



# Hunting Leases in Kansas

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## Overview

- What are Sportspersons Looking for?
- Types of Hunting Leases
- Fee structure
- Hunting Lease Document
- Liability
- Wildlife Management
- Other Opportunities

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### Total Wildlife-Related Recreation

Participants . . . . . 103.7 million  
 Expenditures . . . . . \$156.9 billion

#### Sportspersons

Total participants\* . . . . . 39.6 million  
 Anglers . . . . . 35.8 million  
 Hunters . . . . . 11.5 million

Total days . . . . . 643 million  
 Fishing . . . . . 459 million  
 Hunting . . . . . 184 million

Total expenditures . . . . . \$81.0 billion  
 Fishing . . . . . 46.1 billion  
 Hunting . . . . . 26.2 billion  
 Unspecified . . . . . 8.7 billion

#### Wildlife Watchers

Total participants\*\* . . . . . 86.0 million  
 Around the home . . . . . 81.1 million  
 Away from home . . . . . 23.7 million

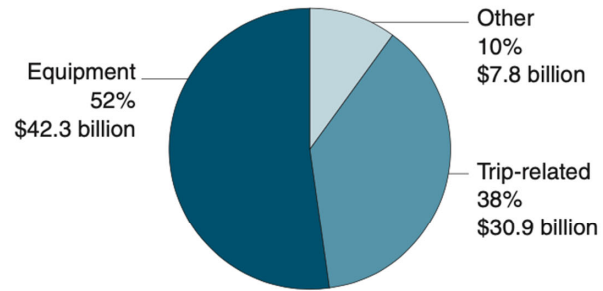
Total expenditures . . . . . \$75.9 billion

\* 7.7 million both fished and hunted.

\*\* 18.8 million wildlife watched both around the home and away from home.

### Expenditures by Sportspersons

(Total expenditures: \$81.0 billion)



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2016 FWS Survey

## Land Leased for Hunting & Fishing

**Table 33. Land Owned or Leased for the Primary Purpose of Fishing or Hunting: 2016**  
 (Population 16 years old and older. Numbers in thousands)

	Fishing and hunting	Number
<b>LAND OWNERSHIP</b>		
<b>Sportspersons Owning Land</b>		
Total sportspersons . . . . .		1,716
Anglers . . . . .		820
Hunters . . . . .		1,172
<b>Acres Owned</b>		
Total acres owned . . . . .		162,019
Acres for fishing . . . . .		20,545
Acres for hunting . . . . .		141,474
<b>Expenditures for Land Owned</b>		
Total expenditures . . . . .		2,845,975
For fishing . . . . .		*1,298,078
For hunting . . . . .		1,547,897
<b>LAND LEASING</b>		
<b>Sportspersons Leasing Land</b>		
Total sportspersons . . . . .		979
Anglers . . . . .		...
Hunters . . . . .		901
<b>Acres Leased</b>		
Total acres leased . . . . .		136,833
Acres for fishing . . . . .		...
Acres for hunting . . . . .		130,581
<b>Expenditures for Land Leased</b>		
Total expenditures . . . . .		2,411,458
For fishing . . . . .		...
For hunting . . . . .		1,350,725

- 979,000 Sportspersons
- ~137 Million Acres
- \$2.4 Billion

\* Estimate based on a sample size of 10-29. ... Sample size too small (less than 10) to report data reliably.  
 Note: Detail does not add to total because of multiple responses.

2016 FWS Survey

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# What are Hunters Looking For?

- Less competition from other hunters
- Abundant game densities
- Atmosphere in which they feel welcome
- Safety
- Convenience or locations close to home
- Potential trophy qualities of game
- Convenient, comfortable & dependable lodging



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# Types of Hunting Leases – Non-Fee

- Non-Fee Access or Exchange of Services
  - Not everyone can afford to pay
    - Many are willing to donate time in exchange for access
    - Expectations need to be very clear
  - Benefits from allowing hunters
    - Reduced property damage by wildlife
    - Good will in the community

