Form WIA 2009--replaces previous WIA contract forms

HUNTING ACCESS & HABITAT CONTRACT
SOUTH DAKOTA DIVISION OF WILDLIFE
GAME, FISH AND PARKS DEPARTMENT

Office Use Only	
County	
Date	
Number	

This CONTRACT is between the South Dakota Department of Game, Fish and Parks, called the *Department*, and,

Cooperator _____ Address _____ City _____ State _____ Zip Code _____

called the *Cooperator*. The purpose of this contract is to provide hunting access on _____ acres of land in _____ County, South Dakota. Cooperator's Phone Number: _____

1. Record the legal description(s) and mark the location(s) of the project area(s) in the following boxes:

T.			T.			T.			T.			T.		
R.			R.			R.			R.			R.		
S.			S.			S.			S.			S.		

2. Type of hunting access project (check appropriate box):
   ☐ Season-long; ☐ Delayed opening; ☐ CRP retention payment; ☐ Other: _____
3. The Cooperator agrees to:
   (a) Permit hunting access on _____ acres as described above for _____ year(s) beginning on the first day of July and ending on the last day of June each year from _____ through _____;
   (b) Maintain wildlife habitat condition at a level suitable to provide quality hunting opportunities;
   (c) Provide only foot-traffic hunting access except on designated trails for all hunters;
   (d) Protect habitat from mowing, grazing, burning and other practices that significantly reduce habitat quality;
   (e) Allow the Department reasonable vehicle access to the above described lands to place and maintain boundary signs; and
   (f) Notify any tenant(s) that the above land will be enrolled in the Walk-In Area program, and by his/her execution of this agreement, the Cooperator hereby warrants and assures the Department that such notice has been given.
   Cooperator initials here _____ that they have read and understand terms of line 3f.
   (g) _____
4. The Department agrees to:
   (a) Pay the Cooperator _____ for hunter access plus $5 for each acre of the _____ acres of permanent habitat that is NOT mowed, grazed nor otherwise disturbed for the duration of the growing season prior to and during each hunting season. The maximum annual habitat payment is _____. The maximum annual total payment is _____.
   (b) Pay the Cooperator a one-time amount of _____ for enrolling _____ acres of CRP in the WIA program for all of _____ complete hunting seasons remaining on the Cooperator's CRP contract. If, for any reason (including, but not limited to those listed in paragraph 5), this agreement is cancelled prior to the contract termination date described in clause 3a, this one-time payment must be repaid in full.
   Cooperator initials here _____ that they have read and understand terms of the repayment requirement outlined in 4b for early contract termination.
   (c) Provide signs, and posts and fencing materials for boundaries, parking areas and designated trails as needed;
   (d) Make public the exact locations of contracted land, and
   (e) _____
5. Conditions, circumstances and activities that may result in the cancellation of this Contract or result in decreased payment rate:
   (a) Change in land ownership;
   (b) Significant decline in habitat conditions (including CRP haying and grazing) caused by or allowed by the Cooperator;
   (c) If funding for this project is discontinued or if expenditure authority is terminated. Termination for this reason is not a default by the Department, nor does it give rise to a claim against the Department.
6. All signs, posts and other materials remain the property of the Department. If the contract is terminated early, then the Cooperator is responsible for removing signs & posts and returning them to a local GFP representative.
7. This Contract can be terminated at any time by either party upon 30 days written notice. In the event of termination, any unearned payment or portion thereof shall be returned to the department.
8. This Contract can be amended at any time upon written agreement by the Cooperator and the Department.
9. This Contract and its attachments contain all the agreements between the parties. All other prior communications and representations concerning the subject matter of this Contract are superceded by the terms of this Contract.
10. No person shall be excluded from participation in this program on the basis of race, color, or national origin.
11. The Cooperator certifies that Cooperator owns and/or leases the contracted areas, including all hunting rights, and will not surrender any portion of these hunting rights to any person or entity during the term of this contract.
12. Lands covered under this contract are open for hunting only within season dates, shooting hours and bag limits of the species being hunted as established by the State of South Dakota.
13. GFP is not leasing the fishing or trapping rights. Fishing and trapping are allowed by landowner permission only.

Department Representative's Signature _____ Date	Cooperator's Social Security Number or Business Identification Number
Program Coordinator's Signature _____ Date	Cooperator's Signature _____ Date