

HUNTING LEASE AGREEMENT

This Hunting Lease Agreement ("Agreement") is made and entered into as of _____, 20____ (the "Effective Date"), by and between Sandhills Land & Timber, an affiliate of Sandhills Real Estate Holdings, LLC ("Landowner"), and _____ ("Lessee"). Landowner and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. PREMISES. Landowner hereby leases to Lessee, for the purposes set forth in this Agreement, that certain tract of real property located on _____ in _____ County, North Carolina, consisting of approximately _____ acres and identified as _____ (Please see attached Exhibit ____) and incorporated herein by reference (the "Premises").

2. TERM.

2.1 Length. The term of this Lease shall commence on _____, 2025 (the "Commencement Date") and shall continue for _____ consecutive months, expiring at 11:59 p.m. on the day immediately preceding the first anniversary of the Commencement Date (the "Term"), unless sooner terminated as provided herein.

2.2 Renewal. Renewal of this Lease for successive one-year terms shall be at the sole discretion of Landowner and shall require written notice of renewal delivered by Landowner to Lessee at least thirty (30) days prior to the expiration of the then-current Term.

3. RENT; PAYMENT.

3.1 Rent. Lessee shall pay Landowner rent in the amount of _____ Dollars and _____ Cents (US \$ _____) per acre, for a total annual rental of _____ (US \$ _____) ("Rent").

3.2 Due Date & Method. Rent is due and payable in full within fifteen (15) calendar days after the Parties execute this Agreement, but in no event later than the Commencement Date. All payments shall be made by personal or cashier's check, ACH transfer, or bank wire, payable to "Sandhills Land & Timber" and delivered to the notice address set forth in Section 15 or to such other account or address as Landowner may designate in writing.

3.3 Late Fees. Any Rent not received within ten (10) days after the due date shall accrue a late charge equal to five percent (5%) of the past-due amount.

4. **PERMITTED USE.** Lessee may use the Premises solely for lawful, non-commercial hunting of wildlife that is in season under applicable North Carolina regulations. Lessee and any authorized guests shall possess all required state hunting licenses, permits, and harvest tags at all times while on the Premises.

5. **ACCESS & BOUNDARIES.**

5.1 **Entry.** Lessee may enter the Premises twenty-four (24) hours per day during the Term for the purposes authorized herein. Lessee shall use only existing roads and trails unless Landowner grants prior written consent for additional ingress/egress.

5.2 **Safety Setbacks.** No firearms discharge or hunting activity shall occur within one hundred fifty (150) yards of (a) any dwelling, (b) any public road, or (c) any active timber-harvesting or other land-management operation being conducted by Landowner or its contractors.

6. **RULES & RESTRICTIONS.**

(a) **No Subleasing or Day Hunts.** Lessee shall not assign this Agreement, sublease the Premises, sell day hunts, or otherwise transfer hunting privileges.

(b) **Guests.** No guests are permitted unless Landowner grants prior written approval, which may be conditioned upon submission of guest names, contact information, proof of hunter-safety certification, and proof of insurance.

(c) **Improvements.** Lessee shall not cut timber; construct roads; clear vegetation; establish food plots; or install stands, feeders, or signage without Landowner's advance written permission. Any approved improvements shall become the property of Landowner at the expiration or termination of this Agreement unless Landowner directs removal.

(d) **Vehicles & ATVs.** Use of ATVs or UTVs is restricted to established roads and only as reasonably necessary for hunting activities. Operation of vehicles in wet conditions that causes rutting or erosion is prohibited.

(e) **Waste & Fires.** No dumping of trash, carcasses, or hazardous materials. Open fires are prohibited without written consent.

7. INSURANCE; INDEMNIFICATION.

7.1 Insurance. Before entering the Premises, Lessee shall obtain and maintain, at Lessee's sole cost, a commercial general liability policy with minimum limits of One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) aggregate, naming "Sandhills Real Estate Holdings, LLC, its affiliates, managers, members, and employees" as additional insureds. Lessee shall furnish Landowner with a certificate of insurance evidencing such coverage annually and upon request.

7.2 Indemnity. Lessee acknowledges that hunting is an inherently dangerous activity and voluntarily assumes all risks associated therewith. Lessee shall defend, indemnify, and hold harmless Landowner, its affiliates, officers, members, managers, employees, and agents from and against any and all claims, liabilities, damages, and expenses (including attorney's fees) arising out of or relating to (a) personal injury or property damage occurring on or about the Premises in connection with Lessee's use, (b) any breach of this Agreement by Lessee, or (c) the acts or omissions of Lessee or Lessee's guests.

8. COMPLIANCE WITH LAW. Lessee shall comply with all federal, state, and local statutes, regulations, and ordinances, including but not limited to North Carolina wildlife regulations, OSHA safety standards, and any forestry best-management practices applicable to the Premises.

9. LANDOWNER OPERATIONS. Landowner reserves the absolute right to conduct timber harvesting, silviculture, prescribed burns, site preparation, land sales, and any other activities on the Premises at any time. Landowner may close all or any portion of the Premises to hunting when, in Landowner's sole judgment, such activities pose a safety hazard. Except as provided in Section 10, no refund or abatement of Rent shall be owed for temporary closures.

10. TERMINATION.

10.1 Landowner Termination Without Cause. Landowner may terminate this Agreement at any time upon sixty (60) days' written notice to Lessee. In such event, Lessee shall receive a pro-rated refund of Rent based on the number of full months remaining in the Term after the effective date of termination.

10.2 Breach. Landowner may terminate this Agreement immediately upon written notice if Lessee (a) fails to maintain required insurance, (b) violates any law or provision of this Agreement, or (c) fails to pay Rent when due. No refund shall be owed in the case of termination for Lessee's breach.

10.3 Lessee Obligations on Termination. Within ten (10) days after any expiration or termination, Lessee shall remove all personal property and restore the Premises to its prior condition, ordinary wear and tear excepted.

11. RENEWAL & RATE ADJUSTMENT. Should Landowner elect to renew this Agreement, Landowner may adjust the Rent by providing written notice of the renewal rate not less than thirty (30) days prior to the end of the current Term.

12. NOTICES. All notices under this Agreement shall be in writing and deemed delivered (a) upon personal delivery, (b) three (3) business days after deposit in the U.S. Mail, certified and postage prepaid, or (c) one (1) business day after dispatch by nationally recognized overnight courier, addressed as follows (or to such other address as a Party designates by notice):

Landowner:

Sandhills Land & Timber, LLC
PO Box 233
Southern Pines, NC 28388.
Attn: Land Management

Lessee:

Name:

Phone Number:

Address:

13. MISCELLANEOUS.

(a) Entire Agreement; Amendment. This document constitutes the entire agreement between the Parties and may be amended only by a written instrument executed by both Parties.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(c) Waiver. Failure by either Party to enforce any provision shall not constitute a waiver of future enforcement.

(d) Severability. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

(e) Counterparts & Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original. Signatures transmitted electronically shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Hunting Lease Agreement as of the dates set forth below.

LANDOWNER:

Sandhills Land & Timber

By: _____

Name:

Title: Manager

Date: _____, 2025

LESSEE:

Name:

Signature:

Date: _____, 2025

EXHIBIT ____ - _____