

## MEMBERSHIP CONTRACT

## Hunting Membership Contract 2024-2025 Hunting Season

## CYPRESS CREEK HUNT CLUB INC.

This Indenture, made, executed, and delivered the \_\_\_\_\_\_day of \_\_\_\_\_\_, 2024, by and between CYPRESS CREEK HUNT CLUB, INC., party of the first part known hereafter called the "Club", and \_\_\_\_\_\_\_, party of the second part, known hereafter as the "Member". WITNESSED: That the parties hereto, for and in consideration of the covenants and agreements hereinafter mentioned, contract and agrees as follows. A Member is defined as the signer of the lease, the signer's spouse or child 18 years old or younger at the time of the signing of the lease. A guest is defined as anyone other than the member, the member's spouse, or a child 18 years old or younger at the time of the signing of the lease.

- 1. The "Club" does, by these presents, grants unto "Member", for the term and upon the conditions herein set forth, a revocable license to hunt upon the lands in Hamilton County, in the state of Florida, containing 6425 acres, referenced to as the "Lands". This to be for hunting purposes only. "The Club Rules" apply to the "campsite" as well as the "lands".
- 2. This license is for the **2024-2025** hunting season and can be renewed at the discretion of the "Club", and shall be due on the **<u>First</u>**, **day of** <u>**March**</u>, **2024** unless sooner terminated due to violations of any of the following paragraphs.
- 3. The cash consideration for this membership is **\$.00** three (3) protected areas a season. This entitles the "Member" to hunt on the "Lands" for a season, for the game that is in season at the time, and for any domestic animals on the "Lands" as described by the state of Florida. The cash consideration for the campsite is **\$.00** a season.
- 4. Except for underbrush, the "Member" shall not cut or remove any trees from the "Lands". "Member" shall not drive or permit to be driven any nails, spikes, or other metal objects into any trees or timber on the "Lands" for any purpose whatsoever. All deer stands shall be portable and shall not be nailed to or otherwise permanently affixed to or built in trees.
- 5. "Member" agrees that at all times to use due care to prevent injury to person(s) or property(s) and "Member" further agrees not to shoot into property adjacent to the "Lands" unless they have the right to hunt such property.

- 6. The membership fee is to include the "Member", their spouse and any child up to 18 years old at the contract signing time. With the understanding that all minors permitted by the "Club" on the "Lands" shall be under the direct supervision of one of their parents, and when children are present on the "Lands", the parents shall be fully responsible for their acts and safety and agree to hold the "Club" harmless, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others. "Member" agrees that the "Club" shall not be or become liable to the "Member" or it's family, guests, or other persons, for any injury to person or property of "Member", family or guest irrespective of the cause thereof. "Member" agrees to reimburse the "Club" for any damage caused by any person(s) brought on the "Lands" by that "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member" or any person(s) brought on the "Lands" by the "Member". This includes violations of the "Club" By-Laws.
- 7. "Member" shall be liable for cleaning up all litter created by the "Member", family, or guest brought on the "Lands". If the "Club" has to undertake the clean-up the cost of such clean-up to be charged to the "Member". If at any time a "Member" sees any littering it must be reported to the "Club" as soon as possible. Paragraph 7 includes the leased campground.
- 8. "Members" shall at its own expense, repair any damage they cause to existing fences upon or around the "Lands". The "Member" shall have the right to have a key to the locked gates that provides them access to the hunting grounds in which they have paid for.
- 9. This agreement does not include the right to construct or place any type of campsite or any other structure on the "Lands". In its use of the "Lands", the "Member", family, and guest shall comply with all laws, rules, and regulations of all applicable governmental authorities including without limitation, all laws, rules, and regulations pertaining to hunting. The "Club" reserves the right without assuming any obligation to deny access to the "Lands" to any person(s) for any of the following reasons: drunkenness, carelessness with guns, violations of game laws, trespassing on adjoining land owners, or acts which could reasonably be expected to strain relations with adjoining land owners, or any other acts that are disrespectful to the club or fellow members.
- 10. This agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, legal representative successors and assigns, except "Member" shall not assign this agreement in whole or in part, without written consent of the "Club".
- 11. Should either party, after default by the other party employ an attorney to enforce any provisions of the agreement, then the prevailing party in such action shall be entitled to collect from the other party all it's costs, including a reasonable attorney's fee to it's attorney.
- 12. This Revocable Hunting Agreement shall not be recorded without the written consent of the "Club".
- 13. No "Member", guest, or family of the "Member" shall hold the Cypress Creek Hunt Club Inc. or the President liable or responsible for any damages, to include but not limited to: misconduct, theft, injury, and accidents. It is understood that every member shall enter the "Lands" and hunt, feed, and scout at their own risk.
- 14. "Member" understands and agrees that this contract is binding for the specified time and shall be non-refundable at any time.

15. If any part of this contract shall be void or invalid, the remainder of the contract shall be held to be true and binding.

Member's Signature:	Date:
Print:	
President's Signature:	Date:
Print:	