

WHITEROCK CONSERVANCY 2022-2023 SEASON HUNTING AGREEMENT

Whiterock Conservancy, hereafter referred to as WRC, and John Doe, or Lessee, hereby agree:

1. John Doe and party members shall have the right to bow hunt Whitetail Deer and Turkey on the Whiterock Conservancy property of West Betts Farm, Brouse Timber, Dobby's Place, Bower Farm (partial), and Phelps Farm (partial), see attachment 1, during the dates of September 17, 2022, to January 10, 2023. The Lessee shall pay to Whiterock Conservancy a fee totaling \$1,500.00 for permission to hunt the designated 275 acre tract. Payments may be made in a single sum or by installments of \$750.00 by September 1, 2022, and \$750.00 by October 1, 2022.
2. The Lessee agrees not to assign, sublease, or sublet any part of the premises without the written consent of WRC. Any assigned hunting lease, sublease, or sublet by the Lessee to a third party is null and void without the prior consent of WRC.
3. Hunt participants understand that other low-impact recreational activities such as bird watching, horseback riding, bicycle riding, hiking, or land management activities—including but not limited to site preparation, controlled burning, seed harvest, brush management, and fence repair—may occur on these farms during hunting seasons. Lessee shall not interfere with WRC's rights as set forth herein.
4. The Lessee's exclusive right pertains only to deer hunting (bow only) and turkey hunting (bow or shotgun using non-lead shot). Turkey hunted by shotgun must be taken at minimum 100 feet from any maintained trail.
5. Hunt participants shall obey all laws, hunting regulations, and work to ensure the safety of non-hunters using the property. All hunters assume full legal responsibility and assume all financial risk for each projectile fired on WRC property. All signatories are aware that visitors may visit the property while they are hunting for maintenance or recreational purposes and should take all precautions to ensure that all shots are safe.
6. All hunters, and the legal guardian for minor(s) on the lease, shall sign the "Warning, Waiver of Liability and Indemnification" document and return the original document to WRC staff by September 1, 2022. In addition, all hunters shall provide a copy of their license, habitat, tags, and authorization cards if applicable (e.g., authorization to use a crossbow) by September 17, 2022.
7. The Lessee shall provide to WRC a certificate of insurance for the hunting party with a minimum of \$500,000 coverage for the hunters and liability for any injuries for non-hunting participants by September 17, 2022.
8. The Lessee shall have the right to kill no more than 3 bucks and 6 turkeys on the leased tract during the 2022-2023 hunting season. One additional buck may be harvested for a \$1,000 fee, payable to WRC. For every buck killed, the Lessee must kill 1 doe by the end of the season. The Lessee will be penalized \$100 for every buck taken without a doe.
9. Buck and doe harvests shall be reported, including a picture emailed to landmanager@whiterockconservancy.org or texted to the WRC Land Programs Manager at 712-123-4567, or appropriate staff member if the employee is no longer employed by WRC, within 24 hours of harvest.
10. No more than 2 cull bucks, bucks that are at least 2.5 years old with less than seven points (measuring less than 100 inches when wet using the Boone and Crockett scoring criteria), are permitted during the 2022-2023 season. All bucks harvested under the age of 2.5 years will be penalized for the amount of \$100 at the discretion of WRC staff.
11. WRC staff will notify the Lessee of any pre-season doe cull objectives in writing by September 17, 2022 and specify the reason for the cull.
12. The primary Lessee shall provide the number of game harvested, the sex of animals harvested, and on which property(s) game species were harvested within 3 days of the season closing.
13. If a pre-season doe harvest level has been set and not been achieved by the end of the either-sex seasons, and the Lessee does not plan on hunting during the doe season, WRC reserves the right to cull the doe

population during the late doe season. The Lessee shall notify WRC within three days of the beginning of the late doe season as to their intent to hunt does during the late season. If the Lessee does not plan to hunt during the doe season WRC staff will cull the herd or identify another hunter to cull does to meet the management objectives for the white-tail deer population in the valley.

14. In the event of conflicts with any third-party poacher or neighbor, hunt participants shall immediately inform the Land Programs Manager or Executive Director, and if relevant, inform the Game Warden. Whiterock Conservancy management will make all efforts possible to resolve any conflicts. Any contact should be reported within 24 hours to WRC staff. If the Lessee, or other hunters on the lease, finds evidence of illegal activity or non-permitted trail use they are to report WRC staff within 24 hours.
15. No food plots are to be established by or maintained by the Lessee without the written consent of WRC.
16. Whiterock Conservancy will provide limited motor vehicle access to the hunter to aid in removing harvested deer and erect portable tree stands. Lessee and hunting party are expected to walk from designated parking locations to tree stands. Parking locations for hunting are to be agreed upon in advance of the season to avoid trailing in natural lands or pastures. Damage to property created by hunting activities and/or access will be billed to the Lessee at a rate and timeline determined by WRC. To ensure vehicles are approved, all hunters shall provide the license plate of vehicles entering WRC to ensure that they have prior permission to be on remote areas with prohibited entry for general visitors. WRC shall provide the Lessee a key to padlocks to ensure property access and coordinate with adjacent land owners for right-of-way entry on lanes for which WRC has an access easement.
17. Lessee is permitted to install game cameras and tree stands prior to September 17, 2022, in preparation for the hunting season.
18. All signatories agree to abide by state of Iowa law, federal law, and DNR regulations.
19. Lessee agrees to surrender the land at the end of the term of this lease according to the terms hereof. There shall be no renewal of this lease by implication or by holding over.
20. Anything in this lease to the contrary notwithstanding, it is expressly understood and agreed that Lessor and Lessee each reserve the right to cancel this lease, with or without cause, at any time during the term hereof after first giving the other ten (10) days prior written notice thereof. In the event of cancellation by Lessee, all rentals theretofore paid and unearned shall be retained by WRC as compensation for WRC's overhead expenses in making the land available for lease, and shall not be refunded to Lessee.

This lease is executed in duplicate:

SIGNATURE: _____

Executive Director
Whiterock Conservancy
1436 Highway 141, Coon Rapids, IA 50058
712-790-8221

DATE: _____

SIGNATURE: _____

John Doe
000 Jade Ave
Carroll, IA 51401
000-030-0101 (cell)

DATE: _____

SIGNATURE: _____

John Doe
700 0th Ave
Coon Rapids, IA 50058
712-830-0000 (cell)

DATE: _____

WARNING, WAIVER OF LIABILITY AND INDEMNIFICATION

The undersigned hereby acknowledges and agrees that:

Hunting is inherently a very dangerous activity. Risks include (but are not limited to) accidents, injury or death from:

- The weapons of the undersigned,
- Weapons of other hunters which may be in the area,
- Natural or man-made tree stands,
- Extremely rough terrain.

The undersigned will hold Whiterock Conservancy, and its employees and guides completely harmless and waive all claims for liability for any injury, accident or death resulting from any cause, whether natural or man-made.

In the event that the undersigned causes, or is alleged to have caused an injury, accident or death to another person or damages another person's property, then the undersigned hereby agrees to indemnify and hold harmless from any claim against Whiterock Conservancy, its employees or guides.

Hunting participants acknowledge, and agree to abide by the terms of the lease, by signing this document.

Signature of all party members:

Printed Name of all party members:

Date:

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Signature of party representative:

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ATTACHMENT 1. Map of Hunting Zones on Coulter & North Riis, 2021-2022 Season

Below will be a map showing the permitted hunting areas of the lease.