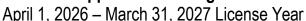


EPLUS PRIMARY ZONE Initial Application and Agreement





The Elk Private Lands Use System (EPLUS) was created in recognition of the important benefits that private lands make to elk populations and hunting opportunities in New Mexico. Through EPLUS the Mexico Department of Game and Fish distributes a portion of the State's elk hunting opportunity to qualifying private landowners. EPLUS is authorized and regulated by:

- Chapter 17 Game and Fish and Outdoor Recreation: 17-1-14, 17-1-26, and 17-3-14.1 NMSA 1978
- Title 19 Natural Resources and Wildlife: 19.30.5 NMAC

APPLICATION INSTRUCTIONS AND IMPORTANT INFORMATION

- 1. Before you complete this application, please visit the Department's website at https://wildlife.dgf.nm.gov/ to confirm your ranch is within the Primary Zone by using our interactive Elk Management Zone Map.
- 2. If your ranch splits multiple elk management zones you need to complete a separate application for the acreage in each zone.
- Decide who will be the Authorized Ranch Contact (ARC) for the ranch. This person will be responsible for managing the EPLUS account. See the Assignment of Authorized Ranch Contact form for more information.
- 4. The ARC will need to fill out this application and submit all applicable ownership records listed on the Required Documentation page. Incomplete submittals can result in the application being rejected.
- 5. The ARC will need to obtain a personal Customer ID Number (CIN) by creating an account on the Department's website at https://onlinesales.wildlife.state.nm.us/. If you already have a personal CIN then you do not need to create another account.
- 6. Application deadline: January 5, 2026. Must be submitted or post marked by deadline; late applications will not be accepted.
- 7. A confirmation of receipt email will be sent to the ARC with a general timeline about the review process.
- 8. Applications are reviewed and evaluated by a department committee to determine which ranches meet the minimum participation requirements. More information about the participation requirements can be found on the Department's website.
- 9. Applicants will be notified of the results by email in June.
- 10. This application and agreement will not become effective until the Department has determined the ranch qualifies for the program.
- 11. Qualifying ranches will automatically be included in the authorization allocation process. Authorizations are issued in June.
- 12. Ranches that do not meet the minimum participation requirements will not be eligible for EPLUS for the current license year. Landowners may file an objection, and the department will re-evaluate the ranch. Successful objections will not be enrolled until the next license year.
- 13. Any property that is within a subdivision, village, or town that does not allow hunting or restricts the discharge of all types of sporting arms will automatically be disqualified from the program.

AUTHORIZED RANCH CONTACT INFORMATION (see page 3 for more information):

Name (first, m, last):		
Mailing Address:		
City:	State:	Zip:
Primary Phone:	Alternate Phone:	
Landowner List Phone*:	Email:	
Customer ID Number (CIN) Required:		

RANCH INFORMATION

Ranch Name:	Deeded Private Acres*:
Nearest Town or City:	Game Management Unit:

For Department Use Only	Date Received:
Game Management Unit	Ranch #

^{*}Phone number published on the Department's website for hunters to call regarding elk authorizations. Primary phone will be used if no number is provided.

^{*} Number of acres listed on the property tax records from the county. DO NOT include public lease acres (e.g. USFS, BLM or SLO).

REQUIRED DOCUMENTATION

The following documentation and proof of ownership is required to be submitted with this application. All copies must be clear, legible, and identical to the original document. Incomplete or illegible applications will be rejected.

