APR DRY FORK BMA

Deer/Elk Hunting District: 620
Antelope Hunting District: 620
Hunting Access Dates: September 1 – January 1  *See current hunting regulations for species & season dates.

GENERAL INFORMATION

APR Dry Fork (BMA) is in Phillips County south of Malta. APR Dry Fork BMA is 12,310 acres and contains a mix of CRP fields and native grass land and Beaver Creek running through majority of the property. This BMA has been enrolled since 2020.

Primary Hunting opportunities are Whitetail Deer, Mule Deer, Antelope, Sharptail Grouse, and Pheasants.

Restricted game: Sage Grouse & Elk

No shooting of non-game species/predators.

PERMISSION REQUIREMENTS

Reservations cannot be made prior to August 22nd.

Hunters can obtain reservations by calling (406) 791-5254 at least 24 hours in advance but not more than 14 days in advance from 9:00 am - 9:00 pm.

You must complete your reserved days before making another reservation.

Rest Days are Tuesdays and Wednesdays. 2 parties of 3 hunters per hunting day.

HOW TO GET THERE

From Malta: 
34 miles southwest on Hwy 191

BMA RULES

1. Motorized vehicle use is restricted to designated access routes, public roads and parking areas on BMA map or otherwise posted. All other motorized vehicle use is prohibited.

2. Use of all types of OHV, ATV’s or similar vehicles are prohibited.

3. Do not park vehicles in such a manner as to obstruct traffic. Do not block gates.

4. Camping, littering, visible latrine pits, and fires are prohibited.

5. Hunters using horses and pack stock are required to use certified weed free hay 48 hours prior to entering BMA and while accessing BMA.

STANDARD BLOCK MANAGEMENT PROGRAM RULES:

Block Management Area Rules do not apply to federal or DNRC lands that are legally accessible (via public roads, watercourses, or other legal means of access) unless specifically authorized by the applicable agency.

Separate restrictions apply to public lands within or adjoining the boundaries of the BMA. Please, contact your local federal and state agencies for more information.
I. AREA INFORMATION

This is an agreement made on 09/01/2020, between Montana Fish, Wildlife & Parks (Department) and the Owner or Owner's legal designated representative of lands being enrolled in the Block Management Program (Cooperator).

Cooperator's Name: American Prairie Reserve
Payee's Name: 

Acreage: TOTAL: 12,310 Private: 12,310 DNRC: 0 BLM: 0 USFS: 0 Other: 0

Attach map showing exact BMA boundaries. Note: Inclusion of accessible state school trust lands requires a public review under ARM 36.25.164(3). Please attach Supervisor's Decision Notice and indicate date review process completed:

Department Contact: Brett Dorak
Ranch Contact: (None Listed)

II. BMA RULES

1. Is Permission required? Yes If yes, Explain:
2. Are reservations taken? Yes If yes, Explain: Reservations are taken by call center.
3. Are times designated for granting permission? Yes If yes, Explain: Daily 9:00 AM-9:00 PM, Call (406)791-5254, 24 hrs in advance but no more than 14 days before reserved day.
4. Is this a walk-in only area? Yes If yes, Explain:
5. Are parking areas designated? Yes If yes, Explain:
6. Is the number of hunters/parties per day limited? Yes If yes, Explain: 2 parties of 3 hunters per hunt day.
7. Huntable Game on BMA: Antelope; Mule Deer; Upland Birds; Waterfowl; White-tailed Deer
8. Are there any available species/gender in huntable numbers which may NOT be hunted? Yes If yes, list species/gender which may not be hunted: Elk and Sage Grouse are Prohibited;
9. Is the BMA closed during any legal fall hunting seasons during the term of this contract? Yes If yes, list closure dates: Rest days are Tuesday and Wednesday;

*NOTE:* Any restrictions cited in #8 or #9 require written approval of the Regional Supervisor. Signed BMA restrictions Form must accompany this document.

10. Is outfitting permitted on this BMA? No If yes, Outfitter Name and License#: 

*NOTE:* Outfitting may only take place on a BMA if public recreation and hunting opportunities are not restricted and the Cooperator and Regional Supervisor approve the activity in writing. Consent forms MUST accompany this document.

Other Rules: No shooting of Non-game species/Predators;
III. TERMS OF AGREEMENT

Through this agreement, the Department and the Cooperator will provide the public with equal opportunity hunting, free of charge on a Block Management Area (BMA) established on the Cooperator's property. Access will be granted under conditions mutually agreed upon by the Cooperator and the Department. Information on those conditions and methods of gaining access will be available through the Department’s regional headquarters and/or the Cooperator on the BMA site. Hunters will not be required to purchase any services as a condition of access on any BMA.

