

Using Alternative Enterprises and Recreational Development to Bolster Farm Incomes

Materials provided by:

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This workbook includes the PowerPoint presentations, worksheets, and handouts for the webinar series conducted by Mississippi State University and the National Agricultural Law Center during the spring of 2012. To view the webinars [click here](#).



Using Alternative Enterprises and Recreational Development to Bolster Farm Incomes

Alternative enterprises such as hunting and agritourism offer landowners other ways to diversify their revenue stream and capture more value from their property. These enterprises are growing rapidly across the country and offer landowners other options besides traditional farming and forestry operations. However, these alternative enterprises also are accompanied by risks that landowners are often unfamiliar with and these risks must be addressed before the implementation of any new business venture.

This workbook is divided into six separate learning modules that can be used either independently or in conjunction with some or all of the rest of the modules on addressing these risks. Each module begins with a PowerPoint presentation that walks the reader through potential pitfalls in a given area. Some modules contain appendices with other beneficial information and each of the modules ends with a worksheet which enables the user to work through the issues in an individualized manner.

The first module deals with the basics on using alternative enterprises to create another revenue stream for a landowner. It lists opportunities and resources that are available to the public as well as contact information and prices associated with operating these alternative enterprises. The second module addresses evaluation of potential enterprises and the development of a business plan. The third module is geared towards recognizing and mitigating the legal risk that landowners face by allowing, and encouraging, members of the public to come onto their property. The fourth module works in part with the third module by explaining how business organizations can be used to reduce risk to the landowners by separating their assets from one another. The fifth module covers issues that arise when leasing property for hunting and recreational purposes. The sixth module concludes with drafting an alternative enterprises plan tailored to the landowner's abilities and their property's potential.

If you have any questions about the material or about concepts discussed in the learning modules please contact Adam Tullos at adamt@ext.msstate.edu or Rusty Rumley at rrumley@uark.edu.

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Using Alternative Enterprises and Recreational Development to Bolster Farm Incomes

Learning Module #1

February 16th 2012

Presenter: Mr. Adam Tullos

Mississippi State University Dept. of Wildlife Fisheries & Aquaculture



Welcome

❖ Please notice the Email and Phone number box below.

❖ Enter your Name and contact information

❖ You may be selected to participate in a post webinar survey

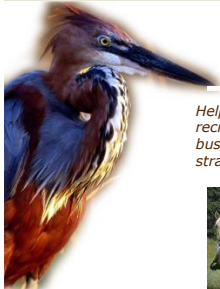




Outline

- ❖ NRE Program & Accomplishments
- ❖ What are natural resource enterprises
- ❖ Types of outdoor recreation & enterprises
- ❖ Recreation and enterprise value
- ❖ Landowner considerations





Natural Resource Enterprises

Helping landowners develop and manage recreational properties using sound business and habitat management strategies





What are Natural Resource Enterprises?

- ❖ Businesses that generate economic returns from nature based outputs.
 - ❖ Hunting/Fishing
 - ❖ Camping
 - ❖ Canoeing
 - ❖ Trail riding
 - ❖ Wildlife watching
 - ❖ Vegetable growing
 - ❖ Bed and Breakfast
 - ❖ Farm Tours







Recreational Access

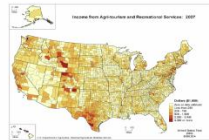
- ❖ Recreation on private lands focused on wildlife and fish
 - ❖ Hunting
 - ❖ Fishing
 - ❖ Wildlife watching
 - ❖ Horse trail riding
 - ❖ Agritourism
 - ❖ Heritage tourism
 - ❖ Bed and breakfast





Outdoor Recreation in USA

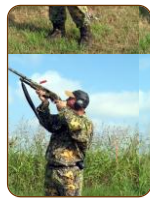
- ❖ Participants - 87.5 million
- ❖ Expenditures - \$122 billion (US) spent
- ❖ Hunting - \$23 billion
- ❖ Fishing - \$42 billion
- ❖ Wildlife watching - \$46 billion





Wildlife & Fisheries Recreation

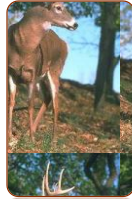
- ❖ Hunting
 - 304,000 hunters
 - \$520 million spent
- ❖ Fishing
 - 508,000 anglers
 - \$245 million spent
- ❖ Wildlife Watching
 - 731,000 participants
 - \$176 million





White-tailed Deer

- ❖ \$916.7 million statewide
- ❖ Supporting 43,694 full- and part-time jobs





Waterfowl

- ❖ \$146 million statewide
- ❖ Supporting 1,873 full- and part-time jobs





Eastern Wild Turkey

- ❖ \$17 million statewide
- ❖ Supporting 385 full- and part-time jobs





Wildlife Watching

- ❖ 31% of Americans participated and spent \$40 billion
- ❖ Increasing demand nationally and in the South
- ❖ Landowners are usually birders themselves and diversify income through this activity





Rural Land Values & Recreation

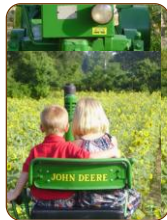
- ❖ \$680/ acre increase
- ❖ 52% of land value
- ❖ Hardwood forests enhanced values
 - ❖ Bottomland
 - ❖ Upland





Agritourism

- ❖ A Blending of Tourism and Agriculture
- ❖ Income Potential
 - ❖ Corn mazes, farm tours, molasses mill, bonfire parties, hay rides
 - ❖ Families, church groups, and school children
 - ❖ Survey, 7 operators earned \$500,000 annually on 100 acres while being open only 4 weeks/year (2005 MS survey)
 - ❖ Rural development potential





Nature Tourism

What is it?

- ❖ Camping
- ❖ Hiking
- ❖ Wildlife watching (Birding)
- ❖ Nature photography
- ❖ Nature Trail/Ed.

Pros

- ❖ Compatible with fee hunting once seasons close
- ❖ Allows for year-round use





Bed and Breakfast (Lodging)

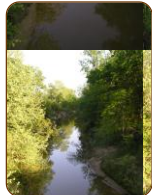
- ❖ Bed & breakfast
- ❖ Music
- ❖ Culture
 - Literature
 - History
- ❖ Rural appeal
- ❖ Family tradition





Enterprise "Investment" Value

- ❖ 4 Basic Values of Enterprises
- ❖ Economic value
 - Income
 - Assets
 - Land
 - Building
- ❖ Cultural value
- ❖ Ecological value
- ❖ Recreational value
 - 70/30 phenomena in U.S.





Activity Values for Southeast

| Business | Price Range | Average Price |
|--------------------------|--------------|-------------------------|
| ♦ Hunting | \$75-\$900 | \$1,281.00 |
| ♦ Working Farms | \$5-\$320 | \$161.77 |
| ♦ U-Pick | \$1.25-\$3.0 | \$1.43/lb \$8.50/gallon |
| ♦ Paintball | \$10-\$35 | \$18.50 |
| ♦ Sporting Clays | \$8-\$89 | \$31.08 |
| ♦ ATV Riding | \$5-\$975 | \$166.79 |
| ♦ Horseback Riding | \$10-\$155 | \$50.63 |
| ♦ Ziplines/Ropes Courses | \$7.50-\$395 | \$53.84 |
| ♦ Fishing | \$1-\$5.95 | \$3.74 |
| ♦ Wildlife Watching | \$3-\$395 | \$43.05 |
| ♦ Shooting Range | \$3-\$10 | \$4.88 |
| ♦ Youth Camps | \$50-\$450 | \$3,024.00 |
| ♦ Canoeing/Kayaking | \$25-\$900 | \$225.00 |
| ♦ Agritourism | Free-\$125 | \$15.89 |
| ♦ Camping | \$10-\$24 | \$17.55 |





How are enterprises important?

- ❖ Very important economically, especially to rural communities
- ❖ Promotes
 - ❖ Nature based ethics
 - ❖ Stewardship
 - ❖ Sportsmanship





Value-added Benefits to landowners...

- ❖ Enhance and diversify income
- ❖ Control access to property
- ❖ Reduce poaching and damage
- ❖ Higher quality timber & wildlife resources
- ❖ Enhance land stewardship and ownership retention





Getting Started

- ❖ Diversification of services offered
 - Hunting
 - Fishing
 - Wildlife watching
 - Agritourism
- ❖ "Entertainment Business"
 - Fire pit
- ❖ Work with What You Have on the Property
 - Landowner cooperative
- ❖ Sustainability of natural resources





Landowner Considerations

- ❖ Compatibility with existing operations
- ❖ Understanding revenue streams
 - Leases
- ❖ Marketing
- ❖ Liability issues
- ❖ Business planning
- ❖ Habitat management





Defining Your Objectives

- ❖ Which type of enterprise is comfortable
 - Hobbies, interests, or background
- ❖ Do you mind sharing recreational interests with others for profit
- ❖ Maximize income or supplement it
- ❖ Should I manage intensely for one use or diversify to attract other types of recreational income





Special Skills

- ❖ Have to be (People Oriented)
 - ❖ "My Padna"
- ❖ Basic understanding of Economic impacts from enterprises
 - Make decisions based on user satisfaction
 - ❖ User group preferences
 - User Expectations
 - Assessing User satisfaction
- ❖ Revenue streams (Potential and Realized)
 - Vision





Enterprise Planning

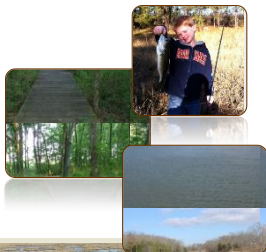
- ❖ Develop a business plan
 - ❖ Resources inventory
 - Physical resources
 - Labor resources
 - Financial resources
 - ❖ Business plan
 - ❖ Marketing plan
 - Professional appearance
 - Clear statement of services
 - Hit key selling points
 - Provide contact information
 - ❖ Financial plan





Anywhere, MS, AR, AL, TN, SC

- ❖ Have vision
- ❖ Take advantage of your special features
- ❖ Be attentive to resource potential





Conclusions

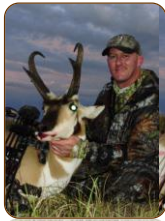
- ❖ Collecting needed skills
- ❖ Owners enhance income
- ❖ Stakeholder collaboration
- ❖ Sustainable development & resource conservation in rural communities





My Contact Information

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| Business | Price Range | Average Price |
|-------------------------------|--------------------|----------------------------|
| Hunting | \$75-7500 | \$1,281.08 |
| Working Farms | \$5-\$320 | \$161.77 |
| U-Pick | \$1.25-\$10 | \$1.43/lb \$8.50/gallon |
| Paintball | \$10-\$35 | \$18.50 |
| Sporting Clays | \$8-\$89 | \$31.08 |
| ATV Riding | \$5-\$675 | \$166.79 |
| Horseback Riding | \$10-\$155 | \$50.63 |
| Ziplines/Ropes Courses | \$7.50-\$395 | \$53.84 |
| Fishing | \$1-\$5.95 | \$3.74 |
| Wildlife Watching | \$3-\$395 | \$43.05 |
| Shooting Range | \$3-\$10 | \$4.88 |
| Youth Camps | \$50-\$5450 | \$3,024.00 |
| Canoeing/Kayaking | \$25-\$900 | \$225.00 |
| Agritourism | Free-\$125 | \$11.69 |
| Camping | \$10-24 | \$17.55 |

| Name of Business | Location | URL | Services | Cost | Lodging/Meals | |
|---------------------------------------|----------------|---|--|---|---|---|
| Hunting | | | | | | |
| Waccamaw Hunting Services, LLC | South Carolina | http://www.huntinglodge.net | Deer 2 deer per day (1 per sitting) | Semi-guided 2 days- \$750 3 days- \$1,125.00 4 days- \$1,450.00 5 days- \$1,775.00 | <i>Lodging and meals included in price.</i> | |
| | | | Turkey 2 hunts per day (2 turkeys total for each 2-5 day trip) | Fully-guided 2 days- \$750.00 3 days- \$1,100.00 | | <i>Lodging and meals included in price.</i> |
| | | | Boar (Jan 3- March 13) 2 boar per day (1 per sitting limit) | Semi-guided 2 days- \$700.00 3 days- \$1000.00 | | |
| | | | Boar (May 15- July 1) Limit: 2 hunters no limit on hogs | Semi-guided 2 days- \$600.00 3 days- \$800.00 4 days- \$1,050.00 5 days- \$1,300.00 | | <i>Lodging included, meals are not.</i> |
| Buck Run Hunting Lodge, LLC | South Carolina | http://www.buckrun.com/ | Deer (Bucks only) Limit: 1 per sitting, 2 per day | 3 days- \$1,350.00 5 days- \$2,250.00 7 days- \$3,150.00 Non-hunter- \$150.00/day Hog while deer hunting- \$150/hog \$30 cleaning/animal | <i>Lodging and Meals included.</i> | |
| | | | Deer (Bucks and Doe) | 3 days- \$1,350.00 5 days- \$2,250.00 7 days- \$3,150.00 Non-hunter- \$150.00/day Hog while deer hunting- \$150/hog \$30 cleaning/animal | | <i>Lodging and Meals included.</i> |

| | | | | |
|---------------------------------------|--|--|--|---|
| | | Hog | 3 days- \$1,000.00 5 days- \$1,660.00 \$30 cleaning/animal | <i>Lodging and Meals included.</i> |
| | | Quail | Half day- \$250.00 Full day- \$500.00 | <i>Lodging and Meals included.</i> |
| | | Turkey Limit: 2/day (5/season) | 3 days- \$1,350.00 5 days- \$2,250.00 | <i>Lodging and Meals included.</i> |
| Bostick Plantation | South Carolina http://www.bostickplantation.com | Turkey | April 1- May 1 3 days- \$1,250.00 May 1- Aug. 1 3 days- \$495.00 Sept.- Dec. 3 days- \$885.00 \$45 cleaning/animal | <i>Includes lodging and meals. No meals May 1- Aug. 1 included.</i> |
| | | Boar | April 1- May 1 3 days- \$1,250.00 May 1- Aug. 1 3 days- \$495.00 Sept.- Dec. 3 days- \$885.00 \$45 cleaning/animal | <i>Includes lodging and meals. No meals May 1- Aug. 1 included.</i> |
| | | Deer | April 1- May 1 3 days- \$1,250.00 May 1- Aug. 1 3 days- \$495.00 Sept.- Dec. 3 days- \$885.00 \$45 cleaning/animal | <i>Includes lodging and meals. No meals May 1- Aug. 1 included.</i> |
| Dorsey's Trophy Hunter's Lodge | South Carolina http://www.dorseyslodge.com/ | Boar 2 hogs/day, unlimited coyotes, & 1 bobcat/hunter | 3 days- \$975 Trophy Spot- \$695 | <i>Includes lodging and meals.</i> |
| | | Deer | 3 days- \$1,650 4 days- \$1,675 | <i>Includes lodging and meals.</i> |

| | | | | |
|---------------------------------------|--|---------------------------------|--|--|
| | | | 5 days- \$1,975 | |
| | | Turkey | 3 days- \$1,550 3 days combo turkey/fishing or hog- \$1,850 | <i>Includes lodging and meals.</i> |
| | | Quail | 25 birds- \$650 50 birds- \$1,050 Combo quail/hog- \$1,200 | <i>Includes lodging and meals.</i> |
| | | Fishing (catfish/striper) | \$145/person | <i>Includes lodging and meals.</i> |
| Carolina Buck and Boar Hunting | South Carolina http://www.hunthogs.com | Boar | 3 days- \$595 Cleaning- \$45.00 Caping- \$65.00 | <i>Lodging included.</i> |
| | | Trophy Deer (from stands) | 3 days- \$695.00 Cleaning- \$45.00 Caping- \$65.00 | <i>Lodging included.</i> |
| | | Combo Boar/Deer | 3 days- \$695.00 Cleaning- \$45.00 Caping- \$65.00 | <i>Lodging included.</i> |
| | | Stalk Hunting (Russian Boar) | 1st boar- \$595.00 Additional boar- \$450 Cleaning- \$45.00 Caping- \$65.00 | <i>Lodging included.</i> |
| Cowden Plantation | South Carolina http://www.jarrettrifles.com/cowdenpricing.html | Deer | \$400.00 | <i>Lodging included.</i> |
| | | Hog | \$300.00 | <i>Lodging included.</i> |
| | | Turkey | Self-guided \$300 guided- \$400 | <i>Lodging included.</i> |
| | | Non-hunter | \$70.00 | <i>Lodging included.</i> |
| | | Fishing | \$150.00 | <i>Lodging included.</i> |
| Bird's Branch | South Carolina http://www.bbpsc.com/rates.htm | Daily Fees | \$200.00 | <i>Lodging</i> |

| | | | | | |
|--|----------------|---|--|---|------------------------------------|
| | | 1 | | | <i>included.</i> |
| | | | Doe | \$100 each (bag limit 2 per day) | |
| | | | Buck (up to 6pts including button bucks) | \$250 each (bag limit 1 per day) | |
| | | | Buck (7-8 pts) | \$350 each (bag limit 1 per day) | |
| | | | Buck (9-10 pts) | \$500 each (bag limit 1 per visit) | |
| | | | Buck (over 18in wide spread) | \$600 each (bag limit 1 per visit) | |
| Bang's Paradise Valley Hunt Club | South Carolina | http://www.worldclassoutdoors.com/south_carolina_hunting.htm | Deer (Aug 15 - 31 and Oct 15- Nov 15) | 2.5 days- \$1262.50 3.5 days- \$1,662.50 | <i>Lodging and Meals included.</i> |
| | | | Deer (Oct 1 - 14 and Nov 16 - 30) | 2.5 days- \$1,075.00 3.5 days- \$1,400.00 | <i>Lodging and Meals included.</i> |
| | | | Deer (Sept & December) | 2.5 days- \$950.00 3.5 days- \$1225.00 | <i>Lodging and Meals included.</i> |
| | | | non-hunter | \$150 per day | <i>Lodging and Meals included.</i> |
| | | | Turkey | 3 days- \$1,350.00 | <i>Lodging and Meals included.</i> |
| | | | Hog | \$300.00 per day | <i>Lodging and Meals included.</i> |
| | | | Quail | ½ day- \$225.00 (10 birds) Full day- \$425.00 (18 birds) extra birds- \$7 | <i>Lodging and Meals included.</i> |
| Mississippi Deer Hunting Outfitters | Mississippi | http://www.mckennaoutfitters.com/ | Modern Rifle (rut hunt) | 4 days- \$2,100.00 | <i>Lodging included.</i> |
| | | | Modern Gun (first shot hunt) | 4 days- \$1600.00 | <i>Lodging included.</i> |
| | | | Black Powder Hunt | 4 days- 1,800.00 | <i>Lodging</i> |

| | | | | | |
|----------------------|-------------|---|--|---------------------|------------------------------------|
| | | | | | <i>included.</i> |
| | | | Deer Bow Hunt | 4 days- \$1000 | <i>Lodging included.</i> |
| | | | Bow, Black Powder, Single Shot Rifle Hunt | 4 days- 1,800.00 | <i>Lodging included.</i> |
| | | | Hog Hunt Special | 2 days- \$750 | <i>Lodging included.</i> |
| | | | Basic Turkey Hunt | 2 days- 1,000.00 | <i>Lodging included.</i> |
| | | | Deluxe Turkey Hunt | 4 days- 1600.00 | <i>Lodging included.</i> |
| Hickory Hills | Mississippi | http://www.hickoryhillshunting.com/ | Trophy white-tail (fully guided) | \$7,500.00 | <i>Meals and lodging included.</i> |
| | | | Management white-tail (fully guided) | \$3,500.00 | <i>Meals and lodging included.</i> |
| | | | Free Range white-tail (semi guided) | \$2,300.00 | <i>Meals and lodging included.</i> |
| | | | Turkey (fully guided) One bird hunt | \$2,300.00 | <i>Meals and lodging included.</i> |
| | | | Two bird hunt | \$2,800.00 | |
| | | | Half day deer / hog hunts / photographic outings | 100.00 + trophy fee | |
| | | | Trophy fees | | |
| | | | Trophy white-tail | \$7,000+ | |
| | | | Management white tail | \$3,000+ | |
| | | | Free range white tail | \$1,800.00 | |
| | | | Sika deer | \$1500.00 | |
| | | | Fallow deer | \$2,500.00 | |
| | | | Axis deer | \$2500.00 | |
| | | | Exotic doe | \$200.00 | |
| | | | White-tail doe | \$100.00 | |
| | | | Hogs | | |

| | | | | | |
|--------------------------------------|-------------|---|--|--|--------------------------------|
| | | | | \$1.00 per pound | |
| | | | One day turkey hunt (guided) With success | \$1,100.00 | <i>1 meal included.</i> |
| | | | One day turkey hunt (guided) Without success | \$ 600.00 | <i>1 meal included.</i> |
| | | | Non hunter | \$250 per single \$350 per couple \$100 per child under 16 | |
| | | | Butchering | \$40.00-\$80.00 per animal | |
| | | | Hats | \$15.00 | |
| | | | Cameraman for unguided hunts | \$50.00 per ½ day | |
| | | | Skeet range (not including ammunition) | \$35.00 per hundred clays | |
| | | | Accidental immature buck (less than 5 inches antler total) | \$800.00 no exceptions | |
| QUAIL VALLEY HUNTING PRESERVE | Alabama | http://www.quailvalleyhunting.com/ | All day hunt | \$265.00 | <i>Lunch included.</i> |
| | | | Half-day hunt | \$165.00 | <i>Snacks included.</i> |
| | | | Additional Quail | \$6.75 | |
| | | | Cleaning fee | 65 cents/bird | |
| Prarie Wildlife Lodge | Mississippi | http://prairiewildlife.com/main.html | Lodging (double occupancy) | \$125.00 | |
| | | | 12 yrs & younger | \$85.00 | |
| | | | 6 and younger pay for meals only | | |
| | | | Single Occupancy | +\$45.00 | |
| | | | Triple Occupancy | -\$20.00 | |
| | | | Exclusive Lodge** Rental | \$1,500.00 | |
| | | | 3 day deer hunt | \$1,200.00 | <i>Lodging/meals included.</i> |
| | | | 4 day deer hunt | \$1,600.00 | <i>Lodging/meals</i> |