Complete the following check list for required documentation.
☐ 1. Completed initial EPLUS Application and Signed Agreement.
☐ 2. Current Recorded Deed(s) detailing legal descriptions and acreages for the property.
☐ 3. Most recent property tax records from the county that account for all property included in the application.
☐ 4. If the ranch is in a trust, LLC, or owned by any type of business entity, provide documents that clearly identifies who has been delegated the authority to represent the trust or business entity and bind it to a contractual obligation. Examples include: 1) Certificate of Formation, 2) Certificate of Incorporation, 3) Partnership Agreement, 4) Trust Agreement, etc. ☐ Does Not Apply
 5. Ranches in a village, town or subdivision: If the ranch is located within a village, town or subdivision, provide an official, verified copy of the most recent rules or current ordinances that address hunting or the discharge of firearms or archery equipment from the village, town, or subdivision. Does Not Apply
 6. A ranch boundary map: Shows the official property boundary, such as a parcel map from the county or a survey plat. The ranch boundary map should show the township, range, and section(s) where the ranch is located. Map must be a complete copy with no parts cutoff or missing. Public leased lands are not eligible for EPLUS enrollment. Do not include them on the map or add them to the acreage total.
7. Unit-wide agreements: If the property is not reasonably accessible by public road or via travel across public lands that is not overly burdensome, provide documentation that demonstrates legal access for public hunters to enter the unit-wide ranch. Required documentation may include, but is not limited to, easement(s) by deed, agreement, or subdivision declaration, or other documents which demonstrate legal access to the property exists for public hunters. Does Not Apply
 8. Assignment of Authorized Ranch Contact form(s) – <u>must be notarized</u>. All persons listed on the recorded deed(s), including spouses, must agree to participate in EPLUS. A <u>single</u> Authorized Ranch Contact must be appointed to act as the representative for the ranch by submitting a notarized Assignment of Authorized Ranch Contact form (pg.3) from each owner and spouse noted on the deed. Use a separate form for each owner. Make copies as needed. If the property is owned by a trust or business entity, the person(s) who have been delegated the authority to represent the trust or business entity, and bind it to a contractual obligation, will need to sign the Authorized Ranch Contact form on behalf of the ownership.
9. EPLUS Habitat Description Form: Provide a description of the elk use and habitat on the property, including photographs of each habitat feature.



Email to: dgf-eplus@dgf.nm.gov

New Mexico Department of Game and Fish EPLUS Assignment of Authorized Ranch Contact Form



(This is not an application for EPLUS)

PURPOSE OF FORM AND IMPORTANT INFORMATION

Landowners complete this form to designate one individual as the Authorized Ranch Contact (ARC) for your EPLUS ranch. The ARC will act as the liaison between the ranch and the New Mexico Department of Game and Fish (Department). This form is used to designate an initial ARC for a new EPLUS application or to change the ARC for an existing ranch.

Only one person may act as the ARC for a ranch. All landowners listed on the current recorded deed(s) must designate the same individual as the ARC. A separate form must be completed by each landowner. The Department will not accept the form unless signed and notarized.

	ANCH INFORMATION lect the Box that Describes the Reason for Completing this Fo	orm	
<u> </u>	New Ranch or New Ownership (must submit new EPLUS application with this form to establish new ranch account)		
Sel	lect the Box that Best Describes the Type of Property Owners	ship	
	Joint Tenancy or Tenancy in Common		
Lar	NDOWNER INFORMATION ndowners must complete this section with their own persons sign the ARC.	al conta	ct information. You will use the ARC Information section to
		provide	Title: Title: Title: Title: Title: Title:
Му	y Name (first & last):		Address:
City	zy: State:	Zip:	Email:
Pho	one:Alternate Phone:		
	JTHORIZED RANCH CONTACT INFORMATION m designating the following individual as the ARC for the ranch	1	
AR	RC Name (first & last):		Address:
City	y: State: Z	Zip:	Email:
Pho	one:Alternate Phone:		Customer ID Number (CIN):
l ur per	Indowner Terms of Agreement Inderstand my responsibility for participating in EPLUS as stated in the rson I am designating as ARC may act on my behalf for the ranch. I understand that the Department will not change the ARC for the curren	nderstan	d that this form will remain in effect until I rescind it in writing. I
<u>X:</u>	- '		Subscribed and sworn to before me in my presence
Ma	ail to: New Mexico Department of Game and Fish, UUS Program, 1 Wildlife Way, Santa Fe, NM 87507. OR		Public Notary Signature Date [Seal]

EPLUS Primary Zone Initial Application and Agreement (continued)

April 1, 2026 - March 31, 2027

Select ONE ranch option:

<u>PLEASE NOTE:</u> The unit-wide option is not available for properties in Game Management Units (GMU) 4 and 5A. Once the agreement is received in the Santa Fe office, no changes will be made to the unit-wide or ranch-only option selected for the current hunting season. Ranch options can be changed when the annual EPLUS Agreement is completed each year.