1. The term for this agreement is **09/01/2020 through 01/01/2021**.

2. Hunter days will be accounted for in the following method:

3. **Payments**: Cooperators qualify for the following payments:
   
   a) **Enrollment Payment**: $0.00
   
   b) Impact Payment:
      
      \[
      \text{Basic Impact} \times \text{No Species or Gender Rest.} \times \text{No Season (Hunter Days)} = \text{Impact Payment} = $0.00
      \]

   (Enrollment Payment + Impact Payment) = $0.00

4. **Hunter Management Services**:
   
   (Deduction) = $0.00

   (SUBTOTAL) = $0.00

5. **Weed Management Payment**: A cooperator may receive an additional amount (up to 5% of the subtotal) which must be specifically for weed management activities.

   Yes _ No _ X Cooperator elects to receive the additional weed management payment:

   TOTAL ANNUAL CONTRACT PAYMENT: = $0.00

   (Payment issued upon completion of contract) (Cannot Exceed $15,000.00)

6. **Complimentary License Benefit**: (ONLY ONE complimentary license may be issued per cooperator.)

   a) Yes _ No _ X Cooperator elects to receive complimentary license.

   (OR)

   b) Yes _ No _ X Cooperator designates immediate family member or employee to receive the license. 

   ("Immediate family member" means parent, grandparent, child, or grandchild of the cooperator related by blood or marriage, a spouse, a legally adopted child, a sibling of the cooperator or spouse, or a niece or nephew. "Employee" is defined as a person who works full-time and year-round for the landowner as part of an active farm or ranch operation.) (Requires License Application containing affidavit signed by the Cooperator)

   Name of person designated to receive the license:

   In signing this agreement, the parties acknowledge that all the terms and conditions of Part A - Duties, Responsibilities, and Conditions (consisting of 4 pages), and Part B - General Terms of the Agreement (consisting of 1 page), are incorporated in and are part of the agreement and binding on both parties.

   BY: 
   (Cooperator) 
   (Date) 
   
   BY: 
   (Regional Supervisor) 
   (Date) 

   BY: 
   State Land Management Agency (If applicable) 
   (Date) 

   BY: 
   Federal Land Management Agency (If applicable) 
   (Date) 

Check attachments included:

- **BMA Map**
- **BMA Restriction Form:Regional Supervisor**
- **Outfitting Approval Consent Form:Regional Supervisor and Cooperator**
- **State Lands Inclusion Decision Document:Regional Supervisor and DNRC**
- **Resident/Nonresident License Application: Applicant and Designated FWP Staff**
- **Affidavit for Immediate Family Member License Designation (Section 5b)**
PART A: DUTIES, RESPONSIBILITIES, AND CONDITIONS

1. Cooperator’s Duties: The Cooperator agrees to perform the following identified duties (check appropriate duties):
   a) ____ Issue department-supplied permission slips
   b) ____ Issue maps of the BMA
   c) ____ Provide sign installation at established access points
   d) ____ Direct hunters to areas
   e) ____ Retrieve downed game to minimize vehicle travel in area
   f) ____ Respond to hunter inquiries
   g) ____ Collect biological information
   h) ____ Other _____________________________________________________________

2. Department Responsibilities: The Department agrees to provide the following services or materials (check appropriate entries):
   a) ____ Provide permission slips, sign-in rosters, roster boxes (please circle supplied items)
   b) ____ Provide maps/list of ranch rules
   c) ____ Provide signs to cooperator
   d) ____ Issue permission slips
   e) ____ Issue maps of the BMA
   f) ____ Provide sign installation at established access points
   g) ____ Direct hunters to areas
   h) ____ Retrieve downed game to minimize vehicle travel in area
   i) ____ Respond to hunter inquiries
   j) ____ Collect biological information
   k) ____ Other _____________________________________________________________

3. Compensation:
   A Cooperator enrolled in the Block Management Program may receive compensation for services provided either in full, or, if Department personnel are utilized to manage hunting on the BMA, in an amount reduced by the amount necessary to reimburse the Department for those services. Hunter use figures for the current season will be based upon past hunter use data, if available, or otherwise reflected as an estimate developed jointly between the Cooperator and Department staff.

Hunter days are determined by the number of permission slips issued by the Cooperator or through the use of a mutually agreed-upon system of documenting hunter use on a BMA. Permission slips will be credited with a MAXIMUM of 3 days per hunter, unless greater use is documented through some other means, such as a daily sign-in roster or daily log. Any pattern of use that exceeds the regional average of hunter days per hunt will be subjected to a post-season audit, with results being incorporated into the re-enrollment process. Immediate members of the Cooperator’s family are not eligible to be credited with hunter days on the Cooperator’s BMA.