| | | | | | |
|--|----------------|---|-----------------------------------|-----------------------------------|--------------------------------|
| | | | | | <i>included.</i> |
| | | | 5 day deer hunt | \$2,000.00 | <i>Lodging/meals included.</i> |
| | | | Dove hunt | \$150.00 | |
| | | | Dove hunt *Youth (6 – 12yrs) | \$100.00 | |
| | | | Half-day (corporate) | \$20/person | |
| | | | Full-day (corporate) | \$35/person | |
| | | | Early release quail hunt 1/2 Day | \$250.00/person | |
| | | | Early release quail hunt Full Day | \$495.00/person | |
| | | | Rabbit Hunt 1 Day | \$250.00/person | |
| | | | Rabbit Hung 1/2 Day | \$125.00/person | |
| | | | Wildlife Herritage Hunt | \$950.00/person | |
| Full Flight Hunting Preserve | Mississippi | http://www.fullflighthuntingpreserve.com/ | Self-guided | \$75/half day, plus cost of birds | |
| | | | Guided- half day | \$170.00/person | |
| | | | Guided- full day | \$340.00/person | |
| Little "q" Ranch | Mississippi | www.LittleQRanch.com | Half-Day Quail Hunt | \$200.00 per hunter | |
| | | | Full-Day Quail Hunt | \$380.00 per hunter | |
| | | | Lodging | \$250.00 a night | |
| Harris Springs Sportsman's Preserve | South Carolina | http://www.harrissprings.com/ | 2 Person Overnight Package | \$1,875.00 | |
| | | | 1 Day/2 Person Mixed Bag Package | \$1,975.00 | |
| | | | 2 Day/2 Person Quail Package | \$3,600.00 | |
| | | | 2 Day/2 Person Mixed Bag Package | \$3,800.00 | |
| | | | Half day 40 Quail | \$750.00 | |
| | | | Half day 50 Quail | \$900.00 | |
| | | | Half day 30 Chukar | \$750.00 | |
| | | | Full day 80 Quail | \$1450.00 | |
| | | | Full day 100 Quail | \$1550.00 | |
| | | | Full day 60 Chukar | \$1400.00 | |

| | | | | | |
|--|----------------|---|----------------------------------|--|------------------------|
| Dry Branch Hunting Preserve | South Carolina | | Deer Hunt 3 day package | \$1,200.00 | |
| | | | Duck Hunt 2 man blind for season | \$7,000.00 | |
| | | | Duck Hunt | \$400.00 | |
| | | | Dove Hunt | \$100.00 | |
| | | | annual membership | \$600.00 | |
| | | | Turkey Hunt | \$400.00 | |
| | | | Turkey Hunt 3 day package | \$1,200.00 | |
| | | | Hog Hunt | \$300.00 | |
| | | | 3 day Hog Hunt | \$850.00 | |
| Bayou Teche Hunting Preserve | Louisiana | http://beentherehuntinglouisiana.com/QUAIL_HUNTING/quail_hunting.html | Guided Hunts | \$8.00 per Quail \$13.00 per Chukar \$17.00 per Pheasant | |
| | | | Guide Fee | \$50.00 half day \$100.00 all day | |
| | | | | Book with Mike Guillory No Guide Fee | |
| David Smith Hunting | Louisiana | http://www.davidsmithhunting.com/ | Guided Goose Hunt | \$300 per hunter/per morning (minimum of 7 hunters) | <i>Economy Lodging</i> |
| Tennessee Extreme Hunting Adventure | Tennessee | http://www.tnboar.com/index.php | Hog Hunting | \$750 per hunter | |
| | | | Skin and Quarter | \$50 | |
| Paintball | | | | | |
| Redfox Games | South Carolina | | Paintball | \$10/player (own equipment) \$20 rental package | |
| | | | Airsoft | Field Fee- \$20.00/person | |
| | | | Paint (Breach) | 2000 rounds- \$60 1000 rounds- \$30 500 rounds- \$20 | |

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| | | Paint (Redemption) | 2000 rounds- \$65 1000 rounds- \$35 500 rounds- \$20 |
| | | All day Air | \$8.00/person |
| | | CO2 (Pay by the fill) | \$2-\$5 (depending on bottle size) |
| Ball Busters Paintball Inc. | South Carolina http://www.ballbusters-paintball.com/ | Field Fee | \$15/person (includes CO2 or Air) \$10/person for groups of 10 or more |
| | | Field Paint | 2000 rounds- \$50 500 rounds- \$15 |
| | | Tournament Grade Paint | 2000 rounds- \$60 500 rounds- \$17.50 |
| | | High pressure refills | 48ci to 90ci- \$1/1000lbs 91ci to 150ci- \$2/1000lbs 151ci and above- \$3/1000lbs |
| | | CO2 Refills | 9oz to 12 oz tank- \$3 14oz to 20oz tank- \$4 24oz to 32oz tank- \$5 Kegorator Bottle- \$25 |
| TriggerTyme Paintball | South Carolina http://www.triggertyme.com/ | Field Fees | \$10.00/person |
| | | Gun/Mask rental | \$5.00/person |
| | | Paint | 2000 rounds- \$50 |
| Fire Lake Paintball | South Carolina http://fire-lake.com/index.php?option=com_content&task=view&id=17&Itemid=38 | | \$30/person for entire day (everything included) |

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| Palmetto Hills Paintball | South Carolina | http://www.rockhillpaintball.com/Rates.htm | Field Fee | \$7.00/person | |
| | | | All day Air, CO2 and HPA | \$6.00/person | |
| | | | Rental (everything included) | \$20.00/person | |
| Ceder Hill Farm | Mississippi | http://www.cedarhfarm.com/paintball.php | Field Fee | \$15/person each day | <i>\$5 for hamburger or hotdog and drink.</i> |
| | | | Air Refills | CO2: \$0.35/oz. N2: \$1/1000psi All Day Air: \$10.00 per tank per day | |
| | | | Paint | 2000 rounds- \$50 500 rounds- \$15 | |
| | | | Rental (excludes paint) | \$30.00 | |
| | | | Player's Package | \$35.00 (everything included) | <i>Luch included.</i> |
| Action Pursuit Games of Brandon | Mississippi | http://www.apgob.com/ | Air Fills (end-of-day) | 2-12 oz- \$3 14-24 oz- \$4 | |
| | | | Paint | 2000 rounds- \$65-75 1000 rounds- \$35 500 rounds- \$20 | |
| | | | Lunch | \$3- hamburger or hotdog w/cold drink | |
| | | | Outdoor Computerized Laser Tag | \$25 per player for first 12 players. Additional players \$20 each | |
| Paintball XS | Tennessee | http://www.paintballxs.com/ | Field Fee | \$35 each for the first 12 players. Additional players \$30 each | |
| | | | Paint | \$58 per case of 2000 | |
| | | | 12 gram CO2 power capsules | \$0.50 each | |

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| Insane Paintball | Tennessee | Field Fee | \$40.00 | |
| | | Paint | \$70.00 per case of 2000 \$22.00 per bag of 500 | |
| LA Xtreme Paintball | Louisiana http://www.laxpaintball.com/ | Field Fee | \$5.00 | |
| | | All Day Air Pass | \$8.00 9oz. \$3.00 12-14oz. \$3.50 16-20oz. \$4.00 24oz. | |
| | | HPA | \$1.00 per 1000 psi | |
| | | Standard Paint | 100 \$5.00 300 \$12.00 500 \$20.00 1000 \$37.00 1500 \$54.00 2000 \$66.00 | |
| | | Premium Paint | 500 \$23.00 1000 \$42.00 1500 \$62.00 2000 \$76.00 | |
| Sporting Clays | | | | |
| River Bend Sportsman Resort | South Carolina http://www.rvrbend.com/ | Member (sporting clays) | \$25 per 50 shot round \$45 per 100 shot round | <i>4 Bedroom Suite \$650/night 3 Bedroom Suite \$500/night 2 Bedroom Suite \$380/night 1 Bedroom Suite \$255/night 1 Bedroom \$130/night Shotgun Cabins \$100/night</i> |

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| | | Non-member (sporting clays) | \$40 per 50 shot round \$65 per 100 shot round | <i>Breakfast \$13/person Lunch \$16/person Dinner Price based on Men</i> |
| | | Member (5 stand sporting clays) | \$15 per round | |
| | | Non-member (5 stand sporting clays) | \$19 per round | |
| | | Member (skeet) | \$10 per round | |
| | | Non-member (skeet) | \$13 per round | |
| | | Rifle and Pistol range | Member- no charge Non-member- \$45/hour | |
| | | 2 Person Regular Package Hunts | Half Day \$650 Full Day \$1,245 | |
| | | Tower Shoot | October 10, 2009 \$335 per person November 21, 2009 \$335 per person December 12, 2009 \$335 per person January 9, 2010 \$345 per person January 30, 2010 \$345 per person February 20, 2010 \$345 per person March 6, 2010 \$355 per person March 20, 2010 \$355 per person | |
| Broxton Bridge Plantation | South Carolina http://www.broxtonbridge.com/cMembershipsLays.htm | | Individual (includes spouse and children under 12) Initial Fee: \$50.00 | |

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| | | | Annual Dues: \$150.00 Corporate* (includes 2 employees) Initial Fee: \$50.00 Annual Dues: \$200.00 Additional employees: \$100.00/yr |
| | | 5-Stand Sporting Sporting (12 station automatic) | Member- \$8 Non-member- \$10 |
| | | 50 shot sporting | Member- \$20 Non-member- \$26 |
| | | 100 shot sporting | Member- \$35 Non-member- \$45 |
| Moree's Sportsman Reserve | South Carolina | http://www.moreespreserve.com/sporting_clays.html | 50 rounds \$20.00 100 rounds \$32.00 |
| Willow's Sporting Clays | Mississippi | http://www.harrahstunica.com/casinos/grand-casino-resort-tunica/casino-misc/willows-trap-skeet-and-sporting-clays-detail.html | Sporting Clays Round of 50 Targets With personal gun & ammo \$28 With Willows gun & ammo \$55 |
| | | | Sporting Clays Round of 100 Targets With personal gun & ammo \$45 With Willows gun & ammo \$89 |
| | | | Trap & Skeet With personal gun & ammo \$10 With Willows gun & ammo \$29 |
| | | | Duck Flush With personal gun & ammo \$10 With Willows gun & ammo \$19 |
| Benton Sporting Clays | Tennessee | http://www.bentonsportingclays.com/ | 5-Stand Members \$ 6.00 Non-Members \$8.00 |

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| | | | Women \$ 6.00 Children 18 and Under- \$6.00 |
| | | Sporting Clays | Members \$ 0.30 per target (includes cart rental) Non-Members \$ 0.38 per target (cart rental \$10) Women \$ 0.20 per target Children 18 and Under-- \$ 0.20 per target |
| Northeast Alabama Sporting Clays | Alabama http://neasca.com/ | Sporting Clays | 100 Targets \$27.00 + tax 50 Targets \$14.00 + tax |
| | | 5-STAND or WOBBLE TRAP | 25 Targets \$5.00 + tax PRICE PER EXTRA TARGET \$0.27 + tax |
| ATV Ridding | | | |
| 101 MX | South Carolina http://www.101mx.com/ | ATV ridding | \$20 per rider |
| Carolina Adventure world | South Carolina http://www.carolinaadventureworld.net/ | Adults | Day passes- \$25 2 day- \$35 3 day- \$45 |
| | | Children under 18 | \$15.00 |
| | | Children 3 & under | Free |
| | | Non-rider | \$10.00 |
| | | Book of 10 day passes | \$225.00 |
| | | Annual Passes | Individual- \$350.00 Family- \$500.00 |

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| | | | Couples- \$425 Friends and Family- \$675.00 |
| Cedar Springs OHV Trail | South Carolina | Fees | \$5 per OHV per day |
| Wambaw cycle trail | South Carolina | Fees | \$5 per OHV per day |
| Horseback Riding | | | |
| Southern Cross Guest Ranch | Georgia | http://www.guestranches.com/southcross/ | All of Low Season and Mid Season Weekdays (Mon-Thur)- Guests One Hour: \$40 Two Hours: \$60 All of High Season and Mid Season Weekends (Fri-Sun)- Guests One Hour: \$45 Two Hours: \$70 All of Low Season and Mid Season Weekdays (Mon-Thur)- Non-Guests Half Day: \$70 Full Day: \$115 All of High Season and Mid Season Weekends (Fri-Sun)- Non-Guests Half Day: \$95 Full Day: \$155 <i>\$12.50 (Mon-Thurs)</i> <i>\$15.00 (Fri-Sun)</i> |
| Bear Creek Stables | South Carolina | http://www.bearcreekstables.net/ | Guided Small Groups \$40 1 Hour Executive Small Groups \$50 1 Hour All Day Trail Ride Excursion \$150 per rider - Limit of 5 riders. BYOH - Bring your own Horse! \$10 per horse (Negative Coggins Test Required) BYOH - With a Guide \$10 per horse and \$20 per hour for a guide. |
| Ward Ride | South Carolina | http://www.ward-ride.com/ | Adults Whole Weekend Ride- \$40/person For Arrivals Prior to Friday AM- \$45/person Day Ride (includes |

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| | | | | lunch)- \$20/person |
| | | | Children under 12 | Whole Weekend Ride- \$20/person Day Ride includes lunch - \$10/person |
| Lakeview Plantation | South Carolina | http://www.lakeviewplantation.com/ | Ridding | \$10/person per day <i>\$25/night no linens</i> |
| | | | Camping (people) | \$10/person per day |
| | | | Camping (horses) | \$5/horse per day |
| | | | Corral Stalls (one stall per horse) | \$5/horse per day |
| | | | Stall Bedding (per bag) | \$5.00 |
| | | | Hay (per bale) | \$10.00 |
| The Inn at Middleton Place | South Carolina | http://www.theinnatmiddletonplace.com/default.asp?name=Site2010&catID=20541&parentID=20463 | Trail Rides | \$45/person |
| Circle S Ridding Stables | Mississippi | http://www.mylongleaftrace.com/CircleS/Prices.htm | Horse Rental/hour | \$35/person |
| | | | Lessons | Private Lesson (Hourly)\$45.00 (per person) Semi-Private "Group" Lesson (Hourly) \$35.00 (per person) |
| Sunflower Farm and Ranch | Louisiana | http://sunflowerfarmandranch.net/ | Unlimited Guided or Non-guided Riding | \$150.00 <i>Camping free</i> |
| Collins Natural Horsemanship | Louisiana | http://www.collinsnaturalhorsemanship.com/ | Stagecoach - 1 hour Splashy Creek - 1.5 hrs Doc's Delight - 2 hours | \$30 per person \$45 per person |

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| | | | 1\$60 per person |
| Working Farm Vacations | | | |
| Corner Stone Farm | Virginia | http://www.cornerstonefarm.net/farmer.html | Farmer's Package \$270.00 per night Single occupancy \$320.00 per night Double occupancy Weekend Rate \$295.00 per night Single occupancy \$350.00 per night Double occupancy |
| | | Farm Hand Package | \$175.00 per night Single occupancy \$225.00 per night Double occupancy Weekend Rate \$195.00 per night Single occupancy \$275.00 per night Double occupancy |
| Liberty Hill Farm | Vermont | http://www.libertyhillfarm.com/index.htm | Adults \$98 |
| | | Teens | \$75 |
| | | Children under 12 | \$54 |
| | | Infants under 2 | No charge |
| | | Additional Dinners | \$20 |
| Hull-o Farms | New York | http://www.hull-o.com | Rose House (Adult) \$130.00 |
| | | | Gifford House (Adult) \$130.00 |
| | | | Austin House (Adult) \$130.00 |

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| | | Children under 2 | Free | | |
| | | 2-4 (all) | \$50.00 | | |
| | | 5-9 (all) | \$65.00 | | |
| | | 10-14 (all) | \$75.00 | | |
| Ropes Courses/Zip Lines | | | | | |
| Chattanooga Ridge Adventures | South Carolina | http://www.wildwaterrafting.com/charopes.php | Low Ropes Activity | \$30/person | |
| | | | High Ropes Adventure Activity | \$40/person | |
| | | | Climbing Tower Activity | \$25/person | |
| | | | Low/High Combo | \$70/person | |
| Camp Kinard | South Carolina | http://www.sclrc.com/ropescourse.html | Half Day | \$30/person | |
| | | | Full Day | \$40/person | |
| | | | Half Day w/overnight stay | \$25/person | |
| | | | Full Day w/overnight stay | \$35/person | |
| True Adventure Sports | Alabama | http://www.trueadventuresports.com/ | Rappelling Adventure | \$37/person | <i>*classes available</i> |
| | | | Rock Climbing Adventure | \$35/person | <i>*classes available</i> |
| | | | Bouldering Adventure | \$27/person | <i>*classes available</i> |
| | | | Extreme Night Hike | \$19/person | |
| | | | Evening Lake Tour | \$33/person | |

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| | | Wild Cave Tour | \$30/person |
| | | Extended Wild Cave Tour | \$65/person |
| | | Day Zip Line Adventure | \$20/person |
| | | Night Zip Line Adventure | \$25/person |
| | | Zip Line Adventure | \$75/person |
| | | Sky Swing Adventure | \$25/person |
| | | Night Sky Swing Adventure | \$30/person |
| | | Sky Swing/ Zip Line Combo-North East Alabama | \$45/person |
| | | Outdoor Laser Tag-Lookout Mountain | \$15/person |
| | | High Adventure Trip-North East Alabama | \$137/person |
| | | Treasure Hunt Adventure-Manitou Cave | \$65/person |
| | | One-Day Treasure Hunt-Northeast Alabama | \$85/person |
| | | Extreme Race-North East Alabama | \$395/person |
| | | Survival Adventure-North East Alabama | \$115/person |
| | | The Winter Excursion-North East Alabama | \$65/person |
| | | Backpacking Trip Highlands (North Carolina) | \$85/person |
| Loco ropes | Arkansas | http://www.locoropes.com/ | Flying Pig ZipLine \$7.50 tax included |

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| | | HotShot FreeFall | \$7.50 tax included |
| | | Planks Peak Climbing Wall | \$7.50 tax included |
| | | End of the Line (Loco Lines 1,2,3) | \$40 |
| | | Short Line (Loco Line 1) | \$15 |
| Firewire Ziplines | Georgia | Super Zip ride | \$29.95 |
| Fishing | | | |
| Tumbling Waters | North Carolina | http://www.tumblingwaters.com/troutpond.html | Rainbow Trout \$3.50/lbs |
| Grandfather Trout Farm | North Carolina | http://grandfathertroutfarm.com/ | Rainbow Trout \$5.95 per pound Cleaning- 50 cents each |
| Cooper Creek Trout Farm | North Carolina | http://www.coopercreektroutfarm.com/ | \$4.50/lb \$1 cover charge to fish |
| 1 Chasing Tail | Louisiana/Mississippi | http://www.fishinglouisiana.net/ | Fishing Charter \$450.00 1-3 Anglers \$600.00 4 Anglers \$750.00 5 Anglers |
| Peake Fish Farm | Alabama | http://www.peakfishfarm.com/ | Adult (13-61) Fish limit 20 Lbs \$10.00 Seniors Fish limit 20 Lbs \$8.00 Children (6 to 12) fish limit 10Lbs \$5.00 Grain Fed Catfish Pond \$1.50/lb |
| Wildlife Watching | | | |
| Ventures Birding Tours | North Carolina | http://www.birdventures.com | Early Arrivals "Simon Says" Guided Bird Walk \$19 \$3 for Annual Passholders \$8 for ages 6-15 |

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| | | | Warblers! "Simon Says" \$19 | |
| | | | Guided Bird Walk | \$3 for Annual Passholders \$8 for ages 6-15 |
| | | | Summer Birding | \$19 |
| | | | "Simon Says" Guided Bird Walk | \$3 for Annual Passholders \$8 for ages 6-15 |
| | | | Flock to the Rock. A weekend of Bird activities at Chimney Rock Park | No cost w/park admission |
| | | | Southbound Migration | \$19 \$3 for Annual Passholders \$8 for ages 6-15 |
| Ecotours of South Mississippi | Mississippi | http://www.ecotoursofsouthmississippi.com/ | 2 hour tour | 2 people \$35 each 3-6 people \$25 each |
| | | | 4 hour tour | 2 people \$60 each 3-6 people \$50 each |
| | | | 8 hour tour | \$395 for up to 6 people <i>Lunch included</i> |
| | | | Sunset Cruise | 1hr cruise at sunset \$100 for up to six people |
| Assateague Explorer | Virginia | http://www.assateagueisland.com/birdwatching_tour.htm | Adults | \$43.00 |
| | | | Children ages 3-11 | receive a \$10 discount |
| | | | Children under 3 | Free |
| Shooting Range | | | | |
| Foothills Firearm Training Center | South Carolina | http://www.cwpclass.com/ | Rifle/Pistol Range | \$3/booth per hour |
| | | | Trap/Skeet Ranges | \$3 per person per round of 25 clay birds |
| | | | Shotgun Patterning | \$3 per hour |

| | | | Range | |
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| | | | Static and 3-D Archery Ranges | \$3 per hour |
| Whitetail Ridge Outdoors | Mississippi | http://www.whitetailridgeoutdoors.com/ | Access Member (skeet/trap) | \$5 / 25 targets |
| | | | Yearly Member (skeet/trap) | \$6 / 25 targets |
| | | | All-Sporting (skeet/trap) | \$6 / 25 targets |
| | | | Guest (skeet/trap) | \$10 / 25 targets |
| | | | Firearm Rental | \$15.00 |
| Big Sky Skeet and Trap Club | Alabama | http://www.bigskyskeetandtrap.org/ | 4 skeet fields 2 trap fields | \$7.50 per round for Club Visitors \$4.50 per round for Club Members \$150.00 annual Family membership |
| C&W Shooting | Alabama | http://www.cwshooting.com/ | 5 station trap range | \$6.00 per round 25 shots |
| | | | 8 station skeet range | \$6.00 per round 25 shots |
| | | | 11 station sporting clay range | \$30.00 per round 100 shots |
| | | | Pistol/Rifle Range | \$10.00 per hour per shooter \$5.00 minimum |
| Dixie Trap | Alabama | http://www.dixietrap.com/ | Membership | \$75 |
| | | | One round of Trap or Skeet | \$4.50 Member \$6.00 Non Member |

