

# INDIVIDUAL LAKE LEASE



STATE OF FLORIDA  
COUNTY OF HAMILTON

**THIS AGREEMENT**, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **BIENVILLE FOREST INVESTMENTS, INC.**, (herein called "Lessor"), and \_\_\_\_\_, (herein called "Lessee"):

That for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions and obligations to be observed and performed by Lessee, Lessor does hereby grant unto Lessee limited rights and privileges contained in this document and Exhibit A, which is attached and by reference specifically made a part of this lease, of protecting and taking legal fish on certain contained non-navigable bodies of water of Lessor in Hamilton County, Florida (the "Property"), together with full rights in Lessee to enter, upon, over, across, and out of the Property solely for purposes above described and for none other whatsoever. It is understood that fishing rights for any excluded species may be granted to a third party, by the Lessor.

The term of the Lease is one (1) year, and unless sooner terminated as provided herein, will extend from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the "Term"). The grant of any extension or renewal hereof, as well as its terms and conditions, shall be at the sole discretion of Lessor, and, if granted, shall be reduced in writing and executed by the parties. Check all that apply and add total on line (1).

- |   |            |
|---|------------|
| <input type="checkbox"/> Lake Purvis    | \$3,000.00 |
| <input type="checkbox"/> Lake Bienville | \$1,750.00 |
| <input type="checkbox"/> Lakes A-C      | \$1,500.00 |
| <input type="checkbox"/> Hooker Bay     | \$1,500.00 |
| <input type="checkbox"/> Honey Hole     | \$800.00   |
| <input type="checkbox"/> Hunter Lake    | \$800.00   |
| <input type="checkbox"/> Camp Lake      | \$800.00   |
| <input type="checkbox"/> Low Bush       | \$500.00   |

1. (a) The initial annual rental fee (less any pro rata from any previous agreement) for which this Lessee is granted is \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), payable in advance to Lessor at its office in White Springs, Florida and must be made by personal check, cashiers check, money order or a valid credit card prior to the commencement of the Term. A credit card is required to be recorded for future charges.

(b) The annual Lease fee after the initial year of the Term shall be subject to negotiation between the parties. The annual Lease fee after the initial year shall be agreed to, in writing, at least sixty (60) days, before the expiration of the then current Lease year. If

either of the foregoing conditions shall not be met, then the Term shall notwithstanding any other provision hereof, be terminated on the last day of the then current Lease year. "Lease Year" shall mean each twelve (12) month period commencing on the month and day that the Term commences.

(c) In the event any rental fee is not paid when due, Lessee shall pay a late fee of five percent (5%) of the outstanding amount.

2. Lessee recognizes, understands and acknowledges that Lessor has acquired and holds the Property for the purpose of conservation, commercial recreation, future real-estate development, as well as planting, growing, protecting, maintaining, conserving and harvesting of trees, timber, pulpwood and other forest products, and for other uses in connection with its operations, and Lessee agrees that all rights and privileges hereunder granted are, and shall be, at all times expressly subject to Lessor's basic and primary rights to prevent any fire, waste, nuisance or unnecessary damage to the Property or the commercial value thereof, and to develop, use enjoy and protect the Property without limitation. Therefore, Lessee's exercise of any of its rights under this Lease shall in no way impede or hinder Lessor in the full enjoyment of the Property as above described, and if it becomes necessary, expedient or advisable for Lessor to prohibit, curtail or suspend all fishing on the Property, Lessor shall have the right to do so immediately upon written notice thereof to Lessee.
3. Lessee recognizes that Lessor reserves the right to limit fishing on all leased lakes to preserve the quality of the fisheries. In the event of such a limitation, Lessor shall give Lessee (30) days prior written notice.
4. Lessee further expressly covenants and agrees:
  - (a) Additionally, whether Lessee is a corporation or not, Lessee shall provide to Lessor the name, address and drivers license number of the guest of Lessee to whom the privileges of fishing on the property has been granted by Lessee prior to that guest fishing on the Property as well as the specific time period that the guest shall fish on the Property.
  - (b) That neither Lessee nor his guest shall engage in any commercial fishing or private guide service on the Property, except as specifically allowed by Lessor, nor shall Lessee permit any other persons to do so. Violation of this paragraph by Lessee or Lessee's guest will result in immediate termination this agreement without refund. Additionally, Lessor shall seek any and all damages resulting from violations of this paragraph including but not limited to any loss or physical damage to property, all potential lost revenue and reasonable attorney's fees from Lessee.
  - (c) To use every precaution to protect the aforesaid land, soil, timber, trees and forest products from fire or other damage and, to that end, Lessee will assist and exercise every effort to extinguish any fire or correct any damage that occur on the Property. In the event that any fire shall be willfully or negligently started or allowed to spread onto the Property by Lessee or by his guest or in the event that other damage is caused to the Property, Lessor shall have the right immediately to cancel this agreement without notice, and any unearned rentals theretofore paid shall be forfeited to Lessor. In addition, Lessor

