



**Professional Services Agreement**  
**(Hunting/Fishing Management Service)**  
**(Franchise Form)**

This **Professional Services Agreement** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Property Manager”), an independent licensed franchisee of Hunting Lease Network®, and the landowner identified as the individual(s) or entity specified on the “*Client Property Ownership Information*” page attached to this Agreement (“Client”). The property subject to this Agreement (the “Property”) is described herein below in the section titled “*Legal Description of Property*.”

Hunting Lease Network® is the business trade name for National Hunting Lease Network, LLC, a Nebraska limited liability company (“NHLN”). NHLN is wholly owned by Farmers National Company, a Nebraska corporation (“FNC”), and FNC is the sole member and manager of NHLN.

**TERMS AND CONDITIONS**

**Professional Management Services**

Client hereby engages Property Manager to provide Hunting/Fishing Property Management Services for the Property under the terms and conditions set forth in this Agreement. Such services may include, but shall not be limited to, the following: marketing, negotiating, leasing, and licensing hunting and fishing leases for the Property; collecting payments and other rent/income derived from the Property and transmitting such payments to Client; arranging liability insurance for lessees of the Property; and making hunting or fishing improvements on the Property with Client’s prior permission.

**Term of Agreement**

The initial term of this Agreement shall take effect on the date set forth above, and shall continue until December 31<sup>st</sup> of that same calendar year. **Thereafter this Agreement shall automatically renew for a renewal term of twelve (12) months at the conclusion of the initial term and thereafter shall renew at the conclusion of each successive renewal term unless the Agreement is otherwise terminated as provided for in this Agreement.** Either party may terminate this Agreement by giving the other party at least thirty (30) days advance written notice of termination before the end of any calendar year. Such notice will terminate the Agreement effective as of December 31<sup>st</sup> of such calendar year or as of a later date if mutually agreed upon by both parties. However, termination of this Agreement shall not effect the Client’s obligation to pay Property Manager any Fees (as defined herein below) which have accrued prior to the date of termination. In the event of a change of ownership in the Property which becomes effective during the term of this Agreement, this Agreement and any lease or other agreement entered into with respect to hunting and/or fishing rights on the Property during the term of this

Agreement will remain in full force and effect until the end of the existing term and shall then terminate, unless otherwise mutually agreed by the new owner of the Property and Property Manager.

### **Hunting/Fishing Management Fee**

Client agrees to pay Property Manager a fee equal to twenty-five percent (25%) of the Gross Rental Income (as defined herein below) received from any lease or other agreement entered into with respect to hunting and/or fishing rights on the Property during the term of this Agreement (the "Fee"). The Fee shall be deemed fully earned and payable when the lease or other agreement is executed. All Gross Rental Income shall be paid by lessees directly to the Property Manager. For purposes of this Agreement, Gross Rental Income is defined as the gross amount of rent or other payment to be paid by a user or lessee of the Property as set forth in any lease or other agreement after deducting the cost of hunting liability insurance coverage and any other expenses excluded by mutual agreement of the parties to this Agreement.

Property Manager's payment to Client shall be made on or before the 15<sup>th</sup> day of the month following Property Manager's receipt all of the following items: (1) rent/income payments with respect to the Property; (2) completed paperwork; and (3) proof of insurance with respect to the Property. Property Manager will not make payment to Client until each of these items is received. In addition, payments received from lessees may be held for up to ten (10) business days to allow checks to clear and to make sure that funds are good and valid.

If a ready, willing, and able prospective lessee for the Property is identified whether by Property Manager, by Client, or by any other person consistent with the terms of this Agreement, but thereafter a signed lease with such prospective lessee is not consummated due to any act or failure to act by Client which unreasonably interferes with or otherwise results in a lease not being entered into with the prospective lessee, Client shall be obligated, within fourteen (14) days after receipt of a written invoice, to pay Property Manager the full Fee calculated based upon the greater of: (i) Client's Minimum Acceptable Bid (as set forth herein below), or (ii) the highest proposed lease payment submitted by the prospective lessee to Property Manager.

This Agreement is an exclusive management and listing agreement between Client and Property Manager. Client shall not, during the term of this Agreement and for a period of one hundred eighty (180) days thereafter, directly or indirectly solicit, encourage, or negotiate with any current or former lessee with whom Client has had personal contact during the term of this Agreement to enter into a lease or similar agreement with any such current or former lessee for hunting and/or fishing rights on the Property other than through Property Manager or the Hunting Lease Network® website.