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| | One Round of Five Stand | \$6.00 |
| Youth Camps | | |
| Adventure Treks | http://www.adventuretreks.com/ Blue Ridge Experience | \$2850 |
| | Blue Ridge Adventure | \$3395 |
| | Pacific Northwest Experience 1 | \$2850 |
| | Pacific Northwest Experience 2 | \$2850 |
| | Pacific Northwest Adventure | \$3395 |
| | Ultimate Northwest | \$4150 |
| | Cascades Challenge | \$4150 |
| | Leadership Summit | \$4295 |
| | California Adventure 1 | \$3795 |
| | California Adventure 2 | \$3795 |
| | California Challenge 1 | \$3250 |
| | California Challenge 2 | \$3250 |
| | California Challenge 3 | \$4250 |
| | British Columbia Adventure 1 | \$4250 |
| | British Columbia Adventure 2 | \$4250 |
| | British Columbia Adventure 3 | \$3750 |
| | Alaska Expedition 1 | \$3750 |

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| | | Alaska Expedition 2 | \$3750 |
| | | New England Experience | \$4895 |
| | | Ultimate Northeast | \$4895 |
| Outward bound | South Carolina http://www.outwardbound.org | 4-11 days | \$75 |
| | | 12-27 days | \$125 |
| | | 28-59 days | \$175 |
| | | 60+ days | \$225 |
| Visions Service Adventures | http://www.visionserviceadventures.com/ | Alaska | \$4,900 |
| | | British Virgin Islands | \$4,900 |
| | | Dominica | \$4,900 |
| | | Dominican Republic | \$4,900 |
| | | Ecuador & Galapagos | \$5,450 |
| | | Guadeloupe | \$5,150 |
| | | Ghana | \$4,900 |
| | | Mississippi | \$4,900 |
| | | Montana | \$4,900 |
| | | Nicaragua | \$4,900 |
| | | Peru | \$4,900 |
| | | Vietnam | \$5,150 |
| | | Middle School - BVI | \$3,900 |

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| | Middle School – Montana | \$3,900 |
| | British Virgin Islands | \$3,900 |
| | Peru | \$3,900 |
| | Montana | \$3,900 |
| | Nicaragua | \$3,900 |
| Camp Cherio | North Carolina http://www.campcheerio.org/trad/schedule_rates.php | June 12 - 18 \$850 |
| | | June 19 - June 25 \$850 |
| | | June 26 -July 9 \$1700 |
| | | July 10 - 16 \$850 |
| | | July 17 - 30 \$1700 |
| | | July 31 - August 6 \$850 |
| | | August 7 - 13 \$850 |
| | | August 14 - 19 (ends on Friday) \$790 |
| | | Extreme Session 1 (Girls Session) \$1700 |
| | | Extreme Session 2 (Coed Session) \$1700 |
| | | Extreme Session 3 (Coed Session) \$1700 |
| | | Extreme Session 4 (Coed Session) \$1700 |
| | | Canoe Trip for campers aged 10 and up \$50 |

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| | | | Carowinds Trip Theme Park | \$150 |
| | | | Golf Trip for campers aged 12 and up | \$45 |
| | | | Caving Trip for campers aged 10 and up | \$80 |
| | | | Climbing Trip for campers aged 10 and up | \$70 |
| | | | Riding Trip for campers aged 10 and up | \$150 |
| | | | Advanced Riding for campers aged 12 and up | \$100/\$125 |
| Camp Woodmount | Georgia | http://www.campwoodmont.com/ | Two-week tuition | \$1125 |
| | | | One-week tuition | \$695 |
| Sea Turtle Camp | North Carolina | http://www.seaturtlecamp.com/ | Marine Biology Sea Turtle Camp; ages 13 - 16 | \$2,495.00 |
| | | | Marine Biology Sea Turtle & Scuba Camp; ages 13 - 16 | \$2,995.00 |
| | | | Marine Biology Sea Turtle Camp; ages 13 - 16 | \$1,295.00 |
| | | | Marine Biology Sea Turtle Camp; ages 14 - 17 | \$2,495.00 |
| | | | Marine Biology Sea Turtle & Scuba Camp; ages 13 - 16 | \$2,995.00 |

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| | | Marine Biology Sea Turtle Camp; ages 13 - 16 | \$1,295.00 |
| | | Marine Biology Sea Turtle Camp; ages 13 - 17 | \$1,295.00 |
| | | Womens Sea Turtle Rejuvenation Retreat | \$2,295.00 |
| Canoeing/Kayaking | | | |
| Sea Kayak Carolina | South Carolina http://www.seakayakcarolina.com/ | 2-3 hours | \$49.00 |
| | | 5-6 hours | \$60.00 |
| | | Custom tour | \$90.00 |
| Nature Adventures Outfitters | South Carolina http://www.kayakcharleston.com/ | Full Day | \$85 for adults \$48 for kids age 12 and under |
| | | 2 hour tours | \$28 each |
| | | 3 hour tours | \$23 each |
| Beauford Kayak Tours | South Carolina http://beaufortkayaktours.com | Half-day | \$40 per Adult \$30 per child under 18 |
| | | Florida Everglades | \$900/person |
| Black River Outdoors Center | South Carolina http://www.blackriveroutdoors.com | Caone | \$50- first day \$35- additional days \$155- 5 days |
| | | Kayaks, solo | \$35- first day \$25- additional days \$110- 5 days |
| | | Kayaks, tandem | \$50- first day \$35- additional days \$155- 5 days |

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| | | Trailers, small | \$35- first day \$25- additional days \$110- 5 days |
| | | Trailers, large | \$50- first day \$35- additional days \$155- 5 days |
| | | Beach kayak seat back | \$5- first day \$3- additional days \$14- 5 days |
| | | PFD or Paddle | \$5- first day \$3- additional days \$14- 5 days |
| Calm Water Kayak Tours | South Carolina http://www.calmwaterkayaktours.com/ | 9:00-11:00 am | \$25 per person |
| | | 10:00 a.m. - 2:00 p.m. | \$35 per person |
| | | 10:00 a.m. - 2:00 p.m. | \$50 per person |
| | | Overnight | \$200/person |
| | | Single Kayak | \$20 |
| | | Tandem Kayak | \$35 |
| | | 24-Hour Rental | 24-Hour Rental |
| | | Single Kayak | \$30 |
| | | Tandem Kayak | \$45 |
| | | Weekend Rental (48-Hours) | Weekend Rental (48-Hours) |
| | | Single Kayak | \$50 |
| | | Tandem Kayak | \$80 |
| Wolf River Canoe and Kayak | South Carolina http://www.wolfrivercanoes.com/ | 10.6 Mile | \$45/canoe |
| | | 4.0 Mile | \$45/canoe |

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| | | 4.5 Mile | \$45/canoe |
| | | Extra Person in Boat | \$15.00 |
| | | Kids under 12 | Free |
| | | Pet Fee | \$5.00 |
| | | Seatback Rental | \$3.00 |
| Blackcreek Canoe Rental | Mississippi | http://www.blackcreekcanoe.com/ | <p>Trip #1 Camp Dantzler to Brooklyn \$35.00- \$55.00</p> <p>Trip #2 or #3 Big Creek to Brooklyn or Brooklyn to Moody's \$25.00-\$50.00</p> <p>Trip #4 Brooklyn to Janice \$45.00-\$55.00</p> <p>Trip #5 Brooklyn to Cypress Creek \$48.00-\$58.00</p> <p>Trip #6 Brooklyn to Fairley Bridge \$50.00-\$60.00</p> <p>Other Big Creek to Moody's\$ \$35.00-\$55.00</p> <p>Additional Nights:\$15.00 each</p> |
| South Mississippi Canoe Rental | Mississippi | http://www.southmscanoe.com/ | <p>Red Creek \$40.00-\$60.00</p> <p>Bouie River \$40.00-\$60.00</p> <p>Leaf River \$45.00-\$70.00</p> |

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| Seminary Canoe Rental | Mississippi | http://www.seminarycanoerental.com/ | Eight (8) Mile Trip | \$30.00 - canoe/kayak |
| | | | Sixteen (16) Mile Trip | \$35.00 - canoe/kayak |
| | | | Overnight | Add \$15.00 - canoe/kayak / night |
| | | | Extra Passengers over age five | \$5.00 / person |
| Wolf River Canoe and Kayak | Mississippi | http://www.wolfrivercanoes.com/ | 10.6 Mile | \$45.00 per canoe |
| | | | 4.0 Mile | \$45.00 per canoe |
| | | | 4.5 Mile | \$45.00 per canoe |
| Crazy Horse Canoe Rental | Tennessee | http://www.crazyhorsecanoe.com/home.htm | 8 miles | \$25-\$35 |
| | | | 10 miles | \$25-\$35 |
| | | | 16 miles | \$29-\$39 |
| | | | 21 miles | \$40-\$55 |
| Topsey Turvey Canoe | Tennessee | http://www.topseyturveycanoe.com/ | 8 miles | \$28.00 |
| | | | 14 miles | \$32.00 |
| | | | 20 miles | \$56.00 |
| Wayne's World Canoeing and Tubing | Louisiana | http://www.canoelariver.com/home.html | Kayaking trip | \$30 |
| | | | tubing trip | \$15 |
| | | | tube to float your ice chest. | \$5 |
| U-Pick | | | | |
| Chappell Farms | South Carolina | http://chappellfarms.com/ | Blueberries, Blackberries and Table Grapes | \$1.75/lb |
| | | | Figs | \$1.25/lb |

| | | | |
|----------------------------------|-------------|---|---------------------------------------|
| | | Muscadines | \$1.25/lb |
| Betty's Berry Farm | Alabama | http://www.bettysberryfarm.com Blueberries | \$1.50/lb |
| Blue Tara | Mississippi | http://www.pickaberry.com/ Organic Blueberries | \$10/gallon |
| Danneman Farm | Mississippi | http://dannemannms.com/default.aspx Blueberries | \$7/gallon |
| Blueberry Hill Farm | Tennessee | http://www.pickyourown.org/PYO.php?URL=http%3A%2F%2Ftnblueberries.com Blueberries | \$3.75 per quart (\$15 per gallon) |
| Alexander Blueberry Farms | Louisiana | http://www.alexanderblueberryfarms.com/about-us/farms Blueberries | \$9.00 /gallon |
| | | 5 oz. Jar Blueberry Jam | \$2.50. |
| | | 5 oz. Jar Blueberry | \$2.50 |
| | | 5 oz. Jar Blueberry Preserves | \$2.50 |
| | | Jar Sugar Free Blueberry Jam | \$5.00 |
| | | 16 oz. Jar Blueberry Jelly | \$6.00 |
| | | 12 oz. Jar Naturally Sweetened Blueberry Spread | \$5.00 |
| | | 18 oz. Jar Blueberry Jam | \$6.00 |
| | | 18 oz. Jar Blueberry Preserves | \$6.00 |
| | | 8 oz. Loaf Blueberry Bread | \$3.00 |
| | | 12 oz. Bottle Blueberry Syrup | \$4.00 |
| | | | \$4.25 |

| | | | |
|---------------------------------|--|--|--|
| | | 16 oz. Dry Pancake Mix \$4.25 16 oz. Dry Cobbler Mix \$4.00 32 oz. Blueberry Cider \$5.00 Quart of Fresh Blueberry Juice | |
| Mountain Biking | | | |
| Carolina Tailwinds | South Carolina http://www.carolinatailwinds.com/virginia_rail_trail.htm | 3 day tour | \$1025 – 1125/person |
| | | Bike rental | \$80.00 |
| | | Single occupancy room supplement (3 days) | \$250.00 |
| | | 4 day trip | \$1450 - \$1550 |
| | | Bike rental | \$100.00 |
| | | Single occupancy room supplement (4 days) | \$325.00 |
| Agritourism | | | |
| Denver Downs Farm | South Carolina http://www.denverdownsfarm.com/ | Corn Maze/Pumpkin Patch | \$10 per person |
| West Farm Corn Maze | South Carolina http://www.westfarmcornmaze.com | Admission | Adults (12 and Over) - \$8 Children (3 to 11) - \$4 Children (2 & under) free |
| The Fiddlin Rooster Farm | Mississippi http://www.fiddlinroosterfarm.com | Admission | Adults 12 & over – \$10.00 Children 3-11 – \$8.00 Children 2 & under – Free 65 and up \$8 |
| Canton Corn Maze | Mississippi http://www.cantoncornmaze.com/ | General & Group Rates (all age groups) | \$6.00 |

| | | | |
|--|--|--|--|
| | | plus Haunted Barn | \$8.00 (\$2 extra from General Admission) |
| | | 2 & under | Free |
| | | Pumpkins | \$2.50 small/\$5.00 large |
| Blue Jack Ridge | Mississippi http://www.mscornmaze.com | General Admission (ages 3 and up) | \$12.00 |
| | | All Day Pass (ages 3 and up) | \$15.00 |
| | | Children Ages 2 and Under | Free |
| | | Additional Activity Tickets | \$1 each |
| | | Military Discount with Military ID | \$2 off admission |
| | | Haunted Hayride Only | \$10.00 |
| | | Fire Pits | \$25/hour |
| Boone Hall Plantation and Gardens | South Carolina http://boonehallplantation.com/ | Adults | \$19.50 |
| | | Children (6-12) | \$.95 |
| | | Children 5 and under | Free |
| | | Senior Citizens 65+/Military/AAA Members | \$17.00 |
| Silly Stalks Corn Maze | South Carolina http://www.silystalks.com/ | Admission | \$3.00 |
| | | Horse Drawn Hayride | \$4.00 |
| | | Horserides | \$3.50 |
| Thompson Farm and Nursery | South Carolina http://www.thompsonfarmandnursery.com/ | Tomato Patch Tour | \$7.50 per person 12 months & under are |

| | | |
|------------------------------|--------------------|--|
| | rsery.com/ | admitted free Minimum of 10 paying people or \$75 per group |
| | Playground tour | \$7.50 per person 12 months & under are admitted free Minimum of 10 paying people or \$75 per group |
| | Pumpkin Patch Tour | \$7.50 per person 12 months & under are admitted free Minimum of 10 paying people or \$75 per group |
| | Party Package | \$125 for two hours 30 birthday guests Each additional birthday guest is \$3 per person \$25 deposit required |
| Camping | | |
| Timberlake Campground | Mississippi | Premium RV Sites |
| | | Regular \$24/22 |
| | | Sr Citizen \$22/20 |
| | | RV-Full Service |
| | | Regular \$22/20 |
| | | Sr Citizen \$20/18 |
| | | RV Water & Electricity |
| | | Regular \$20/19 |

| | | | |
|-----------------------|-------------|------------------------|---------|
| | | Sr Citizen | \$18/17 |
| | | Tent | |
| | | Regular | \$17/15 |
| | | Sr Citizen | \$15/13 |
| Goshen Springs | Mississippi | Premium RV Sites | |
| | | Regular | \$22/20 |
| | | Sr Citizen | \$20/18 |
| | | RV-Full Service | |
| | | Regular | \$20/18 |
| | | Sr Citizen | \$18/16 |
| | | RV Water & Electricity | |
| | | Regular | \$17/16 |
| | | Sr Citizen | \$15/14 |
| | | Tent | |
| | | Regular | \$15/13 |
| | | Sr Citizen | \$13/12 |
| Coal Bluff | Mississippi | Premium RV Sites | |
| | | Regular | \$20/18 |
| | | Sr Citizen | \$18/16 |
| | | RV-Full Service | |

| | | | | | |
|---|-------------|---|------------------------------|-----------------|---|
| | | | Regular | \$18/16 | |
| | | | Sr Citizen | \$16/14 | |
| | | | RV Water & Electricity | | |
| | | | Regular | \$16/15 | |
| | | | Sr Citizen | \$15/14 | |
| | | | Tent | | |
| | | | Regular | \$15/13 | |
| | | | Sr Citizen | \$13/11 | |
| Low Head Dam | | | Regular | \$15/13 | |
| | | | Sr Citizen | \$13/12 | |
| | | | Tent | | |
| | | | Regular | \$14/12 | |
| | | | Sr Citizen | \$12/10 | |
| Bed and Breakfast | | | | | |
| Shadowlan Bed and Breakfast | Mississippi | http://www.shadowlawncolumbus.com | Lodging, Tours, Breakfast | \$140-295/night | <i>Breakfast, midnight snack</i> |
| Magnolia Grove Bed and Breakfast | Mississippi | http://www.magnoliagroves.com | Lodging, tourist destination | \$80-150/night | <i>Dessert upon arrival, 3 course breakfast</i> |
| Cedar Grove Mansion Inn and Restaurant | Mississippi | www.ceadargroveinn.com | Tours, swimming pool | \$100-215/night | <i>Desert and breakfast</i> |
| The Elms | Mississippi | http://theelms-natchez.com | Lodging, weddings | \$145/night | <i>Both</i> |
| Oak Shade | Mississippi | | Near beach/museum | \$55-100/night | |

Enterprise and Recreational Development on Private Lands

Goals of this Worksheet:

- How to identify potential agritourism and recreational enterprises which interest you
- Why do you want to initiate a recreational business
- Making a list of enterprises to consider
- Understanding the basic skills to operate recreational enterprises

1) There are four main types of enterprises we spoke about during the presentation earlier.

- a) **Agritourism** – farm based activities that occur outdoors but take advantage of cultural and historic aspects of living on the farm.
- b) **Wildlife and Fisheries Recreation** – Activities that center on hunting, angling, or wildlife watching within natural settings.
- c) **Nature Tourism** – Outdoor activities that focus on the inherently beautiful aspects of your property.
- d) **Bed & Breakfast** – Operations that provide lodging opportunities to guests.

2) Examples (select from the list of enterprises below those of particular interest)

Agritourism

- Tractor/Hay Rides
- Molasses Mill
- Working Ranch
- Corn Maze
- Pumpkin Patches
- Christmas Trees
- Petting Zoo
- Harvesting/Planting Operations

Bed & Breakfast

- Inn Operation
- Farm House Stays
- Guest Ranch Stays
- Cabin/Lodge Operation

Wildlife & Fisheries Recreation

- Fee Hunting
- Fee Fishing
- Wildlife Watching
- Wildlife Photography
- Sporting Clays/Skeet
- Target Shooting

Nature Tourism

- Hiking
- Camping/Picnicking
- Canoeing/Paddling
- Horse Trail Riding
- ATV Riding
- Mountain Biking

NATURALRESOURCE
ENTERPRISES 

MISSISSIPPI STATE
UNIVERSITY

 UNIVERSITY OF
ARKANSAS


SOUTHERN
RISK MANAGEMENT
EDUCATION CENTER

3) I feel these are my best enterprise options and Why? (explore the examples you selected from the list or organize your own ideas of ones you'll provide)

The space below is available to write down thoughts about which enterprises generate the highest initial interest for your farm today. Put down these "first" ideas you have. This will provide some primary thoughts to explore and build upon in future sessions.

4) Reasons for initiating an enterprise

Folks have many different reasons for starting an enterprise or branching out in business. Below is a list of possible reasons. Please select those most applicable to you or feel free to comment on why you would like to begin an enterprise.

- Replace or supplement the traditional agricultural incomes on the farm/property
- Holding on to the family farm/property
- Providing a the means to continue living on the farm/property
- Maintaining a farming/ranching lifestyle
- Enhancing the Wildlife Resources on the property
- Generating investment income
- Sustaining the natural resources on the property
- Diversifying the income streams of the property
- Developing a secondary reliable income
- Assisting with revenue streams for farming input costs
- Others: _____

5) Do I have the right traits for the enterprise options I selected?

Yes No

- Do I like interacting with people? _____
- Do I have potential salesmanship qualities? _____
- Can I provide entertainment to patrons? _____
- Do I know the nature of this business? _____
- Do I possess the outdoor skills it takes to manage this business? _____
- Should I explore hiring outside labor "farm hand"? _____
- Do I possess the mechanical/technical skills to operate equipment? _____
- Can I put in the hours to develop the attractiveness of my property? _____
- Am I able to make decisions about this business and carry them out? _____
- Can I be a self-starter? _____
- Can I adapt by making management decisions? _____
- Can I make the necessary changes for success? _____
- Do I know the story of this property? _____
- Can I deliver the cultural history of my area? _____
- Will I be able to provide an enjoyable experience? _____
- Will this business need the support of my family? _____
- Will my family help operate the business? _____
- Do we possess the necessary labor skills? _____
- Can this enterprise become a success? _____

6) Develop an initial strategy (In any business you must first develop a set of preliminary Goals)

Decide on an enterprise you would like to start. Write down how much capital it might take to begin operation. Write down the estimated earning potential for your property (Your best guess is fine). Next write down your thoughts about how many clients you might expect in a given year. Lastly write down your expectations, goals, and accomplishments for the time periods listed.

First Year

3-5 Years

8-10 Years



Using Alternative Enterprises and Recreational Development to Bolster Farm Incomes

Learning Module #2

February 23rd 2012

Presenter: Mr. Adam Tullos

Mississippi State University Dept. of Wildlife Fisheries & Aquaculture



Welcome

❖ Please notice the Email and Phone number box below.

❖ Enter your Name and contact information

❖ You may be selected to participate in a post webinar survey





Outline

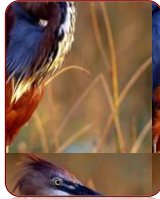
- ❖ Evaluation of Natural Resource Assets
- ❖ Analyze the NRE's best suited for your property
- ❖ Landowner considerations
- ❖ Business Plan development





Outdoor Recreation in USA

- ▶ Participants - 87.5 million
- ▶ Expenditures – \$122 billion (US) spent
- ▶ Hunting - \$23 billion
- ▶ Fishing - \$42 billion
- ▶ Wildlife watching - \$46 billion





Agritainment

- ▶ Fastest growing tourism market
- ▶ Farm tours, U-pick operations, corn mazes, & pumpkin growing
- ▶ Family entertainment
 - ▷ Youth
 - ▷ Church groups
- ▶ \$150 million industry





Resources Inventory

- ▶ Physical resources inventory
 - ▶ Land
 - ▷ Acreage
 - ▷ Types and present uses
 - ▶ Buildings
 - ▶ Equipment and machinery
- ▶ Labor resources
 - ▶ Management





Resources Identification

- ▶ Wildlife Populations
- ▶ Livestock Uses
- ▶ Topography
- ▶ Forest Types
- ▶ Field/Pasture Types
- ▶ Viewscapes
- ▶ Watershed Uses
 - ▶ Scenic Streams





Resources Planning

- ▶ USDA cost-share assistance
- ▶ Internal Roads
- ▶ Highway Access
- ▶ Flooding
- ▶ Farming
- ▶ Livestock Rotation
- ▶ Timber Harvesting





Available Space

- ▶ How will I manage my space?
- ▶ What types of resource professionals will I need?
- ▶ What is my time horizon for my making decisions?





