

Utah Department of Agriculture and Food

Aerial Hunting Permit Instructions and Regulations

The Utah Department of Agriculture and Food (the department) is responsible for the issuance of permits and licenses for the purposes of the Federal Fish and Wildlife Act of 1956. A private person may not use any aircraft for the prevention of damage without first obtaining a use permit from the department. The department may issue an annual permit for aerial hunting to a private person for the protection of land, water, wildlife, livestock, domesticated animals, human life, or crops, if the person shows that the person or the person's designated pilot, along with the aircraft to be used in the aerial hunting, are licensed and qualified in accordance with the requirements of the department set by rule.

Permittees are subject to the following rules:

1. Aerial hunting activity under a permit issued by the department is restricted to private lands that are owned or managed by the permittee; state grazing allotments where the permittee is permitted by the state or the State Institutional Trust Lands Administration to graze livestock; or federal grazing allotments where the permittee is permitted by the United States Bureau of Land Management or United States Forest Service to graze livestock.
2. Use permit must be in the possession of permittee while conducting aerial control activities.
3. Predatory animals to be controlled for the purpose of protecting agricultural crops, livestock, poultry, or wildlife are limited to coyotes.
4. Permits are nontransferable.
5. Permits may be amended after they are submitted. Any changes in aircraft, pilots, or geographic areas would require notification to the Department and an amended permit.
6. Permittee will submit semi-annual reports within 30 days after June 30 and December 31 each year for 1) animals harvested, 2) resource protected, 3) geographic location of the property where aerial hunting activity was conducted, and 4) dates on which the person was engaged in aerial hunting activities.
7. Applicant shall be fully liable for the actions of its agents, employees, officers, partners, or named pilots under this application and pursuant to this permit and shall fully indemnify, defend, and save harmless the department, including its agents and employees, and the State of Utah, from all claims, losses, suits, actions, damages, and costs of every name and description arising out of performance under this application and permit caused by any intentional act or negligence of applicant, its agents, employees, officers, partners, or named pilots, without limitation, except as otherwise required under state or federal law.
8. Applicant further understands that this application and permit does not create any duties or obligations by the department and the State of Utah, unless specifically required under state or federal law.
9. Failure to provide any information in this application shall be cause for denial of a permit.
10. Written permission from the private landowner, if property is not owned by the applicant, shall accompany this application.
11. Payment of the \$10.00 application fee is required for the application to be processed.
12. By signing this application, applicant agrees to be governed by the laws, rules, and regulations of the state of Utah. Violation of any of the above regulations shall be cause for immediate revocation of the permit.

Completed applications should be submitted via post to:

Utah Department of Agriculture and Food
ATTN: Animal Industry Division
PO Box 146500
Salt Lake City, UT 84114-6500

Or via email to: udaf-animaldivision@utah.gov

Utah Department of Agriculture Aerial Hunting Permit

1. Applicant Information:

Name:

Address:

Phone:

Email:

2. Aircraft Use Data:

| Make of Aircraft | Model | Owner | Pilot | UDAF Pilot License # |
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3. List of persons engaged to be aerial shooter for permittee.

4. Resources to be protected:

- Domestic animals Land (explain) _____
- Livestock Wildlife Public Safety (explain) _____

5. **Location of intended control:** Provide the name of each state and/or federal grazing allotment and county(ies) of its location where aerial control will take place during periods of active use by the permittee's livestock; and the name and location of private holdings where aerial control will occur.

| Operator | Land Type | Name of Ranch/Allotment | County |
|----------|---|-------------------------|--------|
| | <input type="radio"/> Private/Ranch <input type="radio"/> BLM <input type="radio"/> USFS <input type="radio"/> SITLA | | |
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**If additional locations are necessary please print/complete page 3; otherwise ignore page*

By signing this application, I hereby state that I am entitled to this permit under the laws of the State of Utah and that no false information or false statement has been made by me to obtain this license.

Signature of Applicant: _____ **Date** _____

Date Received: _____

Date Approved: _____ Date Returned for Additional Information: _____

Date Disapproved: _____ Department Representative: _____

Reason for Disapproval:

Restricted Persons Statement

I, _____, affirm that I, nor any aerial shooter engaged by me, are a restricted person as defined in Utah Code 76-10-503.

Signature

Date

Hold Harmless Agreement

The Aerial Hunting Permittee (Permittee) acknowledges and agrees that the State of Utah and the Utah Department of Agriculture and Food (UDAF) are governmental entities, as defined by the Utah Governmental Immunity Act, Utah Code, § 63G-7-101, *et. seq.*, and that nothing in the issuance of the Aerial Hunting Permit is intended nor shall be construed to waive any defenses otherwise available to the State of Utah and UDAF under the Governmental Immunity Act.

Permittee agrees to protect, indemnify and hold harmless the State of Utah and UDAF, their agents, employees, and volunteers from, and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the issuance of an Aerial Hunting Permit, except where such injury, death, or damage has resulted from the sole negligence of State of Utah or UDAF, without negligence or willful act on the part of Permittee, employer, or subcontractors, it being the intent of this provision that Permittee indemnify the State of Utah and UDAF, their agents, employees, and volunteers regardless of whether or not such injury, death or damage is caused in part by the State of Utah or UDAF, their agents and employees. Permittee shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the State of Utah and UDAF shall have the right, at their option, to participate in the defense incidental thereto without relieving Permittee of any obligation hereunder.

Permittee agrees to release and hold harmless the State of Utah and UDAF, including their agents, employee and volunteers, from any liability or responsibility for any damages arising from a third party administrative or judicial action challenging the issuance of the registration, and any order issuing therefrom that suspends, delays, modifies, terminates, or otherwise impacts the Permittee or the profitability of operating under the Registration.

Signature of Permittee

Date

Land Owner Permissions

I, _____, have granted
_____ permission to
Aerial Hunt on my property in _____ County for the
purpose of: predator control for the protection of _____.