



# MONTANA FISH, WILDLIFE & PARKS

## ELK HUNTING ACCESS AGREEMENT

### Part A. DESCRIPTION OF PROPERTY

---

This is an agreement made on \_\_\_\_\_, 20\_\_\_\_, between Montana Fish, Wildlife, & Parks (“Department”) and Landowner (“Landowner”) of lands being enrolled in the Elk Hunting Access (EHA) Agreement Program under the provisions of § 87-2-513, MCA.

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Physical Address (if different from mailing):  
\_\_\_\_\_

Deeded Private Land Acreage Enrolled: TOTAL \_\_\_\_\_

Private Land Acres Not Owned by Landowner/Ranch but Leased for Agricultural Purposes (if applicable): TOTAL \_\_\_\_\_

Name of Individual Leasing Lands to Applicant (if applicable): \_\_\_\_\_

Contact Information for Individual Leasing Lands to Applicant (if applicable):

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Hunting District(s) of Lands Enrolled: \_\_\_\_\_

Legal Description of Lands Enrolled (Township, Range, Section(s))

Township:	Range:	Section(s):

**Appendix A.** A map depicting the exact EHA boundaries and lands open to participating Landowner/Landowner designees and public hunters provided by Landowner at time of application.

**Appendix B.** If lands enrolled are less than 640 acres, the Regional EHA Evaluation Form.

Department Staff Contact: \_\_\_\_\_

### Part B. DESCRIPTION OF PUBLIC HUNTING OPPORTUNITY

---

1. Maximum days for each public hunter?

Choose one:  Yes  No      If Yes: Number of Days \_\_\_\_\_

2. Are public hunters required to provide advance notice prior to seeking hunting access?

Choose one:  Yes  No      If Yes: Number of Days \_\_\_\_\_

3. Which hunting seasons are public hunters allowed access? (For at least one public hunter (per license/permit), this must be the same as when the landowner/designee license is valid and is considered the agreement start date).

- General Rifle (required)       Archery       Muzzleloader  
 Late Elk Shoulder Season       Early Elk Shoulder Season (starting 8/15- if applicable)

Please describe if it's a combination of seasons for public hunters:

4. Requirements for public hunters under the terms of this agreement: (Choose all that apply)

- check-in upon arrival       accompaniment required while hunting:  
 walk-in only       motorized retrieval  
 Other rules (describe):

5. Public Hunter Landowner/Representative Contact Information: This is the person the public hunters will contact to coordinate public hunting access. (If identical to Landowner contact information (Part A), or if the property is going to be managed by the Landowner's Block Management Program permission system, check this  box).

**Note:** Landowner is responsible if the Landowner's representative, listed below, does not respond or coordinate access with willing public hunters in accordance with the terms of the agreement.

Representative Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

6. Does the Landowner wish to select up to one-third of the public hunters for this agreement?  
Choose one:  Yes       No

If Landowner elects to select up to one-third of the public hunters eligible to hunt lands enrolled, Landowner must make their selections known to FWP no later than three-weeks prior to the agreement start date (i.e., the first hunting season the Landowner/designee license will be used by Landowner/designee). If Landowner fails to make their public hunter selections in the required timeframe, Landowner public hunter selections will be forfeited and FWP will fill the spots with FWP selected public hunters.

If landowner does not agree to the above process/methodology, please describe another process/methodology to make public hunter selections. Timeline of selections provided to FWP no later than three-weeks prior to agreement start date applies. (Please supplement the agreement with a separate document outlining the process/methodology if you require more room than below).

---

---

---

---

**7. SEX OF ELK ALLOWED TO BE HUNTED BY LANDOWNER SELECTED PUBLIC HUNTER(S) ON LANDS ENROLLED (if applicable):**

EITHER-SEX ELK

ANTLERLESS ONLY ELK

COMBINATION OF EITHER-SEX & ANTLERLESS  Describe: \_\_\_\_\_

**8. SEX OF ELK ALLOWED TO BE HUNTED BY DEPARTMENT SELECTED PUBLIC HUNTERS ON LANDS ENROLLED: (For every permit/license or combination issued to a Landowner/designee, at least one of the Department selected public hunters must hold the equivalent license, permit, or combination of the two that is issued to the Landowner or the Landowner's designee.)**

EITHER-SEX ELK

ANTLERLESS ONLY ELK

COMBINATION OF EITHER-SEX & ANTLERLESS  Describe: \_\_\_\_\_

**PART C: LANDOWNER/LANDOWNER DESIGNEE AND PUBLIC HUNTER LICENSE/PERMIT INFORMATION**

By entering into this Elk Hunting Access agreement, Landowner agrees to provide free public elk hunting on the Landowner's property or private property leased by the Landowner for agricultural purposes. In return, the Department may issue, at no cost to Landowner and/or Landowner's designee, an elk license (including elk B), permit or combination of the two, whichever is required in that hunting district.

