

Restrictions and Obligations of LESSEE

LESSEE shall ensure that all minors permitted on the Premises by LESSEE shall be under the direct supervision of one of their parents or legal guardians and said parent or legal guardian shall be fully and solely responsible for their acts and safety and further, LESSEE shall hold LESSOR harmless there from, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

LESSEE covenants and agrees to fully comply with all the laws now in effect of the county and state in which the Premises are located and of the United States, and all rules and regulations lawfully promulgated and issued there under in respect to hunting on the Premises and the conservation of wildlife and the natural resources therein and thereon including, but not limited to, the Endangered Species Act of 1973 as amended. It is fully understood and agreed that nothing herein contained shall be construed, claimed, or asserted as granting unto LESSEE any right or privilege in respect to hunting other than which LESSOR has a lawful right to grant, lease, let and demise. A violation of said laws, rules and regulations shall at LESSOR'S election and option be cause for immediate forfeiture and termination of this Lease.

LESSEE shall respect the rights of adjacent landowners and other lessees and conduct all activities in a courteous manner, with regard for the rights, safety, and wellbeing of all persons. LESSEE agrees to be solely responsible for, and to promptly resolve any problems with adjacent landowners and other lessees arising from LESSEE'S activities and to indemnify and hold LESSOR harmless there from as provided below.

LESSEE agrees that it will not commit waste nor permit waste to be done to or upon the Premises and that at the expiration of this Lease, LESSEE shall promptly and peaceably deliver to LESSOR the Premises in as good condition as they now are, natural wear and tear and the action of the elements alone excepted. LESSEE shall not litter or dispose of any trash in the woods or along any road. **ANYTHING and EVERYTHING taken into the woods shall be brought out of the woods i.e., leave nothing but your footprints in the woods.**

LESSEE shall not under any circumstances:

1. Set fires or allow fires to be set on any part of the Premises, LESSEE will promptly notify LESSOR (if such is practical) of any wildfire on the Premises or on adjacent lands.
2. Discharge a firearm across or within fifty (50) yards from the edge of any public road or LESSOR Restricted Road, or within three hundred (300) yards of any active harvesting, silvicultural or road maintenance operations. Loaded guns are only permitted in the blinds. Hunter carrying loaded personal protection pistols shall keep said pistols holstered upon their person.
3. Damage or destroy any road or roads on the Premises or use trucks, automobiles, jeeps, and other similar licensed vehicles on any part of the Premises except on existing established woods roads.
4. LESSEE specifically agrees to protect, defend, indemnify, and hold harmless LESSOR from and against any and all losses, costs, expenses, attorneys' fees, damages, liabilities, suits, actions, recoveries and judgments of every nature or description, whether arising directly or indirectly out of this Lease or the use of the Premises by LESSEE (or any roads of LESSOR to access the Premises) including liabilities imposed by separate indemnity agreements and further including any negligence or fault, whether active or passive, on the part of LESSOR which constituted a concurring cause of the injuries or damages sustained except when caused by the sole negligence of LESSOR. In executing this Lease, LESSEE expressly agrees to the above indemnity provisions and states that LESSEE intends to specifically bind itself to indemnify LESSOR in every instance set forth above. LESSEE agrees at LESSEE'S sole cost and expense to defend against any and all actions, suits or other proceedings arising directly or indirectly out of this Lease or the use of the Premises by LESSEE, including liabilities imposed by separate indemnity agreements and further including negligence or fault, whether active or passive on the part of LESSOR except the sole negligence of LESSOR and to pay or satisfy any judgment or decree which may be rendered against LESSOR in any such action, suit or legal proceeding or which may result there from. To the extent that any of the obligations imposed by this paragraph shall not be enforceable under applicable law it is the intent of the parties that the provisions of this paragraph shall be construed to impose only such obligations on LESSEE and LESSOR as shall be enforceable under applicable law. LESSOR shall, at its option, however, have full control of any defense of such suits, and LESSOR shall at all times have the option of choosing the attorney or attorneys to perform the professional services involved. For the purposes of this paragraph, LESSOR shall be defined to include LESSOR, its subsidiaries, affiliates and related companies and their respective officers, directors, agents, and employees.