

# FISHING LEASE AGREEMENT (MISSISSIPPI)

THIS AGREEMENT (the "Lease") made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## BETWEEN:

[NAME OF LANDOWNER]

[address]

(the "Lessor", such term to include and be binding upon Lessor's successors and assigns)

- and -

**Those individuals and/or organizations listed on "Schedule A" to this Lease, which is made a part hereof by reference thereto**

(the "Lessee", such term to include and be binding upon the Lessee(s), Lessee's servants, employees, invitees, guests, agents, contractors, successors and assigns)

For the term and in consideration of the rental hereinafter set forth, and the covenants, conditions and obligations to be observed and performed by Lessee, Lessor hereby grants unto Lessee the rights and privileges set out in this Lease and "Schedule A" hereto (which is made a part of this Lease by reference thereto), to protect and take fish on certain contained non-navigable bodies of water, at such times as fishing is permitted by the laws and regulations of the United States and the State of Mississippi in force and effect on the lands of Lessor set out below:

[insert a complete description of the land, including address, deed number, number of acres, etc.]

County of \_\_\_\_\_, State of Mississippi

(the "Property")

## Terms and Conditions

1. The term of this Lease is for a period of \_\_\_\_\_ (\_\_\_\_\_) [insert the number of years in both words and numerals] year(s), commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The grant of any extension or renewal hereof, as well as the terms and conditions governing such extension or renewal, shall be at Lessor's sole discretion, and shall not be effective unless reduced in writing and executed by the parties.
2.
  - a. An initial rental fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per year shall be paid in advance to Lessor at \_\_\_\_\_ [insert address where payment must be made]. Payment may be made by personal check, cashier's check, money order, or valid credit card prior to the commencement of the Lease term.
  - b. The annual Lease fee after the initial year of the Lease term (if applicable) shall be subject to negotiation between the parties. The annual Lease fee after the initial year shall be agreed to in writing, a minimum of sixty (60) days prior to the expiration of the then current Lease year. If either of the foregoing conditions are not met, then the Lease shall be terminated on the last day of the then current Lease year. "Lease Year" refers to each twelve (12) month period commencing on the month and day that this Lease term commences.
  - c. Failure to make any payment hereunder when due shall forthwith terminate and cancel this Lease and the amount of rent already paid by Lessee shall be forfeited as liquidated damages for the breach of this Lease.
3. Lessee recognizes, understands, and acknowledges that Lessor has acquired and holds the Property for the purposes of \_\_\_\_\_ [insert a description of what the property is

*used for*], and Lessee agrees that all rights and privileges hereunder granted are, and shall be, at all times expressly subject to Lessor's basic and primary rights to prevent any fire, waste, nuisance, or damage to the Property or the value thereof, and to develop, use, enjoy, and protect the Property without limitation. Lessee's exercise of any of Lessee's rights hereunder shall in no way impede or hinder Lessor from the full enjoyment of the Property as described above. If necessary, expedient, or advisable, Lessor shall have the right to immediately prohibit, curtail, or suspend all fishing on the Property upon written notice thereof to Lessee, or Lessor may terminate this Lease as provided in Paragraph 7 herein.

4. *[delete this paragraph if Lessee is being granted exclusive rights]* Lessee understands and agrees that the fishing rights granted hereunder are not exclusive and that Lessor may grant fishing rights to third parties.

**THIS IS AN 8-PAGE DOCUMENT.**