



## Western Tier Fishing Lease 2018-2019

**FISHING RIGHTS:** Hopkins Outdoors, LLC grants fishing rights on and around the “Gilbert Pit Complex” property in Parker County and the “Rodgers lake” property located in Eastland County, Texas. Lessee may invite no more than one guest at any time. Lessee must be present when guests are fishing at the lakes. Deviations from this must have prior approval of the lake manager. Children or grandchildren of the lessee under the age of 18 may accompany the lessee and do not count as the one guest.

**LEASE RATE/PERIOD:** The lease is effective from **March 1, 2018 – February 28, 2019**. The lease rate is **\$750** for the lease year. In the event that Hopkins Outdoors, LLC loses its’ lease for whatever reason a refund will be offered based upon a split proration. If the loss occurs during March, April, or May a linear proration will be offered. If the loss of lease occurs beginning in June, then the months will be prorated linearly after a 50% reduction is taken for the prime season of Spawn (March, April, and May).

**LAKE RULES / EQUIPMENT:** Rules and equipment allowed vary slightly from property to property. Please see the attached Annexes that describe the rules and allowed equipment for each lake property.

**CATCH AND RELEASE:** The Western Tier Lakes lease is a recreational lease. The catch and release policy is outlined in the individual annex for each property. Lessee agrees to photograph all trophy Bass over 7 pounds and email results to Larry King.

**ACCESS TO LAKE/LEASE VIOLATION:** Gate combinations will be provided upon signing the lease paperwork. Gate protocol is outlined in the Annex for each individual property. Lessee agrees to not discuss or solicit any lease information Mike Hopkins has with the Landowner in regards to lessee’s having a direct lease with such landowner and eliminating Mike Hopkins from his ongoing lease relationship with landowner. Violation of this covenant will result in immediate eviction and loss of use of the fishing property without refund of lease money.

**PROTECTION OF PROPERTY:** Lessee agrees not to cut, injure, or destroy any trees, crops, roads, fences, buildings or other improvements located on the property. Lessee agrees to compensate owners for any damages caused by lessee or guests for a breach of this paragraph. No hunting and no swimming are allowed on any of our properties.

**LIABILITY:** Lessor and lessee agree that they mutually release one another and hold each other harmless for any and all claims, which are incurred by the other’s negligence. Lessee and all guests must sign a Release of Liability as part of the lease agreement.

**LAKE MANAGEMENT:** Larry King coordinates the leasing and all activities of the Western Tier Lakes lease. He can be reached at 817.907.9240 or tx.lgking@gmail.com. Do not hesitate to contact him if there is a problem or to make recommendations.

Agreed to this date: this \_\_\_\_ day of \_\_\_\_\_ 2018.

Signature:

\_\_\_\_\_

\_\_\_\_\_

Larry King, Lakes Manager

Lessee Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Primary Phone Number:

\_\_\_\_\_

Emergency Phone Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Make check out to: **Hopkins Outdoors, LLC.**

Mail signed lease, release of liability and check to: **Larry King, 1100 Williamson Road, Granbury, TX 76048**



**WESTERN TIER LAKES  
ANNEX 1**

**GILBERT PIT COMPLEX OF LAKES**

1. **ACCESS TO PROPERTY:** The Gilbert Pit Complex of Lakes is a 24-hour lease. Fishing is unlimited except during Duck Season. During Duck Season, generally November 11 thru January 28 (varies slightly year-to-year), fishermen will be allowed to fish between 10:00 AM – 4:00 PM during this time.
2. **GATE PROTOCOL:** The first gate should remain as you find it. The second gate should always remain closed.
3. **EQUIPMENT:** Electric trolling motors are acceptable. Boats with gas engines are allowed on the lake as long as the engines are not cranked. Boats with gas engines are allowed on the lake as long as the engines are not cranked. Boats left on the property 30 days after lease termination will be charged a \$30 per month storage fee. After 90 days, the property will be considered abandoned and will become the property of Hopkins Outdoors, LLC.
4. **CATCH AND RELEASE:** All Largemouth Bass are catch and release. All baitfish are catch and release. Please remove all catfish caught.
5. **SIGN-IN PROCEDURES:** Sign-in is now via message sent to 817.907.9240. All guests must sign a release of liability form before entering the ranch. Download the form from the website at [hopkinsoutdoorsllc.com](http://hopkinsoutdoorsllc.com), fill out, take a picture and message to 817.907.9240. Parent/Grandparent or legal guardian must sign for and be responsible for minors.
6. **FLOATATION DEVICES:** Hopkins Outdoors, LLC encourages all anglers to wear approved U.S. Coast Guard personal floatation devices while on or near the water. We require All Children under 13 must wear a U.S. Coast Guard approved personal floatation device while occupying a boat or when within 50 feet of any body of water on the Gilbert Pit Complex of Lakes Property.
7. **FIREARMS:** Allowed for personal protection. Please do not discharge firearms on the Gilbert Pit Property.
8. **MISC:** Alcohol abuse and/or illicit drug use is strictly prohibited on the Gilbert Pit Property.