shall be entitled to recover from Lessee any loss caused to Lessor including costs and reasonable attorney's fees that Lessor sustains as the result of such fire or damage.

(d) To assume responsibility, and to pay, for any trees, timber or other forest products that may be cut, used, damaged and/or removed from the Property by Lessee, or guest.

(e) To comply, when using the Property, with all laws, ordinances, and regulations pertaining to environmental matters and shall not permit any hazardous materials (as that term is defined by law) to be placed or kept on the Property; to not cause any pollution to air, ground or water from Lessee's use of the Property; to make no use of the Property which involves any disturbance to surface water including drainage, retention or storage thereof.

5. Except as otherwise provided, Lessor and Lessee each reserve the right to cancel this Agreement, for any reason, after first giving the other party thirty (30) days prior written notice thereof. In the event of any cancellation by Lessor without cause, Lessor covenants and binds itself to refund unto Lessee any prepaid rentals on a prorated basis governed by the time within the then current Lease year that the Property has been available to Lessee and the time that it has not been available for fishing. In the event if cancellation by Lessee, or in the event of cancellation by Lessor for cause, no prepaid rentals shall be subject to refund and Lessor shall retain all such amounts, not as penalty, but as liquidated damages for breach of this Agreement.
6. Lessee agrees to maintain and conduct all activities on the Property in a clean and litter-free manner. All dumping or littering is expressly prohibited and Lessee further agrees periodically to inspect the Property and to remove all unauthorized trash.
7. The rights and privileges granted herein shall not be assignable, transferable or sublicensed by Lessee except with the express written consent of Lessor. Any attempts by Lessee to assign, transfer or sublicense the privileges granted by the Agreement without consent of Lessor as provided herein, shall be void ab initio and shall result in the immediate cancellation of this Agreement without refund.
8. Lessee will be provided a combination to the lock maintained on the gate to the access road to the property. At no time should Lessee take any action to exclude, "bypass" or "lock-out" Lessor from the property, either through the use of said lock or any other method.
9. Lessor has informed Lessee that mineral rights in, on and under the Property are held by a third party who has the right to mine, explore for and extract such minerals during the term of this Agreement. Lessee understands that from time to time and on a limited basis, access to the lease area may be limited or denied due to mining operations. Excluding emergency conditions, Lessor will give Lessee thirty (30) days advance written notice to Lessee of such limited or denied access to the lease area.
10. If Lessee shall fail or refuse to pay the aforesaid rent at the time and in the manner set out herein, or fail to do or perform any of these other covenants or undertakings on its part herein contained, or violate any of the conditions hereof, then Lessor shall have the right of immediate termination of this Agreement and upon written notice of such termination

delivered to Lessee by mail or in person, may enter upon the Property and take possession of the Property without further notice, and may expel Lessee thereof with or without process of law. In the event of such termination, Lessee shall not be entitled to any reimbursement of rental paid. No delay or forbearance on the part of Lessor shall be deemed a waiver of its right to exercise this option upon any subsequent default.