Payments:

A. Enrollment Payment - unless otherwise specified, available to any Cooperator who enrolls land in the program, paid annually for enrollment or renewal. This payment is part of the total compensation paid at the end of the contract period, in an amount determined annually by the Department.

B. Basic Impact Payment - unless otherwise specified, available to any Cooperator, computed at an amount per hunter day set annually by the Department.
C. **Length of Season Impact Payment** - unless otherwise specified, available, in addition to other impact payments, to any enrollee who places no restrictions on the legal fall seasons for any species available in huntable numbers. Payment computed at an amount per hunter day, with the amount set at one-third of the Basic Impact Payment rate set annually by the Department. Temporary restrictions established for livestock management or safety considerations shall not disqualify an enrollee from eligibility under this section.

D. **Species/Gender Impact Payment** - unless otherwise specified, available, in addition to other impact payments, to any enrollee who places no restrictions on the species/gender of any game animal available in huntable numbers. Payment computed at an amount per hunter day, with the amount set at one-third of the Basic Impact Payment rate set annually by the Department.

E. **Access Corridor Payment** - unless otherwise specified, available to Cooperators who provide access corridors to isolated state/federal lands, with no enrollment of deeded land with public hunting access. Payment computed at an amount per hunter day, with the amount set at one-half of the Basic Impact Payment rate set annually by the Department, and, if no restrictions are placed on the legal fall seasons for any species available in huntable numbers, one-half of the Length of Season Impact Payment rate set annually by the Department. No restrictions may be placed on the gender or species of animals legally hunted on public lands for which the corridor provides access.

F. **Special Circumstances/Exceptions** - In situations involving unique hunting opportunities or special management circumstances, compensation may be negotiated on a case-by-case basis at a rate not to exceed the limits set in 87-1-267(7) MCA.

4. **Complimentary License**

Only one license may be issued per cooperator. Cooperator may select license benefit from either Section A or Section B below, but not from both. A license issued under this section will be valid for the license year following the year of the Block Management annual agreement.

A. **Cooperator Elects to Receive Complimentary License** – As a benefit of enrolling land in the Block Management Program, a resident landowner who is owner of record may receive a AAA combination sportsman’s license without charge, or a nonresident landowner who is owner of record may receive a big game combination license without charge. The license may not be transferred by gift or sale.

B. **Cooperator Designates Immediate Family Member or Employee to Receive Complimentary License** - As a benefit of enrolling land in the Block Management Program, a resident or nonresident landowner may designate an immediate family member to receive a AAA resident sportsman’s license without charge if the family member or employee is a resident, or a Class B-10 big game combination license without charge if the family member or employee is a nonresident. For the purposes of this section, “immediate family member” means a parent, grandparent, child, or grandchild of the cooperator related by blood or marriage, a spouse, a legally adopted child, a sibling of the cooperator or spouse, or a niece or nephew, and “employee” is defined as a person who works full time and year-round for the landowner as part of an active farm or ranch operation. An immediate family member or employee who is designated to receive a license pursuant to this section must be eligible for licensure under current Montana law and may not transfer the license by gift or sale.

5. **Livestock Loss Insurance**

Participation in the Block Management Program qualifies a Cooperator for livestock loss compensation should any livestock be injured or killed as a direct result of public hunting which occurred on the Cooperator’s Block Management Area. Compensation for livestock loss will be made if it has been reported by the Cooperator to the Department of Livestock immediately upon discovery of loss, a FWP
Livestock Loss report is filed by the investigating Livestock Inspector within 14 days, and Department review verifies the circumstances and loss. Any claims paid will be at market value at the time of the loss.

6. **Termination and Default**
Enrollment in the Block Management Program may be terminated by the Department or the Cooperator if the terms of the contract are violated. Department of Natural resources may withdraw state lands from inclusion in a BMA under 26.3.199(C). Notice of termination will be made in writing.

7. **Inability to Fulfill Contract**
The Cooperator or Cooperator’s legal designated representative shall notify the Department immediately upon discovery of any occurrence which would affect the ability of the Cooperator to fulfill the provisions of this agreement. The agreement may be canceled and a Cooperator’s participation in the Block Management Program withdrawn at any time due to circumstances beyond the control of the Cooperator or the Department, such as death, illness, natural disaster, or acts of nature.

8. **Reservations/Hunter Number Restrictions**
If the BMA requires written permission or advance reservations for access, reservations will not be accepted by the Cooperator or the Department before **August 15** preceding the opening of a use season. On BMA’s which restrict hunter numbers, the Cooperator may allow additional hunters at his/her discretion.

