

HUNTING PERMISSION AGREEMENT

This Hunting Permission is entered into on this _____ day of _____, 2009, between Steve Cooreman and or assigns (hereinafter "Landlord"), with an address of 4404 Technology Drive , South Bend Indiana 46628 and _____ (hereinafter "hunter"), with an address of _____.

This Hunting Permission provides hunter a permission to enter onto the real property described as Tract # _____ and property name as _____. (hereinafter "the Property"), for the sole purpose to do the following type of hunting: _____ . This permission to use the Property shall begin on _____, and shall terminate on _____. This permission grants Hunter, the use of the Property as described above. This Permission grants no other interest in the Property other than the permission specifically granted herewith.

In consideration of the grant of permission from Landlord to Hunter as set forth herein, Hunter agrees to pay Landlord, rent of \$ _____ for the entire period, which rent shall be due on upon signing of this agreement. IF HUNTER FAILS TO PAY RENT IN A TIMELY FASHION AS SHOWN ABOVE, HUNTER'S RIGHTS HEREUNDER ARE EXPRESSLY EXTINGUISHED, AND LANDLORD MAY RELET THE PROPERTY WITHOUT ANY FURTHER NOTICE TO HUNTER, AND LANDLORD MAY KEEP HUNTER FROM ENTERING ONTO THE PROPERTY USING ANY LEGAL MEANS NECESSARY.

Prior to Hunter entering onto the Property, Hunter shall procure a policy of insurance, with limits of \$500,000 for personal injury or death, and \$200000 for property damage, resulting from Hunter's use of and activities on the Property. Such insurance policy shall be primary, and shall name Cooreman Real Estate Group and/or its assigns, as an additional insured. A copy of said completed insurance agreement shall be attached as Exhibit B.

Hunter agrees to comply with the following conditions and restrictions pertaining to Hunter's use of the Property. Hunter acknowledges that the conditions and restrictions set forth herein are vital to the safety and well-being of Hunter, other allowed users of the Property, adjoining landowners and users, and the fish and game and ecology of the Property, and that failure to follow the conditions and restrictions herein will or may cause a dangerous, unsafe and environmentally destructive condition. Hunter agrees that a violation of the following restrictions shall allow Landlord, in Landlord's discretion, to immediately terminate Hunter's permission as set forth herein, and to remove Hunter from the Property. Based on same, in addition to all other terms of this Permission, Hunter agrees and warrants the following conditions and terms:

1. To obey all laws, regulations, licensing requirements, rules, and ordinances, (collectively "Laws") including all Laws pertaining to the taking of fish and game, and of the use of public and private lands, of the County of ST JOSEPH and La Porte, State of INDIANA, and Berrien County , Michigan and of the United States Department of

the Interior. In addition any rules or regulations that landlord may revise from time to time at landlord's discretion will also apply. Hunters warrants to wear bright orange vest and hats for safety reasons at all times.

2. To not create, or to allow the creation of, a nuisance, or allow any waste, injury, or destruction to the Property and all items on the Property, except for the taking of game as specified above, and normal camping and uses incident thereto as allowed by Law.

3. To not use, or allow the use of, the Property for any purpose other than set forth in the use declaration above.

4. To remove all litter, trash, debris, tree stands and other materials from the Property before end of agreement.

5. To not construct any improvement, blind, cover, or other like item. All tree stands must be of design where the stand hangs on the tree and no mechanical fasteners are used to attached the stand to the tree. The hunter warrants to only shoot from the deer stand, no ground blinds to be allowed because of safety issues. No shooting from any road would be allowed or any other area except from the deer stand.

6. To not allow any person other than specifically set forth herein to hunt, camp, or otherwise use the Property.

7. To not alter, or allow the alteration of any part of the Property, or any improvements on the Property.

8. To not allow the discharge of any firearm or other weapon, such that the projectile will cross any boundary of the Property, and to not cross the boundary of the Property with any loaded firearm. The boundary of the property shall be described as the tract of land as shown on Exhibit A attached aerial.

9. Hunters will be allowed to track and to retrieve all wounded game across other nearby tracts of land , and to field-dress all game where the game falls. However in this event, hunter accepts all liability and indemnifies landlord from any and all third party claims

10. To not disturb, harass, shoot, or otherwise harm any livestock or other animals on the Property.

11. To leave all fences and gates as found in their then condition, open if found open and closed if found closed, to enter the Property only through those gates as instructed by Landlord, and to not place any locks on gates and fences not expressly approved by Landlord.

12. Where applicable, to drive only on established paths and roads, and to not drive over fields and/or rangeland.

13. Hunter acknowledges that other nearby tracts of land may also have hunters. Hunter warrants that they will contact other nearby tract hunters to coordinate tree stand buffer placements and safety pre cautions before any tree stand placement is made. Hunter can call landlord office if they need names or phone numbers to make contact. Since other nearby tracts could be leased after hunter leases his tract, it will be the responsibility of each hunter to check in with landlord to verify any new nearby leases.

