

HUNTING AGREEMENT

XXX Road – Block XX, Lot XX

THIS AGREEMENT, is made this ____ day of _____ between the TOWNSHIP OF READINGTON, a municipal corporation and body politic, having its municipal offices at **509 Route 523, Whitehouse Station, N.J. 08889** (hereinafter referred to as the “Township”); and _____, a non-profit corporation of the State of New Jersey, having its offices at _____ (hereinafter referred to as the “Hunting Club” and (if different) a mailing address of _____;

WITNESSETH:

In consideration of the sum of \$_____ paid by the Hunting Club to the Township, together with the mutual promises, covenants and conditions contained in this Agreement and for the purposes of conservation of lands and management of white-tailed deer on New Jersey Green Acres-assisted public park lands as set forth in the Project Agreement between the N.J.D.E.P. and the Township of Readington and applicable Green Acres regulations, the parties agree to perform and be responsible to each other as follows:

1. **LICENSE TO HUNT:** The Township, subject to the terms of this Agreement, grants to the Hunting Club the exclusive license (that is, permission) to hunt white-tailed deer via bow and firearms during the official New Jersey hunting seasons, applicable to Readington Township, during the time period from the date of this Agreement through the **2023-2024 Hunting Season** only (September 9, 2023 to February 17, 2024), on **XXX acres** of real property owned by the Township, located in the Township, lying along **XXX Road** and known as **Block XX, Lot XX** on the Tax Map of Readington Township (referred to below in this Agreement as the “Property”). While the Township will not grant any license or other rights to hunt white-tailed deer on the Property to any other organization or person, the Township shall not be responsible to the Hunting Club if any person or persons who are not members of the Hunting Club actually hunt white-tailed deer on the Property during the period of this license. This license is further subject to the rights of the public, as set forth in Section 5 below.

This license to hunt is granted solely for the period of the official New Jersey white-tailed deer hunting seasons, as they apply to Readington Township, during the period from the date of this Agreement through the **2023-2024 Hunting Season** only (September 9, 2023 to February 17, 2024), and for no other time period. The Hunting Club agrees to comply with this restriction. It is understood that a minimum quota of 0.20 antlerless white-tailed deer (does) per acre must be obtained by the close of the 2023-2024 white-tailed deer season. Should the minimum quota not be met, the Township reserves the right to disqualify the Hunting Club from bidding in the 2024-2025 season and/or reject or lower the priority of any bid submitted by the Hunting Club during the 2023-2024 season in the best interests, public health, safety and welfare of the Township. In the event that the Hunting Club reaches a quota of at least 0.30 antlerless white-tailed deer (does) per acre during the hunting season, the Hunting Club shall be entitled to renew this agreement for an additional one-year term at the same price set forth in paragraph 2 below. In addition to reporting required by the State of New Jersey, the Hunting Club shall also be responsible for simultaneously providing to the Township, its harvest confirmation

numbers provided to the State via the online harvest reporting system within 24 hours of harvest as more specifically provided elsewhere in this Agreement. Notification of reporting and login information permitting access to the State's on-line reporting system shall be provided by the club to the Township's Administrator Richard Sheola, unless another Township representative is subsequently and specifically designated in writing by the Township Administrator. If the Township is not able to successfully access the system on-line, the Township shall notify the Hunting Club which will then be responsible for providing said reporting information via hard copy.

2. **PAYMENT FOR LICENSE:** In consideration of this license to bow and shotgun hunt under the terms of this Agreement, the Hunting Club agrees to pay to the Township the sum of \$ **XX** payable at the time of signing of this Agreement.
3. **SECURITY DEPOSIT:** A security deposit in the amount of ten percent (10%) of the sum paid in Section 2 above shall be due and payable at the signing of this Agreement to guarantee the Hunting Club's performance in accordance with the terms herein. The security deposit shall be in the form of a money order, certified bank or cashier's check payable to the "Township of Readington" and shall be held in escrow by the Township Clerk during the term of the Agreement. In the event the Hunting Club "violates" (ie. fails to comply with) any of the terms of this Agreement, especially, but not limited to the conditions of use set forth in Section 5 below, the deposit may be released to the Township, at its option, in addition to any other remedies available under this Agreement or penalties prescribed by law. If no violations occur during the term of the Agreement, the funds shall be returned to the Hunting Club at the end of the term.
4. **SIGNAGE:** The Township shall be responsible for providing and posting hunting notices on the Property which is the subject of this Agreement. Prior to any hunting activities taking place, the Hunting Club shall cause its members to inspect the boundaries of the Property for which it has been awarded this license agreement in order to ensure that its members are able to view the hunting notification signs in the places where they have been installed by the Township. The Hunting Club shall have a continuing obligation to notify the Township of any missing or damaged signs during the term of this Agreement. If improper postings are discovered with respect to said signs, the Hunting Club shall be required to remove them immediately.
5. **WHO MAY HUNT, QUIET HOURS/DAYS AND CONDUCT OF HUNTERS:**
 - (A) Only members in good standing of the Hunting Club may hunt on the Property. Attached to this Agreement is a list of the names and addresses of all members in good standing of the Hunting Club, furnished by the Hunting Club, and only such persons, and any other persons who subsequently during the term of this Agreement become members in good standing of the Hunting Club and whose names and addresses are submitted to the Township Administrator prior to hunting on the Property, shall be permitted to hunt upon it. Each member who intends to hunt on the property shall be subject to a background check by the Readington Township Police Department. A copy