<p><b>LANDOWNER CARD</b></p> <p>Hunter's Name: _____                  Address: _____                  State: _____ Zip: _____                  Phone #: ( _____ ) _____                  Maximum number in party: _____                  Vehicle Description: Yr.: _____ Make: _____</p> <p><b>SPORTSMAN'S CARD</b></p> <p>I have given _____                  (sportsman's name)                  permission to _____                  (hunt, fish, trap, etc.)                  on my land _____                  (day or date)                  Signature (date) _____                  (landowner, date)</p>	<p><b>PLEDGE TO THE LANDOWNER</b></p> <p>I realize and appreciate that I am a guest on your land. I will treat it with respect. I will leave gates, livestock, and crops the way I found them. I will be held responsible for my actions and any accidents that occur on your property.                  Thank you for giving me the privilege to hunt, fish, or trap on your land.</p> <p>_____                  Sportsman's Signature                  REPORT ALL VIOLATIONS. CALL OPERATION GAME THIEF                  1-877-426-3643</p> <p><b>SPORTSMAN'S LIST</b></p> <ol style="list-style-type: none"> <li>1. Always ask permission before hunting.</li> <li>2. Follow all landowner's instructions.</li> <li>3. Treat land, livestock, crops, and other property with respect.</li> <li>4. Leave no trace of your presence.</li> <li>5. Share your game or fish with the landowner.</li> <li>6. Remember to stop and say thanks.</li> </ol> <p><b>The landowner is the sportsman's best friend.                  Treat them that way.</b></p> <p>REPORT ALL VIOLATIONS. CALL OPERATION GAME THIEF                  1-877-426-3643</p>
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# Types of Hunting Leases – Fee

- Lease Hunting
  - Selling property access rights to harvest wild game on private land
  - May or may not include additional services
    - Guided Hunts
    - Lodging
    - Meals
  - Year-round, Seasonal, Day Hunt with or without guide
- Hunting Preserve (Controlled Shooting Area)
  - Acreage of land owned or leased where pen-reared gamebirds are released for the purposes of hunting
  - Typically include additional services
    - Guided Hunts
    - Meals
    - Bird Cleaning
    - Lodging

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## \$\$\$ What can you charge? \$\$\$

- Determined by
  - Species present and included
    - Big Game, Waterfowl or Upland Wildlife
  - Quality of animals present
  - Abundance of target species
  - Quality of habitat
  - Demand in your area
  - Services Provided
    - Access only
    - Lodging
    - Meals
    - Guided Hunts



• \$2 - \$20+/acre

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# Hunting lease agreement

- Important elements
  - Legal description and map
    - Area under consideration is clearly delineated
    - Any areas of the property where activities are not allowed need to be delineated, too...
  - Hunting rights
    - When
    - What Species
    - What Methods of Take
  - Consideration
    - Rate
    - When is payment due?
    - How should payment be remitted?

## Appendix 2. Example Hunting Lease Agreement

THE STATE OF (state), COUNTY OF (county).

KNOW ALL MEN BY THESE PRESENTS:

This Hunting Lease Agreement is made by and between \_\_\_\_\_ (Landowner), hereinafter called "LESSOR," and \_\_\_\_\_ (Hunters), hereinafter called "LESSEES".

(The name and address of the landowner and individual or group of individuals may be listed. A hunter may be represented by a hunting club, sportsman's association, or other recreational group.)

1. LESSOR does hereby lease to LESSEES, for the purpose of hunting (specify game animals) during the season established and in accordance with the laws, rules and regulations of the (state wildlife and parks department) the following described premises located in \_\_\_\_\_ County, (state):

[In addition to a legal description, this section may include a description of any areas that are off-limits to the user, including safety zones around barns, buildings, and pastures. The lessee may be given a map or a tour to point out boundaries of the leased property.]

2. The term of this lease is for the (year) (game animals) hunting season, which season is scheduled to begin on or about the \_\_\_\_ day of (month) and ending on or about (month, year).

3. The consideration is to be paid by LESSOR to LESSOR at \_\_\_\_\_ County, (state), in \$ amount) in cash, one-half of the total to be paid on or before (day, month, year), and the balance to be paid on or before (day, month, year). Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damages for the breach of the agreement.

