

**The Idaho Department of Fish and Game considers the following document to be an agency guidance document for purposes of Idaho Executive Order 2020-002. The guidance document is not new law; it is the Department's interpretation or implementation of existing law.**

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## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

Revision Date: April 2013

Farming on a sharecrop basis and grazing of domestic livestock can be a cost-effective method of accomplishing habitat management goals and objectives on Idaho Department of Fish and Game (Department)-managed lands. The purpose of this document is to ensure good and sound decisions regarding the use of Department-managed lands and to provide guidance and direction in leasing Department-owned and/or managed lands to a second party. These specific procedures are intended to be all-inclusive for writing agreements on Department-managed property. This document does not apply to conservation easements on private lands.

Sections contained herein will assist field personnel on proper procedures, guarantee a complete central filing of all pertinent information, ensure proper credit is given, and receipts are accounted for and deposited in the correct Department accounts.

#### A. DEFINITIONS

**Agreement** means a legally signed document conveying to an interested second party some interest in a specific parcel of land, for a specified purpose, for a specified term, and for a specified amount of return to the Department.

**Competitive Bidding Process** means that **all** parties who are interested in a specific agreement offered by the Department are given an equal opportunity. **All** bidders must bid on the same terms and conditions. The selection of the successful bidder is made on the basis of the **greatest benefit** to the Department and to the fish and wildlife resources.

**Term of Agreement** means the dates when the Lessee may initiate agreed-to actions and when the Lessee must complete the agreed-to actions. The **maximum** term is three years and may be renewed for one term, providing the Lessee has conformed to all conditions of the initial agreement. Both parties must agree, in writing, to the renewal. The agreement must be re-bid and re-issued at the end of the second term. One-year agreements can be renewed to a **maximum** of three years, and then must be re-bid and re-issued. Any renewals of the agreements must be in writing and signed by both parties. Renewals must be with the existing Lessee and the terms and conditions must remain the same.

**Lessee** means the individual to whom the lease is made.

**Lessor** means the Idaho Department of Fish and Game.

**Service Payment** means an alternative method of paying for the use of Department land specified in the agreement. The value of the service must be documented and the service must be provided to the Department. Service is limited to activities, which will enhance or improve fish and wildlife habitat or enhance or improve Department property and must be **directly related** to the purpose of the agreement and objectives of the management or habitat area.

Examples include:

1. Sharecropping agreement where a portion of the crop is left for wildlife food and cover.
2. Grazing agreement; which helps achieve Department objectives and which requires



## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

fence maintenance and/or construction to control livestock movement.

3. Labor, materials, equipment use, and supplies for specific projects identified in the agreement; i.e. water developments, permanent wildlife cover plantings.

**Sealed Bid** means an individual offer of cash or service in payment for use of Department property. The offer must be enclosed in an envelope to be opened on a specified date by the Department. If there are no bidders, the Department is authorized to negotiate with an interested party. The negotiations must be essentially on the same terms as the original request for bids.

**Cash Payment** means a method of paying for the use of Department property by personal check, money order, or cashier's check.

**Cash rent** means an amount of money specified in the agreement and is to be paid by the Lessee to the Department for the use of Department property.

### B. KINDS OF AGREEMENTS

**All agreements** involving Department-owned or managed lands **must be in writing and signed by a Department representative** (Regional Supervisor or Wildlife Bureau Chief) **and the Lessee** in order to be valid.

Any past or present verbal agreements, contracts, amendments, or anything similar are now and will be considered **null and void** and of no effect upon the Department or the second party.

Upon the expiration of existing written agreements, licenses, leases, or contracts, they are to be **re-bid** following the procedure contained herein.

### C. APPROVAL

**Prior** to implementation, all new sharecrop, grazing agreements, and custom-farming contracts must be submitted to Wildlife Bureau for review. This procedure **does not** apply to agreements that are eligible for renewal under the same terms and conditions.

