

Weyerhaeuser  
Outdoor Recreational Leases

Terms and Conditions

1. Neither Lessee nor any of its members, guests or employees shall do any acts which in any way set fire to any part of the Property. Lessee shall use its best efforts to suppress any fire that occurs on the Property during the term of this Agreement. Lessee shall promptly notify Lessor in the event of any fire on the Property.
2. All campsites shall be maintained in a neat and orderly manner. Lessee shall keep the Property free of litter and debris at all times.
3. No permanent structures shall be erected on the Property at any time. Temporary structures may be erected only with the prior written consent of Lessor. However, hunting stands and blinds may be constructed without the prior written consent. Construction and installation of such structures shall be at expense of Lessee and shall be strictly in compliance with any specifications, requirements or limitations that may be imposed at any time by Lessor. Thirty (30) days after expiration or cancellation of this Agreement, any personal property of Lessee, its members, guests or employees remaining on the Property shall be deemed abandoned and shall become the property of Lessor.
4. Gates may be erected by Lessee to limit pedestrian or vehicular access to the Property only with the prior written permission of Lessor. Any gate erected must be clearly visible to approaching vehicles or pedestrians. Locks on gates shall be linked with Lessor's lock in order to provide access to both Lessor and Lessee. The use of cables, fallen trees, trenches, nail-boards, scattered nails, broken bottles or any other destructive devices to limit access is strictly prohibited.
5. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property, for building deer stands or for any other purpose, is strictly prohibited.
6. Vehicular travel on the Property is limited to existing roads. Excessive damage to roads caused by vehicular travel in wet weather is strictly prohibited.
7. Lessee shall use the Property for recreation purposes only and for no other purpose. Neither Lessee nor any of its members, guests or employees shall damage, cut, injure or destroy any trees, crops, roads, fences, buildings or other improvements located on the Property. Lessee agrees to compensate Lessor for any damages to the above, as determined by Lessor.
8. All local, state and federal laws shall be observed by Lessee, its members, guests and employees. If Lessee observes any illegal activity on the Property, Lessee shall report such activity to Lessor immediately.

9. None of the rights conveyed herein may be transferred, conveyed, subleased or assigned by Lessee.
10. Lessee, its members, guests and employees shall enter the Property at their own risk, and shall not use the Property in any manner which might interfere with the rights of Owner and Lessor, its agents, contractors and employees to cut and remove any trees or stumps from the Property or to carry on any other activities thereon, or which might interfere with the rights and privileges granted to others under any previous or future agreements. Neither Lessee nor any of its members, guests or employees shall interfere with any easements or rights-of-way for power, telephone, telegraph, and gas lines, mains or cables; or with any easements or rights-of-way for highways, railroads, or drainage structures; or with any activities associated with oil, gas or mineral leases; or with any conveyances shown in the public records of the county where the land is located or evidenced by possession or use.
11. Lessor shall have no responsibility to protect the Property or the game on the Property from injury or damages from natural causes or the actions of any person.
12. Lessor reserves the right to restrict Lessee's use or the use of Lessee's guests, members or employees of the Property and the rights granted herein if, in the sole judgment of Lessor, weather conditions present an extreme fire hazard to the timber located on the Property.
13. Lessor will grant no other hunting lease on the Property during the term of this Agreement.
14. Lessee shall be responsible for protecting the Property from trespass. Lessee shall have the right to post signs at all boundary lines and points of access. Such signs shall read as follows: "Posted - No Hunting - Leased to Private Club." The club name may also be included on such signs.
15. It is understood that Lessee accepts the Property in its present "as is" condition. Lessee understands that there may be hidden hazards, including but not limited to, holes, fence wire, snakes, wells, swamps, ponds, harmful plants and unauthorized persons on the Property, or other risks that may cause injury or death. Lessee assumes all these risks as its own responsibility, and agrees to hold Lessor and Owner harmless from and against any and all claims of loss, damages, liabilities, personal injuries, or expenses (including but not limited to, court costs and attorneys' fees) incurred as a result of any injury to or death of any person or persons or any damage to property in any way arising out of or connected with the Property, or in any way arising out of Lessee's activities on the Property.
16. Lessee shall pay all lease fees or other charges which may, under local, state or federal laws existing on the date of execution of this Agreement or thereafter during the term of this Agreement, be payable on account of the Property being used for recreation or this Agreement being a recreation lease.
17. This Agreement may be canceled by Lessor at any time for any breach of any term of this Agreement. Notice of cancellation shall be in writing and sent by certified mail to the above-named Lessee, and cancellation shall be effective on the seventh (7th) day from deposit in the United States mail. In the event this Agreement is canceled pursuant to this paragraph, Lessor

may retain all sums paid on account hereunder as liquidated damages.

18. This Agreement may be canceled by Lessor at any time for any reason whatsoever. Notice of cancellation shall be in writing and sent by certified mail to the above-named Lessee, and cancellation shall be effective on the seventh (7th) day from deposit in the United States mail. In the event this Agreement is canceled for reasons other than any breach of any term of this Agreement, Lessor shall refund to Lessee part of the sum paid under this Agreement, prorated according to the number of days remaining in the term of this Agreement.
19. Lessor is under no obligation to renew this Agreement and any renewals shall be solely at the option of Lessor.
20. This Agreement constitutes the entire agreement between Lessee and Lessor with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either Lessee or Lessor shall also be binding upon and applicable to the heirs, successors and legal representatives of Lessee and Lessor.
21. Lessee shall furnish Lessor a list of its members and their addresses, together with their acceptance of the terms and conditions.