4. In the event any hunter paying consideration for this lease fails to execute the same, then those hunters executing the agreement shall be deemed as agents for each other hunters and responsible for all obligations hereunder imposed upon each individual member of the party. Violation of any agreement or obligation thereof by any member of the hunting party shall cause the lease thereupon to cease and terminate as to the entire group and all rights granted hereunder forfeited.

5. LESSEES understand and agree that the lease premises is not leased for agricultural and grazing purposes and, consequently, takes subject to the rights thereof. LESSEES further take subject to the right of any oil, gas, and mineral leases presently in existence on the lease premises or that may be executed during the term of this lease. LESSEES and LESSOR agree to cooperate so that the respective activities of one will not unduly interfere with the other.

6. LESSEES shall take the proper care of the lease property, the house, and all other improvements located thereon, and shall be liable for LESSOR for any damage caused to domestic livestock, fences, or other property of LESSOR, due to the activities of LESSEES or their guests exercising privileges under this lease.

7. LESSEES further covenant that they have inspected the described property and have found the premises to be in an acceptable condition and hereby waives any right to complain or to recover from LESSOR in the future relating to the condition of the lease property or any improvement located thereon.

8. LESSEES agree to protect, defend, indemnify, and save LESSOR harmless from any and all liability, claims, demands, causes of action of every kind, and character, without limit and without regard to the cause or cause therefore, of the negligence of any party of parties arising in connection herewith in favor of (1) any lessees hereto, (2) any person who comes on the lease premises with the express of implied



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# Hunting lease agreement

- Important elements (continued)
  - Improvements
    - Can the lessee develop roads, construct dwellings, install permanent hunting blinds, improve wildlife habitat, install food plots, or feeders?
    - Is the landlord expected to develop roads, construct dwellings, install permanent hunting blinds, improve wildlife habitat install and maintain food plots, or feeders?
  - Prohibited Uses
    - Anything you don't want to allow needs to be clear – e.g. off-road driving, hunting with dogs, night hunting, etc.
  - Insurance Coverage
    - Who is responsible for maintaining liability coverage?
    - What needs to be covered?
    - Don't assume that existing policies will cover – non-farm or ranch business exclusions

permission of Lessee. The above indemnity shall apply even if LESSOR'S sole negligence is the cause of such accident, injury, or damages.

9. If LESSEES default in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all rentals prepaid. In the event a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs, but also reasonable attorney's fees expended in the matter.

### (Examples of Optional Clauses)

1. Requirement to keep accurate records of all game taken and provide this information to the landowner at the end of the season.
2. Restrictions on the following activities:
  - a. Limit use of dogs on property, or limit to certain times and areas
  - b. Limit use of 4-wheel drive vehicles, or limit use to existing roads
  - c. Limit overnight camping or fires on the property
3. Landowner may reserve the right to hunt on their own land, or perhaps allow their family and guests to hunt.
4. Lessees may be held responsible for damages caused by their presence on the property, including broken fences, litter, or injured livestock. Penalties may be listed as repair or replacement.
5. Lessees may be permitted to construct blinds, tree stands, or feeders on the property and shall be permitted to remove these items upon termination of the lease, provided, no blind or stand shall be constructed in a manner that damages any of the trees located on the property.
6. Landowner may require notice prior to use of the property. This can include check-in at the landowner's house, written notice, or phoning in advance.
7. Permission of landowner for lessee to assign or sublet the leased rights.
8. Option of landowner to re-evaluate any existing harvest quotas on an annual basis.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

LESSOR: \_\_\_\_\_ LESSEES: \_\_\_\_\_  
 1. \_\_\_\_\_ 1. \_\_\_\_\_  
 2. \_\_\_\_\_ 2. \_\_\_\_\_  
 3. \_\_\_\_\_ 3. \_\_\_\_\_  
 4. \_\_\_\_\_ 4. \_\_\_\_\_  
 5. \_\_\_\_\_ 5. \_\_\_\_\_

Reference: Lee, C. and F.R. Henderson, eds. 1995. *Private Lands Wildlife Management*. Kansas State University.