### D. LEASE GUIDELINES

#### General:

1. **All** farming, sharecropping, and grazing practices on wildlife management areas (WMAs) and wildlife habitat areas (WHAs) will conform to the approved area management plan, Department policy plan, and the respective Department five-year species plan. **All** agreements must be designed to benefit and achieve the specific objectives of the WMA or WHA.
2. No farming or grazing will be authorized **except** as provided in a detailed agreement which has been approved by the Wildlife Bureau, Administration Bureau, and by Legal. **No** farming or grazing activities will be allowed **until the Lessee and the regional**



## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

#### **supervisor sign the agreement.**

3. Advertising for bids for a land treatment project will be done **at least** three times in the most popular local newspaper 60 days **prior to** the start of the treatment project. The advertisement will be in general terms, but the bid form will provide specific details. The assigned Regional Wildlife Habitat Manager and Regional Wildlife Habitat Biologist will be responsible for recommending an appropriate Lessee from the qualified bidders to the Bureaus of Wildlife and Administration for **final** approval.

If there is no response, the region is authorized to negotiate with an interested party in the proposed treatment. The proposed negotiated agreement will be submitted to the Wildlife Bureau for review and final approval.

4. **Commercial operations of any type** by Department personnel on Department lands **will not be allowed**. Gardening will be limited to the immediate needs of personnel residing on Department lands and within the authorized safety zone around their residence (safety zones are to be authorized by the Regional Supervisor or the appropriate Bureau Chief).

When approved, Department personnel who reside on Department lands may keep grazing livestock (cows and/or horses), and family pets (dogs and/or cats). Personnel are to adhere to the Department's housing policy HR-28.0.

#### **Farming - Sharecropping**

1. Farming on Department administrative lands (regional offices, fish hatcheries, conservation officer residences, etc.) is permitted, providing the herein-described procedures are followed. Cash-rent farming may be permitted on administrative lands and public access areas.
2. Farming on WMAs and WHAs will be done by Department personnel within the current limits of project manpower, equipment, and budget. Farming beyond these limits may be accomplished through a crop-sharing agreement. If this is unreasonable, a contract may be developed with a custom farmer (see Contract Farming for details). There will be **no** cash-rent farming on WMAs or WHAs.
3. Lands on WMAs and WHAs, which are not set aside for planned farming operations and outside of safety zones will be developed and managed for the optimum wildlife habitats that achieve management goals. Management of permanent cover may include vegetation removal. Removal will be made only if not critical to resident wildlife and on a rotational basis, with no more than a third of the permanent cover on the WMA removed in any one year. Control of noxious weeds and maintenance of dikes and canals may necessitate exceeding this limit.
4. **All** farming will be done by the most energy-, soil-, and water-efficient methods that favor project objectives. Conservation tillage is encouraged, as is leaving crops standing for more than one year (if they still meet management objectives). **No** fall plowing or tillage



## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

that leaves the soil surface bare of a vegetative cover will be allowed, unless approved by the regional supervisor and the Wildlife Bureau. Use of commercial fertilizer is permissible.

5. Noxious weeds listed by the Idaho Department of Agriculture will be controlled, where economically feasible, and will be an integral part of any Department farming or land management program.
6. **All** crops, including row crops, grain, and hay, to be shared with a Lessee, will be shared in each field or, in the case of small plantings, sharing can be by separate fields, provided the Department receives a **minimum** of one-third (1/3) of the production. If not essential for the attainment of management goals or use by the Department, the Department's share of a harvestable crop may be exchanged with the Lessee to accomplish other wildlife benefits, according to the terms and conditions of the sharecrop agreement. These benefits must equal one-third (1/3) of the value of the crop produced.

**Exception** to the one-third guideline: If advertising the agreement fails to produce a qualified bidder, an agreement that returns less than one-third share may be negotiated. The regional supervisor and the State Habitat Manager must approve the negotiated agreement.

7. Grain stubble will be cut as high as possible and left over winter, or until the time of planting the next crop, to provide **maximum** hunting cover, nesting cover, and roosting areas.
8. The Department's share of the grain and corn on pheasant and duck production units will be left until March 1 or until the field is prepared for the next crop. Grain and corn may be left standing more than one year if it still provides food and cover and meets the objectives of the WMA or WHA plan.
9. The first cutting of hay on a pheasant or duck production unit shall be made **no** sooner than two weeks **after** the normal peak of pheasant and/or mallard hatching on that WMA or WHA. Any second cuttings should be done as early as possible in order to provide for some regrowth prior to winter.

### Custom Farming

1. Contracts for custom farming will **not** exceed three (3) growing seasons.
2. All farming contracts with custom farmers must be submitted to the Wildlife Bureau for review and approval. Proper bidding procedures must be followed. Renewal of previously agreed to and approved contracts will **not** require additional approval.

