

**SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS (GFP) / PRODUCER  
COOPERATIVE WILDLIFE DAMAGE MANAGEMENT AGREEMENT**

- PLEASE PRINT -

Producer's Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_ Land./Oper. (LO) or Oper. (O) \_\_\_\_\_  
Telephone (H) \_\_\_\_\_ (W or C) \_\_\_\_\_ Region \_\_\_\_\_ Primary Management Species \_\_\_\_\_  
Description of Damage \_\_\_\_\_



**BIG GAME PROTECTIVE FENCING PROJECT**

*(To be implemented by the producer. Not for Canada goose depredation or deer/elk stackyards.)*

YEAR _____	<b>GFP COST-SHARE</b>		
	<b>FENCE TYPE</b>	<b>MATERIALS</b>	<b>LABOR</b>
check appropriate box <input type="checkbox"/>	temporary (electric)	100%	extension only
<input type="checkbox"/>	permanent (electric or mesh)	100%	50% labor
<input type="checkbox"/>	elk cable	100%	extension only
<input type="checkbox"/>	other	-- case by case evaluation --	
Land Description(s) (carry out to 5 decimal places): Latitude _____ Longitude _____			
A. GFP agrees to cost-share with the cooperator and reimburse for materials and labor as follows:			
<u>PRACTICE DESCRIPTION (include fence length)</u>	<u>ESTIMATED COST OF MATERIALS</u>	<u>GFP COST-SHARE FOR MATERIALS</u>	<u>GFP COST-SHARE LABOR INCENTIVE</u>
_____	_____	_____	_____
_____	_____	_____	_____
<b>TOTAL GFP PAYMENT (INCLUDING COST-SHARE FOR MATERIALS AND LABOR INCENTIVE)</b>		<b>\$</b>	
<b>(NOT TO EXCEED \$5,000.00 EXCEPT FOR ELK-THEN \$10,000.00 MAX.)</b>			
B. Producer agrees to carry out the following practice (to include purchase, installation, maintenance, storage obligations & duration):			
_____			
_____			

**AGREEMENT**

1. The Producer understands the terms of this contract are not in effect pending project review, approval by supervisory staff, and final signature by the Wildlife Division Director.
2. Payment will be made only after the receipt of signed invoices and appropriate department staff has inspected the completed project.
3. The Producer assumes all responsibilities for purchase, placement, monitoring, maintenance, removal and storage of materials.
4. The Producer understands and acknowledges the materials purchased as part of this cooperative agreement are to be used for **wildlife depredation management purposes only** and are not to be sold, resold, loaned, transferred or bartered.
5. The Producer understands that funding for protective fencing projects and other GFP wildlife damage management programs is derived primarily from the sale of hunting licenses. Hunting is also recognized as the most effective and cost efficient method to manage populations and minimize damage. **For these reasons and considerations received by GFP, the Producer agrees to allow reasonable, free public hunting access to non-family members who obtain proper permission.**
6. The Producer agrees **NOT to charge any person or entity a fee or payment for hunting access for deer and/or elk** (i.e. specific to the species which is causing the depredation problem).
7. The Producer agrees to allow GFP employees the right to access said property for inspection and verification of contract provisions.
8. Change in ownership of the contracted area or failure to comply with the provisions of the contract shall be cause to terminate this agreement. In addition to termination of the agreement, any unused materials and unearned payments shall be returned to the department.
9. The Producer agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability, or other proceedings which may arise as the result of the negligence, misconduct, error or omission of Producer or any officer, agent, or employee of Producer.
10. By entering into the terms of this agreement, the Producer understands and acknowledges that the State of South Dakota assumes no financial obligation, responsibility, or liability for any damage or damages caused by free-roaming wild animals.

**SIGNATURES**

_____/_____ GFP Local Representative(Sign)	PRINT	_____ Date	_____/_____ Producer (Sign)	_____ Date
*** PLEASE ATTACH AERIAL PHOTO, W9 FORM, SHORT PROJECT SUMMARY AND SUBMIT TO REGIONAL OFFICE ***				
GFP Regional Wildlife Manager		_____ Date		
Wildlife Division Director/ Asst. Director		_____ Date		

Revised 3/2015

SAMPLE