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# Hunting lease agreement

- Important elements (continued)
  - Responsibilities of both parties
  - Remedies for breach of responsibilities
  - Termination
  - Optional clauses
    - Harvest quotas – maximum number of individuals of a species that can be harvested
    - Earn-a-buck or requirement that XX number of antlerless deer be harvested for each buck taken
    - Harvest records
    - Limit number of guests

permission of Lessee. The above indemnity shall apply even if LESSOR'S sole negligence is the cause of such accident, injury, or damages.

9. IF LESSEES default in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all rentals prepaid. In the event a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs, but also reasonable attorney's fees expended in the matter.

#### [Examples of Optional Clauses]

1. Requirement to keep accurate records of all game taken and provide this information to the landowner at the end of the season.

2. Restrictions on the following activities:

a. Limit use of dogs on property, or limit to certain times and areas

b. Limit use of 4-wheel drive vehicles, or limit use to existing roads

c. Limit overnight camping or fires on the property

d. The number of invited guests the lessee may bring onto the property

3. Landowner may reserve the right to hunt on their own land, or perhaps allow their family and guests to hunt.

4. Lessee may be held responsible for damages caused by their presence on the property, including broken fences, litter, or injured livestock. Penalties may be fined as repair or replacement.

5. Lessee may be permitted to construct blinds, tree stands, or feeders on the property and shall be permitted to remove them upon termination of the lease, provided, no blind or stand shall be constructed in a manner that damages any of the trees located on the property.

6. Landowner may require notice prior to use of the property. This can include check-in at the landowner's house, written notice, or phoning in advance.

7. Permission of landowner for lessee to assign or sublet the leased rights.

8. Option of landowner to re-evaluate any existing harvest quotas on an annual basis.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

LESSOR: \_\_\_\_\_ LESSEES:

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 5. \_\_\_\_\_

Reference: Lee, C. and F.R. Henderson, eds. 1995. *Private Lands Wildlife Management*. Kansas State University.

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# Landowner Liability

- Kansas Liability Laws
  - Landowner owes a duty of reasonable care for all lawful entrants
  - Landlord not responsible for injuries to third party in case of land occupied by a tenant (with exceptions)

# Landowner Liability

- Recreational Use Statute
  - Extends liability protection to landowners who make their property available for recreational use
    - Intended to encourage access to private land
  - Recreational use includes hunting, fishing, camping, hiking and related activities
  - Ag landowners may charge a fee for recreational use of agricultural land and still be protected from liability, with the exception of willful or malicious neglect

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# Landowner Liability

- Manage Risk
  - Maximize safety
    - Clean up hazards around property
    - Limit the number of guests
    - Have guests sign a release form
    - Discuss and clearly identify property boundaries
  - Liability Insurance
    - Policy purchased in addition to existing farm liability policy
    - Insurance companies that specialize in recreational insurance for landowners



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# Recreational Use Insurance

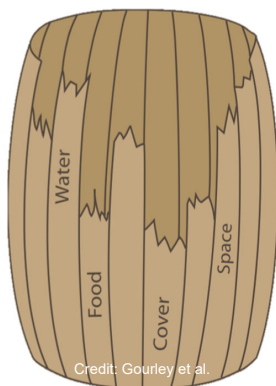
- Primary purpose is to provide for your defense when determining if a claim is legitimate
- Some options in addition to main farm insurance providers:



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# Wildlife Management

- Carrying capacity (number of individuals of a species) of the landscape determined by availability and quality of habitat for that species
- Habitat: Food, Cover, Water and Space required by a species



Credit: Gourley et al.

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# Increasing Wildlife

- Increase Recruitment Rates
  - Increase juvenile survival
    - Improve Cover
  - Increase reproduction
    - Improve body condition by providing food
  - Stock more wildlife
- Decrease Death Rates
  - Manage harvest
  - Reduce predation
    - Usually best accomplished by improving cover, rather than killing predators



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## How many can we harvest???

- Quail
  - Generally, harvest no more than 40-60% of the fall population
  - Quail cannot be stockpiled
  - Annual turnover rate may exceed 70%
  - Ideally – collect young:adult ratio in harvest to monitor recruitment
- Deer
  - How many acres do you manage?
  - White-tailed or Mule deer?
  - Trophy or minimum book scores?
  - Current population status?
  - Natural mortality high or low?
  - Buck:Doe Ratio?

