



DEVELOPING PAY-TO-HUNT ENTERPRISES

FOREST STEWARDSHIP MANAGEMENT NOTE #22

INTRODUCTION

In recent years, the concept of landowners seeking compensation for providing hunting access has increased in popularity. This has been due to the increasing demand for outdoor recreation and to the desire of rural landowners make a return on their investment in land (#1).

This Note summarizes the advantages and disadvantages of pay-to-hunt operations and gives an overview of the factors landowners should consider when contemplating such an enterprise. Sources of further information are listed.

POTENTIAL ADVANTAGES OF PAY-TO-HUNT ENTERPRISES

1. **INCREASED MONETARY INCOME** - Nationwide, hunters pay landowners many millions of dollars annually for access rights. Fees vary widely depending on many factors. For example, white-tailed deer leases range from \$2 to \$10 per acre per year (#1).
2. **INCREASED "OTHER INCOME"** - In exchange for hunting access, landowners often barter for goods or services, ranging from health care to discounts on guns. Where long-term leases are agreed upon, landowners may benefit from road repair, fence building, patrolling, etc.
3. **IMPROVED CONTROL OF PROPERTY** - Pay-to-hunt operations are often established primarily to control access and reduce vandalism.
4. **ENHANCED NATURAL RESOURCE MANAGEMENT** - To attract customers, pay-to-hunt operations must provide reasonably good game populations. Thus, there is a strong incentive for landowners to implement good wildlife management practices, especially habitat improvement projects.

POTENTIAL DISADVANTAGES OF PAY-TO-HUNT ENTERPRISES

1. **LIABILITY** - Special insurance may be advisable for situations in which the landowner charges a fee for the use of property or facilities (see discussion below).
2. **COMMITMENT OF TIME AND MONEY** - To make a profit from any business requires careful management, and careful management requires a commitment of time and money. For example, time and money must be spent to advertise, to improve wildlife habitat, and to eliminate hazardous conditions.
3. **INTERFERENCE WITH OTHER ACTIVITIES** - Ongoing activities, such as farming and logging operations, may have to be modified or suspended during the hunting season. The landowners' own hunting activities are also likely to be affected.
4. **RESENTMENT BY FORMER USERS** - Relatives, neighbors, friends, and other hunters who formerly used the property may have ill-feelings about the loss of "their" free hunting grounds.

CONSIDERATIONS FOR DEVELOPING PAY-TO-HUNT ENTERPRISES

To be successful, a pay-to-hunt enterprise must have an adequate supply of game, it must be possible to control access, time and money must be invested in managing the operation, and the operator must be willing and able to deal well with people.

1. **RESOURCE BASE** - There must always be some game available, but the amount required varies with the type of hunting. For example, bird hunters expect to get several shots a day, whereas, bow and arrow deer

hunters are used to waiting days for a shot. It is not always necessary to own a large acreage of land. Sometimes, providing access to adjacent public lands can be a significant attraction.

2. ACCESS CONTROL - No one wants to pay for access where others can hunt for free. Thus, pay-to-hunt lands must be well posted, and the posting must be enforced. Some level of patrolling may be required, especially when an operation first opens, at the beginning of the season, and just before the season for species where blinds and baiting are used.

3. BUSINESS COMMITMENT - If a serious business commitment is not made to the operation, it is likely to become a non-profitable sideline (#1). Landowners must be willing to devote time and money, to modify or postpone ongoing farming, logging, or other land use activities that conflict with hunting, and to take a financial loss at first.

4. LANDOWNER SOCIABILITY - Even if all the above requirements are met, the enterprise is not likely to succeed if the operator is not hospitable. Hunters do want to bag game, but having a pleasant experience is even more important (#4). Pay-to-hunt operations are more like retail service businesses than the commodity production businesses many farmers and forest landowners are used to. If the landowner does not have the personality for being a friendly host, consideration should be given to hiring an operator who does.