Resources Inventory

- ▶ Best intentions can go wrong





Prospect Farms

- ▶ Existing agriculture and livestock operation
- ▶ Recreational hunting & fishing Operation
- ▶ Quail hunting
- ▶ Angling
- ▶ Deer hunting
- ▶ Dog Kennel
- ▶ Field trials





Veazey Property

- ▶ 320 acres
- ▶ Purchased as Investment property
- ▶ Majority in CRP
- ▶ Making use of available structures
 - ▶ 3 room cabin
- ▶ Trails
- ▶ Angling
- ▶ Wildlife watching





Ames Plantation

- ▶ 18,000 acres
- ▶ Waterfowl Management Area
- ▶ Quail Hunting Course
- ▶ Deer Hunting
- ▶ Turkey Hunting
- ▶ Dove Hunting
- ▶ Fisheries impoundments
- ▶ Shooting sports area
- ▶ Annual Revenue of \$240,000





Role of Business Plan

- ▶ Turning idea into a written viable plan of action
- ▶ Serves to convince you that your business will work
- ▶ Serves as model for performance & road map
- ▶ Educates lenders about your NRE & it's financial feasibility
- ▶ Not static – flexible over time





Executive Summary

- ▶ Brief overview of operation
- ▶ Synopsis
 - ▷ Market
 - ▷ Management structure
 - ▷ Planned operations
- ▶ Financial projection
- ▶ Sets tone for project





Introduction & Business Description

- ▶ History of your business
- ▶ Describe the type of industry
- ▶ Outlook & projections for your business
- ▶ Your goals and strategies for achieving them
- ▶ Minimizing risks
- ▶ How will your business succeed in this setting





Business Outline

- ▶ Mission
- ▶ Goal(s)
- ▶ Objective(s)





Mission Statement

- ▶ Mission – develop a mission statement for the NRE

An example . . .
 "To provide a premium hunting and outdoor experience on quality lands to a selective range of clientele."





Goals & Objectives

- ▶ Objective – measurable, specific, and tied directly to each goal
- An example:
 - Goal – To improve wildlife habitat and maximize wildlife populations & aesthetic appeal of property.
 - Objective – *To develop & implement a wildlife habitat management plan on the property.*





Product or Service

- ▶ Describe your product or service in terms that an "outsider" can understand
- ▶ Include features & benefits – uniqueness
- ▶ Market niche
- ▶ How your offering differs from others?
- ▶ Licensing & regulations
- ▶ Why will customers buy your product?





Market Research & Analysis

- ▶ Target market, trends, & potential
- ▶ Customer base – profile of your targeted customer
- ▶ Competitors – compare their offerings to yours
 - ▶ Strengths and weaknesses
 - ▶ Competitor's market share
- ▶ Describe your competitive advantage
- ▶ Estimate your potential market share





Marketing Plan

- ▶ Marketing plan
 - ▶ Describe your product
 - ▶ Pricing – cost-plus basis or competition based
 - ▶ Hit key selling points
 - ▶ Advertising & budget
 - ▶ Contact information
 - ▶ Sales forecasts





Operating Plan

- ▶ Day to day activities
- ▶ location
- ▶ facilities
- ▶ improvements
- ▶ labor force





Management Team

- ▶ Business structure
- ▶ key personnel
- ▶ management compensation & ownership
- ▶ book keeping and tax preparation





Financial Plan

- ▶ Financial resources
 - ▶ Available capital & sources
 - ▶ Start-up expenses
 - ▶ Outstanding debt
 - ▶ Opportunity cost
- ▶ Documentation
 - ▶ Projected sales
 - ▶ Financial statement
 - ▶ Cash flow statement
 - ▶ Balance sheet





Business Plan - Summary

- ▶ Executive summary
- ▶ Introduction & business description
- ▶ Resources inventory
- ▶ Product & service description
- ▶ Market research & analysis
- ▶ Marketing plan
- ▶ Operating plan
- ▶ Management team
- ▶ Financial plan
- ▶ Legal considerations





Pitfalls Consideration

- ▶ Not creating a plan
- ▶ Incomplete market research
- ▶ Not being objective
- ▶ Assumptions
- ▶ Being thorough
- ▶ Lack of flow
- ▶ Lack of cash early





Getting Started

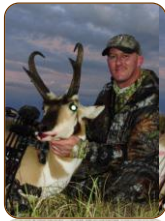
- ▶ Diversification of services offered
- ▶ Entertainment business
- ▶ Work with what you have on the land
- ▶ Sustainability of resources
- ▶ Start Slowly!





My Contact Information

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SCENARIO 1 – STARTING AN AGRITOURISM VENTURE

1. You own 95 acres, and your semi-wooded home site sits on 5 of these acres.
2. Your other 90 acres have been leased for row crop production on a rotation of corn and soybean over the years, but the land sits fallow as of today.
3. You have allowed a few of your neighbor's cows to graze the area, but no management has been accomplished for the last year.
4. A two-three acre cattle/farm pond exists on the back corner of your property.
5. You own a 4-wheeler in good condition, a tractor in fair condition with need of repairs, and a no-till drill in good condition.
6. A large (50 X 60) three-sided building exists on the property which once served as an equipment shed, but it is in need of a new roof.
7. Your property is approximately 20 miles from a major interstate and approximately 60-70 miles from a large metropolitan area.
8. Your adjoining neighbors and good friends have done well with their 3-year-old U-Pick vegetable operation which encompasses 250 acres total.
9. You enjoy people and are thinking about starting your own agritourism operation to complement fall activities not provided by the neighbor's successful business venture.
10. Public water and electricity are available on the property.
11. Your venture is a family-operated business with \$15,000 cash available for start-up costs. You may need to borrow money in Year 1 to get your business going.

Ideas for NRE's:

Petting zoo

You could easily section off pieces of the property and create paddocks for a variety of family friendly animals.

Hay rides

By creating routes throughout the property this activity would create a demand from church, school, and civil groups for fall and spring outings.

Pumpkin patches

Growing pumpkins to take advantage of fall kid's activities and highlighting other fall activities centered around Halloween could be very beneficial to this budding enterprise.

Corn mazes

Another great fall activity that is growing in popularity.

Haunted trails

A great way to get older aged kids and adults on the farm during the fall to enjoy a myriad of recreational outings.

Farm Festivals

Find a unique way to market your property to draw folks to your natural settings.

Christmas tree farm

Start a tradition in your community of having folks out to cut a fresh tree and explore.

SCENARIO 2 – STARTING A HUNTING OPERATION

1. You have recently inherited 600 acres of mostly forested land. A middle-aged mixed pine-hardwood forest makes up 75% of the land area.
2. Fifteen percent of the land is in openings consisting of mixed grasses where cattle used to graze including a small farm pond. The other 10% is in bottomland hardwood areas.
3. A large, old dairy barn sits in the opening close to the farm pond.
4. A small 1000 square foot log cabin sits on the bank of the farm pond across from the dairy barn. It does not have a heating and cooling system and is in need of other repairs.
5. Walking around your new land, you discover evidence of abundant use by deer and turkey along with acorns and other plants desired by these game animals.
6. Your friends keep bugging you to come out and hunt your place which spurs your curiosity in starting a hunting club, or leasing the land for hunting.
7. A deer lease was in place on the land in the past, but the land has not been hunted by a lessee for the past 2 years.
8. The only piece of equipment in your possession on the land is a Kubota in very good shape.
9. The 1200-acre parcel adjoining your property is made up of mixed pine/hardwoods also, and the landowner is willing to lease this land to the right land steward.
10. Public water and electricity are available on the property.
11. You have saved \$10,000 cash to start this venture. A loan may be necessary as you develop your NRE.

Ideas for NRE's:

Fee Hunting Operation

Leasing options for your property and also combining the neighbor's property to enhance attractiveness and profitability.

Pay per day hunting operation for both deer and turkeys exists on this property and will be greater when combined with adjoining properties.

Lodging Options

Lodging for your hunting guests to stay in when conducting pay-per-hunt operations.

Lease the Lodge as part of the wildlife lease operation.

Use the Lodge during the off season hunting periods to house overnight stays for other NRE's you may be operating.

Wildlife Watching Operation

Use the Lodge and property during the off season to attract folks who would like to view wildlife.

Trail-Riding

Horse trails, and riding trails for other activities like mountain bikes and ATV's are can be realized with these types of properties. Most of these activities can be compatible with fee hunting.

SCENARIO 3 – STARTING A NATURE-BASED TOURISM OPERATION

1. You are an absentee landowner of 260 acres which adjoin a national forest.
2. An antebellum home sits on the property and can house up to 12 people. The home is in good condition as it is used once a year for family reunions.
3. The home is overlooking a large 12-14 acre lake which has not been managed in over 5 years.
4. Two canoes and a small john boat with trolling motor are stored on the property.
5. Machete-cut and four-wheeler flattened horse trails are established on the hilly property where horses are ridden by the family 2-3 times a year on holidays. Trails have no man-made structure, but are simply cut back each year in a very natural fashion.
6. Wetland and marsh areas exist throughout the property bringing in many different varieties of water birds and other wildlife.
7. You want to use the land, or a portion of the land to open an outdoor recreational business not including hunting.
8. Your adjoining neighbor grazes cattle on a portion of the land but owns approximately 700 acres of wooded land, and you are good friends with her.
9. Your son and daughter are very active in boy scouts and girl scouts, so camping and hiking are definite interests on your land-base.
10. Public water and electricity are available on the property.
11. A relative has given you a gift of \$5,000 cash to put toward building this NRE. You may need to take out a loan for additional start-up cash flow.

Ideas for NRE's:

Bed & Breakfast Operation

May need to make improvements to the home but this is a very reliable long term investment.

Canoeing and Boating

You already have the assets to allow this and will fit nicely into the recreation package

Camping

Clearing several primitive camping sites, especially near the lake, should greatly benefit this operation and add a nice way to diversify income streams.

Angling

Perform an inventory on the lake and contact a fisheries biologist to help balance populations with harvest.

Trail-riding

Many opportunities for riding trails exist on this property. Horses, mountain bikes, ATV's all have a reasonably high demand.

Wildlife Watching

By combining the wildlife watching assets you have on this property with the other recreational offerings you should easily be able to justify spending money to create observation points for viewing opportunities.

Business Planning Development Worksheet - Starting Your NRE

List names of relatives or friends you will use to help partner with (co-owners/operators) to being the NRE:

From the examples you provided in Worksheet #1, which of these are compatible with your property?

Which of these do you feel will be best suited to use are your beginner operation?

Propose a name for your Enterprise:

What is your Mission Statement?

Proposed Location of your Enterprise: (City, County, State, Region)

Miles to the nearest large city or metropolitan area:

Resident or non-resident landowner – Are you going to live on the land while operating the enterprise?

Personal Goals

What are your long-term goals for this business? (Use Worksheet #1 for assistance)

Why are you considering an enterprise on your land?

How much time are you willing to set aside to run this business?

Do you have experience or knowledge about the enterprise(s) you are planning to run?

Other comments concerning personal goals:

Physical Resources

How many acres in forested, crop land, pasture/hay land and water sources exist on the property supporting this enterprise?

Does the property already have out-buildings, dwellings, barns, and/or equipment shed, and in what condition are these structures? Will they contribute or hinder your operation?

Are electricity and running water available and is there fencing around the property?

Is land adjacent to property compatible with the enterprise selection you are pursuing?

If proposing a wildlife enterprise, is there an adequate population of wildlife species present, and particularly, which species do you intend to feature? Is habitat management needed?

What types of equipment do you own and in what condition is this equipment?

Will the proposed NRE complement or interfere with existing land uses? Explain the compliment or interference.

Labor Resources

How many employees are required to operate the enterprise you selected?

What kinds of employees (skilled and unskilled) are needed (i.e., manual labor, cooks, housekeeping, hunting/wildlife-watching guides, managerial, clerical, and bookkeeping)?

What is the labor supply in the area where the business will operate? Will you use family or friends to assist?

What other businesses in the area may compete for the labor supply and what is the competitive rate of pay including benefits in the designated area?

How much of your own time and labor as well as that of family members are involved in running your NRE?

Financial Resources

What is the NRE envisioned on the property (i.e., Fee hunting, Fee angling, corn maze, pumpkin patch, trail riding, camping)?

Identify activities which seem more profitable and calculate risks involved (i.e., hunting and grazing livestock, ATV use and landowner liability, etc...).

What will be the cost to start the new business?

Approximately, how much will it cost to run the business per year after start-up year one?

What sources have you considered to finance this NRE if necessary, and are you planning on investing any personal money?

Business Model

What are you planning on launching your new business?

What type of business and what activities are you offering clients (i.e., all products, all services, and all times throughout the year)?

Will the enterprise run on a seasonal or year-round basis?

What kind of price structure will be in place (i.e., per person, per lb., per day, per year, per season, etc...)?

What is your target market? How will these customers learn about your NRE?

Describe the process that you plan to use to bring you product/service to market or methods of advertising your land access or services/activities offered.

What are your long-term operating goals with the NRE (i.e., supplemental income, improve land quality, retain my land, pay taxes on lane, etc...)?

Industry Analysis

What is the economic impact and number of visitors to the industry annually at the national, regional, statewide, and local levels? Is this a growing industry?

Is technology changing in this industry and is the Internet driving sales?

List trends in spending, demographics, and location with regard to the industry.

Where in the United States are the enterprises in this industry mainly located (i.e., in what states, rural and/or urban areas)?

Market Analysis

Is there a certain clientele characteristic unique to this NRE market? Explain it.

What are the population demographics (i.e., age, gender, income-level, profession, location) of the potential clientele in the area of the business?

What are the main intrinsic characteristics (i.e., values, beliefs, attitudes, social status) of your targeted customer base?

Is this market mainly local, regional, or national?

What do you believe will be your share of the overall market? What will be the market share of the clientele present in your area?

Are there many new market entrants in your specific area and how do you feel about this competition (direct or indirect)?

Business Management

Who will be running the day-to-day operation of the business? What are their titles and job description?

Who is actually an investor and what return are expected from this NRE (i.e., 5%, 10%, etc...)?

Do you need to acquire a loan for any business operations and do you have a banking relationship?

Which business structure are you considering for your enterprise (i.e., LLC, S-Corp, C-Corp, etc...)? Why?

What is your method of hiring motivated employees (i.e., reward or bonus structure, advisor positions)?

Marketing Strategy: Products and Services

List all of your different enterprise activities, services, and/or products generated for sale.

What other NRE activities, services and/or products may be offered to clients in the future as a way to build the business and are these seasonal offerings?

What are your major liability concerns and ways to protect yourself?

Do you need to stock inventory and who will be your supplier?

Are adequate facilities in place to support this enterprise? Will you buy new equipment or build new facilities in the future?

List any anticipated government regulations, zoning, licensing, and/or approval from government entities to run your enterprise (i.e., health inspection, building permits, etc...).

Marketing Strategy: Location Analysis

Is the local population-base large enough to support the enterprise and will your neighbors and the locals view your NRE positively or negatively?

What is unique about your location or site of operation?

Do any other attractions or amenities exist in the area of the NRE which may attract more visitors to the area? Is it possible to partner with these businesses?

What are the demographics of the area surrounding you? How will this affect the success of your business? How do you fit in to the area as a new enterprise?

Marketing Strategy: Sales/Promotion

Develop a concise plan to advertise and promote your business.

Depending on your target customer, what is your pricing strategy (who will be coming and what will be the amount they pay)? How will you determine the price?

How much money in sales do you expect to generate in the first year and what is your break-even point?

Marketing Strategy: Competition

Who are your competitors and what do they offer that may be similar or different to your enterprise?

Are there any potential competitors nearby and how close in proximity are they to the location of your NRE?

What is the price structure of the competition and how does it differ from yours?

Are sales going up or down for the competition?

What are the competitor's promotion strategies and how do they differ from yours?

Marketing Strategy: Market Penetration

Do you plan to team up with regional/local hotels/motels, gas stations, restaurants, and other businesses in the community to attract customers?

What package plans, if any, do you plan on creating to attract first-time customers?

Are you using state tourism and economic development agencies to help penetrate the market? List possibilities:

What advertising media will you choose to market your services and or products (i.e., brochures, fliers, website, local newspapers, billboards, etc...)?

Other comments concerning Marketing Strategies:

The National Agricultural Law Center



University of Arkansas



www.NationalAgLawCenter.org

Landowners' Legal Liability Concerns



Rusty Rumley
Center Staff Attorney



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It's always about the FACTS

- Sometimes it can be hard to answer a legal question with specificity
- Each situation is different based on the facts
- Courts make determinations of FACT before they apply the law
- Often the answer is "It depends!"
 - The facts of your specific situation may change the outcome

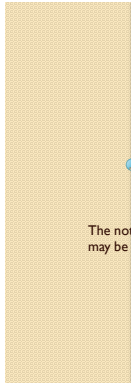


2

What are the topics

- Premises Liability
 - Worksheet Questions deal with this only since the other statutes vary between the states.
- Agritourism Statutes
- Recreational Use Statutes





PREMISES LIABILITY

The notion of people on your land and how YOU- the land owner - may be liable.

4



Basic legal concepts

- Premises Liability is based on the notion of negligence
 - failure to exercise the care that a **reasonably prudent person** would exercise in like circumstances

5



Negligence

- There are 4 parts to a cause of action for negligence (if they lack any one of these then you are safe!):
 - **Duty of Care**
 - Your responsibilities as a land owner; different in each situation
 - Typically the "reasonable person" standard
 - Duty of Care changes with the person
 - **Breach of Duty**
 - A failure on your part regarding your responsibilities
 - **Causation**
 - Your failure caused the "injury"
 - **Damages**
 - There must be an actual harm that can be redressed

6

Liability Issues

- So now there are people on your land...
 - How did they get there?
 - Did you invite them or charge them to come onto your land?
 - Did they ask your permission? Are you allowing them to enter for free?
 - Are they trespassing? Are you aware of their presence?

7

Liability Issues

- 3 Categories of People on Your Premises
 - Trespasser (2 types)
 - Lowest duty of care
 - Licensee
 - Higher duty of care than trespasser, but less than invitee
 - Invitee
 - Highest duty of care

8

Liability Issues: Trespasser

- Trespassers
 - Entered upon land without permission or invitation
 - Knowledge of trespasser
 - No knowledge - no duty, no liability
 - Knowledge - duty not to affirmatively harm
 - A course of action which shows a deliberate intention to harm or utter indifference to, or conscious disregard of, the safety of others
 - Example: Teenagers going out to your pond and fishing without your permission
 - Do you know about them? What can't you do about them?

9

Liability Issues: Licensee

- Licensee
 - Present for a non-commercial, non-business purpose with the consent of the possessor of the property, such as a social **guest** at someone's residence

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Liability Issues: Licensee

- Your Duty:
 - Refrain from injuring the person through willful or wanton conduct
 - i.e., deliberate behavior such as setting booby traps
 - Warn of hidden dangers where the person does not know or is unlikely to know of the conditions or risks
- Example:
 - Someone asks for permission to hunt, walk, use land without a fee
 - Need to warn of the bull on the back 40 that isn't fenced in or of a huge snake population that you know of.
 - What about a pond that is located on the back 40?
 - It is not hidden so there is no general duty to warn them

Liability Issues: Invitee

- Invitee
 - Person who is invited upon the premises in order to conduct business with the possessor
 - Came on the land for *your* benefit
 - Customers in store or shopping center
 - **Employees**
 - Students
 - Business visitor

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Liability Issues: Invitee

- Your duty:
 - Highest duty of care
 - A general duty to use ordinary care to keep the premises reasonably safe for the benefit of the invitee.
 - Typically you show these people the most concern anyways (i.e. "the customer is always right")
 - But what about employees?
 - What kind of concern are they typically shown? What kind of jobs do they typically perform?
 - This means making sure your employees have safe equipment, facilities, proper training, etc.

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Status of Entrant

- The status of a person on your land can change fluidly.
 - For example -
 - If you allow someone to fish in your pond, but they explore other parts of your land, they may change from a licensee to a trespasser but if you catch them and accept money for their access to the other parts of the land they become an invitee.
- It is important to define the area that visitors have permission to use.

14

Warning Signs...Do they Work?

1. Does posting a sign saying "**Not responsible for any injuries that occur on my land**" protect you from a lawsuit?
2. Answer – Typically No, this does not work any better than sending a sign to the IRS that you no longer have to pay taxes, but this can be modified by statute...

Agritourism Act - §2-11-101 to §2-11-107

i.e. "sometimes signs do help"

Arkansas has an agritourism statute that can protect operators that display this warning sign in certain cases.

- The warning must be in black letters that are at least 1 inch tall

"WARNING -- Under Arkansas law, an agritourism activity operator is not liable for the injury or death of a participant in an agritourism activity resulting from the inherent risk of agritourism activities. Inherent risks include without limitation the risk of animals, weather, land conditions, and the potential for you as a participant to act in a negligent way that may contribute to your own injury or death. You are assuming the risk of participating in this agritourism activity."

What does the Act do?

- It prevents liability for "inherent risks" so long as the warning is posted properly

- "Inherent risk" means dangers or conditions that are an integral part of an agritourism activity including without limitation:
 - (A) The propensity of a wild or domestic animal to behave in ways that may result in injury, harm, or death to persons on or around the wild or domestic animal;
 - (B) Hazards such as surface and subsurface conditions;
 - (C) Natural conditions of land, vegetation, and waters;
 - (D) Ordinary dangers of structures or equipment used in farming or ranching operations; and
 - (E) The potential of a participant to act in a negligent way that may contribute to injury to the participant or others, whether failing to follow safety procedures or failing to act with reasonable caution while engaging in the agritourism activity

Agritourism Statute, continued

"Agritourism activity" means an interactive or passive activity carried out with or without payment to an agritourism activity operator on a farm, ranch, or agribusiness operation related to agriculture, food production, historic traditions, or nature-watching conducted by an agritourism activity operator for the education, entertainment, or recreation of participants.

