

**DEPARTMENT OF NATURAL RESOURCES & CONSERVATION  
APPLICATION FOR ANNUAL PASTURING AGREEMENT  
Fee \$25.00**

Agreement#: \_\_\_\_\_

Lessee/Licensee: \_\_\_\_\_

Address/Po Box#: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Brand: \_\_\_\_\_

Phone#: \_\_\_\_\_

Livestock Owner: \_\_\_\_\_

Address/Po Box#: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Brand: \_\_\_\_\_

Phone#: \_\_\_\_\_

Total Lease/License AUM's: \_\_\_\_\_ AUM's to be utilized: \_\_\_\_\_

DESCRIPTION OF STATE LAND TO BE SUBLEASE	SECTION	TWNSHP	RANGE	ACRES

Under this agreement the lessee/licensee certifies that he/she is (1) providing all costs for improvements, land maintenance, and range renovation, (if approved by the Department); (2) making all decisions regarding rotation or other placement of livestock on state land; (3) making all decisions regarding turn-in and turn-out dates of the livestock on state lands; and (4) making all decisions regarding proper range management, including placement of water, fencing and salt. (See ARM 26.3.147)

The sublessee's livestock will be allowed to utilize \_\_\_\_\_ AUM's pursuant to this agreement. The lessee/licensee also certifies that he/she is not charging a management fee to excess of the state minimum of \$\_\_\_\_\_ per AUM for the current year for the AUMs being utilized on the lease/license, (Section 77-6-507, MCA) **Please contact the Department for the amount allowed each year for the management fee. If you place an amount in excess of the allowable fee, it will be cause for disapproval of this application.**

Failure to follow the terms of this agreement and/or the requirements of Sections 77-6-208 and 77-6-212, MCA and ARM 26.3.146 and 147 subjects the entire lease/license to cancellation subject to the appeal procedures under Section 77-6-211, MCA. This pasturing agreement shall not be in force until completed, signed and approved by the Department of Natural Resources & Conservation. This agreement expires on or before February 28. Failure to annually renew the application may result in cancellation, as stated above. The pasturing agreement may only be in effect within the period between March 1 of the current year and February 28 of the following year. A separate pasturing agreement is required for each individual livestock owner and each lease/license.

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
Signature of Lessee/Licensee(s)

\_\_\_\_\_  
Livestock Owner

This agreement was signed (or acknowledged) before me on this date \_\_\_\_\_ by \_\_\_\_\_  
(Print Lessee name)

This agreement was signed (or acknowledged) before me on this date \_\_\_\_\_ by \_\_\_\_\_  
(Print Livestock Owner name)

\_\_\_\_\_  
Notary Signature (Seal)

\_\_\_\_\_  
Notary Signature (Seal)

**APPROVAL OF APPLICATION**  
(Department Use Only)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Director of Department of Natural Resources & Conservation \_\_\_\_\_

By: \_\_\_\_\_  
Land Use Specialist

## INSTRUCTIONS FOR FILING AN ANNUAL PASTURING AGREEMENT

For a pasturing agreement to be applicable, a lessee or licensee must personally retain management and physical control of the land and livestock associated with utilization of the Lease. Management includes but is not limited to: providing all costs for improvements; making all decisions regarding rotation or other placement of livestock; and making all decisions regarding proper range management, including placements of water, fencing and salt. For the Animal Unit Months (AUMS) utilized on the state land, a lessee may charge a management fee not to exceed the minimum per AUM rental set under Section 77-6-506, Montana Code Annotated (MCA). A pasturing agreement runs from March 1<sup>st</sup> through February 28<sup>th</sup>.

NOTE: One form can be used for multiple leases if the lessee and livestock owner are the same. Only one livestock owner per form is allowed. Any questions, call 406-444-2058.

### Lessee Section

1. Fill in agreement (lease) number, county lease is located in, Lessees complete address including phone number, brand (if no Brand state: "NO BRAND"), the total AUMs assigned to the lease and the AUMs to be utilized by this agreement.
2. Complete the legal description, section, township, range and acres of the applicable state land to be included in the pasturing agreement.
3. The management fee changes on an annual basis. You may obtain current fee information by contacting your local DNRC office or the office in Helena. A management fee may not be charged on AUMs not utilized.
4. Sign the form and have it notarized. All lessees listed on the lease must sign and have their signatures notarized.

### Livestock Owners Section

1. Fill in Livestock owners name, complete address and phone number. In the section provided for brand information, draw out the brand as it is seen on the livestock.
2. Sign the form under Livestock Owner and have it notarized.

Mail the completed form and the required filing fee (\$25.00) to:

**DNRC – Ag & Grazing Bureau  
PO Box 201601  
Helena, MT 59620-1601**

**Or take the completed form to your local DNRC office.**

Use of the lands shall not begin until final approval from the Department has been received.

### Pasturing Agreement Checklist

- Completed pasture agreement form
- \$25.00 application fee per form
- All necessary signatures and notary
- Brands drawn for both Lessee and Livestock owner



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Trust Land Management Division



GREG GIANFORTE, GOVERNOR  
DIRECTOR'S OFFICE (406) 444-2074

1539 ELEVENTH AVENUE  
PO BOX 201601

TELEFAX NUMBER (406) 444-2684

HELENA, MONTANA 59620-1601

Continuation of Signatures for Annual Pasturing Agreement: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

LESSEE/LICENSEE'S SIGNATURE (S)

LESSEE/LICENSEE'S SIGNATURE (S)

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

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

This agreement was signed (or acknowledged) before  
me on \_\_\_\_\_ by \_\_\_\_\_.

This agreement was signed (or acknowledged)  
before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

(SEAL)

\_\_\_\_\_  
(Notary Signature)

(SEAL)

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

SUBLESSEE'S SIGNATURE (S)

SUBLESSEE'S SIGNATURE (S)

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

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

This agreement was signed (or acknowledged) before  
me on \_\_\_\_\_ by \_\_\_\_\_.

This agreement was signed (or acknowledged)  
before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

(SEAL)

\_\_\_\_\_  
(Notary Signature)

(SEAL)