

Leasing hunting ... the Texas way

By John Wootters

Between 1979 and 2001, I did my whitetail hunting on acreage I owned in Webb County. For 20 years before that, I leased hunting rights like most other Texas deer hunters. I sold the property in 2000 and suddenly found myself without a place to hunt. This didn't trouble me for the first season, and my wife and I got nice invitations from

ranch-owning friends, so we didn't go without venison.

Still, something was missing. It was the companionship of old friends around the evening campfire, the challenge of new country to explore, and the freedom to hunt when and where on a property I pleased. So I began a half-hearted search for a possible deer lease.

Leasing, I found, has changed a lot

during the 22 years I was away from that scene. Some of the changes are for the better, and some not. What was once done on a handshake now takes some heavy-duty negotiating and a four- or five-page contract, not to mention sums of money we would have found mind-boggling in the old days.

For background, I've been hunting whitetail deer in Texas for more than 60 years. During those years I sometimes leased out my land to hunters, and simultaneously leased properties elsewhere in the state for my own hunting. That helps me understand both the lessee's and lessor's viewpoints, having been on both sides of that fence. I know the abuses and complaints that arise

from and about both parties.

In just the past month, I've negotiated a lease contract for hunting rights on a ranch not far from my home in west Kerr County with the landowner and his attorney (yes, there's always a lawyer in on the deal, these days). Hunters may see the property in question as a recreational place, but there's real money involved and it should be treated as a straight business deal for both sides.

Fortunately, in this case my opposite numbers at the negotiating table were extremely reasonable and fair-minded men with whom it was a pleasure to deal, folks I expect to be friends

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John Wootters photo

In velvet, this deer is in a fine environment for antler development.

Lease rights should be spelled out

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with for a long time.

Nevertheless, the five-page proposed lease contract presented was written exclusively from the landowner's point of view. In reply, I drafted a four-page, single-spaced list of suggestions and questions. We then thrashed out a compromise document that seems to me to protect the interests of both parties.

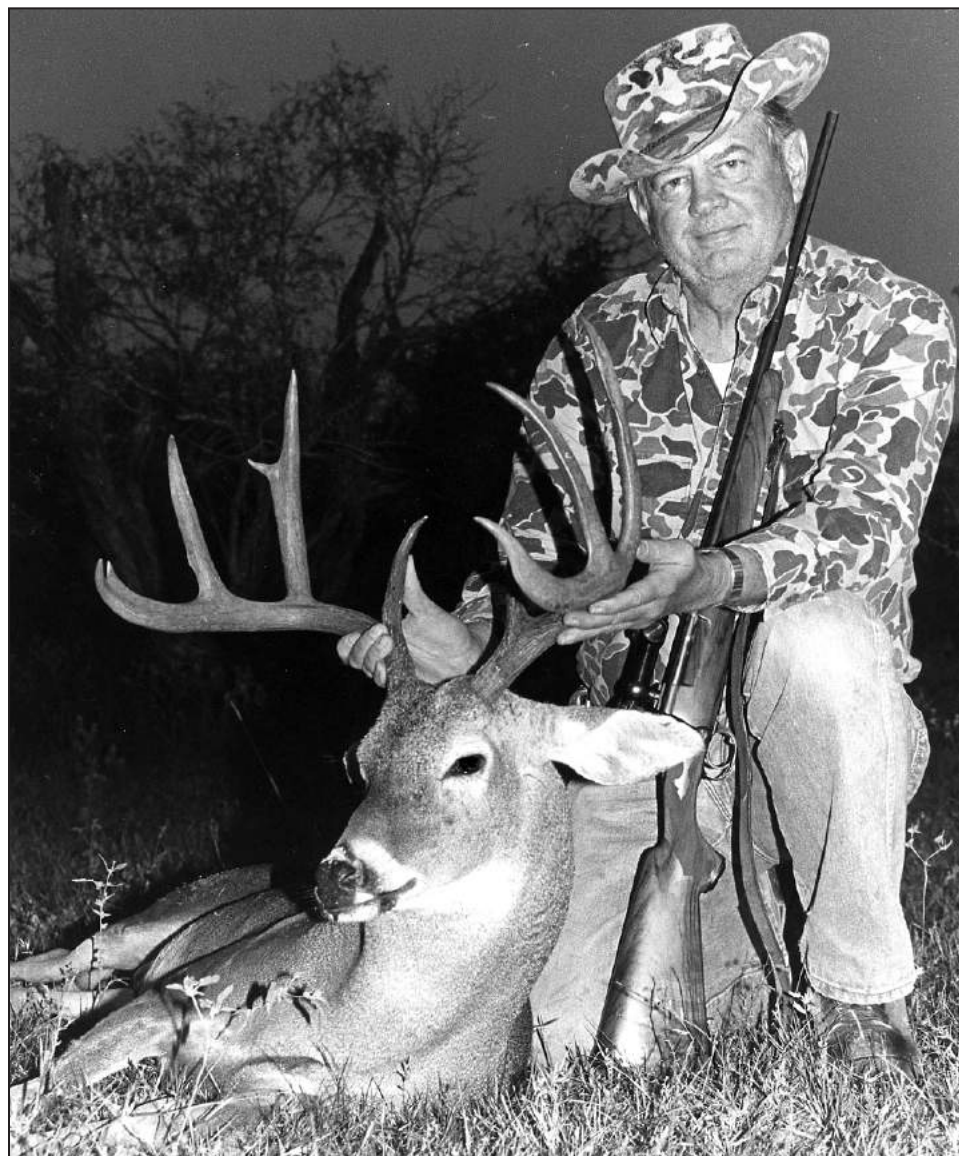
When hunters lease a hunting pasture, they're actually buying certain rights, the (usually exclusive) right to trespass on that property and to hunt there. If those rights aren't exclusive then the contract should name every other person who will be allowed to hunt on the property – the landowner, his family, his grazing lessee, his friends and guests, his biologist and his family, friends, and guests, etc., etc. Obviously, the situation can get out of hand, and the hunters can actually be deprived of the rights they purchased. This has happened to me in the past.

The landowner essentially sold me the hunting rights and then stole back from me that which I'd bought and paid for. I'm sure he didn't think of his actions in those terms, but that's what happened.

Remember that it is not deer we purchase, but the right to be present and to hunt, legally and with a minimum of interference. Buying and selling white-tail deer is illegal in Texas, so even if the lessees fill their tags they may still be deprived of the rights they paid good money for.

If he sells exclusive rights to his lessees, the landowner should be willing to guarantee those rights to a reasonable extent, as least to the point of cooperating in the prosecution of illegal trespassers. All too often, however, the trespasser is his brother or nephew, and that's when it gets sticky.

The contract must specify certain other things, beginning with the lease period. Do the hunters enjoy year-round access, and, if not, on what dates does their access begin and end each year? What species of game and how many specimens of each may be taken, by whom, and by what methods? If the hunters are interested in turkeys, predators, varmints, wild hogs, game birds, small game, bullfrogs, and/or fish, etc.,



John Wootters photo

A deer lease should allow the lessee — above, the author — to pursue the pleasure of hunting.

they should all be named in the contract.

How about guests? Are they permitted, and how are they defined? Is your wife or minor son a guest? Some landowners may wish to limit the types of weapons to be used: some may exclude archery tackle, for example, and others may insist on bowhunting only. Any and all rules and regulations

(beyond the federal and state game laws) must be listed if the lessees are expected to agree to obey same. Division of responsibility (as, for example, for maintenance of the camp, roads and equipment) should be made clear, as well as who pays the utility bills.

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