### Grazing

1. Livestock grazing may be considered an integral part of a land treatment project when it



## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

is deemed to be the best approach in achieving project objectives. Grazing shall **not** detract from the goals and objectives of the WMA or WHA.

2. Previous-year crop residues may be removed by livestock grazing **after** March 1 of each year.
3. Wildlife food plots will **not** be grazed **prior** to March 1.
4. **Minimum** acceptable bids for grazing on Department property will be at rates established annually by the Idaho State Land Board for dry grazing and by the University of Idaho Agriculture Extension Service for irrigated and sub-irrigated pastures.
5. The number of animal unit months, numbers of livestock, and lengths of grazing seasons will be closely monitored. **Utilization** shall **not exceed** 50% on key perennial browse, forbs, and grass species. **Irrigated** pastures managed for goose pasture **may exceed** the 50% limitation.
6. Grazing within the riparian areas will be allowed, but **closely** monitored to prevent damage to vegetation and stream banks. A **minimum** of 4-to 6-inch stubble height shall be left on herbaceous vegetation in riparian zones. Livestock watering devices and handling facilities will be developed **outside** of the riparian zone.
7. Livestock salting sites **must** be approved by the Department. Salting containers or structures **must** be approved by the Department **prior to installation**.

### E. PROCEDURE

The following outlines the areas of responsibilities and the procedures to be followed when preparing a grazing and/or sharecrop agreement on Department-owned or managed lands. Due to the amount of time involved to obtain a final document, a **minimum** of 90 days prior to the beginning of the agreement should be allowed.

#### 1. **Regional Wildlife Habitat Biologist** shall:

The assigned Regional Wildlife Habitat Biologist (RWHB) will evaluate all aspects of the proposed land treatment project, determine wildlife and public use values, and then initiate, prepare, and submit to the regional wildlife habitat manager, in memo form, a proposed land management treatment. The RWHB will attach to the memo a draft agreement, a draft advertising notice, and a draft invitation for sealed bids. The memo is to include:

- a. How proposal meets objectives of the area management plan, Department policy, and five-year species plan.
- b. Justification for the land treatment.
- c. Term--beginning and ending dates.



## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

- d. Number of acres involved and area to receive treatment; include legal description and map.
- e. Type and number of livestock.
- f. Number of animal unit months (AUMs).
- g. Dates of authorized grazing periods or use of the property.
- h. Type of crop(s) to be grown.
- i. List and value any acceptable services, if in lieu of cash payments.

Upon receipt of an approved agreement, the RWHB will obtain the Lessee's signature. He will ensure compliance of the agreement, report any noncompliance to his immediate supervisor, and cooperate with his supervisor in addressing any problems with the Lessee.

#### **2. Regional Wildlife Habitat Manager shall:**

- a. Ensure the proposed land treatment meets the objectives and goals of the area management plan.
- b. Review the agreement with the Regional Supervisor.
- c. Submit a Notice for Bids, Bid Form, and Draft Agreement with a lease review cover sheet to the Wildlife Bureau.
- d. Make any necessary corrections to a second draft, as recommended by the Wildlife Bureau.
- e. Advertise for competitive bids in local newspapers for **at least** three weeks.
- f. Review bids, ensure adequate return in cash or services to the Department, and prepare final document, including cash values and service values.
- g. Recommend to the Wildlife Bureau an appropriate Lessee from the qualified bidders.
- h. Submit final document to the Wildlife Bureau for review and approval.
- i. Ensure compliance by the Lessee.

#### **3. Wildlife Bureau shall:**

- a. Review proposal to ensure it meets goals and objectives of:
  - 1) Area management plan.
  - 2) Department policy plan.



## IDAHO DEPARTMENT OF FISH AND GAME

### Department Managed Lands Leasing PROCEDURE NO.: WLD-2.0

- 3) Department five-year species plan.
  - b. Evaluate the proposal to ensure the Department receives a fair return in cash or services.
  - c. Obtain Administration Bureau and legal review of draft agreement.
  - d. Return proposals to region for advertising, etc.
  - e. Review final document.
  - f. Return document to region for signature of Lessee.
4. **Legal** shall:
  - a. Review draft documents for legal content and return to the Wildlife Bureau.
  - b. If necessary, review final document.
5. **Administration Bureau** shall:
  - a. Review the draft documents for proper bidding procedures and contents.
  - b. Return the documents to the Wildlife Bureau.
  - c. Approve successful bidder and final agreement, and return to the Wildlife Bureau.