of the consent form is attached hereto and a corresponding number of completed forms must be returned with the hunting agreement.

Persons who are so authorized to hunt shall at all times while they are on the Property: (a) carry personal photo identification; (b) a map of the Property showing the authorized hunting areas; (c) a Township letter of permission to hunt the Property, and (d) shall display a valid New Jersey bow, firearms and/or all around sportsman hunting license (together with the proper hunting permit, if applicable). This identification shall be subject to verification upon request by the Readington Township Police or any other law enforcement agency having jurisdiction over the property. The Township Administrator or Clerk shall submit a map of the Property, together with the names of all permitted hunters on the Property to the Readington Township Police Department for use in enforcing this Agreement. Hunting shall take place during the term of this Agreement only during the official hunting seasons occurring during the term of this Agreement and any extension thereof.

- (B) All persons hunting on the Property pursuant to this Agreement shall at all times hunt and otherwise conduct themselves in accordance with New Jersey Division of Fish & Wildlife regulations, New Jersey State laws and Township ordinances, rules and regulations; this shall include, but shall not be limited to: compliance with all laws and regulations pertaining to hunting equipment used, number and sex of white-tailed deer taken and hours and dates of hunting. In addition, all persons hunting shall observe the "quiet hours/days" set forth in subparagraph (B)(i) below. No Hunting Club member shall smoke on the Property or possess on the Property any alcoholic beverage or controlled dangerous substance or be under the influence of any of the same while on the Property. In addition to any penalty provided by law, a breach of this provision shall be a breach of this Agreement which shall render it voidable at the option of the Township.

(i) Quiet Hours/Days.

1. At all days and times, firearms hunting shall be prohibited between the hours of 10 a.m. and 3 p.m. except as follows:
 - a. Saturdays
 - b. During the 6-day firearm season (as determined by NJ Fish and Wildlife);
and
 - c. On properties WITHOUT posted Township trails
2. Quiet hours and days do not apply to bow hunters.
3. At all times, hunting on Sunday is prohibited.

- (C) Persons using the Property pursuant to this Agreement shall use it solely for hunting white-tailed deer. **The hunting of other animals or game is strictly prohibited.** Hunters shall not interfere with any other use of the Property during the period of this

license, which is authorized by the Township, including entry onto the Property by officials or employees of the Township or others entering the property with the Township's permission. The Hunting Club understands that *non-hunting visitors are allowed on public park lands open to hunting, in accordance with New Jersey Green Acres regulations*. The Township shall encourage non-hunting visitors to wear blaze orange and to confine visits to Sunday during hunting season (September 9, 2023 to February 17, 2024). Non-hunting visitors shall be treated courteously.

- (D) Persons using the Property pursuant to this Agreement shall cause no damage to the Property or erect any fences or structures on it, except that portable, temporary elevated white-tailed deer stands may be placed in trees upon the Property for hunting purposes provided that they *do not* contain "screw in" steps and are a minimum of 10' in height. Stands left in place shall be at the Hunting Club's and its members' own risk and the Township shall not be liable for any loss or damage to stands or persons using them, even if not members of the Hunting Club. Ground blinds are strictly prohibited except for disabled hunters, per par. I below.
- (E) Members of the Hunting Club understand and affirmatively acknowledge that the property which is the subject of this Agreement is subject to Green Acres Program rules and that they must comply with the Project Agreement between the State of New Jersey and the Township of Readington.
- (F) Members of the Hunting Club agree to be responsible for promptly burying the remains of any white-tailed deer "dressed" or cleaned in the field.
- (G) The placing of materials, objects or fill on the property, or attempting to "improve" the trails, or the placing of extraneous materials of any kind is prohibited.
- (H) All vehicles and/or ATVs are prohibited from entering the referenced property at any time. All white-tailed deer shall be manually removed from the property, unless the hunter is a verified disabled individual, as provided below in (I).
- (I) Disabled hunters, who prominently display on their ATV valid evidence of their handicapped status via a placard issued by the N.J. Motor Vehicle Commission, may remove white-tailed deer via ATV and may hunt from ground blinds with prior written permission from the Township. The Hunting Club shall be responsible for identifying which of its members may hunt under these provisions and ensure that the required information is provided to the Township. The Township's Wildlife Advisory Subcommittee shall be responsible for reviewing and approving the use of proposed ground blind(s) prior to such permission being granted.
- (J) A mandatory orientation meeting shall be held with the Hunting Club, the Wildlife Advisory Subcommittee and an authorized representative of the Township Committee prior to hunting season. No meetings with the Hunting Club shall take place unless a representative of the Readington Township Administration is present.