Client shall be liable to Property Manager for payment of the full Fee if, during the term of this Agreement or within one hundred eighty (180) days thereafter, Client enters into a lease or similar agreement for hunting and/or fishing rights on the Property with (i) any current or former lessee with whom Client has had personal contact during the term of this Agreement; or (ii) any lessee prospect who became aware of the Property or who otherwise became known as a direct or indirect result of Property Manager's efforts or advertising activities. For purposes of this paragraph, the Fee payable to Property Manager shall be calculated based on the higher of (i) Client's Minimum Acceptable Bid (as set forth herein below); (ii) last minimum acceptable stated payment for such property during the term of this Agreement; (iii) the highest proposed payment submitted to Property Manager through the Hunting Lease Network® website for the

Property during the term of this Agreement; (iv) the Gross Rental Income stated in the applicable agreement; or (v) the amount to be received by Client under the terms of its lease or agreement with such third party. Such Fee shall be due and payable to Property Manager on the effective date of the applicable lease or similar agreement entered into between Client and the third party.

Property Manager shall have full authority to issue full or partial refunds to a lessee as a result of any interference with lessee's permitted use of the Property caused by: (i) lack of reasonable access to the Property; (ii) use of the Property by Client or any related or affiliated person; or (iii) use of the Property by any third-party with or without the permission of Client or any related or affiliated person, which may include, but shall not be limited to, farm operators, other tenants of Client, and trespassers. Client will be responsible for payment of any refund amount deemed necessary by Property Manager.

### **Condition of Property**

During the term of this Agreement, Client shall keep the Property in substantially the same condition as when this Agreement is executed unless otherwise mutually agreed by Client and Property Manager. In order to protect the value of the Property, Client agrees to obtain Property Manager's approval before harvesting trees, cutting CRP, allowing cattle in pastures and/or trees, or making any change to the Property that may adversely affect its value for hunting and/or fishing purposes. In the event Client takes any such action without Property Manager's approval and such action adversely affects the value of the Property for hunting and/or fishing, Client may be required to refund to any lessee the Gross Rental Income paid by such lessee plus the lessee's premiums for liability insurance coverage.

### **Insurance**

Property Manager shall require and/or arrange for hunting liability insurance for all non-commercial lessees. THE HUNTING LIABILITY INSURANCE COVERS LIABILITY ONLY. Property coverage for buildings or structures is not included. Client may purchase additional insurance coverage, at Client's cost, to protect these items as Client deems necessary. Client should contact its insurance provider regarding any insurance coverage questions.

### **Available Information and Approval of Improvements**

By executing this Agreement, Client agrees to make available to Property Manager and its employees, agents, and representatives, all relevant reports, data, and documents pertaining to the Property including without limitation, applicable federal, state, county, or local government records.

Property Manager shall confer with and obtain Client's prior written approval before undertaking any improvement project that in any way affects the Property. If Client has agreed to pay the cost of such approved improvement project, Property Manager will invoice Client for the amount due at the end of the month in which the improvement is commenced. Client agrees to pay Property Manager the full amount due upon receipt of such invoice. In the event that payment is not received by the 15<sup>th</sup> day of the following month, Client agrees to pay to Property Manager, in addition to the amount due, a service charge equal to fifteen percent (15%) of the amount due.

**Limited Agency Authority**

Client hereby grants to Property Manager the authority to act at Property Owner’s limited agent with limited authority (i) to enter into and execute any agreements on behalf of Client with respect to the services provided under this Agreement including, without limitation, hunting and/or fishing lease agreements with lessees of the Property; and (ii) to receive, endorse and deposit checks payable to Client with respect to leases and agreements entered into pursuant to this Agreement. Client authorizes Property Manager to deduct its Fees, applicable insurance premiums, and other approved expenses from the Gross Rental Income received and to remit the remainder to Client via check along with the supporting paperwork.

**Limitation of Liability**

No party to this Agreement shall be liable to any other party to this Agreement for any indirect, special, consequential, punitive, or exemplary damages, as a result of any default or breach of this Agreement or any other event, conduct, act or omission arising out of or related to this Agreement, whether based on contract, tort, statute or otherwise. In addition, Property Manager’s entire liability under this Agreement, shall not exceed the Fees paid by Client during the prior 12 months that this Agreement has been in effect (or such applicable period that this Agreement has been in effect if less than 12 months). This limitation of liability is made knowingly, intentionally and voluntarily.

**Notices**

Any notice required to be provided to a party to this Agreement shall be in writing and personally delivered, sent by regular U.S. mail, postage prepaid, or delivered by national overnight courier (e.g., Federal Express, UPS, Airborne) to the following address, or such other address as each party may, from time to time instruct the other party in writing:

**To Property Manager:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**with a copy to:**

**Hunting Lease Network®  
ATTN: Hunting Leases  
11516 Nicholas St., Suite 100  
Omaha, NE 68154  
Telephone: (402) 496-3276**

**To Client:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Written notice shall be deemed to be received when actually received, or if mailed, three (3) working days after depositing the same in an appropriate facility of and for the United States Postal Service, and in the case of courier service, as of the date of delivery to the intended recipient as shown on the courier’s records. Delivery shall be deemed to have been made if the Postal Service or courier was not able to deliver due to change of address for which no notice was given.