(B) "Agritourism activity" includes without limitation:

- (i) A farming or ranching activity;
- (ii) The viewing of historic, cultural, or natural attractions; (iii) A harvest-your-own activity;
- (iv) Nature-watching; and
- (v) An activity involving an animal exhibition at an agricultural fair.

(C) "Agritourism activity" **does not include**:

- (i) A road side fruit and vegetable stand; or
- (ii) An operation exclusively devoted to the sale of merchandise or food at retail

AR Recreational Use Statute

- Every state has a recreational use statute
- The Arkansas statute is unique
- Purpose:
 - To encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability towards entering thereon for such purposes
- So a landowner who allows recreational users to use his land without a “charge” has limited liability

AR Recreational Use Statute

- An Arkansas “owner” owes no duty of care “to keep the premises safe for entry or use by others for recreational purposes or to give any warning of a dangerous condition, use, structure or activity on the premises to persons entering for recreational purposes”
 - Some key exceptions

AR Recreational Use Statute

- Key Definitions
 - **Land:** land, roads, water, private ways, buildings, structures and machinery or equipment attached to the realty
 - **Owner:** possessor of a fee interest, tenant, lessee, holder of conservation easement, occupant, or person in control of premises
 - **Recreational Purpose:** hunting, fishing, swimming, boating, camping, pleasure driving, nature study, water skiing, viewing or enjoying historical, archeological, scenic or scientific sites.

AR Recreational Use Statute

- Key Definitions
 - Charge: admission fee for permission to go upon or use the land
 - Charge does NOT include: sharing of game, fish, or other products of recreational use, or contributions in kind, services or cash paid to reduce or offset costs and eliminate losses from recreational use
- This is likely where a challenge will arise as to whether the statute applies to you

AR Recreational Use Statute

- Cash paid to landowner to “reduce or offset costs and eliminate losses from recreational use”
 - Could include the cost of insurance
 - Could also include costs associated with building and maintaining duck blinds, food plots and other items associated with hunting activities

AR Recreational Use Statute

- Interpretation of “admission fee for permission to go upon or use the land”
- Pumpkin Patch Example
 - No charge for entering, only a charge if you purchase a pumpkin
 - Customer injured on the way to the car after purchase of pumpkin
 - 8th Circuit has interpreted similar statutes - not a charge

AR Recreational Use Statute: Exceptions

- Protections are NOT ABSOLUTE
 - Still liable for any malicious, but not merely negligent, conduct or failure to warn against ultra hazardous conditions or activities
 - High standard, but we don't know for sure what this means
 - Still liable for injury suffered in any case where the owner charged to enter the land for recreational purposes

Mississippi Rec. Use Statute

§ 89-2-7. Application

- The provisions of this chapter shall not apply if any fee is charged for entering or using any part of such land or water outdoor recreational area, or if any concession is operated on said area offering to sell or selling any item or product to persons entering thereon for recreational purposes.
- Said chapter shall not apply unless public notice of the availability of such lands for such public use shall have been published once annually in a newspaper of general circulation in the county where such lands are situated.

Recreational Use Statutes and Agritourism Statutes

All of these resources are available at:

<http://www.nationalaglawcenter.org/reports/clearinghouse/>

- All states have a recreational use statute
- All states in the Southeast have an agritourism statute, except Mississippi and Alabama



Any Questions?

I'll be available afterwards and I have contact information if you think of any questions later on.



Disclaimer

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Web site: www.NationalAgLawCenter.org

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Email: NatAgLaw@uark.edu

Premises Liability Issues and Reducing Risk

Goals of this Worksheet:

- How to determine liability based on the status of the entrant
- Identifying issues that you may face on your property
- What are some of the ways that you can limit your liability

Premises liability deals largely with negligence which has four elements:

Duty of Care

Your responsibilities as a land owner; different in each situation
Typically the “reasonable person” standard
Duty of Care changes with the person

Breach of Duty

A failure on your part regarding your responsibilities
Causation
Your failure caused the “injury”

Damages

There must be an actual harm that can be redressed

The status of the person on your land determines your “duty of care.”

Trespasser (2 types – Unknown and Known)

Unknown – no duty of care
Known – duty to do no harm

Licensee

Higher duty of care than trespasser, social guests
Do no harm and warn of hidden dangers

Invitee

Highest duty of care, people on your property for business purposes
Duty to use ordinary care to keep the premises “reasonably” safe



United States Department of Agriculture
National Institute of Food and Agriculture



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RESEARCH & EXTENSION
University of Arkansas System



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Give some examples of a trespasser, a licensee and an invitee that you might come across in your business venture? How could this status change while the person is on your property?

What are some of the types or classes of business invitees that you expect to have on your operation?

- Hunters
- Fishermen
- Hikers
- Bird watchers
- Paddlers
- Campers
- ATV Riders
- Horseback Riders
- Children
- Elderly
- Handicapped
- Others; please list them below

Identify the issues that you may face on your property. What unique challenges does your enterprise create and what about issues that are directly related to property that you will use such as snakes, dirt roads, ponds and other potential pitfalls?

- Lake
- Swimming Pool
- Cliffs
- Streams
- Sand bar
- Wildlife (snakes, bees, etc.)
- Farm equipment
- Old Buildings
- Traffic
- Road Conditions
- Holes or ditches
- Barbed wire fences
- Others; please list



What are some steps that you as a business owner can take in the beginning to limit these potential liability issues? Think about the possible steps that we discussed during this session and list other steps that you feel might be helpful?



www.NationalAgLawCenter.org

Limiting Liability with Business Organizations

Rusty Rumley
Center Staff Attorney



United States Department of Agriculture
National Institute of Food and Agriculture

479-575-7646 • nataglaw@uark.edu

It's always about the FACTS

- Sometimes it can be hard to answer a legal question with specificity
- Each situation is different based on the facts
- Courts make determinations of FACT before they apply the law
- Often the answer is "It depends!"
 - The facts of your specific situation may change the outcome



2

The Business Structure

- What is so Important about a Business Structure?
 - Liability Protection – separating assets so that a creditor or plaintiff cannot take everything you own
 - Fairly cheap to use
 - Easy to set up

How Business Entities Work to Protect You

Know what business entities provide protection:

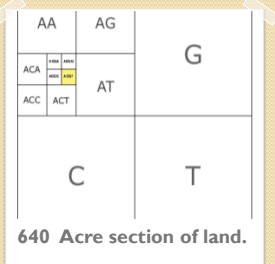
- No protection - Sole Proprietorship and General Partnership
- Some partners protected – Limited Partnership
- Full protection – Limited Liability Companies and Corporations

How Business Entities Work to Protect You, continued

Why the differences in protection?

- Some business entities function as a separate legal entity (like another person) and others do not.





Business Organizations are like "fire breaks" and not shields

How to use a Business Entity



- Creating a business entity is not enough to provide any protection
- Creating a business entity is like buying another basket...

Respect the Business Structure

- At the end of the day, Courts will only respect your business structure as much as you do.
- What does this mean?
 - You **HAVE** to keep the business separate from your personal life and from other businesses that you run.
 - Keep separate bank accounts, business records, etc...
 - Don't use business funds for the family vacation

Issues we'll cover for each one

- Liability of Owners
- Legal Status
- Formation
- Management
- Taxation

Types of Business Structures

- Sole Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Corporation
- Corporations
 - Subchapter "S"
 - Subchapter "C"

10

Sole Proprietorship

- Liability of Owners
 - 100% liability for the business debt
 - Creditors will be able to reach your personal assets as well as what you invested into the business.
 - This means that property such as your land, your home, your personal bank accounts are at risk!
- Legal Status
 - Not a separate legal entity
 - You would be sued directly.

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Sole Proprietorship

- Formation
 - No formalities are required...if you start a business by yourself than this is what you have.
 - Formed or dissolved at the discretion of the individual who owns it
 - Only 1 person, or it becomes a partnership
- Management
 - Easy decision making – only one person to consult!
- Taxation
 - Income is taxed on the individual's tax return (1040)
 - Schedule C

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General Partnership

- Definition
 - An association of two or more “persons” who agree to carry on as co-owners of a business for profit.
 - No intent is necessary to form a general partnership and it is possible to create one without intending to.

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General Partnership

- Liability
 - Each partner is **jointly and severally** liable for the debts of the business.
 - Not only are you personally liable for the debts and actions of the business (just like the sole proprietorship), but you are also responsible for all of the other partners actions
 - Creditors can reach your personal assets, in addition to what you have invested into the business

14



In Re Simmons (Arkansas 2007)

- Simmons farming operation was in financial trouble and filed for Chapter 7 which would discharge many of the debts.
- Simmons’ son, and general partner, produced a forged personal guarantee on a loan that Simmons had no knowledge of at the time (he later found out about it)
- Court held that the Son’s actions imputed fraud to ALL partners so no discharge was allowed.



General Partnership

- Legal Status
 - Recognized as a separate legal entity
- Formation
 - No formalities are required
 - Can be formed unintentionally (only intent required is to run business for profit)...Example look at your land lease forms when you go home.
 - There can be a formal partnership agreement that details management responsibilities and how profits/losses will be split

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General Partnership

- Management
 - Each member of the partnership is called a "general partner"
 - The decisions are made by all partners and all partners actively participate...any partner can bind the rest of the partners to a contract
 - Profits and losses are split evenly
 - Unless the partnership agreement states otherwise and there typically has to be a good reason for this.

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General Partnership

- Taxation
 - The general partnership has the advantage of being a "pass-through entity"
 - This means the partnership itself pays no income taxes
 - Instead, income is taxed only after it is distributed to the partners.
 - This is different than the "double tax" where income is taxed when the business earns it and when it is paid out to the individual partners.

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Limited Partnership

- Limited Liability Partnership
 - A more formal business organization that limits some liability
- Liability
 - General Partner
 - Is fully liable for the financial and legal obligations of the business
 - Limited Partner
 - Only at risk of losing the capital invested or pledged to the business
 - Personal assets are not at risk

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Limited Partnership

- Legal Status
 - Separate legal entity
- Formation
 - Requires at least 1 General partner and 1 Limited partner
 - Requires a partnership agreement that lays out how the business will be run, including how profits/losses will be divided
 - Certificate must be filed with Secretary of State...all states vary slightly, but the our website contains the necessary information
 - Name of business must have "limited" or "LLP"

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Limited Partnership

- Management
 - The General partner manages the business
 - Policy reasons: General partner has the most at stake. Incentive to make sound business decisions
 - The limited partner CANNOT manage the business or they may be deemed to be a general partner.
- Taxation
 - Limited Partnership is also a "pass-through entity"
 - Income is only taxed after it is passed on to the general or limited partners.

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Example

Grandmother wishes to help her grandson start a farming operation and she really doesn't know much about farming.

- The Limited Partnership would work well for her because she can have a stake in the business (i.e. she doesn't have to just give the grandson money).
- If the grandson fails then only the money that she gave to the grandson can be lost and the creditors cannot come back against her.

Limited Liability Company (LLC)

- LLC – created in the 1970s
 - Similar to Limited Partnerships...except everybody can be protected.
 - Provides protection to personal assets
 - Made up of “members” rather than “partners”
- Liability
 - Members' personal assets are protected from creditors of the business.
 - Creditors can only reach that which has been invested or pledged to the business

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LLC

- Legal Status
 - Recognized as separate legal entity
- Formation
 - Can be formed with 1 or more members
 - Created by delivering Articles of Organization to the Secretary of State's office
 - Must include
 - Name of LLC
 - Address of LLC
 - Agent for service of process
 - Certain reports must be filed each year to maintain LLC status

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LLC

- Management – 2 options
 - Member Management (small businesses)
 - All members have the right to participate in management
 - This is the more common option
 - Manager Management (large businesses)
 - Only designated members have management authority as provided in articles of organization
 - Profits and losses are shared equally among members unless otherwise agreed

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LLC

- Taxation
 - The LLC can elect to be a “pass-through entity”
 - Income is taxed only when it is distributed to the members
 - Or the LLC also has the option of being taxed as a corporation
 - Income would be taxed when the LLC earns it and again when it is distributed to the members

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Corporations

- Most complex business organization
- Offer liability protection for shareholders
 - Similar to that of LLC
 - Older business organization with centuries of case law.

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Corporations

- Liability
 - Shareholders are protected from creditors of the corporation in most cases
- Legal Status
 - Corporation is a separate legal entity

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Corporations

- Formation
 - Articles of incorporation must be filed with Secretary of State
 - Must include
 - Name of corporation
 - Purpose of corporation
 - Stock structure
 - Fictitious name statement
 - By Laws
 - Include details of how the corporation will be run
 - Officers
 - Shareholder meetings
 - Number and terms of Directors on Board

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Corporations

- Formalities
 - Record keeping requirements
 - Regular board meetings
 - Annual shareholder meetings
 - Annual filing requirements for the state

30



Corporations

- Management
 - Shareholders elect a Board of Directors
 - Board of Directors appoint Officers
 - Officers are responsible for day-to-day management decisions
 - Board of Directors is responsible for long term planning and management
 - Shareholders have limited management authority and vote only on extraordinary measures
 - Like selling more than 1/2 of the assets or dissolving

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Types of Corporations

- S Corporation
 - Limited number of shareholders (100 or less)
 - "Legal persons" that are allowed to be shareholders is limited to citizens, resident aliens, estates and certain trusts
 - No corporations, non-resident aliens
 - Only one class of voting stock
 - Distribution rights to shareholders must be equal
 - No tax at the corporate level... "pass through"
 - Similar to taxation of LLC

32



Types of Corporations

- C Corporation
 - Typically the big national corporations
 - Unlimited number of shareholders
 - No limits on who (or what legal entities) can be shareholders
 - Can issue common or preferred stocks or bonds (multiple classes of stock)
 - Distribution rights are very flexible
 - Income is taxed at the corporate level
 - And then again when it is distributed to shareholders

33



How to choose!

- Deciding which business structure to use is an important decision.
- Many factors to consider
 - Who is involved
 - What is their role
 - What are the requirements
 - What makes the most sense for my business

34



Any Questions?

I'll be available afterwards and I have contact information if you think of any questions later on.

Email: rumley@uark.edu

Business Organizations Reading Room:

<http://www.nationalaglawcenter.org/readingrooms/businessorganizations/>

Developing alternative enterprises by using business organization tools to reduce risk

Rusty Rumley,
National Agricultural Law Center

Goals of this Worksheet:

- *Discuss some of the benefits and limitations of various forms of business entities*
- *Identify of the potential uses of business entities that you can use*
- *Explore how to determine what type of business entity will fit best*

Review of the various types of business entities:

- *Sole Proprietorship*
- *General Partnership*
- *Limited Partnership*
- *Limited Liability Corporation*
- *Corporations*
 - *-Subchapter "S"*
 - *-Subchapter "C"*

Review of the important benefits to a business structure:

- *Asset Protection– separating assets so that a creditor or plaintiff cannot take everything you own*
- *Liability Protection – to separate yourself from the actions of the business or of its other owners*
- *Estate Planning Tool – business entities are a great way to pass on assets to the next generation and if estate taxes are an issue then they can be used to reduce the value of the total estate*



What are some of the business entities that you might adopt for your operation?

- Sole Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Corporation
- Corporations (either)

Identify the issues and characteristics associated with the various business entities. If the answer to a question is “Yes” then put a checkmark into the box beside the question and if the answer is “No” then leave the box empty.

Sole Proprietorship

- Do you have to file paperwork with the state to create it?
- Does it provide liability protection to the owner?
- Is this a legal entity separate from its owner?
- Are there any legal difficulties with managing the business?
- Is this subject to “double taxation” or can it be a pass through?

General Partnership

- Do you have to file paperwork with the state to create it?
- Does it provide liability protection to the owner?
- Is this a legal entity separate from its owner?
- Are there any legal difficulties with managing the business?
- Is this subject to “double taxation” or can it be a pass through?

Limited Partnership

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- Are there any legal difficulties with managing the business?
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Limited Liability Corporation (LLC)

- Do you have to file paperwork with the state to create it?
- Does it provide liability protection to the owner?
- Is this a legal entity separate from its owner?
- Are there any legal difficulties with managing the business?
- Is this subject to “double taxation” or can it be a pass through?

“S” Corporation

- Do you have to file paperwork with the state to create it?
- Does it provide liability protection to the owner?
- Is this a legal entity separate from its owner?
- Are there any legal difficulties with managing the business?
- Is this subject to “double taxation” or can it be a pass through?

“C” Corporation

- Do you have to file paperwork with the state to create it?
- Does it provide liability protection to the owner?
- Is this a legal entity separate from its owner?
- Are there any legal difficulties with managing the business?
- Is this subject to “double taxation” or can it be a pass through?

What are some of the business characteristics that are the most important to you and why? Which of the business entities above most closely matches your list of important characteristics?

Do you plan on creating a formal business entity or are you going to use one of the automatic ones (sole proprietorship or general partnership)? Why or why not and what is your timeline for either making the decision or creating the business entity if you have already decided?





Building on the business concept and incorporating the wildlife lease as your profit tool.

Learning Module #5

March 15th 2012

Presenter: Mr. Adam Tullos

Mississippi State University Dept. of Wildlife Fisheries & Aquaculture



Welcome

❖ Please notice the Email and Phone number box below.

❖ Enter your Name and contact information

❖ You may be selected to participate in a post webinar survey



Outline

- ▶ Recreational Business Concepts
- ▶ Resource Planning
- ▶ Hunting Lease Considerations



Recreational Businesses

- ▶ Entertainment business
- ▶ Natural resource inventory
- ▶ Compatibility with other operations
- ▶ Sustainability of resources
- ▶ Personal and family assessment





Resource Planning

- ▶ Business Plan
 - ▷ Labor Resources
 - ▷ Physical Resources
 - ▷ Financial Resources
 - ▷ Marketing Plan
- ▶ Operating Plan
 - ▷ Describe the operations
 - Farm
 - Livestock
 - Recreation
- ▶ Organizational Plan





What is a Lease?

- ▶ Legal Contract
- ▶ Business Transaction
 - ▷ "Document of Design"
- ▶ Stipulates What's expected
- ▶ Determines who the parties are
- ▶ MS Code 89-2-23
 - ▷ Duty of Care





What is Defined?

- ▶ Trespasser
 - ▷ May not "willfully" injure.
- ▶ Licensee
 - ▷ Has permission but same care as trespasser.
- ▶ Invitee
 - ▷ Reasonably Safe environment





What Every Lease Needs

- ▶ Has to be a Written Document
- ▶ Must have Accurate Land Description
- ▶ Payment schedule
- ▶ Damage provisions
- ▶ Shields





Lease Guidelines

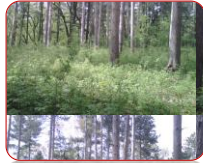
- ▶ Clearly Identifies Parties
- ▶ Price Clearly Set
- ▶ Activities Allowed
- ▶ Term of the Lease





Lease Guidelines

- ▶ Escape Provisions
- ▶ Ability to Sublease or Transfer
- ▶ Renewal Options
- ▶ Rights of the Landowner
- ▶ Liability Insurance and other Liability Shields





Lease Guidelines

- ▶ "Request" incorporation of club
- ▶ Stipulate Insurance coverage
- ▶ Mandate Waivers
 - ▷ Signatures on lease will work.





One Step Further

- ▶ Harvest Restrictions
- ▶ Safety Plan
- ▶ Reporting & Updates
- ▶ Management Practices
- ▶ Fines, Penalties, and assessments





Improve Effectiveness

- ▶ Choose Good Leaders
- ▶ Make Rules Not Suggestions
- ▶ Make Safety the Primary Issue





Types of Leases

- ▶ **Short-term**
 - ▷ Daily Hunting
 - ▷ Weekly Hunts
 - ▷ Special Season Hunts
- ▶ **Perpetual Lease**
 - ▷ Series of Annual Leases
 - ▷ Typically used by Timber Companies
 - ▷ Beneficial for landowners who share partial property rights. (I farm you hunt)





Types of leases

- ▶ **Term Lease**
 - ▷ Seasonal
 - Deer Season
 - ▷ Period
 - Two Months
 - ▷ Annual
 - Right of First Refusal
- ▶ **"Stacked"**
 - ▷ Deer Season
 - ▷ Turkey Season
 - ▷ Trail Riding





Lease Revenue Potential

- ▶ 1000 acres:
 - ▷ 900 acres forested
 - ▷ 40 acre lake
 - ▷ 60 acres in agriculture
- ▶ Objective:
 - ▷ \$8,000 annual (Wildlife) revenue
- ▶ Most people structure it like this?
 - ▶ 8 people @ \$1,000
 - ▶ 4 people @ \$2,000





Lease Revenue Potential

- ▶ Or, un-bundle the lease structure with a little management and get this.
- ▶ 8 people @ \$1,000 for (Deer)
- ▶ 4 people @ \$1,000 for (Turkey)
- ▶ 10 people @ \$1,000 for (Fishing)
- ▶ 15 people @ \$200 per gun (Dove)
- ▶ 15 people @ \$200 per gun (Quail)
- ▶ = \$28,000 - \$5,000
- ▶ = **Net profit of \$23,000**





Economic Potential of Leases

- ▶ High variability in Price
 - ▷ Quality of Habitat
 - ▷ Distance for Market
 - ▷ Size of Tract
 - ▷ Appearance "
 - ▷ Management Activities





Economic Potential of Leases

- ▶ Variability in Demand
 - ▷ Current Economic Situation
 - ▷ Everybody wants a deal
 - ▷ Offerings "Packaging"
 - ▷ Wise Marketing
- ▶ Variability in Resources
 - ▷ Wildlife populations
 - ▷ Weather
 - ▷ Site Conditions





Hunting Leases in Mississippi

- ▶ Price ranges
 - ▷ Range: \$5 - \$150/A/yr
 - ▷ 2 tracts @ \$150/A
 - ▷ 6 tracts @ \$50/A or >\$
 - ▷ 4 tracts @ \$35/A
 - ▷ 26 tracts @ \$25/A
- ▶ 1 acre @ \$25/A earns \$1,000 over 40 years





Hunter Satisfaction

- ▶ Experience Driven
 - ▷ The more game seen means higher anticipated quality of area
 - ▷ As hunter density decreases hunter satisfaction increases
 - ▷ High human density may produce hunter/angler conflicts and poor sportsmanship





Harvest Success

- ▶ Party success increases overall satisfaction
- ▶ This understanding of hunter preference is important to outfitter success
- ▶ Client Surveys





Hunter Group Indicators

- ▶ Some Hunters are more sociable than others
- ▶ Waterfowlers, Upland Bird Hunters, and Deer Hunters share camaraderie
- ▶ However, turkey hunters and anglers who are guided on public waters are very secretive about activities and prefer smaller parties
- ▶ "Tragedy of the Commons"
 - ▷ As more people use a resource the resource in turn becomes limited and less satisfactory or entirely depleted unless managed for sustainability.