#### **D. DISTRIBUTION**

Distribution of the final document will be as follows:

1. Two signed originals; one for the Lessee's file, one for the Administration Bureau.
2. Three photocopies of the signed originals; one for the regional office, one for the RWHB, and one for the Wildlife Bureau.





IDAHO DEPARTMENT OF FISH AND GAME

Department Managed Lands Leasing  
PROCEDURE NO.: WLD-2.0

EXAMPLE

HILLS RIVER WILDLIFE MANAGEMENT AREA  
GRAZING/FARMING BID FORM

The Idaho Department of Fish and Game (Department) owns and/or controls lands within Payette County, Idaho, known as the Hills River Wildlife Management Area (WMA). The Department offers an agreement for domestic cattle grazing and sharecropping for the 1995 season. **The agreement may be renewed for two (2) additional seasons, providing all terms and conditions have been met. Renewal must be in writing and signed by both parties.**

The offer is for domestic cattle grazing and sharecropping and will be awarded to the highest qualified bidder, based on the bid that returns the highest monetary return to the Department. The minimum acceptable bid is \$5.15 per AUM for cattle grazing. The successful bidder must agree to follow the terms and conditions of the attached 1995 GRAZING AND SHARECROPPING AGREEMENT. Failure to follow the terms and conditions may result in the termination of the agreement.

All sealed bids are to be submitted in bid envelopes and on bid forms provided by the Department. Bids will be received until 4 PM, January 15, 1995, at the Southwest Regional Office, 3101 South Powerline Road, Nampa, Idaho, 83686. The Department reserves the right to reject any or all bids.

1. **Grazing:** The successful bidder will be allowed to graze a **maximum** of 30 head of domestic cattle for a **maximum** of 195 AUMs in the areas and during the grazing periods specified below. An AUM will equal one mother cow and nursing calf up to six (6) months of age.

A. Muskrat Segment - 135 AUMs  
April 15 to August 31 of each year  
Bid \_\_\_\_\_ per AUM  
135 AUM x \$\_\_\_\_\_ per AUM = Total \$\_\_\_\_\_

B. Huron Segment - 60 AUMs  
January 1 to February 28 of each year  
Bid \_\_\_\_\_ per AUM  
60 AUM x \$\_\_\_\_\_ per AUM = Total \$\_\_\_\_\_

2. **Sharecropping** - The successful bidder will prepare the soil, provide the seed, fertilize, plant at the specified seeding rates, and irrigate 60 acres of corn and 40 acres of winter wheat in areas specified by the Department. Fertilizer will be applied as follows: 10% nitrogen, 10% phosphorus, 10% potassium, and at the rate of 60 pounds per acre. The Department will retain a minimum of one-third (33%) of the crops produced. The Department's share is to be left standing in the field for wildlife food and cover. The Department will provide the irrigation water and the gated irrigation pipe.



IDAHO DEPARTMENT OF FISH AND GAME

Department Managed Lands Leasing
PROCEDURE NO.: WLD-2.0

A. Plant 60 acres of corn at the seeding rate of 40 lbs. per acre.

Bidder's Share \_\_\_%
Department's Share \_\_\_%
100%

B. Plant 40 acres of wheat at the seeding rate of 45 lbs. per acre.

Bidder's Share \_\_\_%
Department's Share \_\_\_%
100%

3. Boundary Fence Construction - The successful bidder will construct and provide all tools and equipment to build one-half (2) mile of boundary fence for each year of this agreement. Design, specifications, and all fencing materials will be provided by the Department.

Bid \_\_\_ per linear foot
\$/linear foot x 7,920 linear feet (1 2 miles) = \$\_\_\_\_\_

4. Permanent Nesting Cover - The successful bidder will prepare the soil, plant, and irrigate 20 acres of permanent nesting cover on the herein described property. Exact locations are to be determined by the Department. The Department will provide the grass-legume seed mixture, irrigation water, and pipe.

Bid: Plowing \_\_\_ per acre
Disc and Harrow \_\_\_ per acre
Drill Seed \_\_\_ per acre
Corrugate \_\_\_ per acre
Irrigate \_\_\_ per hour

I, \_\_\_\_\_, have read the attached agreement and specifications and submit the above bids. I affirm I have good and operable equipment, and will perform required tasks in a workmanlike and timely manner.