11. Lessee agrees to inform its guests of their obligations and responsibilities under this Agreement.
12. Lessee assumes responsibility for the condition of the Property and Lessor shall not be liable or responsible for any damages or injuries caused by vices or defects therein to the Lessor, its members or retail guests, or to any other persons in or on the Property who derived his right to be thereon from the Lessee.
13. Lessee and Lessor agree that notwithstanding local law, convention or custom, this Lease creates a mere Agreement to use the Property and does not, nor shall it be construed to create an interest in the Property. Lessee acknowledged that it does not and will not use or claim any interest in the Property or in any land adjacent or contiguous thereto adversely to Lessor.
14. This Agreement is made and accepted a) without any representations or warranties of any kind on the part of the Lessor as to the title or suitability to the purposes for which the same is granted and, b) 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 of servitudes now of record or on the ground affecting the Property and to any such agreements that may hereafter be granted from time to time to others by Lessor.
15. It is further stipulated and agreed that a) whenever herein the title "Lessee" is used, it is intended, and shall be deemed, to include and shall be binding upon Lessee, his successors and assigns, and Lessee's servants, employees, invitees, guests, agents and contractors and, b) wherever herein the title "Lessor" is used, it is intended and shall be deemed to include and shall be binding upon Lessor's successors and assigns, save and except only in either case those instances wherein the text clearly indicated a contrary intention.
16. Lessor and guests of the Lessor reserve the unlimited right to hunt and/or fish on the Property.
17. Lessee and his guest shall, at all times upon the Property, comply with all federal, state and local laws, ordinances, regulations and rulings related to fishing and environmental matters. All Lessee/guest will be subject to be inspected by Florida Game and Fish and/or Bienville Security or Staff.
18. Lessee shall sign the release shown as Exhibit B, which is attached and by reference specifically made a part of this agreement.
19. Lessee and any guest shall abide by the following rules and regulations:

**Failure to abide by every one of the following rules and regulations will result in immediate termination of this lease without refund.**

- A) Lessee or guest shall not enter any plants, work areas or other designated Bienville/PCS owned areas.
- B) Lessee shall stay on existing roadways and shall not block such roadways. Lessee shall only traverse roads designated for lake access.
- C) There shall be no boats in restricted areas (personal vehicles, trailers, etc.)
- D) Lessee shall neither wade nor swim in the waters located on said property.
- E) Lessee can fish from the shore at Lake Purvis, but only while lodging. There is to be no night fishing. Lake Purvis is available for those purchasing a lease for that lake or those purchasing all lakes as one package.
- F) Boats used by Lessees are restricted to electric trolling motors or gasoline engines at idle speed only. There shall be no riding dikes or levees. Lessee shall use caution and watch for electrical power, vehicles, equipment, deep water and drop-offs along roadways.
- G) Lessee is responsible for the removal of his/her trash.
- H) Bienville will not provide ice/drinks; Lessees are encouraged to bring their own.
- I) Lessee may bring **two** guests with them as often as they like per day onto said property. **The Lessee's guests shall be subject to the same rules, regulations as set forth herein, and violations by guest shall be considered a violation by the Lessee.**
- J) Lessees and guests are required to sign in at the designated check in site to fill out the log sheet. One boat with a maximum of two per boat. No additional guests or boats are allowed.
- K) Lessee must prominently display the permit provide by Lessor in the window of their vehicle listing lake/lakes leased with expiration date.
- L) Refer to Lease guidelines, which are activity specific, listed as addendum B to this Agreement.
- M) **Un-Guided Activity** – **Plantation staff and contract labor are not part of Lessee's scheduled activities.** This lease only gives the Lessee unguided fishing access to the leased portion of the Property referenced on page one (1) of this agreement.
- N) **Gate Access** – Some lakes will have a key or combination locked gate. Lessees of one or all of these lakes will be provided the key or combination to those gates.
- O) **Safety** – Bienville Plantation interior roads from time to time may be relocated due to ongoing mining activity. Please use extreme caution and obey all Bienville posted directional signs. Do not deviate from designated lake roads. All other roads will be used by Bienville Plantation staff and hunting lease holders.