Pursuant to § 87-2-513(1)(b), MCA, a designee may be an immediate family member or an authorized full-time employee of the Landowner who is eligible for licensure under Title 87, chapter 2. An "employee" means a person who works full-time for the Landowner as part of an active farm or ranch operation enrolled in the program. See § 87-2-513(9)(a), MCA. An "immediate family member" means a spouse, parent, grandparent, child, grandchild, sibling, niece, or nephew by blood, marriage, or legal adoption. See § 87-2-513(9)(b), MCA.

For every three members of the public allowed to hunt under this Elk Hunting Access agreement, the Department may issue one license, permit, or combination of the two to a Landowner and/or Landowner's designee. For every permit/license issued to a Landowner or Landowner's designee, at least one of the Department selected public hunters must hold the equivalent license, permit, or combination of the two that is issued to the Landowner or the Landowner's designee. The Department may limit the total number of licenses and permits issued through this program.

This agreement authorizes the issuance of the following license(s) and permit(s) as represented by the decision of the Fish and Wildlife Commission:

(number) xxTYPExx general elk license/either-sex elk permit to the Landowner or Landowner's designee, for use only on land enrolled in this Agreement. This permit/license is to be used by the Landowner or Landowner's designee during the following seasons (check all that apply):

- Archery     General Rifle     Muzzleloader     Late Elk Shoulder Season  
 Early Elk Shoulder Season (starting 8/15- if applicable)

(number) xxTYPExx elk B license to the Landowner or Landowner's designee, for use only on land enrolled in this Agreement. This permit/license is to be used by the Landowner or Landowner's designee during the following seasons (check all that apply):

Archery     General Rifle     Muzzleloader     Late Elk Shoulder Season  
 Early Elk Shoulder Season (starting 8/15- if applicable)

Additionally:

(number) public hunters who possess (LPT) elk license/permit will be selected by the Landowner to hunt (type of elk) on lands enrolled in accordance with the terms of this Agreement.

(number) public hunters who possess (LPT) elk license/permit will be randomly selected by FWP from a list of eligible public hunters and will have access, by permission as set forth herein, to hunt (type of elk) elk on lands enrolled in accordance with the terms of this Agreement.

#### **PART D. TERMS OF THE ELK HUNTING ACCESS AGREEMENT**

---

By signing below, Landowner or Landowner's representative understands and agrees to the following terms of the agreement:

1. The agreement start date is the first hunting season the landowner/designee will utilize the license(s)/permit(s) awarded through this program. The end date of the agreement will be February 15 annually or earlier based on season opportunities and willingness of landowner to allow public access.
2. Landowner owns at least 640 acres of occupied elk habitat and agrees that he/she may not charge a fee or authorize a person to charge a fee for hunting access on enrolled property. If Landowner owns acreage below the 640 acres required, Landowner understands the Department must determine that site conditions exist to accommodate successful public hunting and that he/she may not charge a fee or authorize a person to charge a fee for hunting access on his/her enrolled property.
3. At least one public hunter selected by the Department must hold the equivalent license, permit, or combination of the two that is issued to Landowner or Landowner's designee. Landowner also agrees that the Department, in consultation with the Landowner, shall select the hunters.
4. A license or permit issued pursuant to this Agreement:
  - a. is nontransferable and may not be sold or bartered; and
  - b. may only be used for hunting conducted on property that is opened to public access pursuant to this agreement.
5. The Department may prioritize distribution of licenses or permits, for this program, to the areas the Department determines are most in need of management.
6. If the Department determines that Landowner or Landowner's designee has not abided by the restrictions and conditions of a license or permit issued pursuant to this agreement, that Landowner or Landowner's designee is not eligible to receive another license or permit pursuant to this section during any subsequent license year.