Ranch-Only: If the ranch-only option is selected, elk licenses obtained with landowner authorizations will ONLY be valid for hunting on the deeded property within the ranch boundaries. This Agreement grants the property's legally licensed elk hunters the right to access the ranch for the purpose of hunting elk during their licensed hunt dates, including scouting up to two days immediately preceding the start of their hunt.	
(ARC Initials) I understand and agree to the above obligations concerning the ranch-only option.	
ARC Signature Required on Page 6	

OR

Unit-Wide: Only those unit-wide ranches assigned authorizations for the current license year are obligated to provide hunter access per the terms of the unit-wide option. <u>Unit-wide option is not available in GMUs 4 and 5A.</u>

By signing the unit-wide option I hereby agree that: There is legal access to the property for public hunters. Legal access may include, but is not limited to, public roadways, private right-of-way easements, or reasonable and practical access via travel across public lands. Access may not be overly burdensome, and the Department reserves the right to determine whether any proposed access is reasonable and practical or overly burdensome. I understand that if I cannot satisfactorily demonstrate that access exists to the property for public hunters as described herein, the ranch may be limited to participating in the EPLUS program as "ranch-only." Unit-wide elk licenses obtained with landowner authorizations will be valid within the entire GMU for use on all private unit-wide ranches, other private land with written permission and any legally-accessible public lands where hunting is allowed. This Agreement grants any legally licensed elk hunters, their companions and/or guides and outfitters, the right to free and unrestricted access to and through the entire ranch, without charge or other consideration, for the purpose of hunting elk during their licensed hunt dates, including scouting up to two days immediately preceding the start of their hunt. Landowners and their employees may not interfere with elk hunters while on the ranch and elk hunters are not required to notify landowners or their employees before entering the ranch. All elk hunters legally accessing the property pursuant to this unit-wide agreement have permission to discharge firearms, crossbows, bows or muzzleloaders, only for the purpose of shooting elk, including within 150 yards of a dwelling or building as described in subsection 4 of section A of 30-7-4 NMSA 1978, Negligent use of a deadly weapon. All other sections and subsections of 30-7-4 NMSA 1978 remain in effect and apply to all hunters. Vehicular access may be restricted on the ranch; however, it must be equally restricted to all elk hunters, including hunters holding a license purchased with authorizations issued to this ranch. No elk hunter, including hunters holding a license purchased with authorizations issued to this ranch, may drive off-road on a unit-wide ranch except to retrieve legally harvested elk with permission of the landowner. Any violation of this agreement may result in the removal of this property from the EPLUS program for up to three years. I also agree to and understand that all unit-wide ranch boundaries will be available to the public on the Department website.

____(ARC Initials) I understand and agree to the above obligations concerning the unit-wide option.

ARC Signature Required on Page 6

EPLUS Primary Zone Initial Application and Agreement (continued)

April 1, 2026 - March 31, 2027

THIS EPLUS Agreement is made and entered into by and between the NM Department of Game and Fish, hereinafter referred to as the "Department", and the party listed on page 1, hereinafter referred to as the "Authorized Ranch Contact", pursuant to 19.30.5 NMAC, Private Land Elk License Allocation. This Agreement shall be effective for the April 1, 2026 – March 31, 2027 application period when signed and dated by the Authorized Ranch Contact.

The Parties Agree to the Following:

