

EXAMPLE OUTFITTING SRUL



MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
SPECIAL RECREATIONAL USE LICENSE Number: SRUL-ELO-22011

The State of Montana, Department of Natural Resources & Conservation (Department), whose address is P. O. Box 201601, 1539 Eleventh Avenue, Helena, MT 59620-1601 and phone number is 406-444-2074, herein grants SAMPLE OUTFITTER (Licensee) a Special Recreational Use License (SRUL), to obtain the following-described rights for a limited term in the following-described lands, subject to all the terms and conditions hereof, including all administrative rules and statutes applicable to the use.

Licensee

SAMPLE OUTFITTER

ADDRESS

CITY, Montana 59000

406-123-4567

name@emailsample.email

Expiration Date: 12/30/2022

Period of Use: 9/1 - 12/30

Total Licensed Acres: 0.00

Authorized Activity: Outfitting: Hunting Only, Non-Exclusive

Department Field Office: DNRC Eastern Land Office 406-232-2034

Authorized Use Area: See Exhibit A.

Rent:

Annual Rent:

Payment of annual rent is required prior to license execution. A \$25 late fee will be assessed on all rent that is not received by the due date. Failure to pay rent as due, including any assessed late fees, will result in termination of this SRUL.

Insurance Required - Summary:

Proof of insurance is required prior to license execution. Licensee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Licensee or its officers, agents, representatives, assigns, or subcontractors. Details on this requirement are within General Term 14. Insurance Requirements.

General Terms:

Licensee acknowledges and agrees to the following terms and conditions:

1. This license is non-transferable and may only be used for the Authorized Activity upon the Authorized Use Area and is only valid during the Period of Use as described above. Licensee must have this SRUL in his/her/their possession when using state lands for the authorized activity and must present the SRUL to Department employees or law enforcement upon request. Only the Licensee or his/her/their authorized agent can book clients for the Authorized Use Area, and this SRUL may not be sublicensed or delegated to any other outfitter or guide.
2. **Responsibilities and Limitations:** Unless otherwise authorized, this SRUL is subject to the following responsibilities and limitations, in addition to all recreational use regulations provided in administrative rules and statutes:
 - Licensee accepts full responsibility for all fires that may result from this use and shall take all reasonable precautions to prevent and suppress fires.
 - Littering is prohibited. All garbage must be removed from the state land.
 - The use of fireworks is prohibited on state land.
 - All pets must be on leash, kenneled, or otherwise under the control of the recreationist when on state land.
 - Licensee will not cut or remove or allow to be cut or removed any timber from the premises without permission from Department.
 - Licensee will not disturb or remove or allow the disturbance or removal of any cultural, historical, or paleontological resources on these lands.
 - Department may assess a civil penalty of up to \$1,000 for each day of violation of this SRUL.