Please do not leave trash on the property. Pick up after yourself! This includes cigarette butts.

Please do not tinker with the feeders or feeding stations.

Agreed to this day \_\_\_\_\_ of the month of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Lessee Signature



**WESTERN TIER LAKES  
ANNEX 2**

**RODGERS LAKE PROPERTY**

1. **OWNERS AT PROPERTY:** The owners live at the residence located adjacent to the Rodgers Lake. Please be respectful of their privacy. Do not enter the yards surrounding the house or fish off of their private docks. Please be appropriately discrete when nature calls. The Rodgers’ Sump Pump for their personal consumption is located directly across from the house approximately 25 feet offshore. The sump pump is tied to two empty butane bottles. Please do not fish in this area to avoid snagging the sump pump. Do not pollute the water.
2. **ACCESS TO PROPERTY:** Rodgers Lake is closed to fishing during the General and Special Late Season for Whitetail for the North Zone (Eastland County). This is approximately November 1 thru January 21 each year. The dates will vary each season. You may enter the ranch at Sunrise. Please be off of the Ranch by Sunset. In all cases, please leave the ranch promptly after leaving the lake. Do not sightsee or wander around the ranch under any circumstances.
3. **GATE PROTOCOL:** Please leave all gates as you find them.
4. **EQUIPMENT:** Electric trolling motors are acceptable. Boats with gas engines are allowed on the lake as long as the engines are not cranked. There are no boat storage provisions at the Rodgers Lake property. Any personal property or equipment left will be considered abandoned and will become the property of Hopkins Outdoors, LLC.
5. **CATCH AND RELEASE:** All Largemouth Bass are catch and release. All Catfish over 20 inches are catch and release. All bait fish are catch and release. You may keep at your discretion any other fish not listed.
6. **SIGN-IN PROCEDURES:** Sign-in is now via message sent to 817.907.9240. All guests must sign a release of liability form before entering the ranch. Download the form from the website at [hopkinsoutdoorsllc.com](http://hopkinsoutdoorsllc.com), fill out, take a picture and message to 817.907.9240. Parent/Grandparent or legal guardian must sign for and be responsible for minors.
7. **FLOATATION DEVICES:** Hopkins Outdoors, LLC encourages all anglers to wear approved U.S. Coast Guard personal floatation devices while on or near the water. We require All Children under 13 must wear a U.S. Coast Guard approved personal floatation device while occupying a boat or when within 50 feet of the water while on the Rodgers Lake Property.
8. **HUNTING:** All hunting is leased out in and around the Rodgers Lake Property. Please do not bring any type of hunting equipment or gear onto the property. No hunting of any kind is permitted. Please do not discharge firearms on the Ranch or Lake.
9. **MISC:** Alcohol abuse and/or illicit drug use is strictly prohibited on the Gilbert Pit Property. Please do not leave trash on the property. Pick up after yourself! This includes cigarette butts. Please do not tinker with the feeders or feeding stations.

Agreed to this day \_\_\_\_\_ of the month of \_\_\_\_\_, 2018.

\_\_\_\_\_

**Lessee Signature**



## Release of Liability

(To be signed by Lessee)

Acknowledgment and Acceptance of Dangers, Risks, and Hazards involved with the Western Tier Fishing Lease Operated as the Gilbert Pit Complex of Lakes in Parker County in the State of Texas.

1. By signing this agreement, I hereby acknowledge that I have knowingly and willingly entered a Fishing Lease Agreement between \_\_\_\_\_, (angler, hereinafter the Lessee) and *Mike Hopkins* DBA Hopkins Outdoors. LLC, et al (hereinafter the Lessor).

2. I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the fishing lease (hereinafter the leased premise) located on/or near Gilbert Pit Complex of Lakes or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that; dangerous conditions, risks, and hazards do exist. My presence and activities on the leased premises expose both me and my property and my guests to dangerous risks and hazards, including but not limited to: poisonous snakes, insects and spiders; erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms, both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks, and hazards. I enter into this agreement on my own accord.