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# Walk-In Hunting Access (WIHA)

- KDWP Leases Hunting Rights for Public Access
  - Specific Dates
    - September 1 – January 31
    - November 1 – January 31
    - March 1– May 31
  - Specific Regulations
    - Foot traffic only
    - No field trials
    - No target practice
    - Only for hunters
    - No night hunting with lights, night vision or thermals
    - Can add additional restrictions – No firearms deer, archery and shotshell only
- iWIHA
  - Hunters must check in for limited number of spots



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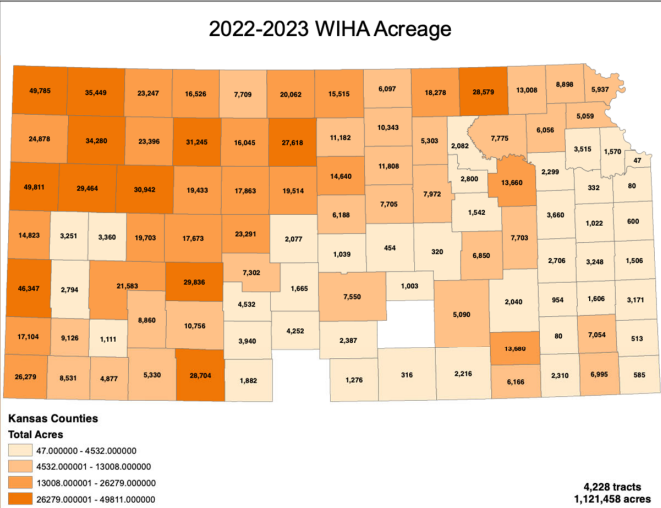
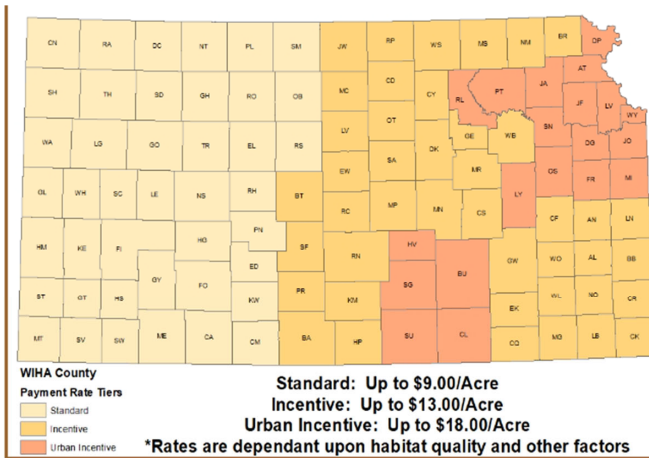
# Walk-In Hunting Access (WIHA)

- Landowners immune from damages or injuries from ordinary negligence
- Signage maintained by KDWP
- Patrolled by KDWP Law Enforcement
- 80 Acres Minimum Enrollment
- Payment rate depends on:
  - Length of access period
  - Habitat quality for the county
  - Wildlife abundance
  - Size of property
    - At least one tract  $\geq$  200 acres



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# WIHA



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## Summary

- Strong demand for access to private property for recreational use
- Hunters are looking for a recreational experience where they feel safe, welcome, and have abundant opportunities to experience nature
- A lease is an agreement between the property owner and a recreational user for the right to hunt, and may or may not include a fee or additional services
- The value of the hunting rights depends on the quality of wildlife habitat, which determines the potential to produce game; the quantity of game on the property; the quality of game on the property; species present and included in the lease; demand for hunting rights in the area, and additional services provided
- Lease agreements should be detailed legal documents that spell out all of the expectations and responsibilities of both parties.

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# Summary continued

- Kansas law provides liability protection to landowners who make their property available for recreational use
- Liability insurance for recreational use is still strongly encouraged!
- Wildlife management is important for maximizing the present and continued value of the hunting rights and wildlife resources present on a property
- WIHA may be a better option for some landowners

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# Questions?

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[www.wildlife.ksu.edu](http://www.wildlife.ksu.edu)

YouTube: KSRE Wildlife Management (@ksrewildlife)

Facebook: KSRE Wildlife Management (@ksrewildlife)

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