Submitted by:

Print Name

Date

Signature



**IDAHO DEPARTMENT OF FISH AND GAME**

**Department Managed Lands Leasing  
PROCEDURE NO.: WLD-2.0**

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Telephone Number



IDAHO DEPARTMENT OF FISH AND GAME

Department Managed Lands Leasing  
PROCEDURE NO.: WLD-2.0

LEASE REVIEW

Proposal Identification \_\_\_\_\_

Date \_\_\_\_\_ Prepared by \_\_\_\_\_

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Region Review:	By:	Date	Comments
Regional Habitat Biologist	_____	_____	_____
Regional Habitat Manager	_____	_____	_____
Regional Supervisor	_____	_____	_____
Forward To Wildlife Bureau	_____	_____	_____

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Wildlife Bureau Review:	By:	Date	Comments
State Land Manager	_____	_____	_____
Bureau Chief	_____	_____	_____
Forward to Legal	_____	_____	_____

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Legal Review:	By:	Date	Comments
Deputy Attorney General	_____	_____	_____
Forward to Administration	_____	_____	_____

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Administration Bureau:	By:	Date	Comments
Purchasing	_____	_____	_____
Return to Wildlife Bureau	_____	_____	_____



IDAHO DEPARTMENT OF FISH AND GAME

Department Managed Lands Leasing  
PROCEDURE NO.: WLD-2.0

EXAMPLE

HILLS RIVER WILDLIFE MANAGEMENT AREA  
Sharecrop-Grazing Agreement  
1995 to 1996

This agreement made and entered into between the Idaho Department of Fish and Game (hereinafter Department) and Harry Flybnight (hereinafter Lessee) of PO Box 001, Tenbuck Two, Idaho, 83600, is made in reference to the following facts:

**RECITALS**

- A. The Department owns or controls the following real property in Payette County, Idaho (hereinafter the property) and is known as the Brushy Islands on the Hills River Wildlife Management Area (WMA). It is further described as: T9N, R45E, B.M.

Section 29, all, known as the Marsh Segment;  
Section 28, N2NW3, SW3NW3 known as the Muskrat Segment;  
Section 33, NE3NW3, SW3NE3, NW3NE3 known as the Huron Segment.  
Total Acres: 880

- B. The Lessee desires to graze and sharecrop said property and agrees to comply with the conditions and covenants contained herein.
- C. The Department desires to manage the property for wildlife habitat by using domestic cattle as a management tool. An expressed objective is to maintain riparian and upland habitats in good-to-excellent condition through rest/rotation grazing management.

**SECTION ONE**  
**Grant of Agreement**

- A. The Department grants to the Lessee a right to graze a maximum of 30 head of domestic cattle with nursing calves up to six (6) months of age on the following described property and during the specified time periods:

Muskrat Segment from April 15 through August 31 and for each year as specified in Section Three herein.

Huron Segment from January 1 through February 28 and for each year specified in Section Three herein.

A total (maximum) of 195 Animal Unit Months (AUMs).

- B. The Lessee shall pay **all** costs associated with the livestock operation.
- C. The Lessee shall **not** cut any hay, forage, or timber from the property.