3. In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his respective heirs, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident, or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises all improvements thereon, whether or not caused by the Lessor's negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon.

4. I hereby further understand and agree to abide by all the rules, provisions and terms of this Fishing Lease Agreement as set forth by the Lessor, if any, either in the body of the lease, cover letter or posted. There will be no hunting or swimming allowed on this property. Overnight camping is allowed in designated locations. Campfires are allowed only when Burn Bans are not in effect. It is the Lessee's responsibility to ensure all fires are completely and totally out before leaving the property. It is understood that the Lessee will be in breach of this agreement in the event that the Lessee or guests fails to follow those rules and terms as set forth. I further agree to abide by all state fishing laws as set forth by the Texas Parks and Wildlife Department. In addition to state fishing laws, Lessee agrees to abide by all local, state and federal laws while on the leased premises. As the Lessee, I understand that failing to do so may void this agreement, and the agreement may then be cancelled at the sole discretion of the Lessor. In that likely event, I further agree to forfeit any and all present and future claims to the leased premises in regards to the remaining term of the original agreement.

5. I hereby understand that if Hopkins Outdoors, LLC loses its' lease to the Gilbert Pit Complex of Lakes location for any reason that a split prorated refund will be offered. The lease year is split into two parts. March, April, and May are one unit and represent 50% of the lease fee. The remaining months June thru February represent the other 50% of the lease fee. A loss of lease occurring in March, April, or May will result in a straight linear proration. A loss occurring in June or any of the remaining months will be linearly prorated after a 50% reduction is taken for the first period.

As used in this release, the terms I, my person, my guests, and myself include minors in my care while on the leased premises.

Date and signed this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Lessee's Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_



## GUEST RELEASE

(To be signed by Lessee's guests)

Release of Liability and Acknowledgment and Acceptance of Dangers, Risks, and Hazards involved with the Western Tier Fishing Lease operated as the Gilbert Pit Complex of Lakes in Parker County in the State of Texas.

By signing this release of liability and indemnity, I hereby acknowledge that I knowingly and willingly enter the property where Gilbert Pit Complex of Lakes are located and the adjoining property of my own accord and hereby hold harmless the owners and Mike Hopkins, DBA Hopkins Outdoors, LLC, et al and his agents of any mishap, accident, or incident that may occur while I am on the properties. I make this agreement of my own accord.

I further acknowledge and understand that no warranty, either express or implied, is made by the owners or Hopkins Outdoors, LLC as to the condition of the lakes and roads leading to the fishing areas located on the properties or of any buildings, gates or other improvements located thereon. This document serves to warn me that; dangerous conditions, risks, and hazards do exist. My presence and activities on the premises expose both me and my property to dangerous risks and hazards, including but not limited to: poisonous snakes, insects and spiders; erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms, both on or off the premises; and the dangers inherent in the use of vehicles and boats. I hereby state that I expressly assume all such dangers, risks, and hazards of my own free will and accord.

In consideration for the right to enter this property, I hereby release and agree to protect, indemnify and hold harmless the owners, Hopkins Outdoors, LLC and their respective heirs, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident, or occurrence arising out of, incidental to or in any way resulting from the use of these properties and all improvements thereon, whether or not caused by the owners' or Hopkins Outdoors, LLC negligence or gross negligence. This release applies during the time that I am permitted on the property. I hereby further covenant and agree that my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the owners or Hopkins Outdoors, LLC or their respective heirs, agent's representatives, employees, successors or assigns by reason of conditions of the property or activities occurring thereon.

I hereby further understand and agree to abide by all the rules, provisions and terms of this Fishing Lease, of which I am a guest. If you are not familiar with the rules and provisions' it is your responsibility to ask the person who has sponsored you. It is understood that the Lessee will be in breach of this agreement in the event that the guest fails to follow those rules and terms as set forth in the fishing lease agreement. I further agree to abide by all state fishing laws as set forth by the Texas Parks and Wildlife Department. In addition to state fishing laws, I agree to abide by all local, state and federal laws while on these properties. I understand that if I do not follow the rules and provisions as set forth, that I may jeopardize the lease of the person who invited me to fish this lease.

As used in this release, the terms I, my person, and myself include minors in my care while on the property where Gilbert Pit Complex of Lakes is located.

I am the guest of \_\_\_\_\_.

Date and signed this \_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Guest's Signature

Guest's Name: \_\_\_\_\_

Guest's Address: \_\_\_\_\_

Guest's Primary Phone: \_\_\_\_\_