14. Landlord grants permission to hunter, to place No Trespassing signs on or around the leased property.

THE HUNTERS WILL HOLD THE LANDOWNER HARMLESS & INDEMNIFY FOR ANY PERSONAL INJURY OR DEATH.

Hunter agrees to indemnify and hold Landlord harmless from all actions, claims, judgments, lawsuits and cross or counter claims, whether brought by Hunter, any persons affiliated with Hunter, any third parties or other hunters, resulting from Hunter's permission and use of the Property, including Landlord's costs of suit and attorney's fees. This would include any third parties that are in the area of the hunter's tract.

In the event Hunter makes any alterations or places any additions on the Property, any such alterations and/or additions shall become the property of Landlord and shall be deemed attached to the land. Hunter shall remove any alterations and/or additions made without the express written consent of Landlord if so requested by Landlord.

This permission is not assignable, and any purported assignment without Landlord's consent is without force and effect, shall be null and void, and shall not operate to create any rights in any purported assignee in and to the Property. Nothing herein shall allow Hunter to assign or resell OR SUBLEASE this permission.

Hunter expressly acknowledges that Hunter's use of the Property is non-exclusive with respect to the grazing of livestock, agricultural use, and other non-hunting and/or fishing uses by Landlord or any party affiliated with Landlord. Hunter agrees to not impair, destroy, threaten, or injure such other uses.

This Permission creates no rights into any sub-surface minerals, ground water, materials or deposits. Hunter expressly agrees Hunter will not engage in any mining, extraction, withdrawal, or other removal of any sub-surface materials whatsoever.

Landlord may enter onto the Property for normal maintenance and repairs, for Landlord's own use, and for purpose of inspecting the Property to insure Hunter's compliance with the terms and condition of this Permission.

Landlord expressly disclaims any warranty of fitness or merchantability with respect to the Property, and Hunter takes the Property AS-IS, WHERE IS with all faults, dangerous

conditions, and attributes, whether known to Landlord and/or Hunter or not. Landlord makes no warranty that during the term of this Permission, there exists any game on the Property for hunting purposes.

The Property consists of mostly undeveloped and untamed land, including but not limited to possible brush, boulders, watersheds, flood zones, flammable material, ravines, caves, holes, rivers, poisonous animals and insects, bats, and other wild animals, all of which may be dangerous, harmful or fatal to humans and to property. Hunter acknowledges such potentially dangerous conditions, assumes all risk and liability associated with same, and agrees that Landlord will have no liability whatsoever with respect to any illness, injury, death or destruction to Hunter or Hunter's property. Hunter acknowledges that although Landlord may have a greater knowledge of the Property than Hunter, that it is impracticable and impossible for Landlord to list and/or to physically show Hunter each and every possible hazard on the Property which is unknown to Hunter, and Hunter enters onto the Property despite same and at Hunter's own risk and without liability to Landlord. Hunter warrants to hold harmless and indemnify landlord from any claims from the herein stated hazards or hazards created by third parties. Hunter warrants that deer stand shall be no less than 200 Yards from the nearest adjacent or connecting parcel, as shown on Exhibit A aerial , as well as 300 yards from any home, public property and roads, or any improvements. Hunter warrants and agrees that Exhibit A aerial is clearly and accurately defined and indemnifies landlord from any claim whereby hunter would claim he was not aware of the boundary lines or distance requirements.

In the event of a default of this Permission by Hunter, in addition to any other remedies allowed by Law, Landlord may (i) re-enter the Property, (ii) eject Hunter from the Property, (iii) relet the Property, (iv) terminate this permission, (v) sue Hunter for any deficiency in the payment of rent and/or for any injury or damage to the Property, (vi) retain any applicable Hunter's security deposit in an amount to compensate Landlord for the breach and (vi) resort to self help and to change locks, remove Hunters from the Property, and to deprive Hunter of access to the Property by any other means.

Any suit, action or legal proceeding shall be maintained in ST JOSEPH County, INDIANA. This Permission, and all rights and obligations resulting there from, shall be interpreted and determined under the laws of INDIANA.

This Permission constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous written and/or oral agreements pertaining to the permission created herein. Any modification, alteration, or supplement to this Permission shall, to be effective, be in writing and signed both parties. Any writings and/or notices shall be delivered to Landlord and Hunter, first class mail with postage prepaid, at the respective addresses set forth above, or such other address as each party may, from time to time, instruct the other party in writing.

This year please note the following changes to turkey hunting season:

- Seven days has been added to the early archery portion of the fall turkey season

- a second (late) archery turkey season has been added to coincide with the late deer archery season (they are at the same time)
- the fall turkey firearms season has been expanded in the south for seven more days (12 days total – including two weekends)

The season dates and locations are as follows: An individual can hunt a wild turkey with archery equipment, including crossbows, statewide, from **Oct. 1–31, 2010**, and from **Dec. 4, 2010–Jan. 1, 2011**. An individual can hunt wild turkeys with **legal firearms from Oct. 20–24, 2010**, in the St Joe and La Porte Counties Indiana:

This Permission is effective on the date first written above.

Landlord:
Steve Cooreman

Hunter:

by:

by: (All hunters that will be on property must sign)
