



Commercial Use Permit

Authority: ARM 12.14.101 – 12.14.170; 23-1-105(1) MCA; and 87-1-301(1)(c) MCA

Form Revised: October 2014

Subject to provisions of the law and conditions listed below, permission is granted to the person named below to use lands under the control, administration, and jurisdiction of Montana State Parks for commercial activities specified in this permit.

| PERMITTEE INFORMATION | |
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| NAME OF PARK: Missouri Headwaters State Park | PARK REGION: Three |
| NAME OF PERMITTEE: Missouri Headwaters Gun Dog Club | NAME OF COMPANY OR ORGANIZATION: Missouri Headwaters Gun Dog Club |
| | WEBSITE (if applicable): |
| NAME OF OWNER OR PRIMARY CONTACT PERSON: Sam Robinson | PERMITTEE'S MAILING ADDRESS: P.O. Box 1094 Belgrade, MT 59714 |
| PHONE NUMBER: 406-556-4405 | PERMIT STATE DATE: Jan. 1, 2015 |
| EMAIL: | PERMIT END DATE: Dec. 31,2015 |
| Other Required Material ("X" means that permittee must provide Montana State Parks a copy before permit will be valid): <input checked="" type="checkbox"/> Liability policy that names Montana State Parks as additionally insured. See permit terms for more information. <input type="checkbox"/> Other: | |
| Permit is valid at the following location/facilities/sites: That portion of Missouri Headwaters State Park known as the "Horse Pasture". | GROUP SIZE: Club membership: 100 members |
| Brief description of authorized activities (include detailed information & park-specific information under Terms & Conditions): General individual dog training on a weekly basis, two training evaluation days per month and four club sanctioned field trials per year. | |
| PERMIT FEE INFORMATION | |
| Under the FWP Parks Division Commercial Use Fee Rule, the following fee structure(s) is/are applied: Fee is based upon entry of each member of the club to one event at \$3.00 per person for one special event. | Total Permit Fee Amount: \$300.00 Due Date(s): January 31,2015 ALL FEES PAYABLE TO MONTANA STATE PARKS. |
| If offering a fee adjustment downward or upward, briefly describe the justification for fee adjustment. In consideration for graveling and maintaining the access road, weed control and supplying and maintaining one portable latrine at the horse pasture for no cost to Montana State Parks, park manager is basing the permit fee on one event instead of four for the year. | |
| ALL PERMITTEES – SIGNATURE REQUIRED BELOW | |
| I acknowledge that I am required to comply with the requirements and terms of this permit. I agree to comply with Montana State Parks rules and regulations and I understand that failure to comply may result in a citation and/or the revocation of this permit. I further understand that the provision of false information, or the failure to keep this application or other permit information updated, are grounds for revocation of the permit. | |
| THIS IS NOT VALID UNTIL SIGNED BY THE PRMITTEE AND THE AUTHORIZED OFFICER! | |

You must have a copy of this permit on your person when conducting use.

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|---|--------------|
| Permittee's Signature: | Date: |
| Montana State Park Manager Signature: | Date: |
| Montana State Parks Contact (Name/Phone/Email): Dave Andrus, 406-285-3610, daveandrus@mt.gov | |

SEE ATTACHED TERMS & CONDITIONS FOR PERMIT REQUIREMENTS.

PERMIT TERMS AND CONDITIONS *****

The following terms and conditions govern use of this permit: See additional pages if box is checked

1. Permittee must comply with all FWP Rules and Regulations. Permittee agrees to pay the required fees by the deadlines established in this permit.
2. A violation of the commercial use rules or any other department rules, regulations, or policies may result in the revocation of the permit, filing of a complaint with the Montana Board of Outfitters, criminal prosecution, and denial of future permits.
3. Failure to comply with the terms of the permit may result in the revocation of the permit.
4. FWP may terminate or modify the terms or conditions of this permit at any time for cause.
5. Permittee is the only person authorized to use this permit. Permittee may not sell, lease, or rent the permit.
6. The permit is not transferable and is void when a business is sold or transferred. Upon the sale or transfer of a permitted business, the permittee shall notify the new owner that they are required to obtain a new commercial use permit.
7. If this box is checked, the permittee must possess and maintain liability insurance that co-insures the State of Montana and is effective for the dates of this permit. Permittee must provide FWP a copy of the policy or an Insurance Certificate before this permit is validated.
The minimum limits of liability insurance are as follows:
\$300,000 per single occurrence, and \$600,000 for the aggregate.
8. Permittee agrees to notify the department within 30 days of any change in address, change in insurance policy or workers' compensation status, or any other information identified in this permit.
9. Additional terms and conditions are as follows:

See Pages 3 & 4

FOR ADDITIONAL TERMS AND CONDITIONS OF PERMIT

TERMS AND CONDITIONS

- 1) This permit does not imply exclusivity to the club for the use of the Horse Pasture. The club or its members may not exclude the general public from entry or use of the Horse Pasture. Exception: Restricted Public use may be imposed within the defined field trial area, during one of the four field trial events.
- 2) The Gun Dog Club may ONLY utilize that portion of the Missouri Headwaters State Park known as the Horse Pasture for the purpose of conducting organized Field Trials and will not exceed (4) four two-day Sanctioned Field Trial events and (2) Training Evaluation days per month April through August, (Club Members Only) during any one calendar year. An event is defined as a licensed field or hunting trial. **A Training Evaluation day is defined as a Non-Sanctioned or Non-Licensed activity by club members only.**
- 3) A copy of this permit must be distributed to all members of the Missouri Headwaters Gun Dog Club so they are knowledgeable of the terms and conditions attached to the permit. All club members must individually abide by the permit terms and conditions or their privilege to use Missouri Headwaters State Park for dog training purposes will be revoked.
- 4) For the purpose of training dogs or allowing dogs off leash from January through December, Individual Club members and the general public may utilize ONLY the Horse Pasture while at Missouri Headwaters State Park.

5) **Live Ammunition:**

- a) No live ammunition may be discharged in areas of Missouri Headwaters State Park other than the Horse Pasture, April 1 to August 31. The use of poppers will be limited to the Horse Pasture and the gravel pit. The use of poppers in gravel pit area may only be used during the period of the first of April to the end of May.
 - b) Warning signs informing the general public that live ammunition is being used during field trials will be prominently posted around the perimeter of the Horse Pasture and in other locations required by the park manager.
 - c) The use of steel or non-toxic shot at Missouri Headwaters State Park is recommended and encouraged during all live fire situations.
 - d) All spent shot gun shell casings and wads will be picked up.
- 6) **General Individual Dog Training: Each individual dog / trainer must** obtain a Permit to Use Captive Reared Upland Game Birds for Dog Training from Region Three Headquarters of Fish Wildlife & Parks. **Note: This is a change from previous permit requirements.**
 - 7) **Club Sanction Field Trials:** The Gun Dog Club will provide by February 28th of each year, a calendar of Field Trial events, secure and submit for authorization through regional enforcement division of FWP all necessary permits.

- a) A representative of the "Club" must submit an "Application for Permit to Conduct Field Trial." For each of the four (4) organized field trial events to FWP's designated liaison, under this permit. Required information to be included is the name of the field trial event, names of event organizer(s), and contact phone numbers.
- 8) **Release of Live Birds** The release of live birds is restricted to the Horse Pasture. The release of live birds outside of above described areas under this permit is prohibited.
- 9) Public Vehicle travel will be limited to the southeast ingress and egress gate location in the Horse Pasture. Indiscriminate motor vehicle travel is prohibited in the Horse Pasture and pit area will be closed to all motor vehicle travel to prevent the spread of noxious weeds. All other gates located on the perimeter of the Horse Pasture at the southwest and northwest corners of the Horse Pasture will remain locked during training and field events. The Gun Dog Club is prohibited in the use of Off-Highway vehicles as defined under Montana Statute, Title 23-2-811, beyond designated road and parking areas within that area known as the Horse Pasture. The only exceptions to this rule will be to provide reasonable accommodations to people with disabilities and for administrative access, which must be approved in advance and in writing, on a case-by-case basis by the park manager
- 10) Camping is prohibited within the Horse Pasture, which is designated as a Day Use only area. The Park Manager may allow no more than two individuals to camp in the horse pasture parking area during field trials to provide security for stored equipment and trial stations. Individuals or groups not affiliated with Missouri Headwaters Gun Dog Club may NOT use the pasture area for camping during a Field Trial. Furthermore, the Gun Dog Club may NOT authorize groups not affiliated with the Missouri Headwaters Gun Dog Club to camp in the Horse Pasture area.
- 11) The Gun Dog Club may have no more than two utility trailer units located at the south east ingress area for the purpose of securing equipment used at the time of approved Field Trials.
- 12) AREA RESTRICTION; Field trials and training activities are restricted to the south two thirds of the Horse Pasture. The northern portion of the pasture as posted is a restricted Safety Zone for the use and security of FWP livestock (horses). Hunting and organized dog training, defined as a structured or planned session, is prohibited year round in the Safety Zone.
- 13) The permit may be canceled at any time upon thirty days written notice should cancellation be deemed in the best interest of the Missouri Headwaters State Park and/or Montana Fish, Wildlife & Parks.