Enjoyment of Other Activities

- ▶ 30.4 % indicated no
- ▶ 69.6 % indicated yes
- ▶ Of those that indicated yes
 - ▷ Sporting Clays ranked highest – 62 %
 - ▷ Fishing was next – 20%
 - ▷ Wildlife watching – 9%
 - ▷ Skeet shooting – 5%
 - ▷ 3-D archery, quail/waterfowl hunting – 4% with quail hunting being most preferred of these two





Importance of Amenities

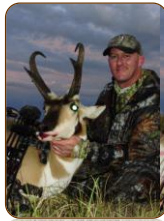
- ▶ Having on-site lodging increases captured revenues by 30%
- ▶ Offering additional trip related hunting/fishing opportunities increases potential revenue by 20%





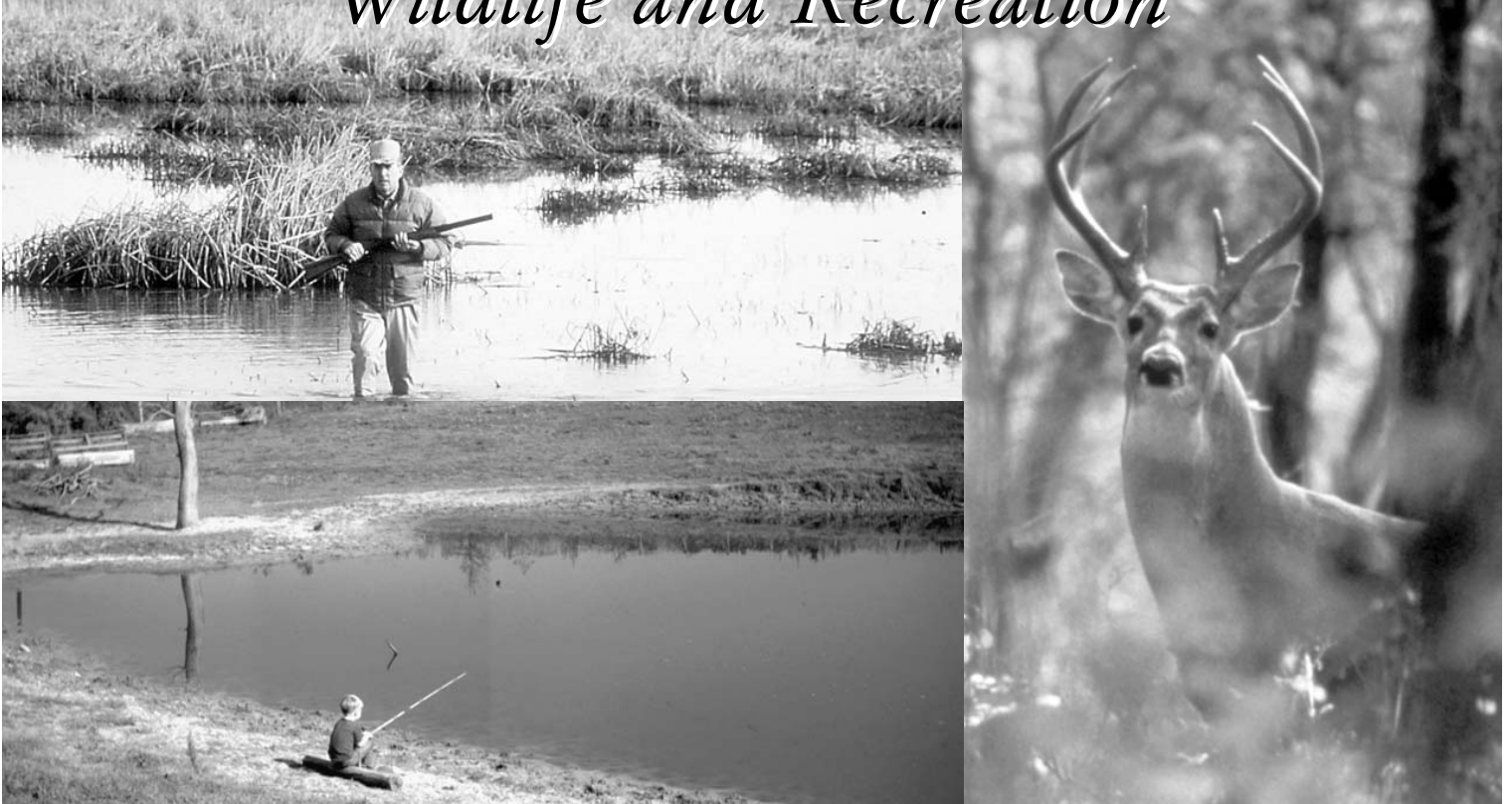
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NATURAL RESOURCE ENTERPRISES

Wildlife and Recreation



Hunting Leases: Considerations and Alternatives for Landowners

Interest is growing in the South and throughout the United States for landowners to provide recreational access to their land for sportsmen and others to hunt, fish, and enjoy other types of outdoor recreation. For many farm, ranch, forest, and other landowners, alternative enterprises may provide an opportunity to sustain their natural resource base, maintain their quality of life, and increase annual profits.

Offering access to private land for recreational uses by the public can be a viable alternative enterprise. Natural resource-based alternative enterprises on private land range from producing products such as pine straw for

mulching, to providing access for bird watching, trail riding, and hunting and fishing.

Recreational hunting and fishing leases have become an important source of supplemental income for many landowners in recent years, and the demand for access to private lands for recreational uses continues to grow. When these enterprises are appropriately developed and implemented, they will contribute to local community economies in many ways. However, there are many things to consider before implementing a hunting lease.

Not all private landowners will want to open their lands for such access and use, but for those who feel they would like to explore such

enterprises, some tradeoffs will be necessary. Landowners must consider and manage such enterprises as an integral part of their total operations. They must also keep in mind the long-term sustainability of their natural resource base on which the total operation depends.

The information in this publication helps you as a landowner make informed decisions about one potential alternative natural resource-based enterprise – hunting leases. Much of the information in this publication comes from a number of sources, including scientific papers presented at various conferences, and from personal experience working with private landowners and recreational users over the past 35 years.

This publication does not provide all-inclusive, definitive information on hunting leases for any individual. Natural resource produc-

tivity and sustainability capabilities in different areas are not necessarily the same. Each geographic site capability is different. Each landowner's objectives and management skills are different. Figures in this publication for fees charged per acre and minimum amounts of acreage suggested for specific kinds of hunting operations may not be appropriate for every operation. Some of the figures provided are "rule of thumb" or "ballpark" estimates for consideration based on regional or statewide surveys and informal discussions with enterprise operators. Liability insurance sources provided are simply sources known, and it is very likely there are many other providers. Sample lease agreements and sample hunting club bylaws are simply templates that you, a manager, or a hunting club group may find useful to customize for individual and operation needs.

TYPES OF HUNTING LEASES

A hunting lease is an agreement between you as the landowner (lessor) and hunters (lessees) that grants the hunter access rights for hunting game animals (and other specified activities) on your property for a specified time period. Hunters usually pay you an agreed-upon dollar amount per acre or per hunter. However, in some leases you may agree to a smaller combination of dollars per acre or per hunter with a written agreement that the hunter or hunters perform some service in exchange for the privilege of hunting access. There are numerous kinds of leases and agreements based on the agreed-upon collaboration (usually in writing) between the lessor and lessee. Following are some common types of hunting leases:

■ *Long-Term*

- ✓ Seasonal lease – all species of game legal to hunt
- ✓ Seasonal lease – specified animal or animals
- ✓ Annual or multi-year lease – all species
- ✓ Annual or multi-year lease – specified game animal or animals.

■ *Short-Term*

- ✓ Daily hunting, often by permits
- ✓ Weekly hunts
- ✓ Multi-day (three to five) day hunts
- ✓ Special Season Hunts – such as bow, muzzle-loader, or rifle only.

The most common types of hunting leases are the long-term annual and long-term seasonal. Under this type of leasing system, you generally provide individual hunters or groups of hunters the privilege of access to your land for hunting for a season, a full year, or for several consecutive years.

This type of leasing usually allows the hunter or hunters the privilege of hunting legal game species during specified open seasons, with fees assessed on a cost per-acre or lump sum basis. These leases let you specify which game species can be hunted, and you can reserve hunting rights for yourself, your guests, and immediate family. In fact, depending on the interests of the lessee and your willingness, these leases can be customized to the satisfaction of both you and the lessee, as well as the agreed-upon price paid for the privilege of leasing.

For many landowners, such long-term seasonal or annual leases for a set price per acre or lump sum seem to be the easiest to negotiate and require the least oversight. If you are satisfied with this type of arrangement, the lease fee is satisfactory, and the lessee(s) has demonstrated appropriate and responsible care of the land and resources, you can continue such annual leases on a multi-year arrangement.

Long-term leases have advantages and disadvantages. The advantages are that such leases generally result in better landowner-sportsmen relationships, because you get to know the lessee(s) personally, helping to build trust over time, and the sportsmen get to understand what your objectives are, and they become interested in helping manage the properties to meet these objectives. The longer time that lessee(s) lease a property, the better they come to know it, and the more likely they will become interested in working with you to improve habitat management for wildlife. The more provincial interest they develop in the property, the more they will help to prevent trespass and poaching. If you are satisfied with the long-term arrangement, you can project anticipated income.

The disadvantage is that sometimes such long-term lease arrangements make it difficult to increase lease fees when you need to, and some lessee(s) take such an interest that they begin to think of the property as theirs and forget to honor your rights. However, both sportsmen and landowners are more often willing to make time, labor, and financial investments in leased property when they know they have a secure arrangement for more than one year or season. Such long-term lease arrangements can be for specific game species only or offer hunting for all legal game species to the lessee(s). It can include such other activities as scouting before hunting seasons, camping, and fishing if available.

If you are active in the day-to-day management of the property, you may also choose to lease access rights for hunting one particular species to one hunter or group of hunters and to yet another hunter or group of hunters for hunting another species. An example would be deer hunting to one group and spring turkey hunting to another, or dove hunting to one group and waterfowl hunting to another. Obviously this works best when seasons do not overlap, and it generally requires intensive involvement by you or someone you assign such management responsibilities to. These leases usually return the most annual income but clearly also require the most intensive involvement of you or a

manager. They also require more labor, time, and habitat management investments, such as providing dove fields, food plots, waterfowl blinds, and other requirements.

Short-term leases can be on a daily permit basis, such as for dove hunting; a per weekend basis for deer or waterfowl hunting; a weekly basis during a special season, such as bow hunting or muzzle-loader hunting; or for a one-season, special management type of hunt, such as a late-season doe hunt only. Some of these hunts can be packaged to include guides, lodging if available (on the lease property or at a local motel), and meals. Clearly this type of leasing arrangement requires intensive management and marketing for greatest success, but it can yield a higher rate of return and does not obligate the entire property for an entire hunting season or year. In other words, you can provide access to limited portions of the land for shorter periods of time and can limit the hunting to the species desired.

Hunting leases can be developed by sportsmen contacting you directly about the potential of leasing your land for hunting rights access. Or a broker may make such arrangements. However, more and more landowners interested in leasing their land for hunting access are finding that newspaper and magazine ads or a web site will often locate willing hunters or groups of hunters interested in leasing tracts of land for hunting privileges. There can be some advantage for some owners, particularly non-resident landowners, in having a broker take care of the advertising and locating and dealing with responsible lessee(s) and with neighboring landowners. Another advantage is the broker can help ensure the lessee(s) honor their lease and pay on time. However, such brokers will come at a cost.

Before beginning a hunting lease program, you need to consider a number of things and be prepared to spend some time, labor, and resources to determine the value of your resources, how to manage and sustain them as renewable natural resources, what your long-term objectives are, and if such a leasing program is compatible with your other land management objectives. You also should recognize the advantages and disadvantages of leasing your land for hunting, such as these:

■ *Advantages*

- ✓ Can be a dependable source of additional annual income

- ✓ Can provide in-kind labor assistance from lessee(s)
- ✓ Can help reduce trespass problems
- ✓ Can help you gain better control of who is using the land for what purposes
- ✓ Can complement other land management operations
- ✓ Can improve other recreational opportunities
- ✓ Can benefit local community economy
- ✓ Can help you better manage wildlife habitat and populations

■ *Disadvantages*

- ✓ Increased liability concerns and costs
- ✓ Will require increased landowner or manager involvement of dealing with lessee(s)
- ✓ Could mean some tradeoffs in other operations
- ✓ Could present conflicts with neighbors
- ✓ Likely to require some investment in habitat and access management
- ✓ Will require record keeping, evaluation, and business management

HUNTING LEASE AGREEMENTS

Without question, most hunting leases should be undertaken only with a written agreement. Such an agreement serves as a contract that protects the agreed-upon rights of both you (lessor) and the sportsman (lessee). The significance of a well-considered written lease agreement cannot be overemphasized, since it is the foundation for a successful hunting lease program. Effective hunting lease agreements protect your interests yet allow enough flexibility to permit enjoyment of the access rights provided to the sportsmen or lessee(s). Such leases can be developed from “boiler-plate” examples but can be customized to protect you against later conflicts. A lease must be well thought out before being finalized and agreed to by you and lessee(s). Most of the potential conflicts between you and lessee(s) can be prevented, and a good working relationship can be maintained by having a mutually agreed-upon written lease. Some “boiler-plate” examples of written hunting leases are provided in the back of this publication for examination and modification

to meet individual needs. Your needs and desires are paramount but must be tempered by recognizing the needs and desires of the lessees and what they are willing to pay for.

■ *Considerations when Developing A Lease Agreement*

- ✓ **References** – If you are not familiar with sportsmen or groups who desire to lease your property, you should not hesitate to ask for references. You may get references from other landowners who leased to the lessee(s) previously or from Conservation officers or community leaders who know the person(s).
- ✓ **Proof of liability insurance** – As part of the lease agreement you can require the lessee(s) to pay for liability insurance (with your name listed on the policy) and provide proof of coverage by keeping a copy of the insurance policy with proof of purchase. Requirements for liability insurance can be written into the lease agreement. Be sure such policies cannot be canceled during the lease time. This precaution transfers a large portion of the liability to the lessee(s). Otherwise you are responsible for the costs of appropriate liability insurance coverage to ensure your protection.
- ✓ **Establish and maintain open communication** – An open channel of communication from the beginning prevents potential misunderstanding between you and sportsmen. For hunting clubs or organized groups of lessees, try to arrange a time before the hunting season to meet with the group and get to know them.
- ✓ **Organized groups/hunting clubs** – Hunting clubs should be well organized and governed by self-regulating bylaws and have a contact person designated. A sample of hunting club bylaws is provided in the back of this publication. You should receive a copy of adopted bylaws.
- ✓ **Lease to local sportsmen when possible** – Local sportsmen, if willing to pay, can often help look after property. Having such local participation often avoids the local resentment of the “outsider” image.
- ✓ **Annual meetings** – You should meet with sportsmen groups or hunting clubs who lease your land at least once each year before the hunting season to discuss land use changes,

modifications that may be needed to the lease agreement, or your need for some help improving habitat or hunting opportunities.

- ✓ **Limit hunters and guests** – For the benefits of safety, enjoyment, and protection of the resource, the number of hunters must be restricted. For example, too many hunters using the property at any one time during the season may compromise the safety, enjoyment, and sustainability of the resources. Here are some rules of thumb for consideration with exceptions for different kinds of habitat and hunting: for deer hunting, one hunter per 100 acres; for waterfowl hunting, one hunting party per 100 acres of wetlands or waterfowl habitat; and for turkey, one hunter per 200 acres.
- ✓ **Written rules** – Consider drafting written rules aimed at preventing potential accidents and protecting property, especially if there are known hazards, such as old wells, sinkholes, and other risks to personal safety on the property. Make sure all lessees are aware of these written rules, and have them sign a statement that they have read and understand these rules.
- ✓ **Incorporation** – Hunting clubs representatives (officers) cannot legally represent the entire club when signing a lease agreement unless the club or group is incorporated. If the club or group is not incorporated, each member of the club/group must sign and date the written lease agreement.
- ✓ **Liability risk reduction** – In addition to requiring the club/group to purchase an insurance policy to cover liability, you should practice a risk reduction program that reduces all known hazards on the property. Keep records of such efforts to reduce or eliminate known and potential risks to lessees. You should keep accurate records in case of a libel suit. Identify hazards you cannot reduce or eliminate, and explain them to lessees with a map and written description.

Here are other considerations: If ATVs are to be used on property, require additional rider insurance from lessees. Avoid single-strand cable gates, or have them clearly marked and flagged. If portable tree stands are to be used, make sure lessees' liability insurance covers such use, or require permanent stands to be used. In accord with state law, require sportsmen to pass an approved hunter safety program and

show a certificate of completion. (Anyone born after January 1, 1972 is legally required to complete a hunter education course before purchasing a Mississippi hunting license. Also, anyone 12 years of age but under 16 years of age must have a certificate showing completion of a hunter education course approved by the Department of Wildlife, Fisheries, and Parks before hunting in Mississippi.)

- ✓ **Attorney lease review** – Have an attorney review the written lease before it is agreed to and signed by either party. This helps protect both parties and clarifies that the agreement is legal and binding.
- ✓ **Up-front payment** – The agreed-upon lease payment should be made before the hunting season begins, preferably before the date of the lease period. This ensures that payment is made before the hunt begins, and it allows the owner the potential of investing the funds and earning interest.
- ✓ **Permanent structure policy** – You may or may not want the lessee to put up permanent structures, such as buildings, sheds, or cabins. If you do permit any of these, you should decide what types of structures to allow and what should happen to these structures if and when the lease is terminated.
- ✓ **Vehicle restriction** – You may want to restrict what type of vehicles may be used on identified roads and trails and/or restrict the use of particular types of vehicles to certain roads on the property.
- ✓ **Notification of presence** – You may require hunters to check in and out via a check station or notify you in advance by phone or in writing when hunting or otherwise accessing the property.
- ✓ **Arbitration** – Disputes can arise, regardless of how well the lease agreement is written. Some leases specify using arbiters who were agreed upon in advance by both parties. The arbiter should be a neutral party, such as an attorney, conservation officer, or other mutually agreed-upon individual.
- ✓ **Game law violations** – In case game laws are violated, unintentionally or intentionally, the club/group bylaws need to ensure the violation is reported to both the local conservation officer and to the landowner.

- ✓ **Automatic lease renewal** – If you are pleased with the lessee(s), you may want to provide for an automatic lease renewal agreement consideration. This can be put into effect barring conflicts or need for some change in the agreement, if agreed upon 90 days before the lease terminates. This may be an advantage for both parties if things are going well.

■ *Suggested Items To Include In a Written Hunting Lease*

- ✓ Your name, address, and phone number and the same information for the sportsmen, group, or club (lessees).
- ✓ The purpose of the hunting lease, describing the species of game allowed to be hunted as well as other activities allowed on the property, such as camping, fishing, scouting, permanent structure placement, and disposal.
- ✓ A description of the property with the location of the tract, boundaries, and areas off limits to hunting access. You should also provide a map with the property description. It is wise to conduct a tour of the property or tract to be leased with lessees to point out clearly marked property boundaries as well as any known restricted-use areas or hazards. In the description it is helpful to point out the present condition of the property, such as 20-year-old pine plantation, row crop areas, pasture, restricted areas, and reasons for restrictions.
- ✓ The duration of the lease, describing the beginning and ending dates of the lease, whether seasonal or annual, or longer term.
- ✓ The method of lease payment, stating how much the lessee(s) must pay and a date when payment must be received. Penalties for late payment can be described but must be well in advance of the beginning of the hunting season.
- ✓ Damage provisions and a deposit (if you think this is needed) to cover the costs of damage or loss of your property, livestock, or other resources if not repaired or compensated. Such damage provisions should specify that the lessee(s) are responsible for any damages or losses they or their guests (if allowed) cause to the property or to your assets. You should return damage deposits to the lessee(s) if damage is corrected or does not occur during the effective lease period.
- ✓ A termination of a lease clause with provisions to cancel a lease agreement if either party fails to abide by the terms of the written lease agreement, such as a lessee's violating state or federal game regulations. It must also ensure your or your heirs' rights to cancel a lease if you sell the property or if you die within the effective lease period.
- ✓ A subleasing clause that specifies whether the lessee(s) can sublease or assign leasing rights to a third party. You should avoid the idea of subleasing your property to third party access by the original lessee(s).
- ✓ The lessee's responsibilities should be clearly defined within the agreement to include these items: closing gates and repairing broken fences; obeying all state and federal game regulations; helping put out wildfires; evicting trespassers or at least immediately contacting the owner or local law enforcement personnel; adhering to the management plan regarding game harvest recommendations; keeping good game harvest records; appropriate posting of the property; restrictions on the use of alcohol; and off road vehicles as you determine.
- ✓ Your (lessor) responsibilities should be clearly defined within the lease to include duties (as you agree to provide) such as maintaining roads, planting food plots or preparing fields for dove hunting, and providing facilities for lodging or for cleaning and storing harvested game. Obviously these duties and amenities have a cost, and you will have to consider them in the cost of the lease.
- ✓ Your rights as the landowner must be clearly stated in the lease, such as the right to continue to manage the land to meet your identified objectives, the right to allow family members defined hunting privileges, and the right to request removal of a club or group member who violates property or approved behavior codes.
- ✓ You can add indemnity clauses or "hold harmless" disclaimers to the lease agreement. These may protect you from liability if someone is injured on your land. You can use them as proof that an injured lessee assumed the risks of doing a particular activity like climbing a tree or

crossing a fence. They do not, however, relieve you of liability associated with demonstrated negligence.