6. **INSURANCE:** During the term of this Agreement, the Hunting Club shall maintain, in full force and effect, the insurance coverages listed below:
 - (A) The Hunting Club shall provide the Township with a certificate of such insurance within three (3) business days from notification of award and must name the Township of Readington as an additional insured. If the Hunting Club does not provide the certificate of insurance within three (3) business days from notification of award, the bid will be rejected and the deposit forfeited. Such insurance coverage shall extend at least through the period of permission to hunt granted by this Agreement.
 - (B) Commercial liability insurance, including contractual liability insurance to cover the indemnity agreement set forth below, with a limit per occurrence, and in the aggregate, of at least \$1,000,000. The policy of such insurance shall be obtained from a company with a rating of "A" or better, and such policy shall name the Township as an additional insured and shall identify the Property being hunted and covered by the policy.
7. **INDEMNITY AGREEMENT:** The Hunting Club shall indemnify, defend and hold harmless the Township from and against all claims, demands, suits and liability (including the reasonable cost of investigating and defending such) for personal injury, property damage, or death, arising out of, or incidental to, the use of the Property by the Hunting Club, or any of its members, or any of their guests, agents, invitees or permittees.
8. **REPORTING VIOLATIONS:** If either the Hunting Club or its members shall become aware of any violation of use of the Property during the term of this Agreement, they shall report it promptly to the Readington Township Police Department.
9. **HUNTING CLUB INFORMATION:**
 - (A) The Hunting Club shall furnish the Township Administrator with (a) a corporate certificate of good standing of the Hunting Club from the New Jersey Secretary of State's Office, if applicable; (b) the name and address of the registered agent of the corporation which constitutes the Hunting Club, if applicable, and (c) the names, residence addresses and home telephone numbers of all of the officers and members of the Hunting Club. If any of such names, addresses, or telephone numbers should change during the term of this Agreement, then the new information shall promptly be provided to the Township Administrator.
 - (B) The Hunting Club is required to take and submit a head-shot photo of all deer harvested on Township property, together with all appropriate harvest report details, including a NJ Division of Fish & Wildlife confirmation number, and be made within 24 hours to the program's online harvest reporting system or they will NOT count towards the quota. Timely and accurate reporting shall be a condition of the return of the security deposit referred to in paragraph 3 above.

- 10. **NO ASSIGNMENT:** Neither this Agreement, nor any portion of it, may be assigned by the Hunting Club.
- 11. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year beginning on the date set forth above and ending on _____ unless extended in accordance with par. 1 above. Any requests for an extension shall be made in writing prior to the end date of the agreement and must be approved by the Township Committee at a regularly scheduled Township meeting. Provided the conditions for an extension have been met, such approval shall not be unreasonably withheld.
- 12. **AUTHORITY TO SIGN:** The parties have read and understand this Agreement fully. It has been signed and sealed in accordance with New Jersey law by the duly authorized corporate officers of the Township and of the Hunting Club; the form has been approved by N.J. D.E.P. Green Acres.
- 13. **RIGHT TO CANCEL AGREEMENT AND LICENSE:** The license granted to hunt the subject property shall be subject to cancellation at the option of the Township at any time, whenever such cancellation is deemed to be in the public interest, or in the event the Hunting Club violates any of the terms herein, and in either case, at the sole discretion of the Township Committee of Readington Township. In the event of such cancellation, if the Hunting Club is not at fault or in default (ie. violation) of its obligations under this Agreement, the Hunting Club shall receive a pro-rata refund of the amount paid therefore, based upon the number of days left in the Agreement. However, if the Hunting Club is deemed by the Township to be “at fault” or “in violation” of the terms of this Agreement, the Township shall be entitled to retain the security deposit paid as set forth in Section 3 above.

In addition to the above, the Hunting Club understands and acknowledges that failure to comply with the conditions and obligations of this Agreement may result in the Hunting Club being prohibited in bidding on future agreements until all such outstanding conditions and obligations have been met.

ATTEST:

THE TOWNSHIP OF READINGTON

Karin Parker, RMC
Municipal Clerk

By: _____
Juergen Huelsebusch, Mayor

ATTEST/WITNESS:

By: _____