

**HUNTING LICENSE AND INDEMNITY AGREEMENT Property #10216**

This Hunting License and Indemnity Agreement ("Agreement") is made and entered into as of the **27th day of September 2022**, by and between **TR Properties, Inc** (as "Licensor"), and the following individual or group of individuals [REDACTED] (singularly or collectively referred to as "Licensee"). This agreement has been exclusively facilitated by Base Camp Leasing (BCL) as the exclusive Licensing Agent.

**WITNESSETH**

Subject to the terms and conditions set forth in this Agreement, Licensor does hereby grant to Licensee the exclusive license and right to use the Burdened Premises, ("Premises") for recreational, non-commercial hunting of only the following game species with the following weapons:

All game species with all legal firearm and archery equipment for the state of **Virginia**, as may be found upon and harvested from the following License Area:

**Base Camp Leasing property #10216 containing 36.00 acres more or less located in Henry county Virginia. Mt Olivet rd Tract**

Licensee's rights hereunder shall constitute a mere license and shall not be construed as a grant, sale, transfer, lease, profit à prendre, or other disposition of any interest in the Premises. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of the Premises by Licensor. It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Licensor. This License is strictly limited to the use of the Premises for the activities described herein, and notwithstanding anything contained herein to the contrary, the Licensee has no other rights to the use of the "Premises". **Sunday hunting is allowed.**

**SECTION I - TERM**

1. The initial term of this Agreement shall be for a period from **November 28, 2022** to **November 27, 2023**.

**SECTION II - LICENSEE**

1. The Licensee agrees:
  - a. To pay Licensor the sum of **\$945.00** as consideration for the use of the Premises for the initial term. If Licensee desires to renew, at Licensor's discretion, the License for an additional one (1) year term, Licensee shall notify Base Camp Leasing ("Licensing Agent") in writing at least thirty (30) days prior to the expiration of the initial term and shall pay such sum to Base Camp Leasing, not later than two weeks prior to the expiration of the current term. Failure to pay such sum within the time constraints herein imposed releases the Licensor and Licensing Agent from performance of this License and Licensor, through the Licensing Agent, may license the whole or any part of the Premises without recourse from the Licensee. At each renewal of the License Agreement a minimum of 5% increase will be added to the annual renewal amount due. Annual renewal amounts may be adjusted for other reasons.
  - b. To not sublicense the Premises, nor shall Licensee grant permission to anyone who is not a party to this Agreement or a member of the Hunting Group to hunt or otherwise use the Premises. For purposes of this Agreement, the Hunting Group shall be defined as the Licensee, which can consist of up to **2 (two)** individuals. Licensee and all members of the Hunting Group shall execute this Agreement prior to acquiring any rights hereunder (including but not limited to entry

onto the premises) and Licensee shall be responsible to ensure all such persons execute this Agreement or Licensee shall be subject to immediate termination of this Agreement and all rights hereunder, including but not limited to, forfeiture of all sums paid hereunder, without recourse, upon written notice to Licensee.

- c. To abide by any and all State, Federal and local hunting regulations, including any quotas prescribed by Licensors. Failure to follow said regulations, by Licensee or other member of the Hunting Group may, at Licensors option, cause immediate cancellation of the Agreement as to that Licensee or to all Licensees (at Licensors sole discretion) and without refund of all fees paid or any portion of the Deposit.
- d. To maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.
- e. To maintain proper vigilance aimed at preventing fires or damage by other means to the Premises, and to immediately report any wildfires that may occur on the Premises to Licensors.
- f. To ensure that vehicles are driven only on established roads and that all gates are left as originally found.
- g. To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other designated areas. Local or state minimum regulated distances will supersede this distance if more than 100 yards.
- h. To remove all personal property or structures placed or constructed by Licensee upon the Premises at termination of this Agreement unless the Licensors has provided prior written consent to leave any or all such property. Personal property and/or structures shall become possession of the Licensors at the end of the term of this agreement. Nothing in this paragraph shall be construed as granting Licensee the right to place or construct any structure on the Premises.
- i. To repair any damage caused to the Premises and to return the Premises to the Licensors in the same condition that existed upon commencement of the Agreement. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- j. To in no way hinder farming or damage crop production.
- k. Licensee is responsible and will pay for all damages caused by such Licensee and his or her guests.
- l. To not enter upon any neighboring land or hunt on any land not described herein.
- m. To keep the Premises free of litter at all times.
- n. That Base Camp Leasing is a third party beneficiary and exclusive Licensing Agent of this Agreement and any attempt to negotiate a new or revised Agreement with Licensors upon expiration or earlier termination of this Agreement, without the inclusion of Licensing Agent as a third party beneficiary will result in legal action taken against those parties. Any new Agreement entered into by Licensee, his agents, representatives, successors, affiliates or subsidiaries, with Licensors but without inclusion of Licensing Agent, will result in significant and unascertainable damages to Licensing Agent; therefore, in such event, Licensee shall pay Licensing Agent, as liquidated damages, a sum equal to Two Hundred Fifty percent (250%) of the total consideration payable under this Agreement. Licensee agrees to pay such sum within five (5) days of the commencement of the new Agreement. Licensee shall also pay Licensing Agent's attorney fees and costs incurred to enforce payment and/or compliance.
- o. Licensee agrees that failure to abide by the terms and stipulations above or any of the attached amendments by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits and fees.
- p. Licensee agrees that should its failure to abide by the terms and stipulations above or any of the