20. The parties hereto agree that there are no oral or written conditions, promises, covenants, representations or inducements in addition to or at variance with any of the terms hereof and that this Agreement represents the full, voluntary and clear understanding of both parties fully and completely.

**IN WITNESS WHEREOF**, the parties have cause these presents to be executed in duplicate originals by their duly authorized officers of the day and year first hereinabove set out.

**BIENVILLE FOREST INVESTMENTS, INC**

BY: \_\_\_\_\_  
**Plantation Representative**

**LESSEE NAME (PRINT):** \_\_\_\_\_ **DATE:** \_\_\_/\_\_\_/20\_\_\_

**LESSEE SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**STATE/ZIP:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **COUNTY:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**VEHICLE TAG#:** \_\_\_\_\_ **VEHICLE DESCRIPTION:** \_\_\_\_\_

**HOME PHONE:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **WORK PHONE:** ( ) \_\_\_\_\_ - \_\_\_\_\_

**FAX:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**MANDATORY: CREDIT CARD #** \_\_\_\_\_

**VISA/MC/AMEX** \_\_\_\_\_ **EXP. DATE** \_\_\_\_\_

**SIGNATURE ON CARD** \_\_\_\_\_

**BY SIGNING, THE MEMBER AUTHORIZES BFI, dba. BIENVILLE PLANTATION TO CHARGE ALL OUTSTANDING BALANCES AND SUNDRY FEES THE CARD NUMBER RECORDED.**

# A

## **This addendum covers standards for all lease holders and their guests**

- Unguided fishing, every arrival the Lessee/guest will be required to check in at the designated site to fill out the daily log. This log will need to be filled out completely and correctly. We will keep track of guests brought and the log will be used for the security staff when riding the plantation. Boats and Lessee's/guest will be checked at random.

### **Fishing**

- **There may not be more than three people in each boat.** All Lessees and guests will be required to check in at the designated check in site each day to fill out the arrival log. Our security staff will use the log to check daily.
- Idle Speed only.
- “Snag” hooking for bass is strictly prohibited. Any Lessee caught “snag” hooking or having a guest who is caught “snag” hooking will result in immediate termination of this lease without refund.
- Fishing in non-leased lakes is strictly prohibited. Any Lessee or guest found fishing a body of water not falling under this lease will result in immediate termination without refund.
- Artificial bait only when bass fishing.
- Live bait for pan fish (Minnows and Crickets only).
- No bass are to be taken by Lessee or any guest; any and all bass are to be released immediately. **If caught with bass in Lessee's or lessee's guest's possession, Lessor will terminate this lease without refund.**
- Crappie and pan fish limits will be posted. Violation of posted limits will result in the termination of this lease without refund.
- Lessees are not to be on the water before safe light and must be off the water 30 minutes before safe light ends.
- All Lessee boats are subject to inspection by Bienville and Florida Game & Fish at any time. Any violations of Florida Game and Fish regulations by Lessee or a guest will result in immediate termination of the lease without refund.
- Additional lake leases and Guided retail fishing will be sold on lease lakes by Bienville Plantation. Please be respectful of other lease holders and our retail clients fishing on those bodies of water.

### **Licenses and Fees**

- All Lessees will be asked at the time of a reservation about licenses. Each member will need to have appropriate documentation on his or her person during any unguided or guided activity while on Bienville property. Bienville Plantation can issue fishing licenses for Lessees or guests should they be needed.

### **Lodging/Dining & Etc.'s**

- The pole barn area is off limits to all Lessees and their guests. The pole barn facility is only to be used by Bienville employees and contract guides.
- Boats, trailers, or vehicles cannot be stored at Bienville.
- There is to be no cleaning of any fish at the cabins or around the main lodge area.
- Bienville Plantation cannot accept walk in customers for dining; **RESERVATIONS ARE REQUIRED!**