- 1. The execution of this agreement is contingent on the property qualifying for EPLUS by meeting the minimum participation requirements as listed under 19.30.5.8 or 19.30.5.9 NMAC and that allocation(s) will be determined pursuant to 19.30.5 NMAC, as applicable to the allocation system used where the property is located.
- 2. Review Process: To ensure that the property is being fairly evaluated, the Authorized Ranch Contact may request a review of: A) participating acreage; B) elk contribution rating (ECR); C) ranch score; D) the Department's determination that the property does not meet the minimum requirements to participate; and/or E) other inactivation provisions. For further information, please refer to 19.30.5.8 NMAC and the Landowner's Right to Review provision, 19.30.5.12 NMAC.
- 3. Pursuant to 19.30.5 NMAC as amended, a landowner and/or Authorized Ranch Contact along with the ranch shall be inactivated for providing or permitting misrepresentation of the ranch's participating deeded acreage, ranch ownership or designated ARC, prohibiting access to other unit-wide or public draw hunting license holders, or violating Chapter 17 NMSA 1978 or State Game Commission rules involving licenses converted with the ranches authorizations, or being an accessory to the same, regardless of whether the violation occurred on or off the ranch, resulting in a violation(s) that accumulates 20 or more revocation points pursuant to 19.31.2 NMAC on any single individual. In addition, a landowner or ARC, along with ranch may be inactivated for breaching or violating any other condition of the EPLUS agreement. Inactivation from EPLUS and possible suspension from other Department sponsored programs maybe for a period of up to 3 years. Should a landowner or ARC have multiple properties in EPLUS, all properties maybe inactivated from EPLUS and disqualified from participation in department sponsored programs. If a ranch is signed up in a co-op, inactivation action(s) may be taken against the co-op in its entirety or individual properties participating that form the co-op. Pursuant to 19.31.2 NMAC as amended, a landowner's or Authorized Ranch Contact's privilege to participate in department sponsored programs may be separately revoked or suspended due to the accumulation of administrative or criminal revocation points, as maybe currently sufficient by rule, within any consecutive three year period.
- 4. A ranch in which the landowner or Authorized Ranch Contact's ownership or any individual's legal authority to act on behalf of the landowner is unclear, suspect, or legitimately disputed by another person, shall be placed in review (subsequent agreements and authorization statements shall be suspended) until such time as rightful ownership or lawful representation is verified. Failure to provide documents proving ownership or legal representation within one year will result in the ranch being inactivated.
- 5. Private-land authorizations issued pursuant to 19.30.5.8(D) in the Primary Management Zone are unit-wide unless the Authorized Ranch Contact chooses the ranch-only option on the EPLUS Agreement.
- 6. The authorizations converted to licenses in GMUs 4 and 5A are valid only on the deeded property for which the authorization was issued or any other private property within the GMU with written permission from the landowner or person in control of the land.
- 7. Ranch-only authorizations issued to Special Management Ranches (19.30.5.11 NMAC) are not transferable to other private property.
- 8. Landowner elk authorizations are used to purchase elk hunting licenses however, an elk hunting license will only be issued to individuals who fulfill all eligibility requirements and pay to the Department the appropriate license and stamp fees as listed in the current New Mexico Big Game Rules & Information Booklet.
- 9. Authorizations MUST be converted to licenses to be valid for hunting elk. An authorization statement or number does not constitute a legal license for hunting elk.
- 10. All licenses purchased within the Primary will follow the established hunt structure for each Game Management Unit as described in 19.31.14 NMAC and reflected in the current Rules and Information Booklet. Unit-wide licenses must match a corresponding Elk Draw Hunt Code for the unit, bag limit, sporting arm type and season date.
- 11. Authorized Ranch Contact certifies that he/she will not discriminate against those with whom he/she negotiates use of the private-land authorizations on the basis of race, color, religion, sex, national origin, or sexual orientation.
- 12. All EPLUS agreements become public knowledge. Name, address, phone number of the Authorized Ranch Contact, and ranch boundaries of unit-wide ranches will be made available to the public, as well as information on any licensee purchasing the license.
- 13. Access to the property by Department personnel is necessary to collect biological data, conduct aerial and ground surveys, and enforce laws and regulations. Therefore, the Authorized Ranch Contact agrees to provide access (including vehicular access) by providing keys and/or combinations, if necessary, to locked gates for Department personnel to conduct official Department business for the above-mentioned purposes. For more information, Authorized Ranch Contact's should call their District Officer.