attached amendments result in the Licensor terminating his/her relationship with Base Camp Leasing then Licensee shall be responsible for paying two (2) years worth of the commission that is earned by Base Camp Leasing according to this Agreement.

- q. Licensee agrees that should Licensor sell the Premises the hunting license shall terminate. In the event Licensor sells the Premises, the Hunting License does not transfer to the new owner.
2. The Licensee has chosen of his or her own free will to go hunting on the Premises, and realizes there are inherent dangers from the sport of hunting, including but not limited to, danger from other hunters, the inherent danger of injury from the presence or use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury or damage which may occur (such as, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting), and the risk of such injury or damage caused by other hunters. Licensee agrees at all times to use extreme caution and care in protecting himself or herself, his or her property, and others and their property, from accident, damage or bodily injury which may result from any such risk.
3. Anything (including buildings, blinds, feeders, construction materials, trailers, etc.) left on the Premises after the expiration or cancelation of this non-renewed agreement becomes the property of the Licensor. If the Licensor incurs any expense to remove such items from the Premises, the expenses will be billed and paid by the Licensee.
4. It is mutually agreed that failure to abide by the terms and stipulations above by any Licensee or member of the Hunting Group constitutes a material breach of this Agreement and may result in the forfeiture of all hunting rights, deposits and fees.

### **SECTION III - LICENSOR**

Licensor hereby agrees:

1. To provide the Licensee with hunting rights on the Premises during the term of this Agreement, subject to the conditions and restrictions provided herein.
2. To not license to or give any other individual(s) permission to access for recreation, occupy for recreation, or use for recreation purposes, or hunt on the Premises during the term of this Agreement. This does not restrict the licensor or the licensor's agent from farming, harvesting timber or firewood, conducting mineral exploration, or general maintenance of the Premises.
3. That Base Camp Leasing is a third party beneficiary of this Agreement and any attempt by Licensor to negotiate a new License with any Licensee or party of the Licensee, upon expiration or earlier termination of this Agreement, without the inclusion of Licensing Agent as a third party beneficiary, will not release Licensee or Licensor of the compensation due Licensing Agent.
4. Licensor does hereby appoint and designate Licensee as Licensor's true and lawful attorney-in-fact for the limited purpose of prosecuting claims for trespass on the Premises which affect Licensee's hunting rights. This appointment shall terminate upon the expiration or earlier termination of the Agreement. Licensor agrees to indemnify and hold harmless any person who, in good faith, acts under this limited appointment in reliance thereupon, without actual knowing of its revocation.
5. Sale of Property. The hunting license agreement is non-transferable. If the property is sold in a bona fide arms-length transaction during the term of an existing license, licensor must submit to licensee a refund up to the full amount, in immediately available funds, for all sums paid by licensee or less the amount of in season hunting time that has elapsed, including but not limited to, the commission paid to Licensing Agent. This refund will be determined by Base Camp Leasing the exclusive licensing agent.

