

Farm Management

# Lease to hunters on your terms

**H**UNTING leases in Ohio have seen a dramatic increase in popularity during the past few years. The catalyst that started a move toward hunting leases was the Ohio Tort Reform Act of 2005.

Prior to 2005, Ohio's Recreational User Statute prevented landowners from being liable for injuries to hunters and recreational users provided the landowner did not take payment for the use of the land. Most landowners opted to not charge for hunting on their land to maintain the very favorable liability protection of the Recreational User Statute. However, the Ohio Tort Reform Act changed the law so landowners could receive lease payments and maintain their liability protection. Landowners quickly realized the opportunity for additional income from their land with very little downside for liability protection.

Hunting leases present a dilemma for farmers. Many outfitters or hunters who lease land, particularly those willing to pay top dollar, are looking to kill trophy bucks and not females. Hunters want a relatively large deer population to give them the best chance of killing a big buck. Conversely, farmers want a relatively small deer population to minimize crop damage. To maintain smaller populations, as many or even more female deer must be killed than male deer. These different objectives of the hunter and the farmer are in direct conflict.

If this issue is not addressed in the hunting lease, the leasing hunter has total control over how many and what type of deer are killed on the property. This control can lead to a quick increase in the deer population. Therefore, if the farmer has concerns about controlling the deer population, it must be addressed up front in the lease. Possible terms the farmer could include in the lease might be that a specific number of females must be killed on the farm, or perhaps one female must be killed for every buck.

**Reserve some rights**

Landowners also must be sure to understand the extent of the hunting lease. Some landowners are surprised to find they are unable to hunt on their own land without the permission of the leasing hunter. When landowners lease land for hunting, they give up the right to use the land themselves. Just like landowners give up the right to farm their own land when they rent it to a tenant farmer, a hunting lease is no different. Landowners may want to reserve the right for themselves and their family to have hunting rights on the property. Landowners also should consider making the hunting lease only effective during deer season and/or turkey season. This allows them to open up the land to groundhog and other nuisance hunters during the summer months.

Another issue that should be addressed in the hunting lease is vehicle

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access to the property. Nothing makes a farmer more upset than tire tracks from a hunter's pickup truck going through the middle of a wheat field. The landowner should clearly establish where

vehicles are permitted to drive and park and what type of vehicles are permitted on the property (ATVs). Penalties should be included in the lease if the hunter violates the vehicle restriction terms. The penalty might be a fine or termination of the lease.

The landowner should require the hunter to maintain a liability insurance policy of at least \$1 million. While the

landowner has very little liability exposure for hunting leases, it is still best to be sure the hunters or outfitters have adequate liability protection themselves. The lease also should include language whereby the hunter holds harmless and indemnifies the landowner for any liability incidents caused by the hunter.

Example hunting leases are available at [www.wright-law.net](http://www.wright-law.net).



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