7. The public hunters (Part C) selected for access under this agreement must contact the Landowner or Landowner's representative to schedule their hunts in accordance with the notice requirements (Part B).
8. When public hunters contact the Landowner or Landowner's representative, he/she will inform the public hunters of the rules and requirements governing access. This includes, but is not limited to:
  - a. Signing written permission slips or Department hunter-sign in rosters to provide public hunter contact information for the Department's evaluation of the program;
  - b. Abiding by all state and federal hunting statutes, regulations, and rules;
  - c. Following all Landowner rules, which will be provided in advance of the hunt. These may include reasonable hunter management restrictions, such as a limitation on the total number of days a public hunter may access the property;
  - d. Maintaining proper safety procedures regarding firearms and/or archery equipment;
  - e. Maintaining proper vigilance aimed at preventing property damage to the Landowner, and to promptly report any property damage that may occur to the Landowner or the Landowner representative;
  - f. Ensuring all gates are left as originally found;
  - g. Using best efforts to prevent fires and keep the Landowners property free of litter at all times;
  - h. How harvested game may be retrieved; and
  - i. How wounded animals may be pursued.
9. If a public hunter wounds an elk and is unable to harvest and retrieve it, that hunter is not allowed to shoot at another elk on the Landowner's property without permission of the Landowner or Landowner's representative. Hunters must notify the Landowner or Landowner's representative prior to pursuing any wounded elk.
10. The Landowner or Landowner's representative is not responsible for contacting any hunter to report the presence or absence of elk.
11. The Landowner or Landowner's representative reserves the right to deny access to the lands enrolled, for cause, including, but not limited to: intoxication, violation of rules, or previous misconduct on lands enrolled. Willful violation of agreement regulations which set the terms of entrance on a landowner's property can be grounds for termination of privileges on an EHA and a misdemeanor citation under 87-6-415(1) - Hunting Without Landowner Permission.
12. A hunter's access rights may be terminated under this agreement for failure to abide by the requirements of this agreement. The hunter may be dismissed from the Landowners property immediately on such occurrence; the Landowner or Landowner's representative should notify the Department of the dismissal as soon as practicable.
13. If Landowner elects to select up to one-third of the public hunters eligible to hunt lands enrolled, Landowner must make their selections known to FWP no later than three-weeks prior to the agreement start date (i.e., the first hunting season the Landowner/designee will utilize the license). If Landowner fails to make their public hunter selections in the required timeframe, Landowner public hunter selections will be forfeited and FWP will fill the spots with FWP selected public hunters.
14. Participation in the EHA agreement program qualifies a landowner for livestock loss compensation should any livestock be injured or killed as a direct result of public hunting which

occurred on the enrolled lands. Compensation for livestock loss will be made if it has been reported by the Landowner 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 FWP review verifies the circumstances and loss. Any claims paid will be at market value at the time of the loss up to a maximum of \$5,000.

15. Enrollment in the EHA agreement program may be terminated by FWP or Landowner if the terms of the agreement are violated. Any such notice must be in writing. An agreement may be canceled, and Landowner's property withdrawn from the program at any time due to circumstances beyond the control of Landowner or the Department, such as death, illness, natural disaster, or acts of nature. Landowner shall notify the Department immediately upon discovery of any occurrence which would affect the ability to fulfill the provisions of this agreement. In the event of cancellation or termination of the agreement, Landowner or Landowner's designee will forfeit any licenses/permits issued resulting from participation in the program.
16. Lands enrolled in the EHA agreement program may be temporarily closed by Landowner or Landowner's representative in conjunction with the Department due to weather, fire danger, or other conditions or circumstances that would place public safety or resources in jeopardy.
17. Through participation in the EHA agreement program, Landowner agrees to permit FWP personnel on the property for the purposes of establishing and monitoring hunter use, enforcing fish and wildlife laws, and maintaining contact with the Landowner or Landowner's representative to respond to any needs, issues, or problems which develop over the course of the length of the agreement. By permitting Department personnel on the property, Landowner is not relinquishing any rights or control over property under his/her ownership or responsibility.
18. Landowner, through participation in the EHA agreement 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.
19. Satisfaction data will be acquired through FWP surveys of the Landowner associated with this EHA agreement. Completion of the Landowner satisfaction survey and Landowner/designee harvest survey by February 21, 2025, is required for Landowner to be eligible to participate in a subsequent elk hunting access agreement. The Department will also survey the public hunters that were provided access to hunt on Landowners property.

---

Dustin Temple, Director

---

Date

---

Landowner or Landowner Representative

---

Date