IDAHO DEPARTMENT OF FISH AND GAME

Department Managed Lands Leasing
PROCEDURE NO.: WLD-2.0

- D. The Lessee shall keep the cattle confined to such grazing areas as specified by the Department, will conform to the pasture rest/rotation system as established by the Department, will move or disperse as required by the Department, shall contact the Department prior to entry, and shall police and remove all unauthorized livestock from the property.
E. The Lessee shall maintain all fences and watering facilities on the property and shall provide all tools necessary to maintain the fences and watering facilities. The Department will furnish all supplies for maintaining said fences and watering facilities.
F. The general public shall have the privilege to enter on, occupy, and pass across the property for the purpose of hunting, fishing, trapping, or other recreational pursuits. PROVIDED, however, the Department may reasonably regulate such public entry, occupancy, motorized vehicle use, or passage for the purpose of preventing damage to crops, livestock, wildlife, or lands.
G. The Lessee shall not assign any rights or delegate any duties under this license without prior written consent of the Department.
H. The Department shall not be responsible for the injury, loss, or death of any livestock. In the event of death of any livestock, the Lessee shall be responsible for the removal of the carcass from the property within three (3) days from the time of discovery.
I. The Lessee shall not construct any permanent corrals, loading chutes, or other structures, nor place any temporary structures or equipment on the property without the written authorization from the Department.
J. The Department will sharecrop with the Lessee on the property herein described. The Lessee will prepare the soil, provide the seed, fertilize, plant at the specified seeding rates, and irrigate 60 acres of corn and 40 acres of winter wheat in areas specified by the Department. The Lessee may harvest two-thirds (2/3) of the crop produced. The Department's share of one-third (1/3) is to be left standing in the field for wildlife food and cover. The Department will provide the irrigation water and the gated irrigation pipe.
K. The Lessee will construct one and one-half (12) miles of boundary-line fence for the Department one-half (2) mile for each year of this agreement at a cost of \$0.38 per linear foot. The Lessee will provide all tools and equipment. Design and specifications will be provided by the Department. The Department will provide all fencing materials for the boundary fence.
L. The Lessee will prepare the soil, plant, and irrigate 20 acres of permanent nesting cover on the herein described property. Exact locations are to be determined by the Department. The Lessee will assess the following fees per year and will provide all necessary equipment and fuel costs for ten (10) acres per year.

Table with 2 columns: Description and Amount. Row 1: Plow @ \$12.00 per acre = \$120.00. Row 2: Disc and Harrow @ \$10.00 per acre = \$100.00.



IDAHO DEPARTMENT OF FISH AND GAME

Department Managed Lands Leasing
PROCEDURE NO.: WLD-2.0

Drill Seed @ \$7.00 per acre = \$ 70.00
Corrugate @ \$4.00 per acre = \$ 40.00
Irrigate twice, 21 days between irrigations, for 10 hours @ \$5.00 per hour= \$ 50.00

Total Assessments Per Year \$380.00

- M. The Department will provide the grass-legume seed mixture for the nesting cover plot, the irrigation water, and the gated irrigation pipe.
N. For Internal Revenue Service purposes, the Department will provide the Lessee a Form 1099 for values received from Department lands.

SECTION TWO
Payment

A. The Lessee agrees to the following payment schedule during the term of this agreement:

- 1. Grazing Due the Department Per Year
195 AUMs @ \$7.50/AUM = \$1,462.50
2. Fence Construction Credit Lessee Per Year
2,640 feet @ \$0.38/foot = (\$1,003.20)
3. Permanent Nesting Cover Planting
1995 Planting = (\$380.00)
1996 Planting = (\$380.00)

B. Balance due and payable to the Department on or before February 28 of each year of this agreement.

SECTION THREE
Term

This agreement shall take effect on April 15, 1995 and shall remain in effect through February 28, 1996. This agreement may be renewed for two (2) additional years providing all terms and conditions have been met. Renewals must be in writing and signed by both parties.

SECTION FOUR
Termination

A. The Department may revoke, at its discretion, the agreement herein granted upon the occurrence of any of the following events:

- 1. The Lessee violates any of the terms or conditions of this agreement.
2. The Lessee causes, permits, or suffers any strip or waste to the property.



**IDAHO DEPARTMENT OF FISH AND GAME**

**Department Managed Lands Leasing  
PROCEDURE NO.: WLD-2.0**

- 3. Any other basis recognized by the statutes or by the common law of the State of Idaho, including revocation for due cause.

**SECTION FIVE  
Waiver, Modification, or Amendment**

No waiver, modification, or amendment of this agreement or of any covenant or condition herein contained shall be valid unless in writing duly executed by the party to be charged therewith and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

**SECTION SIX  
Indemnification**

The Lessee is and shall be regarded as an independent contractor and assumes and agrees to protect, indemnify, and hold harmless the Department and its employees and agents from all liability and expense on account of claims, suits, and costs growing out of or connected with any operation by the Lessee or employees of the Lessee or agents pertaining to this agreement. Provided, however, that the Department shall not be relieved hereby from liability for its own negligence or that of its employees or agents.

IN WITNESS WHEREOF, the parties have executed this agreement upon the date following their respective signatures.

STATE OF IDAHO  
DEPARTMENT OF FISH AND GAME

\_\_\_\_\_  
Director

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date