- ✓ The number of members allowed in lessee club/group.
- ✓ The number of guests, if allowed, and the number of total lessee(s) and invited guests that may be on the property to hunt at any specific time.

■ *Determining Hunting Lease Price Structure*

If you have no experience leasing land for hunting access, one of the most difficult decisions is determining a fair market price that is competitive yet gives you a reasonable return for the lease and any services or amenities provided. The following are known methods but are by no means the only methods:

- ✓ **Break even plus 10 percent** – The lease price is based on management and costs associated with the lease operation plus 10 percent to cover unforeseen costs and the need for the lease to cover operational costs and land taxes.
- ✓ **Habitat valuation** – The lease price is determined from a subjective rating of the quality and quantity of wildlife habitat available. For example, if the wildlife habitat and populations have been managed to provide high populations of wildlife and better than average hunting opportunities, the value of the lease may be higher, or if the lessee(s) want to limit or keep out other hunters that the property could reasonably sustain, they may have to pay a premium price for that.
- ✓ **Baseline plus value-added** – You charge a base price per acre plus charges on improvements made, amenities, or services provided.
- ✓ **Competitive pricing** – You base the lease price on the going rate of other leases in the area or lease prices charged elsewhere for similar access, services, and amenities provided.
- ✓ **Sealed bid** – This is similar to timber sales in that you develop a description of the hunting lease and what it offers, and you request sealed bids. You can do this via advertising or by contacting individuals or sportsmen groups who may have an interest.

HOW TO FIND A RESPONSIBLE LESSEE

It may be difficult to identify and locate responsible hunters who will take an interest in the land and resources being leased and who will respect the property and abide by terms and conditions in a written lease. It will pay dividends in the long-term, however. Without appropriate screening of lessee(s), you may find yourself with an unmanageable group who have no regard for your rights or maintaining the property and the sustainability of the habitat and wildlife. Many problems could arise, such as trash dumping, wildfires, road and tree damage, illegal hunting, damage to facilities and livestock, and over harvest of the game resource. For the most part, you can avoid these problems by using these practices:

- ✓ leasing to known sportsmen with some local members
- ✓ developing and using a well-constructed written lease that protects your interests and that every member, if the club or group is not incorporated, must sign, or if incorporated, that the representative makes sure every member has read and understands.

Remember that after you locate interested lessee(s) ask them to provide a list of references, and use this list to ensure they have not had problems in the past leasing lands from other landowners and are known to be responsible and ethical sportsmen. If the lessee(s) pass this background check, conduct a personal interview with the lessee(s) or their representative, if the group is incorporated. Develop a list of questions in advance that you want to have answered, and don't be afraid to ask tough questions. Then use all the information to make an informed decision about leasing to the lessee(s) and if you think they are willing to accept and abide by the terms of the written lease agreement.

■ *Trespass*

Mississippi law forbids all persons to enter private lands without permission from the landowner. Hunting, fishing, or trapping on land without permission of the landowner is a misdemeanor punishable by a fine and possible imprisonment. The trespass law is enforceable by conservation officers and county sheriffs.

SUMMARY

Recreational access leases have become an important source of alternative income for many forest and agricultural landowners in the South as well as in other parts of the United States. Most forest industry landowners and managers now consider income from recreational access leases as a vital part of their resource and financial decision-making process.

If you as a private landowner consider such leases as an alternative enterprise to supplement your income, you should understand the advantages and disadvantages of the leases. You also must consider and remember you are not selling wildlife, which is publicly owned. You are selling the opportunity and privileges that go with access to your land for the purposes specified in the written lease agreement. Having some idea of the habitat quality and status of wildlife populations on your land will be important in making decisions. The sustainability of

your renewable resources is the key to long-term income potential as well as sustainability of the operation. Recreational access/hunting leases can become an enjoyable and rewarding experience for you (lessor) and sportsmen (lessees) with advance planning, preparation, management, and communication.

As far as the economic potential of hunting leases, the range of returns varies considerably based on the type of lease. One example would be high quality waterfowl blinds leases that bring the highest annual returns per acre of access, versus leases for small game hunting that may be as low as 50¢ per acre, to high quality big game leases that may go for as much as \$25.00 per acre or more in some areas. A recent study of fee hunting in Mississippi reported that for the 1997-98 season, annual net revenues averaged \$3.91 per acre statewide by landowners leasing their lands for hunting.



SAMPLE HUNTING LEASE AGREEMENT

This hunting lease agreement is for educational purposes only. It is important to check with your attorney before writing and signing a binding legal agreement. You may want this lease to be more detailed or include more requirements, or you may want it to be less detailed. If you want to provide other services or rights, such as guides, cleaning game, or allowing the lessee to improve the habitat, you should include those provisions.

STATE OF:

COUNTY OF:

TRACT:

This Lease Agreement (the "Lease") entered into as of the day of _____, by and between _____ hereinafter referred to as Lessor, and _____ a/an (state whether an individual, a partnership, corporation, or unincorporated association) hereinafter referred to as Lessee.

The Lessor agrees to lease the Hunting Rights, as defined below, on _____ acres more or less, to Lessee for _____ (\$_____/Acre), for a term commencing on _____, (the "Commencement Date") and ending on _____ (the "Expiration Date") on the following described property (the "Land").

See Attached Description

The Hunting Rights shall consist of the exclusive right and privilege of propagating, protecting, hunting, shooting and taking game and waterfowl on the Land together with the right of Lessee to enter upon, across and over the Land for such purposes and none other.

This Hunting Lease Agreement shall be subject to the following terms and conditions:

PAYMENT

1. The Lessee shall pay to the Lessor _____, the amount of one (1) year's Rent in full, on or before _____ by check payable to Lessor.

COMPLIANCE WITH LAW

2. Lessee agrees for itself, its licensees and invitees to comply with all laws and regulations of the United States and of the State and Local Governments wherein the Land lies relating to the game or which are otherwise applicable to Lessee's use of the Land. Any violation of this paragraph shall give Lessor the right to immediately cancel this Lease.

POSTING

3. Lessee shall have the right to post the Land for hunting to prevent trespassing by any parties other than Lessor, its Agents, Contractors, Employees, Licensees, Invitees, or Assigns provided that Lessee has obtained the Lessor's prior written approval of every sign designed to be so used. Every such sign shall bear only the name of the Lessee. Lessor reserves the right to prosecute any trespass regarding said Land but has no obligation to do so.

LESSOR'S USE OF ITS PREMISE

4. Lessor reserves the right in itself, its Agents, Contractors, Employees, Licensees, Assigns, Invitees, or Designees to enter upon any or all of the Land at any time for any purpose of cruising, marking, cutting or removing trees and timber or conducting any other acts relating thereto and no such use by Lessor shall constitute a violation of this Lease. This right reserved by Lessor shall be deemed to include any clearing, site preparation, controlled burning and planting or other forestry work or silvicultural practices reasonably necessary to produce trees and timber on the Land. Lessee shall not interfere with Lessor's rights as set forth herein.

GATES/BARRIERS

5. Lessor grants to Lessee the right to install gates or other barriers (properly marked for safety) subject to the written permission of Lessor and the terms and conditions relating thereto as set forth elsewhere in the Lease, on private roads on the Land, and Lessee agrees to provide Lessor with keys to all locks prior to installation and at all times requested by Lessor during the term of this Lease.

ROAD OR FENCE DAMAGE

6. Lessee agrees to maintain and surrender at the termination of this Lease all private roads on the Lands in at least as good a condition as they were in on the date first above-referenced. Lessee agrees to repair any fences or other structures damaged by itself, its licensees or invitees.

ASSIGNMENT

7. Lessee may not assign this Lease or sublease the hunting rights the subject of this Lease without prior written permission of Lessor. Any assignment or sublease in violation of this provision will void this Lease and subject Lessee to damages.

FIRE PREVENTION

8. Lessee shall not set, cause or allow any fire to be or remain on the Land. Lessee covenants and agrees to use every precaution to protect the timber, trees, land, and forest products on the Land from fire or other damage, and to that end, Lessee will make every effort to put out any fire that may occur on the Land. In the event that any fire shall be started or allowed to escape onto or burn upon the Land by Lessee or anyone who derives his/her/its right to be on the Land from Lessee, Lessor shall have the right immediately to cancel this Lease without notice, and any payments heretofore paid shall be retained by Lessor as a deposit against actual damages, refundable to the extent such damages as finally determined by Lessor are less than said deposit. In addition, Lessor shall be entitled to recover from Lessee any damages which Lessor sustains as the result of such fire. Lessee shall immediately notify the appropriate state agency and Lessor of any fire that Lessee becomes aware of on Lessor's lands or within the vicinity thereof.

INDEMINIFICATION AND INSURANCE

9. Lessee shall indemnify, defend and hold harmless Lessor, its directors, officers, employees and agents from any and all loss, damage, personal injury (including death at any time arising therefrom) and other claims arising directly or indirectly from or out of any occurrence in, or upon, or at the said Lands or any part thereof relating to the use of said Land by Lessee, Lessee's invitees or any other person operating by, for or under Lessee pursuant to this Lease. Lessee further agrees to secure and maintain a \$1,000,000 public liability insurance policy in connection with the use of the Land with Lessor named as

insured and with such insurance companies as shall be agreeable to Lessor. This indemnity shall survive the termination, cancellation or expiration of this Lease.

RULES AND REGULATIONS

10. Lessor's rules and regulations attached hereto as Exhibit "A" are incorporated herein by reference and made an integral part hereof. Lessee agrees that any violation of said rules and regulations is a material breach of this Lease and shall entitle Lessor to cancel this Lease as its option effective upon notice by Lessor to Lessee of such cancellation.

Lessor reserves the right from time to time, to amend, supplement or terminate any such rules and regulations applicable to this Lease. In the event of any such amendment, supplement, or termination, Lessor shall give Lessee reasonable written notice before any such rules and regulations shall become effective.

MATERIAL TO BE SUBMITTED TO LESSOR

11. If this Lease is executed by or on behalf of a hunting club, Lessee shall provide Lessor, prior to the execution hereof, a membership list including all directors, officers, and/or shareholders, their names and addresses and a copy of Lessee's Charter, Partnership Agreement and By-Laws, if any. During the term of this Lease, Lessee shall notify Lessor of any material change in the information previously provided by Lessee to Lessor under this paragraph 11.

LESSEE'S LIABILITY RE: TREES, TIMBER, ETC.

12. Lessee covenants and agrees to assume responsibility and to pay for any trees, timber or other forest products that may be cut, damaged, or removed from the Land by Lessee or in connection with Lessee's use of the Land or any damages caused thereupon.

NO WARRANTY

13. This Lease is made and accepted without any representations or warranties of any kind on the part of the Lessor as to the title to the Land or its suitability for any purposes; and expressly subject to any and all existing easements, mortgages, reservations, liens, rights-of-way, contracts, leases (whether grazing, farming, oil, gas or minerals) or other encumbrances or on the ground affecting Land or to any such property rights that may hereafter be granted from time to time by Lessor.

LESSEE'S RESPONSIBILITY

14. Lessee assumes responsibility for the condition of the Land and Lessor shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to the Lessee or to any occupant or to anyone in or on the Land who derives his or their right to be thereon from the Lessee.

USE OF ROADS

15. Lessee shall have the right to use any connecting road(s) of Lessor solely for ingress, egress, or regress to the Land; such use, however, shall be at Lessee's own risks and Lessor shall not be liable for any latent or patent defects in any such road nor will it be liable for any damages or injuries sustained by Lessee arising out of or resulting from the use of any of said Lessor's roads. Lessee acknowledges its obligation of maintenance and repair for connecting roads in accord with its obligation of maintenance and repair under paragraph 6.

SURRENDER AT END OF TERM

16. Lessee agrees to surrender the Land at the end of the term of this Lease according to the terms hereof. There shall be no renewal of this Lease by implication or by holding over.

MERGER CLAUSE

17. This Lease contains the entire understanding and agreement between the parties, all prior agreements between the parties, whether written or oral, being merged herein and to be of no further force and effect. This Lease may not be changed, amended or modified except by a writing properly executed by both parties hereto.

CANCELLATION

18. Anything in this Lease to the contrary notwithstanding, it is expressly understood and agreed that Lessor and Lessee each reserve the right to cancel this Lease, with or without cause, at any time during the Term hereof after first giving the other party thirty (30) days prior written notice thereof. In the event of cancellation by Lessee, all rentals theretofore paid and unearned shall be retained by the Lessor as compensation for Lessor's overhead expenses in making the Land available for lease, and shall not be refunded to Lessee.

APPLICABLE LAW

19. This Lease shall be construed under the laws of the State first noted above.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be properly executed as of the day and year first above written.

WITNESSES:

SAMPLE HUNTING LEASE AGREEMENT

This hunting lease agreement is for educational purposes only. It is important to check with your attorney before writing and signing a binding legal agreement. You may want more details or fewer details than this lease includes. If you want to provide other services or rights, such as guides, cleaning game, or allowing the lessee to improve the habitat, they should be included.

_____, owner of _____ farm, (legal description of the land), County, (state), herein referred to as "Landowner," for good and sufficient consideration, as hereinafter set forth, leases hunting rights on those portions of the _____ farm, hereinafter described, to _____ and others so executing this agreement and hereinafter referred to as "Lessees," on the following terms and conditions:

1. The tract of land, hereinafter referred to as "lease" upon which hunting rights are granted, is the _____ farm described herein consisting of approximately _____ acres.

(description of land with aerial photograph if available)

Lessees understand the location and boundaries of said tract and agree that no hunting rights are granted hereunder on any tract other than the tract herein designated and that no hunting or discharging of firearms shall be done by Lessees while traveling to or from the lease.

2. This agreement and the rights and duties granted and incurred hereunder shall be for a term commencing with the opening of _____ season in 20____, and the closing of _____ season in 20____, as set for _____ County, (state), under regulations enforced by the (state wildlife agency) unless terminated pursuant to provisions of this agreement hereinafter set forth. Provided that either the Landowner or Lessee may cancel this agreement by giving written notice of its intent to do so thirty (30) days prior to the date that rental for the second or third year of the term here provided is due. In which event, Lessee shall be relieved of the obligation to pay further rental under the terms and shall deliver possession of the premises.
3. The consideration to be paid by Lessee to Landowner at _____ County, (state), is \$_____ in cash, one-half to be paid on or before June 1, 20____, and the balance to be paid on or before October 1, 20____. Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damage for the breach of the agreement. A \$_____ deposit will be required to insure that lease premises are left in a clean and orderly condition. Farm personnel will inspect the premises within 30 days after the lease expires. If cleanup is necessary, the farm will accomplish such, and the \$_____ deposit will be forfeited by the Lessees. If the premises are determined by farm personnel to be clean and orderly, the \$_____ deposit will be returned to the Lessees within 60 days after expiration of the lease.
4. Lessees shall not assign this lease or sublet the leased premises without the written consent of _____.

5. Lessees shall at all times abide by and obey all state and federal hunting laws and regulations and Lessee shall be responsible for the conduct of Lessee's guests or members in connection with said hunting laws and shall be responsible for any violation of said hunting laws or regulations by said Lessee, its guests, or members. Any violation of the hunting laws or regulations of any governmental authority shall give rise to the right of immediate cancellation of this lease by the Landowner upon written notice to Lessees, and in the event of the cancellation of said lease due to violation of game laws by Lessees, its guests or members, no prorata of the rent previously paid shall be made, same to be forfeited as liquidated damages, and Lessees shall, upon receipt of such notice, immediately vacate and surrender unto the Landowner possession of the leased premises.

Lessees shall, during the period in which it has access to the leased premises, continually protect same against trespassers and squatters, and to the best of Lessee's ability have such persons apprehended and prosecuted.

6. This lease agreement is expressly made subject to the "General Conditions of the Lease," which are attached hereto as Exhibit "A," and made a part hereof for all purposes the same as if copied herein verbatim.
7. If Lessees default in the performance of any of the covenants or conditions hereof, including the "General Conditions of Lease," which are attached hereto as Exhibit "A," then such breach shall cause an immediate termination of this lease and a forfeiture to Landowner of all consideration prepaid. The Lessee shall have no further rights under the term of this lease agreement. 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 attorneys' fees expended in the matter.
8. Landowner shall not be liable for any injuries, deaths, or property damage sustained by (1) any Lessees hereto, (2) any employees of Lessees, (3) any business invitees of Lessees, (4) any guest of Lessees, (5) any person who comes to the leased premises with the express or implied permission of Lessees on the _____ farm with permission of the Lessee hereunder except for such injury, death, or property damage as may be sustained directly as a result of Landowner's sole negligence. Lessee hereunder jointly and severally agrees to indemnify Landowner, his agents or employees against any claim asserted against Landowner or any of Landowner's agents or employees as a result of personal injury, death or property damage arising through: (1) the negligence of a Lessee or any persons on the farm with the permission of a Lessee, or (2) through the concurrent negligence of a Landowner or his agents or employees any one or more of Lessees or any person on the _____ farm with the permission of the Lessee.

All minors permitted by Lessee to hunt, fish, or swim on the leased premises shall be under the direct supervision of one of their parents (or guardian) and when children are present on the leased premises, the parents shall be fully responsible for their acts and safety and agree to hold Landowner harmless therefor, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

9. The leased premises are taken by Lessee in an "as is" condition, and no representation of any kind is made by _____ regarding the suitability of such premises for the purpose for which they have been leased.

10. This lease may not be terminated or repudiated by Lessee except by written notice signed and acknowledged in duplicate before a Notary Public by Lessee, and such termination or repudiation shall not be effective until Lessee has mailed one executed copy thereof to Landowner by registered mail and filed the other executed copy thereof for record in the Office of the County Clerk, _____ County, (state). This lease shall be binding upon the distributees, heirs, next of kin, successors, executors, administrators, and personal representatives of each of the undersigned. In signing the foregoing lease, each of the undersigned hereby acknowledges and represents:
 - (a) That he has read the foregoing lease, understands it, and signs it voluntarily; and
 - (b) That he is over 21 years of age and of sound mind;

In witness whereof, the parties have set their hands this the _____ day of _____, 20_____.

| | | | |
|----------|-------|------------|-------|
| LESSEES: | DATE: | LANDOWNER: | DATE: |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | WITNESS: | DATE: |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

STATE OF _____
 COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 20_____, by _____ and _____.

My commission expires: _____

Notary Public

**EXHIBIT "A," GENERAL CONDITIONS OF LEASE
(EXAMPLES OF OPTIONAL CLAUSES)**

_____ LANDOWNER, LEASE TO _____ LESSEE

These general conditions of lease are applicable to the lease agreement between _____, hereinafter referred to as LANDOWNER, and _____, LESSEE. Lessee and all persons authorized to Lessee to hunt upon the leased premises shall be hereinafter collectively referred to as "Hunters."

1. It will be the responsibility of the Lessee to furnish each hunter or guest with a copy of these general conditions of lease.
2. Lessees understand and agree that the leased premises are not leased for agricultural or grazing purposes and, consequently, taken subject to the rights thereof.
3. Lessee acknowledges that Landowner owns the property herein leased, primarily for agricultural purposes and the growing of timber. Lessee shall in no manner interfere or obstruct Landowner's farming, forestry, or livestock operations.
4. Landowner reserves the right to deny access to the leased premises to any person or persons for any of the following reasons: drunkenness, carelessness with firearms, trespassing on property of adjoining landowners, acts which could reasonably be expected to strain relationships with adjoining landowners, or any other activities which to the ordinary person would be considered objectionable, offensive, or to cause embarrassment to Landowner or be detrimental to Landowner's interest. Failure of Lessee to expel or deny access to the premises to any person or persons after being notified to do so by Landowner may result in the termination of this lease at discretion of Landowner.
5. No hunter shall be allowed to:
 - (a) Shoot a firearm from a vehicle;
 - (b) Erect a deer stand within 150 yards of the boundary of the herein leased premises;
 - (c) Permanently affix a deer stand in trees;
 - (d) Abuse existing roads by use of vehicles during wet or damp conditions.
 - (e) Fire rifles or other firearms in the direction of any house, barn, other improvements or across any haul road located on the leased premises;
 - (f) Build or allow fires on the leased premises, except in those areas specifically designated by Landowner in writing, and, in event, shall be kept fully liable for such fires; and
 - (g) Leave open a gate found closed or close a gate found open.
6. Hunters shall at all times maintain a high standard of conduct acceptable to _____.

HUNTING CLUB BYLAWS

Hunting Club bylaws should contain provisions that govern the day-to-day operation of the club. The bylaws should be adapted to local conditions that affect the club, its relationship with landowners(s), and the well-being of the land and wildlife resources. You should keep the bylaws as simple, concise, and understandable as possible for the benefit of the members and yourself. Some clubs develop bylaws that are too complex and too extensive for the basic needs and are too difficult to manage or enforce adequately. Bylaws should be written to be basic to the operation of the club or group's interest and to add others as needed based on the club/group's growth, changing needs, changing wildlife regulations, or changes you need. Some examples of items that need to be considered when drafting bylaws are as follows:

- ✓ Guest privileges and/or regulations.
- ✓ Safety for members, for the landowners, and/or property.
- ✓ Land management and stewardship of the property.
- ✓ Appropriate disciplinary procedures for all members and guests, if allowed.
- ✓ Rules of the hunt for all participants.
- ✓ Strict adherence to all state and federal wildlife regulations.
- ✓ Functional/operational committees, such as camp operation and maintenance, stand or blind placement and maintenance, food and cooks for organized hunts, and such.
- ✓ Maintenance of appropriate member and landowner(s) relations.
- ✓ If management for quality deer management is a club/group objective, this needs to be made clear in the bylaws.
- ✓ Any club/group self-imposed management requirements, such as no dogs, use of trailing dogs for retrieving cripples, or for chasing deer. Also consider if other species are allowed to be hunted during regulated seasons, such as turkey, squirrels, raccoons, waterfowl and such, and doves.