### **Miscellaneous**

Client acknowledges that the Gross Rental Income paid by a lessee is based upon the total acreage of the Property. In the event it is determined that Client has provided Property Manager with an inaccurate acreage number with respect to the Property, Client agrees to pay to lessee a partial refund equal to the difference in acreage between the number of acres stated in the lease and the actual number of acres, multiplied by the price per acre agreed to be paid in the lease. Property Manager agrees to recalculate its Fee based upon the updated Gross Rental Income after subtracting the partial refund.

Client warrants and represents to Property Manager that Client has the full right, title, power and authority to enter into this Agreement and to authorize and approve subjecting the Property to the hunting/fishing property management services under the terms and conditions set forth in this Agreement.

The parties also agree that whenever any of the information contained in this Agreement or any of its attachments has changed, they will promptly notify the other party in writing. The Agreement and the respective attachment(s) shall be modified to reflect any such changes.

This Agreement shall be binding upon the parties hereto and their respective heirs, successors, assigns, and personal representatives and shall be governed by the laws of the State in which the Property is located.

This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous written and/or oral agreements pertaining to the subject matter hereof. Any modification, alteration, amendment or supplement to this Agreement shall be in writing and signed by all parties hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic (including email), digital or facsimile transmission of this Agreement and the signature pages hereto shall be deemed to have the same legal effect as delivery an original signed copy of this Agreement.

**Legal Description of the Property**

State:

County:

Approximate Acres:

**Legal Description:** Please attach plat maps or copy aerial photo showing boundaries.

**Additional Information/Special Rules and Considerations:**

**CLIENT'S MINIMUM ACCEPTABLE BID:**

**Property Manager's management fee is twenty-five percent (25%) of the gross rent/income after deducting the cost of hunting liability insurance coverage and any other expenses excluded by mutual agreement of the parties to this Agreement.**

[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK –  
SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth above. If more signatures are required, please attach an extra signature page.

**This Agreement is only effective upon Property Manager's receipt and acceptance of the signed Agreement from Client as evidenced by Property Manager signing this Agreement below.**

**PROPERTY MANAGER:**

\_\_\_\_\_, an  
independent franchisee of Hunting Lease Network®

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLIENT:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**For Official Use Only:**

**Property # \_\_\_\_\_ AB# \_\_\_\_\_ Management Fee \_\_\_\_\_%**

**Client Property Ownership Information**

The following Client Property Ownership Information and W-9 forms must be completed and received before Company can start marketing your property. The IRS W-9 form attached must be completed in accordance with your IRS tax filings. Your information is kept confidential.

Property Ownership Forms: All owners must fill out according to their ownership percentage. This amount must equal 100%. All owners of the property must agree to lease out the Property in order for Company to proceed.

W-9 Forms: Payment is not necessarily processed in accordance to ownership. Please complete a W-9 in accordance with your payment instructions. Example: Married, filing jointly, W-9 completed for one spouse only, 100% of income will be included on the 1099. (Make additional copies of W-9 as needed.)

Type of Ownership: <input type="checkbox"/> Single <input type="checkbox"/> Multiple <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other
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Name	% of Ownership		
Address	City	State	Zip Code
Home Phone	Work Phone	Fax Number	
Email Address	Date of Birth		

Name	% of Ownership		
Address	City	State	Zip Code
Home Phone	Work Phone	Fax Number	
Email Address	Date of Birth		



## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See <b>Specific Instructions</b> on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> </div> </div>		<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;"><i>(Applies to accounts maintained outside the U.S.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>		<p>Requester's name and address (optional)</p> <hr/>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-					-		
<b>or</b>											
<b>Employer identification number</b>											
				-							

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p><b>Signature of U.S. person</b> ▶ _____</p>	<p><b>Date</b> ▶ _____</p>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**FARMERS NATIONAL COMPANY  
AUTHORIZATION FOR AUTOMATIC BANK DEPOSIT/WITHDRAWAL**

BANK NAME: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

BANK ROUTING/ABA NUMBER: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

(1) The signing of this portion will serve as authorization for Farmers National Company to make direct deposit of my funds into the bank account listed above. I have also instructed that this direct deposit request will go into effect approximately two weeks after the signing of this form.

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

(2) The signing of part two will also give authorization to Farmers National Company to withdraw funds out of the above account for any amount owed to Farmers National Company. The withdrawal of funds will go into effect approximately two weeks after the signing of this form.

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

**Please attach voided check for reference and account verification**

<b>Office Use Only:</b>	
Farm Number:	_____
A/B Number:	_____
Hold Payment:	_____
Release Date:	_____