

PHEASANT COUNTRY LTD.

P. O. Box 807 • Mitchell, SD 57301

Wildlife Food Plot Contract

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between PHEASANT COUNTRY LTD., MITCHELL, (hereinafter referred to as "PCL"), and "Contract Holder", WITNESSETH:

Contract Holder, by his signature hereon, promises, covenants and affirms that he will set aside a minimum of ten (10) acres of land for habitat development of small game. The description (by way of directions from the nearest landmark) to said land to be set aside is as follows: (This must be completed)

County _____ Township _____ Section _____ Quarter _____

Contract Holder represents that said land is "new land" that was, before this date, used in the production of crops, pasturing of cattle, or in other ways in a manner inconsistent with allowing it to remain in a natural state most conducive to habitat for small game. The said land must contain a food plot of no less than five (5) acres planted with at least one (1) of the following grains: corn, milo, cane or sunflowers.

The duration of this lease is from _____, 20____, to _____, 20____, with Contract Holder agreeing not to use, graze or in any other manner utilize the above described land in a manner contrary to purposes set forth herein.

Contract Holder further allows PCL, free and open access to said property through and until _____, 20____, in order to allow PCL its agents or representatives, to inspect the same for compliance with this contract and the purposes for which such land is to be set aside. Contract Holder, by his signature hereon, consents to PCL, its agents or representatives, having free and unhampered rights of entry to said land for inspection purposes at such times as PCL, so desires.

PCL, in consideration for such habitat set aside and rights of entry and inspection, promises to pay to Contract Holder a sum of 60% of the Net Proceeds of the PCL Banquet not to exceed \$200 or \$20 per set aside acre.

Both parties further agree that should Contract Holder breach this agreement by using said property agreed to be set aside in a manner inconsistent with this agreement, that Contract Holder shall have no rights for reimbursement or other monies expended for said land set aside, or which would represent fair rental value of the same. Both parties further agree that should Contract Holder receive his rental payment, and should Contract Holder set aside less than 10 acres, this agreement will lapse and PCL, shall be entitled to reimbursement for any money paid over for the rental thereof.

This agreement constitutes the entire understanding of the parties and no other representations or inducements, verbal or written, have been made which are not set forth.

Dated this _____ day of _____, 20____

Contract Holder Signature

Contract Holder Name (Please Print)

Please check: Are you a landowner Farm Operator Landowner/Farm Operator

1. Payment of all actualized contracts will be made at the conclusion of the agreement in February.
2. To be eligible Contract Holder must be a current member of PCL by submitting \$20 for each contract and be either a landowner or farm operator or both.
3. Deadline to submit contract is **July 1. No contracts will be accepted after this date.**

Phone Number: _____ Social Security Number: _____

Address: _____
Mailing Address of Contract Holder City Zip Code

Email Address: (Please print clearly) _____