Obviously hunting club/group bylaws are essential for many organized hunting operations, and if you have concerns about the legality of the bylaws and their enforcement, you may consult a lawyer. Clearly one of the most important considerations must be that all members and invited guests must understand and agree in writing to the adopted bylaws for them to be useful and effective. The items listed above for consideration are not all you need to consider. The list can be expanded based on the desires and needs of you and the membership.

LIABILITY INSURANCE FOR LANDOWNERS AND HUNTING CLUBS

Insurance is a contract where an insurer (insurance company) undertakes to protect the insured (person purchasing the insurance) against loss, damage, or liability from an unknown or possible event. The insured pays the insurer a premium for this coverage.

Liability insurance covers loss because of negligence. It does not cover loss because of an intentional act. You can greatly reduce negligence on most private lands through risk planning.

Liability insurance companies generally limit the total liability of the insurance company to a certain amount, which may be much less than the insured person may suffer. Therefore, liability insurance may not completely eliminate the loss that occurs, but it does reduce the risk of loss.

If you already have liability insurance on your property, you may be able to work with your insurer to add liability coverage for a hunting lease. Your insurer may require that the hunting club or lessees get liability insurance as part of the written lease agreement. You may want to prepare or have an attorney prepare a hunting club disclaimer that all hunting club members or lessees must sign that points out potential risks on the land. Some of these might be an abandoned well, livestock that may need to be avoided, and such. Disclaimers may not be legal, but they do serve to warn lessees of potential risks and may prevent a liability suit if the lessees ignore the identified risks they signed a waiver for.

Many insurance companies offer liability for hunting clubs or for landowners who lease their land for hunting or other recreational access. **The following list by no means includes all sources of information, but it does provide some sources of information about liability insurance, coverage, costs, and comparisons.** Another source you should not overlook is a rider to existing policies to cover recreational access including hunting.

If someone pays for access to your land to hunt or fish or other recreational use, you owe that person certain duties of care, such as posting warnings as to dangerous conditions on the property, including potentially dangerous animals, abandoned wells, old buildings, and other structures. You may be liable for injuries to a hunter caused by another hunter if not you are not covered by insurance. For example, liability may be based on your negligence if you allow too many hunters in a given area, or if you admit an intoxicated hunter who injures another hunter.

■ *Some Known Sources of Liability Insurance*

Southeastern Wildlife Federation's Hunting Club Liability Insurance Program

Contact – Ms. Carol Cash Turner, Insurance Agent, Southeastern Wildlife Federation, P.O. Box 1109, Montgomery, Alabama 36102. Telephone: (334) 832-9453. Premium rates are based on the number of members in the club and the limit of liability selected. SWF offers liability limits of \$300,000, \$500,000 and \$1,000,000 in either Limited or Broad form. The Limited form excludes occurrences between members and/or guests. The Broad form also has \$25,000 Fire Legal Timber coverage. Both forms include a \$25,000 Accidental Death benefit and a \$1,000 medical Expense benefit for each member. There are no hidden charges, and as many as four landowners may be listed as “Additional Insured” at no extra cost. For any landowners over four, the cost per landowner is \$10 plus tax.

Davis-Garvin-Agency

Contact – Dr. Ed Wilson, Account Executive, P.O. Box 21627, Columbia, South Carolina 29221-9961. Telephone: (800) 845-3163, or (803) 732-0060. This agency provides two types of hunting lease liability packages: (1) for an individual hunting club; or (2) for a landowner with a large acreage or groups of landowners representing large acreages. The premium for hunting clubs is determined by the number of members and

guests, with the minimum premium being \$364 for a \$1 million per occurrence liability limit. The premium for large properties or groups of landowners is determined by the acreage involved, with the minimum acreage being 10,000 acres. The rate for a \$1 million per occurrence liability limit varies from 24¢ per acre plus tax for 10,000 to 49,000 acres to 17¢ per acre plus tax for 50,000 + acres.

Bramlett Agency

1000 Energy Center, Suite 104, P.O. Box 369, Ardmore, Oklahoma 73042, (405) 223-7300. This company sells liability insurance for most types of hunting leases.

ISERA (International Special Event and Recreation Association)

Contact – Jim Quist, Underwriting Specialist, 8722 South Harrison Street, Sandy, Utah 84070. Telephone (toll free): (877) 678-7342 or (801)-304-3735. This company insures primarily shooting preserves and shooting ranges.

Worldwide Outfitters and Guide Association, Outfitters and Guides Underwriters Inc.

Contact – Jim Quist, 8722 South Harrison Street, Sandy, Utah 84070. Telephone (toll free): (877) 678-7342 or (801) 304-3735. This company insures primarily guides and outfitters for a variety of outdoor recreation activities, including hunting and fishing.

Outdoor Underwriters, Inc.

Contact – R. Tim Reed, CLU, Outdoor Recreation Insurance, P.O. Box 431, Wheeling, West Virginia 26003. Telephone: (800) 738-1300. This company is affiliated with the Philadelphia Insurance Companies and insures guides, outfitters, hunting clubs, and landowners with hunting leases for up to \$1,000,000 per occurrence.

These are just some examples. Many other insurers may offer such insurance, including your present property insurer through an additional rider. However, the above contacts provide the opportunity to contact these insurers and compare coverage and costs.

For more information, these publications are available from your county Extension office:

P2308 – Natural Resource Enterprises – Wildlife and Recreation, A Checklist of Considerations

P2310 – Natural Resource Enterprises – Wildlife and Recreation, Hunting Leases

SRAC #479a – Fee Fishing: An Introduction

SRAC #480 – Fee Fishing Ponds: Management of Food Fish and Water Quality

SRAC #481 – Development and Management of Fishing Leases

SRAC #482 – Fee Fishing: Location, Site Development, and Other Considerations

The authors wish to express appreciation for permission to use artwork from the Wildlife Management Institute from its publication *Improving Access to Private Land* and to artist Charles Schwartz in the publication *Big Game of North America*.” Excerpts of this publication were adapted from (Yarrow, G.A. 1998) “Developing A Hunting Lease.” Dr. Greg Yarrow is Associate Professor of Wildlife, at Clemson University, Clemson, South Carolina and a former Mississippi State University Extension Wildlife Specialist.



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By **James E. Miller**, Outreach/Research Scientist, Extension Wildlife and Fisheries

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Extension Service of Mississippi State University, cooperating with U.S. Department of Agriculture. Published in furtherance of Acts of Congress, May 8 and June 30, 1914. **JOE H. MCGILBERRY**, Director (5M-10-02)

NATURAL RESOURCE ENTERPRISES

Building on the business concept and incorporating the wildlife lease as your profit tool

Goals of this Worksheet:

- *Review the Resources Inventory for your property*
- *Identification of the potential leasing options for your property*
- *Explore the lease structure*
- *How to determine the value of your lease*
- *Develop the lease framework you will use as a profit tool*

Physical resources inventory

What is the physiographic region of your property?

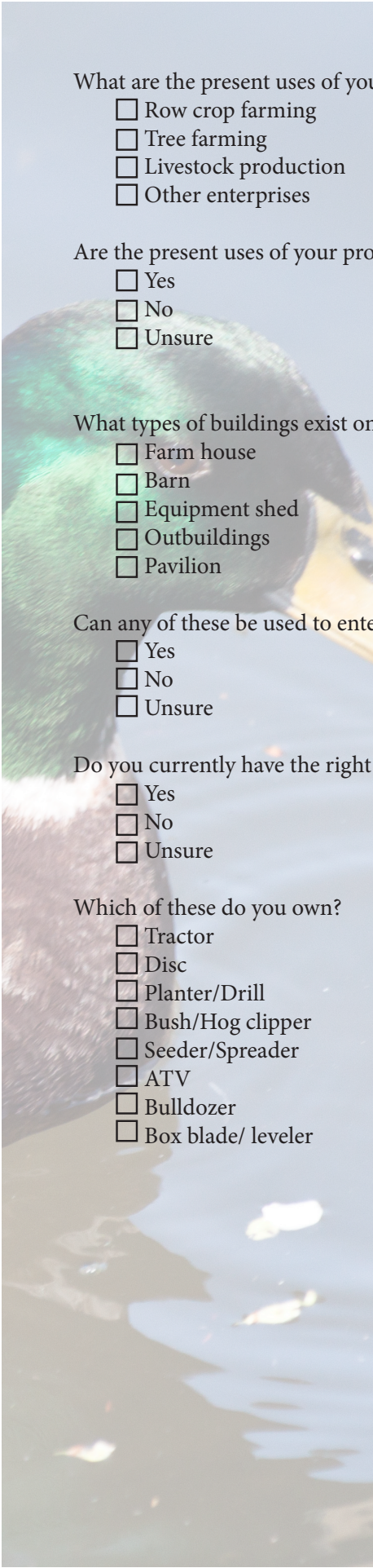
- Mountains
- Rolling Hills
- Flatlands
- Coastal Plain
- Riverine
- Coastal flatlands
- Mash

What are your Land Coverages?

- Forestland
- Agricultural Row crops
- Pastureland
- Fallow fields
- Swampland
- River corridors

How many acres is your property comprised of?





What are the present uses of your property?

- Row crop farming
- Tree farming
- Livestock production
- Other enterprises

Are the present uses of your property compatible with the wildlife enterprise or lease you are interested in?

- Yes
- No
- Unsure

What types of buildings exist on your property?

- Farm house
- Barn
- Equipment shed
- Outbuildings
- Pavilion

Can any of these be used to entertain guests/hunters?

- Yes
- No
- Unsure

Do you currently have the right equipment and machinery to manage your property for a wildlife lease?

- Yes
- No
- Unsure

Which of these do you own?

- Tractor
- Disc
- Planter/Drill
- Bush/Hog clipper
- Seeder/Spreader
- ATV
- Bulldozer
- Box blade/ leveler

Resource Identification

Which of these economically important wildlife species exist on your property?

- Deer
- Turkey
- Dove
- Quail
- Waterfowl
- None of these

Do you have a population of the desired species large enough to support a wildlife lease?

- Yes
- No
- Unsure

Do you have a lake, 20 acres or larger, on your property, that could support a fishing lease/club?

- Yes
- No

Do the topography and land characteristics of your property lend itself to supporting a wildlife lease?

- Yes
- No
- Unsure

Which of these forest types are found on your property?

- Pine forest
- Upland Hardwood forest
- Bottomland Harwood forest
- Mixed Pine-Harwood forest

Could wildlife management activities be performed in available fields, pastures, or other open areas?

- Yes
- No
- Unsure

Do you have corridors where wildlife openings and wildlife foraging areas could be established/managed?

- Yes
- No
- Unsure

What types of wildlife management activities have been performed on your property in recent years?

- Planting food plots
- Disking open areas
- Burning
- Timber thinning
- Herbicide applications
- Establishing native grasses
- Planting fruit bearing trees

Does your property have any of the following?

- Stream
- Lake
- River
- Swamp
- Slough
- Farm pond

Do any of the above water features support wildlife or fish populations that people would use for recreation?

- Yes
- No
- Unsure

Lease Structure

What type of lease interests you the most?

- Seasonal
- Annual
- Perpetual (Multi-year)
- Stacked (Multi-species)

Considering the physical assets you've identified what are your best leasing options?

- Wildlife
- Fisheries
- Wildlife viewing/trails

How would you like to structure your lease? Would you lease part of the time, lease most of the, lease all of the time?

Is the goal to maximize profits from your lease or to use the lease as "supplemental" farm income?

Lease Value

What are wildlife/fisheries leases bringing in your area?

Has anyone ever asked to lease your land?

- Yes
- No
- Maybe

Deer lease prices in the Southeast can range between \$4 acre (poor) to above \$50 acre (well above average). Most rural lands average between \$8 to \$10 per acre. At what price would a lease be acceptable to you?

If you could perform management practices on the property to increase the value of the lease would you be interested?

- Yes
- No
- Unsure



The Lease

This should be a Document of design “Enforceable”. Below you will find questions that will help define your objectives for a wildlife lease.

What activities will be allowed and what will not be allowed on the property?

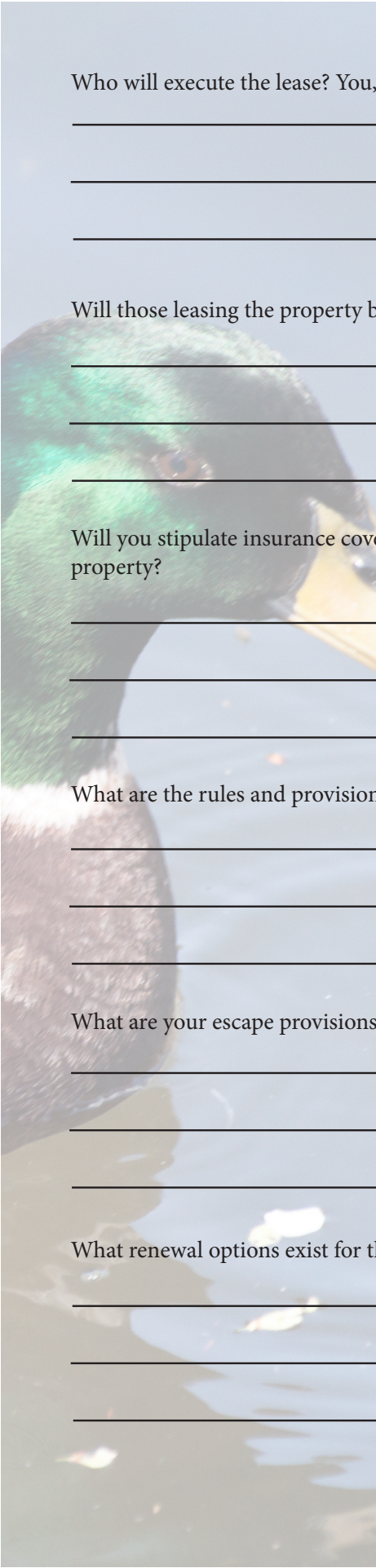
What rights will you retain while the lease is active? For instance, my family will hunt two weekends a year, I will retain the right to drive on this property during all daylight hours, etc...

How long will the term of this lease be? Deer season, Turkey season, 12 months, 2 years?

What boundaries will be established? Is the property boundary clearly marked? Will there be places where hunters/anglers can't go?

Will you make those leasing become incorporated?

What is the safety plan for your property?



Who will execute the lease? You, a family member, power of attorney?

Will those leasing the property be able to sublease or transfer the lease?

Will you stipulate insurance coverage in the lease and require waivers be signed by all parties entering the property?

What are the rules and provisions for the club?

What are your escape provisions? For the club and for you the landowner...

What renewal options exist for the lease? (right of first refusal)



Drafting the alternative enterprise plan for your property, committing to the budding business

Learning Module #6

March 21th 2012

Presenter: Mr. Adam Tullos

Mississippi State University
Dept. of Wildlife Fisheries & Aquaculture



Welcome

❖ Please notice the Email and Phone number box below.

❖ Enter your Name and contact information

❖ You may be selected to participate in a post webinar survey



Outline

- ▶ Delineating Resource Value
- ▶ Creating an Enterprise Activity Plan
- ▶ Understanding Quality vs. Quantity
- ▶ Calculating Total Revenue
- ▶ Costs of Operation
- ▶ Total Income
- ▶ Taking the last step



Determining Resource Value

- ▶ What works here?
- ▶ Natural resource inventory
- ▶ Compatibility
- ▶ Sustainability
- ▶ Historical uses





Listing Resources

- ▶ Lodge
- ▶ Barn & Storage areas
- ▶ Hardwood Timber
- ▶ Flooded Marshland
- ▶ Extensive Field Roads
- ▶ 1 Mile of River Frontage
- ▶ Livestock Production
- ▶ Row-crop Production
- ▶ 20 acre lake
- ▶ 1 Mile of Slough





Mapping my Enterprises

- ▶ Horse Trails
 - ▷ Black Roads
- ▶ Hunting Areas
 - ▷ Purple Polygons





Area Opportunities

- ▶ Allowable Activities
 - ▷ Trail Riding
 - Horses
 - Bikes
 - ATV's
 - ▷ Hunting
 - Waterfowl
 - Deer
 - Turkey





Complete Enterprise list

- ▶ Agri-tainment
 - ▷ Hay Rides
 - ▷ Petting Zoo
 - ▷ Farm Tours
- ▶ Wildlife Viewing
- ▶ Hunting
- ▶ Camping
- ▶ Trails
- ▶ Lodging
- ▶ Canoeing
- ▶ Angling





Enterprise Activity Plan

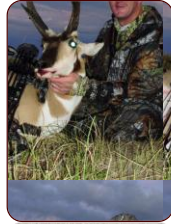
- ▶ Remember to Plan
 - ▷ Vision
 - ▷ Objectives
- ▶ Range of Activities & Services
- ▶ Price for each
- ▶ How many people can you accommodate?
- ▶ What will be the maximum capacity?





Maximizing Value

- ▶ How many Activities can you accommodate?
- ▶ Will you maximize Quantity or Quality?
- ▶ Customer Profile
 - ▷ What they want





Quantity VS. Quality

- ▶ More folks means less individual satisfaction
- ▶ Don't diminish performance
- ▶ The customer is always right
- ▶ Remember Sustainability first





Total Revenue Foundation

- ▶ Target Market
- ▶ Promotion Advertising
- ▶ Uniqueness
- ▶ Seasonality
- ▶ Talents & Location





Revenue Components

- ▶ Programming
- ▶ Interpretation
- ▶ Operating Schedule
- ▶ Range of Activities
- ▶ Capacity





Calculate Total Revenue

- ▶ Revenue Streams
 - ▶ Calendar of Revenue
 - ▷ When it will occur?
- ▶ Number of Sales
 - ▷ Per Acre
 - ▷ Per Activity
 - ▷ Per Event
- ▶ Total Sales per year





Types of Enterprise Costs

- ▶ **Direct**
 - ▷ Food
 - ▷ Labor
 - ▷ Guide/Manpower
 - ▷ Supplies
 - ▷ Fuel





Enterprise Costs

- ▶ Indirect
 - ▷ Advertising
 - ▷ Equipment
 - ▷ Maintenance
 - ▷ Insurance
 - ▷ Management
 - ▷ Income tax
 - ▷ Professional
 - Legal





Projected Income

- ▶ Revenue - Direct Costs - Indirect Costs (1yr.) = Income





Income Potential

- ▶ Income by month
- ▶ Income by Quarter
- ▶ Annual Income

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| Revenue | | | | | | | | | | | | |
| Direct Cost | | | | | | | | | | | | |
| Indirect Cost | | | | | | | | | | | | |
| Total | | | | | | | | | | | | |



Next Steps

- ▶ Determine tasks to be completed
- ▶ List resource people who can help
- ▶ Determine when these items can be completed
 - ▶ Date





Committing To Development

- ▶ Do you have a map of the property?
- ▶ Can you determine what you have?
- ▶ Will you decide if an enterprise fits your objective?
- ▶ Are these enterprises valuable?
- ▶ Are you willing to get started?





Short Range

- ▶ What enterprises will you implement this year
- ▶ Can you get them started?
- ▶ What opportunities will you consider during the first 5 years





Long Range

- ▶ Looking 5 years out what additional opportunities can you envision?
- ▶ How will you reinvest in the operations you being with
- ▶ Will later enterprise opportunities be compatible with property and venues





Final Thoughts

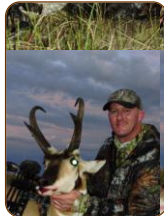
- ▶ Please contact us for additional information
- ▶ We want to thank you for attending this webinar
- ▶ Let us know if you would like to see more about enterprise development in the future
- ▶ Allow us to assist you and your local Extension Professionals with NRE's





My Contact Information

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Drafting the alternative enterprise plan for your property, committing to the budding business

Goals of this Worksheet:

- *Derive enterprise possibilities from resource inventory*
- *Projecting revenue streams from enterprise selections*
- *Performing costs analysis of enterprises*
- *Estimating gross income*
- *Developing the checklist for enterprise completion*

What are the range of activities and services you will offer to guests?

Looking at your resource map, what physical and wildlife resources offer the best enterprise selections?

What experiences will you offer to capture revenue from these resources?



Will you offer services along with these experiences?

In the chart below estimate your enterprise offerings, the price at which you will charge, and what each person will receive for this price.

| Enterprise Activity | Price | Service |
|----------------------------|---------------|-------------------------------|
| (ex) White-tail Deer Lease | \$25 Per acre | Hunting club for 8-10 members |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Make certain you create a viable estimate for the maximum number of participants you can accommodate:

| Enterprise Activity | Max # units | Max # per day | Maximum capacity |
|---------------------|-------------------|-----------------|------------------|
| (ex) Deer Hunts | 8 hunters per day | 2 hunts per day | 16 Hunts per day |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

In the chart below calculate the annual revenue for your enterprise:

| Enterprise | Estimated Revenue | Percent of Total |
|----------------------|-------------------|------------------|
| Wildlife Leasing | \$25,000 annually | 33% |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Revenue | | |

What are the seasons when people will use your enterprise(s?)

What are the peak seasons when your enterprise will have the highest use, and why?

What will be the highest use during the week? Week days vs. Weekends:

In the chart below estimate your Annual Enterprise Calendar:

| Actions | Spring | Summer | Fall | Winter |
|-----------------------|--------|--------|------|--------|
| (ex) Plant food plots | Yes | | Yes | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

How should you calculate costs of operation?

What will be the costs for operating your enterprise? Annually, Monthly, Weekly

How will these costs be covered prior to revenue generation? Will you need to take out a business loan?

In the chart below calculate relevant (Direct Costs) business expenses for your enterprise:

| Direct Costs | Unit | \$ per Unit | # Units | Total |
|---------------------------|--------|---------------|--------------|-------|
| (ex) Labor | Person | \$10 per hour | 1 X 40 hours | \$400 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Direct Costs | ----- | ----- | ----- | |

In the chart below calculate relevant (Indirect Costs) business expenses for your enterprise:

| Indirect Cost | Cost | Cost for Year 1 |
|-----------------------------|----------------------|-----------------|
| (ex) Advertising | \$75 per ad | \$900 |
| (ex) Equipment | \$50,000 per Tractor | \$50,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Indirect Costs | ----- | |

From the information gathered in the previous charts what will be your annual projected income? Use the chart below to assist you:

| Revenue | Direct Cost | Indirect Cost yr. 1 | Income |
|---------|-------------|---------------------|--------|
| | | | |