3. **Personal Property at Termination or Expiration:** Any personal property or fixture placed on or in the Authorized Use Area by the Licensee or their agents shall be removed immediately upon expiration or termination of the SRUL. Any personal property or fixture left on the Authorized Use Area after the expiration or termination of the SRUL shall become the property of the state of Montana. The Department shall have the authority to use all or part of any performance bond issued for this SRUL to fund reclamation and disposal of any property or fixture remaining on or in the Authorized Use Area. The Department shall have the authority to otherwise dispose of any property or fixture remaining on the Authorized Use Area at the termination of the SRUL. Licensee will not be entitled to any value received by the Department through disposal of any property or fixture remaining on the Authorized Use Area after expiration or termination. This subsection does not authorize placement of fixtures, improvements or personal property upon the Authorized Use Area that were not otherwise authorized.
4. **Noxious Weeds:** Licensee shall be responsible for controlling any noxious weeds introduced by Licensee's activity on state-owned land. Licensee's method of control must be approved by the Department's applicable regional office. Licensee shall comply with the Montana County Noxious Weed Management Act, § 7-22- 2101, et. seq. MCA. Only certified weed-seed-free hay may be used on state land.
5. **General Liabilities and Indemnity:** Licensee shall give reasonable notice to any employees, clients, participants, and/or other users of any risks that may be associated with use of the Authorized Use Area during or as a result of the permitted activity. Licensee shall be liable for any failure to provide such notice. Provided, however, that the Licensee is responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Licensee, to the extent allowed by law. Licensee agrees to assume responsibility for all claims and lawsuits, and shall be fully and completely liable to, and indemnify, defend and hold harmless, the Department from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the Authorized Use Area hereunder. Licensee further assumes responsibility for any damages to the surface lessee's, licensee's, or permittee's property that may be caused by Licensee's use of the Authorized Use Area. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless the Department and the State of Montana, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Licensees negligent acts, errors, or omissions in work or services performed under this SRUL, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.
6. **Access:** Access to state land is not implied, guaranteed, or authorized by issuance of this SRUL. Legal right of access on or over private, federal, or other lands to access the Authorized Use Area must be secured by and is the sole responsibility of Licensee. Nothing in this SRUL provides exclusive access to the Authorized Use Area.
7. **Right of Entry and Other Uses:** Department personnel, FWP Game Wardens and other law enforcement shall have a right of entry to the Authorized Use Area at any time and for any purpose allowed by law. Any other person with an active lease or license for the Authorized Use Area, shall have the right to enter the subject area at any time in accordance with the person's lease or license as applicable. This SRUL, whether exclusive or non-exclusive for the permitted activity, does not prohibit general recreational or other uses of state trust lands within the Authorized Use Area. For all SRUL's, including exclusive licenses, the Department reserves the right to issue other SRUL's for different uses in or on the Authorized Use Area.
8. **Road Use:** No off-road vehicle use is permitted unless specifically approved by Department in writing. Motorized vehicle travel upon state land is restricted to existing public roads and to roads which have been designated open or specifically authorized for use by the department under the terms of and subject to the conditions of this SRUL. Off-road use and use of non-designated or non-approved roads is strictly prohibited. Any designated approval applies only to that portion of the road located on state land and does not grant or imply use of any portion of the road which is not located on state land.
9. **Federal, State, or Local laws, Rules, and Regulations:** Licensee shall, in performance of activities authorized under this SRUL, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The State may audit or request from Licensee at any time a statement that it is fully compliant with all requirements of this Section. Failure to comply with applicable law, including but not limited to laws and regulations promulgated by Montana Fish, Wildlife and Parks may be cause for termination of this SRUL.
10. **Early Termination:** The Department may terminate or modify any terms of this SRUL at any time by providing ten (10) days' written notice. Licensee may voluntarily relinquish this SRUL at any time by providing written notice to the Department. If Licensee voluntarily relinquishes this SRUL, the Department is not obligated to refund any prepaid rent. If Department terminates or withdraws any portion of the Authorized Use Area prior to expiration, for any reason other than Termination for Cause, the Department will refund pro-rated prepaid rent for the unused period.
11. **Termination for Cause:** The Department may immediately terminate this SRUL prior to expiration for misrepresentation, fraud, or concealment of fact relating to the issuance of this SRUL or such facts if known would have prevented the issuance of this SRUL; use of the premises for purposes other than those herein authorized or any other misuse or abuse of the premises; for any violation of any term of this SRUL, including non-payment, or for any other reason which in the judgement of the department is necessary for the protection of the best interests of the State. Termination of this SRUL for reasons stated in this section will not entitle the Licensee to any refund of or exemption in the payment of rental fee stated.
12. **Condition of SRUL upon Expiration or Termination:** Licensee agrees to peaceably yield the Authorized Use Area subject only to its reclamation obligations.

13. **Reclamation:** Licensee will take all reasonable precautions to prevent or minimize damage to natural (e.g. vegetation, soil, water) resources within the Authorized Use Area. Upon termination of the SRUL by either party, or upon final expiration of the SRUL, Licensee shall reclaim any disturbed areas to the specifications of Department.
14. **Insurance Requirements:** Department may require Licensee to procure, maintain and keep in force a comprehensive or commercial general liability insurance covering claims arising out of the ownership, operation, maintenance, condition or use of the Authorized Use Area for personal and bodily injury and death, and damage to others' property. The policies and certificate of insurance shall name the State of Montana and the Department of Natural Resources and Conservation as co-insured/additional named insureds. No use pursuant to this SRUL is allowed until a copy of the Certificate of Liability Insurance has been submitted to the Department. Thereafter, during the Term, within 30 days of the renewal date of each policy or the issuance of a new policy, Licensee will deliver a copy of the latest proof of insurance to Department.

Signed this _____ day of _____, 20__

By: _____

Licensee, SAMPLE OUTFITTER

Signed this _____ day of _____, 20__

By: _____

Sample Document Only
DNRC Eastern Land Office 406-232-2034

Exhibit A: Authorized Use Area

County	TRS	Legal Description	Acres	Notes
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Total Acres: 0