### **SECTION IV - RELEASE AND INDEMNIFICATION**

As further consideration for the rights and privileges granted herein, Licensee agrees to the following:

1. It is understood that the Premises consists of mostly undeveloped and untamed land, and the Licensee has had an opportunity to inspect the Premises and accepts the Premises in an "as is" condition and further, the Licensee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Licensee assumes all such risks as his/her own responsibility, without liability to or recourse against the Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.
2. Licensee recognizes the inherent dangers associated with hunting, both natural and human-created. Licensee recognizes that accidents involving firearms, ammunition, falling trees, and animals and various other dangers may forcibly occur on the Premises. Licensee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the Premises. With the aforementioned recognitions in mind, Licensee agrees to indemnify and hold harmless Licensor and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Licensee or Licensee's guests on the Premises. Obligations to indemnity extend to the reimbursement of Licensor for all expenses and suits including but not limited to judgements, attorneys' fees and court costs.
3. That although Licensor may have a greater knowledge of the Premises than Licensee, that it is impracticable and virtually impossible for Licensor to list and/or to physically show Licensee each and every potential hazard on the Premises and Licensee enters onto said Premises despite same and at Licensee's own risk and without liability to Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.
4. To forever release, defend, indemnify, and hold harmless Licensor and Licensor's Agent, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Licensee or other member of the Hunting Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Agreement or any activities occurring upon the Premises, whether by Licensee or otherwise; the performance or non-performance by Licensee of its obligations hereunder; a breach of any term, provision or warranty contained in this Agreement; or any violation of any laws, regulations or ordinances related to Licensee's obligations or performance hereunder.

## **SECTION V - MISCELLANEOUS**

1. This license shall be deemed to have been executed in Indiana, and all rights and obligations hereunder shall be governed by the laws of the State of Indiana, excluding its choice-of-laws principles. If any provision in this License is deemed unenforceable or illegal by a court of competent jurisdiction, then the offending words will be stricken and all remaining provisions shall remain in full force and effect. Licensee and Licensor agree to irrevocably and unconditionally (a) consent and submit to the exclusive jurisdiction of the state courts located in Hamilton County, State of Indiana (the "Hamilton County State Courts") for any actions, suits or proceedings arising out of or relating to this License, (b) waives any objection to the laying of venue of any such litigation in the Hamilton County State Courts and waives any right to and agrees not to plead or claim in any Hamilton County State Courts that such litigation brought therein has been brought therein has been brought in any inconvenient forum or improper venue. Regardless of Licensee and Licensor's present or future residence or domicile, Licensor and Licensee hereto irrevocably and unconditionally confirm and agree that they are and shall continue to be subject to the exclusive personal jurisdiction of and venue in, the Hamilton County State Courts.

2. The parties to this agreement irrevocably and unconditionally waive the right they may have to a trial by jury in respect to any litigation directly or indirectly arising or relating to this License or the transactions contemplated by this Agreement.
3. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.
4. Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
6. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
7. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
9. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail or registered mail to the respective address of each party as set forth in this Agreement.
10. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
11. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.
12. This Agreement shall be construed under and in accordance with the laws of the state in which a majority of the Premises is located.

[SIGNATURE PAGE TO FOLLOW]



PROPERTY #10216

SIGNATURE PAGE TO HUNTING LICENSE AND INDEMNITY AGREEMENT

The undersigned Licensee acknowledges that he or she has read this entire Agreement, including the release and indemnification provisions, and has had ample opportunity to review this Agreement with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Agreement contained herein.

**Licensee/Hunters: You will be notified by email when payment has been received inviting you to log in to your account and digitally sign the lease and add other hunters. You do not need to sign or return this page.**

Licensee (Primary Hunter) plus other authorized hunters can total no more than **2 (two)**.

*All people who access the property, for hunting or not, are required to be on the agreement. If you plan to bring friends or family of any age on to the property, they **count** towards the maximum number of hunters allowed and must be listed on the lease agreement. If they aren't listed, they are trespassers and not covered by the liability insurance.*

Signed

Name

Address

Address Concord, North Carolina 28027

Email

Phone

Date

Name

Address

Address Midlothian, VA 23112

Email

Phone

Date

**Licensors (Landowner)**

Signed

Name

Address

Address

Email

Phone

Date

**Licensing Agent**

Signed

Name

Address

Address Fishers, IN 46038

Email

Phone

Date

11/28/2022