- Restaurant bar privileges are only granted to those Lessees who purchased dinner. **Lessees or guests who sit at the bar for a drink will be graciously turned away if they do not have a dinner reservation.**
- The bar opens at 5:30PM for those enjoying dinner at Bienville Plantation. Dinner meals include open bar during the regular season; no alcoholic beverages are served during the off season
- Check in for lodging is before 4:00 PM and check out is by 9:00 AM on the day of departure.
- All charges during a trip incurred by the Lessee and their guest will be placed on one reservation and that reservation will be charged to the Lessee. Reimbursement to the Lessee from their guest meals, lodging, activities and other sundries will be the sole responsibility of the Lessee. **Bienville Plantation will not separate charges.** Attending guest will be on the Lessee reservation, there will be no separate reservations done for attending guest.
- Fees and outstanding balances must be settled before departure. Charges left without settling, including all outstanding balances, will automatically be charged to Lessee's credit card on file.
- No-shows or cancellations within 15 days prior to arrival, change in the number of guests for meals, lodging or activities will not be refunded.
- Bienville Plantation automatically includes a 10% charge for house gratuity on meals and a 12% gratuity charge for lodging. Gratuities are calculated by multiplying the full retail price of your meals by 10% and the full retail price of lodging by 12%. Please do not leave cash in the cabins or on the dinner table.
- **Plantation Closing Dates** – Excluding the Bienville Plantation Security Staff, the Plantation will be closed for meals, lodging, guided fishing, guided duck, guided quail and unguided deer on the following holidays: New Years Eve, New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas. During Christmas, the Plantation will generally be closed two-three days before and two-three days after Christmas (These days will vary from year to year). Lease lakes will still be accessible during the above black out dates for unguided fishing.
- **Lake Bienville Closing** – Lake Bienville from time to time will have small corporate tournaments or several guided boats, as with other lease lakes. During these small tournaments, Lake Bienville will still be accessible to lease holders. Lake Bienville will be closed from time to time for charitable tournaments. Dates will vary from year to year.

**Lessee's MUST accompany their guests.**

**All Charges and Reservation Amounts Due By Lessee's and Guests Will Be Charged To The Lessee's CC# On File. It Will Be The Lessee's Responsibility To Collect Outstanding Charges Of Their Guests. Final Balances Will Not Be Split For Payment.**

# B

## BIENVILLE PLANTATION RELEASE

I acknowledge that Glawson Investments, Inc. (hereinafter "GI") is the owner of certain land over which I/my guest am/is participating in an activity for the purpose of fishing and other outdoor activities. I hereby assume the risk of the consequences of my activities and my guest's activities while on GI property. I further acknowledge that neither GI, Bienville Plantation ("BP") nor Potash Corporation of Saskatchewan (hereinafter referred to as "PCS") is in any way liable to me, the undersigned, or my guest, for any damages to my property or my guest's property, or for injury or death to my person or my guest occurring while on GI property. It is understood and agreed that neither GI, BP, PCS nor any agent of GI, BP or PCS assumes responsibility for my safety or my guest's safety, and I, the undersigned, assume all such responsibility for my safety and my guest's safety. Neither GI, BP nor PCS shall be liable for any injury or death incurred by me or my guest while making use of any transportation routes provided by GI to, from and over the property. It is understood that I will indemnify and hold harmless GI, BP and PCS from any claims, demands for payment, suits, actions, recoveries and judgments of any nature, kind and description, brought, recovered or exacted against Lessor, for or on account of any injury (including death resulting thereof), loss or damage that I or my guests may sustain by reason of any act or omission of me, the Lessee, my agents or guests. I further agree to defend all such actions at my own expense, to pay all charges of attorney's fees and court costs and all other expenses of any kind and character and in the event judgment is rendered against Lessor in any such action, to satisfy the same.

I further acknowledge if my guest or I participate in any guided activity, such guided activity is conducted by an independent contractor(s). I understand and acknowledge that said guide(s) is not an employee or agent of GI, but that he/she has the right to conduct this guided activity and that GI is not responsible for his/her acts or omissions. I understand that a hunt or any other shooting activity can be ended at the moment our guide(s) witness an unsafe act during that activity and will not result in a refund.

Please Sign: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_