

BIRDING LEASE AGREEMENT

This Birding Lease Agreement (“Lease”) is entered by and between _____ (“Landowner”) and [FILL IN INDIVIDUAL OR GROUP NAME HERE] (“Birder(s)”) on [FILL IN DATE HERE]. Landowner and Birder(s) may collectively be referred to as the “Parties.”

The Parties agree as follows:

The Landowner agrees to grant the Birder(s) the right to access the property for bird watching purposes on the Property to be leased, in compliance with the laws and regulations of the United States and the State of Georgia. Bird watching activities will be carried out on the tract(s) of land described as follows:

[LIST ALL PARCELS OR TRACTS TO BE ACCESSED HERE; A MAP CAN BE ATTACHED AS EXHIBIT A]

referred to as the “Leased Property”.

PURPOSE: Birders may only use the Leased Property exclusively for the purpose of bird watching. It may not be used for other purposes unless otherwise stated in this Agreement or without the prior written consent of the Landowner.

LEASE TERM AND PAYMENT: Birder(s) agrees to pay Landowner rent for the use of Property in the amount of \$[INSERT LEASE PRICE HERE] for a term commencing on [INSERT START DATE HERE], (the “Commencement Date”) and ending on [INSERT ENDING DATE HERE] (the “Expiration Date”).

SURRENDER OF PROPERTY: Upon the expiration of the term hereof, Birder(s) shall surrender the Leased Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

COMPLIANCE WITH LAW: The parties agree to act in accordance with local, state and federal laws and any other regulations governing property access and recreation. Birder(s) will report and testify any violation of the law or regulations and will provide assistance to the law enforcement officers. If the Birder(s) represent an organization, the word “Birder(s)” shall apply to the organization and to any or all of its members. Terms and conditions of this Agreement will also apply to any and all guests of the Birder(s)’s organization.

FIRE PREVENTION: Birder(s) shall not cause any fire on the Leased Property. Birder(s) agrees to use every safety measure and exercise due care to protect the Leased Property from fire or any other damage.

HAZARDOUS SUBSTANCES: Birder(s) will not keep or store on the Leased Property

any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by the responsible insurance company.

WAIVER: No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Birder(s) and Landowner. Landowner shall have no responsibility or liability to Birder(s) or to any other individual or entity for any loss, injury, damage or death arising from anything done or omitted under this Agreement. Birder(s) hereby agrees, to release and hold Landowner harmless from and against any and every claim or demand, including but not limited to attorney fees, interests or any costs resulting from the Birder(s) activities on the Leased Property.

ASSIGNMENT AND SUB-LETTING: Birder(s) shall not assign this Agreement, or sub-let or grant any license to use the Leased Property or any part thereof without the prior written consent of Landowner. A consent by Landowner to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landowner or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landowner's option, terminate this Agreement.

CONDITION OF PROPERTY: Birder(s) stipulates, represents and warrants that Birder(s) has examined the Leased Property, and that it is in good and acceptable condition at the time of this Agreement. Birder(s) agrees that lands covered by this lease shall be kept free of litter at all times and that litter or trash will be removed by the Birder(s).

INSPECTION OF PROPERTY: Landowner and Landowner's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Leased Property for the purpose of inspecting the Property. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landowner for the preservation of the Leased Property. Landlord and its agents shall further have the right to exhibit the Leased Property and to display the usual "for sale", "for rent" or "vacancy" signs on the Leased Property. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Leased Property.

TERMINATION: Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that Landowner and Birder(s) each reserve the right to cancel this Lease, with or without cause, at any time during the Term of this Agreement. In the event of cancellation by Birder(s), all rentals theretofore paid and unearned shall be retained by the Landowner as compensation for Landowner's overhead expenses in making the Land available for lease, and shall not be refunded to Birder(s).

ADDITIONAL PROVISIONS, RULES OR REGULATIONS: (Specify “none” if there are no additional provisions)

[INSERT ADDITIONAL PROVISIONS HERE AROUND CAMPING, OFF-ROAD VEHICLES, PERIODS OF RESTRICTED ACCESS, ETC. HERE]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Birder Signature: _____ **Date:** _____

Birder Signature: _____ **Date:** _____

Landowner’s Signature: _____ **Date:** _____