Beyond these four basic requirements, decisions must be made about the legal and operational aspects of the enterprise. In the United States, lease hunting is legally controversial. Landowners control the right of access to their land (unless this right has been purposely modified, such as by participation in Michigan's Commercial Forest Act), but state governments control the right of possession of wildlife. Arguments continue over whether it is right to have to pay to hunt publicly owned game on private property (#1).

5. TYPES OF PAY-TO-HUNT ENTERPRISES - There are many ways to set up pay-to-hunt operations. The following paragraphs outline the basic types, but many variations are possible, and the terminology for these types also varies. In all cases, however, landowners should develop written agreements that are as specific as possible about the rights and responsibilities of both parties. Such agreements should be approved by the landowners' attorney and be signed by both parties.

PERMIT HUNTING - Permit hunting is simply hunting where a written permit is required but no money is involved. This type of hunting may provide some of the same advantages as pay-to-hunt operations without the hassles, or it may be the first step toward a commercial venture. See Reference #3 for a sample courtesy hunting permit format.

FEE HUNTING - In fee hunting, the hunter usually pays on a daily (or other short-term) basis to hunt in a specific area of a larger property where other hunters may also be hunting in designated areas. See Reference #3 for a sample daily license.

LEASE HUNTING - In lease hunting, the hunter(s) rent exclusive rights to hunt on a property, or part of it, generally for the duration of the season or longer. Many variations are possible (#2,3,6).

HUNTING PRESERVES - Hunting preserves are areas licensed by state wildlife agencies in which pen-reared animals are released to enhance hunting (#5). Some commercial hunting preserves are open to the public on a daily fee basis; others are private membership clubs.

6. LIABILITY - Landowners are generally in a more vulnerable position when they charge a fee to others for the use of their property or facilities. To be successfully sued, it must be shown that the landowners were negligent, meaning that they failed to act as a reasonable and prudent person would have. Nevertheless, courts tend to side with injured patrons. Michigan's Recreation Act (passed in about 1986) reduced the liability issue but pay-to-hunt enterprises should carefully consider obtaining insurance designed to provide legal aid in the event of a lawsuit and help pay claims or awards by the court (#8, Resources).

Operators should be aware that they cannot contract away their legal responsibilities. Thus, although landowners often obtain "releases" implying that hunters use the land and facilities at their own risk, such documents do not usually provide a defense against legal action (#8).

7. SERVICES and FACILITIES - Finally, careful consideration should be given to what services and facilities, if any, should be provided to hunters in addition to access to the land. The possibilities are many, ranging from primitive camping sites, to plush quarters complete with butchering facilities (#4).

REFERENCES

FSMN #'s refer to other Forest Stewardship Management Notes in this series.

#1 Bratkovich and D.W. Floyd. 1992. Lease hunting in the Central hardwood region: An examination of tradeoffs. 9th Central Hardwood Forest Conference.

#2 Busch, F. 1987. Leasing your hunting rights: Considerations for drafting a proper lease agreement. Clemson University Extension Information Leaflet 31.

#3 Byford, J.L. 1978. Extra income through hunting. University of Tennessee Extension Publication 677.

#4 Fowler, J.F. Undated. Developing a hunting lease enterprise. Illinois Forest Stewardship manual (Chapter 5.9 Pages 5-7).

#5 Kozicky, E.L. 19___. Hunting preserves for sport or profit. Caesar Kleberg Wildlife Research Institute, College of Agriculture, Texas A&M University, Campus Box 218, Kingsville, TX 78363.

#6 Marion, W.R. and J.A. Hovis. 1985. Developing a hunting lease in Florida. University of Florida Extension WRS1.

#7 Thomas, M.G. and D.R. Schumann. 1993. Recreation and wildlife recreational enterprises. Chapter 13 in Income opportunities in special forest products: Self-help suggestions for rural entrepreneurs. USDA Forest Service, Agriculture Information Bulletin 666.

#8 Twardzik, L.F. and R.E. Cary. 1982. Liability and insurance protection in rural recreation enterprises. Michigan State University Extension Bulletin 580.

RESOURCES

Hunting lease liability insurance may be available through the Alabama Forest Owners' Association. Contact: Lee Laechelt, AFOA, P.O. Box 104, Helena, AL 35080.

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