

**UPLAND GAME HUNTING LEASE**  
**Great Nebraska Hunting/Nature's Rural Retreat**

This agreement made \_\_\_\_\_, 20\_\_\_\_ by and between Great Nebraska Hunting/Nature's Rural Retreat of 74951 Rd 418, Eustis Nebraska 69028, in Frontier County referred to as "lessor" and

(name) \_\_\_\_\_,

of (address) \_\_\_\_\_,  
referred to as "lessee" grants lessee the privilege to hunt under the following conditions.

The lessor leases to lessee the real estate described in this lease for hunting purposes only for a term of \_\_\_\_\_ day(s) commencing on \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_, 20\_\_\_\_.

**Fees and Game Description**

The fee for hunting and lodging (including breakfast foods) will be \$450 per gun per day or \$1200 per gun for three days of hunting and lodging (including breakfast foods). If lunch and dinner are desired, they may be purchased for an additional fee of \$65/day/person. A deposit of \$450 per gun per day or \$600 per gun for three days shall be required on execution of this lease. The balance of the fee, as well as, Nebraska sales (5.5) and lodging (3% of lodging) taxes, shall be paid on the first day of the hunt.

**Licenses, Permits and Related Information**

Non-resident hunters must have a habitat stamp and an annual small game hunt permit. These must be purchased through Nebraska Game and Parks before a hunt begins, as we cannot offer them for sale on premises. The permits will allow hunting in all areas statewide. Youth Non-resident (15 years of age or younger) hunters must have an annual youth hunt permit purchased through Nebraska Game and Parks. Resident hunters (16 years of age or older) must have a resident annual small game permit and a habitat stamp. Resident hunters (15 years of age or younger) do not need a permit or stamp. Residents must purchase their permit and stamp through Nebraska Game and Parks prior to arriving to hunt, as we cannot offer these on the premises. Hunters must show proof of proper licenses before the hunt begins. Hunters must abide by the all open seasons, bag limits and other regulation for those species.

**Special Requirements for Minor Hunters**

Requirements for licensure of minor hunters include the following: Any person, resident or non-resident between 12 years and 15 years of age must have successfully

completed a state-certified hunter education course prior to hunting. Proof of hunter education will be required before hunting. If a hunter education card is forgotten or lost, no hunting will be allowed to take place. Any hunter, prior to their 12th birthday, must be accompanied by a person 19 years of age or older having a valid hunting permit. Any hunters, age 12 through 15, do not need to be accompanied by an adult but they must have a hunter education card on their person.

### **Game**

Lessee may hunt the following game: pheasants, quail and other upland game species that are in season. All regulations must be followed.

Maps will be given to assist hunters in understanding the boundaries. Maps will designate where a hunter may operate a motor vehicle.

### **Guides**

Guide(s) and their dog(s) operate independently and are not employed by Great Nebraska Hunting/Nature's Rural Retreat.

Guides cannot guarantee results but will work to enhance and increase the success of a hunt.

An additional fee will be required for guide services, and the individual guide sets this fee. Such fees will vary in price.

### **Lessor Warrants**

Lessor shall not be responsible for an undesirable hunting experience caused by inclement weather or the deficiency in the hunter's skill.

### **Lessee Agrees**

Lessee shall keep an open view of surroundings so as not to shoot in the direction of any livestock (cattle), structure or property not permitted to hunt on. Lessee shall be aware and careful of all fences on the property as to prevent injury. Some fences are of the barbed wire type and are sharp. Fences may also be electrified. Lessee agrees to be cautious around all fences including barbed wire fence and electric fences. Lessee shall agree to keep the property clean and litter free and agrees to follow safe hunting practices. Lessee agrees to be responsible to the Lessor for all damage or loss, which may be caused by the Lessee, including growing crops, livestock, fences or improvements located on the real estate of Lessor or neighboring properties. Lessee shall abide by all rules and regulations of the Nebraska Game and Parks Commission.

### **Miscellaneous**

Consumption of alcohol or illicit drugs before or during a hunt is prohibited. Hunters shall do their best to recover all shot and injured game. Vehicle traffic shall be

kept to a minimum for safety issues and the prevention of fires. No smoking is allowed in field or within close proximity of any flammable material. Vehicles must not be parked on public roads.

State Regulation information is available at <http://www.outdoornebraska.org>.

### **Refund Policy**

A fifty percent (50%) deposit is required to hold your date with the balance due upon arrival. Seventy-five (75%) of your deposit will be refunded if you cancel 90 days prior to arrival date. Fifty percent (50%) will be refunded if cancellation is made 60 days prior to your arrival date. Twenty-five percent (25%) will be refunded if cancellation is made 30 days prior to your arrival date. No refund will be made if cancellation is made 29 days or less prior to your arrival date. We will do our best to reschedule your hunt, if you so choose, if unforeseen circumstances prevent you from arriving for your scheduled hunt.

### **Release**

In consideration of having the right to hunt on Lessor's land, the Lessee hereby indemnifies, releases, holds harmless and forever discharges Lessor, its agents, employees, guides, officers, directors, affiliates, successors, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind and nature, whether known or unknown, also known as undiscoverable defects, in law or equity, that Lessee has as a result of hunting. Lessee agrees that this is binding upon himself, his heirs, executors, legal representatives, successors, and assigns. This Release will continue in full force and effect even after the termination of the activities conducted by Lessee.

### **We wish you a great and successful hunt.**

Date: \_\_\_\_\_ Lessor

Date: \_\_\_\_\_ Lessee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Signature of Parent for minor hunter:

I am of lawful age and legally competent to sign this authorization and waiver. I understand the terms of this authorization and waiver, and I have willingly signed it as my own free act.

\_\_\_\_\_  
Print Name of Minor Child and Date

\_\_\_\_\_  
Parent/Guardian Signature

