

FWP Restricted Use Permit Terms and Conditions:

Restricted Use Rivers

The following terms and conditions apply to all Restricted Use Permits authorizing commercial use on the following restricted use rivers: Alberton Gorge (Clark Fork), Beaverhead, Big Hole, Blackfoot, Madison and Smith. FWP may identify special terms and conditions for each river – see Additional Terms and Conditions at the conclusion of this form. A person receiving a Restricted Use Permit agrees to abide by all of the terms and conditions listed.

1. The permittee shall comply with all Federal, State, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Restricted Use Permit.
2. A violation of FWP rules and/or the terms and conditions of this permit may be punishable by citation and/or permit suspension or revocation. Causes for disciplinary action include but are not limited to violation of FWP rules, violation of permit terms and conditions, failure to submit required permit fees or records by the stated deadline, and falsifying of records.
3. Use reports and any outstanding permit fees must be submitted to FWP no later than December 31 of each year (Exception: Smith River). Failure to submit use reports or permit fees by the stated deadline may result in a \$50 penalty and/or citation. FWP will not issue a new permit until all required use reports and owed fees are submitted.
4. The permittee shall ensure that all persons operating under the authorization of this permit have obtained all required Federal, State, and local licenses or permits. The permittee is responsible for ensuring that all agents of the permittee comply with the terms of the permit. The permittee shall make every reasonable effort to ensure compliance with these requirements by all clients, customers, participants, or spectators under the permittee's supervision.
5. Fishing and hunting outfitters and guides operating under this permit must be licensed by the Montana Board of Outfitters. The commercial use authorized by this permit must be identified in the licensed outfitter's Board of Outfitters Operations Plan prior to conducting commercial services.
6. All guides employed or contracted by the permittee must have a valid FAS Permit.
7. The permittee must possess and maintain workers' compensation insurance for all people employed by the permittee during the terms of this permit. Independent contractors utilized by the permittee must have a valid Independent Contractor Exemption Certificate. The permittee and Independent Contractors providing services authorized by this permit must comply with State of Montana Worker's Compensation laws. This can be accomplished through purchasing a Worker's Compensation insurance policy, having an exemption under the law, or obtaining an Independent Contractor Exemption Certificate. Contact the Montana Dept. of Labor and Industry for specific details at 406-444-2840.
8. The permittee must possess and maintain a general liability policy that names the State of Montana - FWP and United States Government – BLM as additionally insured. Permittee must provide FWP a copy of the policy or Insurance Certificate when submitting their permit application. Permittees shall have and maintain a general liability insurance policy with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
9. The permittee will provide for the safety and well being of the public participating in the activity. This includes having adequate first aid and safety equipment on hand while performing the permitted activities.
10. The permittee must notify the nearest FWP or BLM regional office within 24 hours of any observed hazards, safety problems, accidents or incidents.
11. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the FWP or BLM may be included in advertising

materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by FWP or BLM. The permittee may not portray or represent the permit fee as a special State tax charged to the user. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.

12. The permittee must display an FWP-provided identification tag on watercraft used during the period of authorized use, or on their person in the absence of watercraft. The permittee must present a copy of the Restricted Use Permit to an authorized representative or law enforcement personnel upon request.
13. The authorized officer, or other duly authorized representative of FWP or BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to 3 years after the expiration of the permit.
14. The permittee is at all times responsible for the actions of him/herself, employees, clients, contractors, participants and guests on both public and private lands.
15. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on FWP or BLM lands. Upon leaving, the lands must be restored as nearly as possible to preexisting conditions.
16. All garbage shall be packed out by the permittee or deposited in agency provided receptacles.
17. No historic or cultural artifacts will be disturbed or removed on public lands.
18. The permittee will ensure that special natural features, such as but not limited to bald eagle nests, heron rookeries, and other wildlife and wildlife habitat are observed from an appropriate distance and left undisturbed.
19. FWP and BLM reserves the right to alter the terms, conditions, or stipulations of a permit at any time for reasons such as significant policy changes, administrative procedure changes, stipulation changes, impacts to resource values, user conflicts, etc.
20. This Restricted Use Permit 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 permit.
21. 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.

Additional Terms and Conditions:

22. Glass containers are prohibited on the Blackfoot River, within the Blackfoot Recreation Corridor and at public access sites.
23. Permittees shall participate in data collection and reporting programs as implemented by FWP and or the BLM.
24. The permittees will observe the group size limits as specified in the FWP Biennial Fee Rules.
25. Camping is prohibited in the Blackfoot Recreation Corridor, except in designated campsites with reservations and permit for those sites.
26. Unless expressly stated the permittee does not have an exclusive right of use of an area. The permittee shall not interfere with other valid uses of Federal lands or State waters by other users. The United States reserves the right to use any part of the area for any purpose.
27. No flowers or other plants will be picked or otherwise disturbed by group members.
28. No fires are permitted outside of the metal fire rings located in designated campgrounds.
29. The permittee must assume responsibility for inspecting the permitted area for any existing or new hazardous conditions (e.g., landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, or other hazards) that present risks for which the permittee assumes responsibility.