9. **Right to Deny Access**
The Cooperator or the Department reserve the right to deny access to the BMA for cause including, but not limited to: intoxication, violation of BMA rules, or previous misconduct on a BMA. Willful violation of BMA regulations which set the terms of entrance on a Cooperators property can be grounds for termination of privileges on a BMA and a misdemeanor citation under 87-3-304 (MCA) - Hunting Without Landowner Permission.

10. **Temporary Closure**
The BMA may be temporarily closed by the Cooperator in conjunction with the Department due to weather, fire danger, or other conditions or circumstances which would place public safety or resources in jeopardy.

11. **Access Demands Exceed Supply**
In the event that hunting demand for the BMA is greater than supply, similar opportunities may be offered on other days on the BMA. If hunter demand regularly exceeds available opportunity, the Department, where practical, or the Cooperator, with Department approval, may develop equitable methods of allocation such as telephone reservations or drawings.

12. **Department Access to BMA**
Through participation in the Block Management Program, the Cooperator agrees to permit Department personnel on the property for the purposes of establishing and monitoring hunter use, enforcing fish and wildlife laws, and maintaining contact with the Cooperator so as to respond to any needs, issues, or problems which develop over the course of the use season. By permitting Department personnel on the property, the Cooperator is not relinquishing any rights or control over property under his/her ownership or responsibility.

13. **Liability Coverage**
The Cooperator, through participation in the Block Management Program, is covered by the state recreational liability statute (70-16-302 MCA) which provides a liability shield to landowners who allow recreation on their property without charge or other consideration. This restriction on liability is specifically extended to participants in the Block Management Program by statute (87-1-266(5)MCA).
14. **Inclusion of State School Trust Lands**
State School Trust Lands administered by the Department of Natural Resources & Conservation may be included in BMA’s under the terms of ARM 26.3.199 (a-d). This rule provides for a public review of new BMA’s established after March 2, 1992, which propose to include accessible Trust Lands.

15. **Outfitting on BMA’s**
Outfitting may take place on a Block Management Area **ONLY** if public recreation and hunting opportunities are not restricted and the Cooperator gives written consent. If outfitting is to take place on the BMA, an Outfitting Approval Form signed by the Cooperator, the outfitter, and the regional supervisor **must** accompany this agreement. Outfitting which restricts the public’s hunting opportunity may be grounds for termination of this Block Management Agreement under ARM 12.4.205(h).

16. **Species/Gender Restrictions**
Any restrictions on the gender or species available in huntable numbers on a BMA, other than those established by the FWP Commission, must be approved by the regional supervisor in writing, documenting any biological or management reasons for such restrictions before implementation of the BMA. Species or gender restrictions other than those established by the Commission may not be imposed on federal or state land.

17. **BMA Use Period**
During periods when the Block Management Area is not in operation and Commission-established hunting seasons are in effect, access to private land is at the discretion of the landowner/Cooperator. During these times, legally-accessible federal and state lands will remain available to the public under rules adopted by the appropriate land management agency.
PART B  GENERAL TERMS OF THE AGREEMENT

Because this agreement is a contract with the State of Montana, there are certain conditions that are required by law to be included. They are as follows:

1. **Independent Contractor.** The Cooperator is an independent contractor and this agreement does not establish employer-employee relationship with the Cooperator or any person employed by him/her for any purpose. Cooperator agrees to pay all state, federal, or local taxes, fees or other assessments related to employment of himself or any person employed by him to fulfill this agreement.

2. **Records by Cooperator.** The Cooperator shall maintain reasonable records of activities performed under this agreement. Records will include completed copies of permission slips issued during the course of the use season or other documentary materials agreed to in advance by the Cooperator and the Department which are reliable indicators of hunter use.

3. **Hunter Days.** "Hunter Day" means one hunter who hunts on a Cooperator's property during a calendar day.

4. **Access to Records.** The Cooperator shall permit access to any of his/her records necessary for legislative post-audit and analysis to determine compliance with this agreement.

5. **Assignment.** This contract may not be assigned or transferred nor may a subcontract be let unless both parties agree in writing in advance.

6. **Equal Employment Opportunity.** Pursuant to Sections 49-2-303 and 49-3-207, M.C.A., no part of this agreement shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or natural origin by the persons performing the agreement. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

7. **Execution.** Each party has full authority to enter into and perform this contract, and the person signing this contract on behalf of each party acknowledges that he/she has read this agreement, understands it and agrees to its terms.

8. **Venue and Interpretation.** Venue for any court action arising under this contract shall be in the First Judicial District in and for Lewis and Clark County, Montana.

9. **Designated Owner Representative.** For purposes of this Agreement, a Designated Owner Representative is an employee, family member or an individual with real property interest who, in signing this Block Management Agreement, acknowledges that he or she has been designated by the fee title holder as having the authority to enter this Agreement and utilize the lands described in it for the purposes of the Block Management Program.