- 14. For properties in the Primary Management Zone, EPLUS Agreements must be post-marked, or received by the Santa Fe office by January 5, 2025. Agreements postmarked or received after this deadline will result in the Agreement being rejected and no authorizations being issued for the season. The Department is not responsible for postal service delivery delays or lost mail. Please allow sufficient time for mail service.
- 15. Once the Agreement has been received by the Department, no changes will be made regarding the unit-wide or ranch-only option for the current hunting season.
- 16. Upon the second consecutive year of non-receipt of the annual agreement by the January 5 deadline, the ranch will be inactivated from EPLUS and a new application will be required.
- 17. By participating in EPLUS I am willing to accept elk on the ranch. If interventions to eliminate the presence of elk are requested on this ranch, in accordance with 19.30.2 NMAC, the ranch shall be placed in review and the acreage where the intervention actions are to occur will be inactivated. If the intervention actions only apply to a portion of the ranch and the remaining acreage continues to provide meaningful benefit to elk the ranch may continue to participate with reduced acreage.
- 18. If a landowner or ARC takes action pursuant to 17-2-7.2 NMSA 1978 on this ranch, the ranch shall immediately be inactivated from EPLUS for a period of three years and all unconverted authorizations maybe voided.
- 19. Any property which is a part of a subdivision, village or town that does not allow hunting or restricts the discharge of all sporting arm types will be disqualified from participation in EPLUS.
- 20. Proof of continued ownership/legal representation maybe requested on a periodic basis as required by the Department. Failure to respond to the request by the required deadline will result in the Ranch being placed in review until the required documents have been provided and if after one year I have failed to comply with a required update, I understand the Ranch will be automatically inactivated.
- 21. It is the responsibility of the Authorized Ranch Contact to clearly communicate with any person to whom a private-land elk authorization is transferred or any member of an established co-op regarding said authorizations. These communications are considered a private matter. The Department is not a party to these communications, will not act as a go-between, and is not responsible for resolving disputes.
- 22. Criminal trespass does not apply if a person is in possession of a landowner license transferred to them by the owner or person in control of the land (30-14-1-A(2) NMSA 1978).
- 23. The number and type of authorizations issued to my ranch is determined through an acreage-based allocation formula as described in 19.30.5.8(D). A set number of authorizations are not guaranteed from year to year.
- 24. All participation and authorization allocation provisions of the EPLUS program are available at https://wildlife.dgf.nm.gov or by calling any Department office.
- 25. I attest that the information provided in this Agreement is true and correct.

NOTE: The sale of landowner authorizations may result in a Gross Receipts Tax liability. Contact a qualified tax professional if you have questions.

•		
x	Date:	
Signature of Authorized Ranch Contact	_	
NOTE: Do not sign if you are not the Authorized Panch	Contact listed on page 1 of this A	grooment If the ranch is under new ov

NOTE: Do not sign if you are not the Authorized Ranch Contact listed on page 1 of this Agreement. If the ranch is under new ownership, a new application is required from the new owner.

PLEASE MAKE SURE YOU COMPLETE AND SUBMIT THIS INITIAL APPLICATION AND AGREEMENT ALONG WITH ALL SUPPORTING DOCUMENTS BY THE DEADLINE LISTED ON PAGE 1.

MAIL APPLICATION PACKET TO:

EPLUS Program NM Dept of Game and Fish 1 Wildlife Way Santa Fe NM 87507

Email Packet To:

DGF-EPLUS@DGF.NM.GOV



New Mexico Department of Game and Fish **EPLUS Elk Use and Habitat Description Form**



Required

For properties in the **Primary Management Zone** to qualify for EPLUS, they must have regular elk use and provide meaningful benefits to the elk, as determined by department staff and in accordance with commission approved guidelines.

• The complete EPLUS Participation Guidelines are available on the EPLUS webpage at https://wildlife.dgf.nm.gov/hunting/maps/eplus/.

Complete all parts of the EPLUS Elk Use and Habitat Description Form (below) and submit photos of each habitat component as requested. Photos need to be printed legibly.

Do not send videos or flash drives. The program is not set up to receive and/or store videos or flash drives.

Photos of elk, elk tracks and elk droppings are not needed.

This form must be submitted along with the rest of the Initial Application and Agreement. Applications that do not include a completed copy of this form will be rejected. A comprehensive and accurate assessment relies on complete documentation of all habitat components.

Elk Use: Your property must have <u>regular</u> elk use. Regular elk use should be consistent and predictable, and associated with seasonal use of your property. Rare, sporadic, unpredictable or transitory elk use that does not endure over time, does not fulfill the intent of the rule that elk use is regular.

Describe the elk use on your property, including the approximate number and time(s) of year they are present on your property.

<u> Fora</u>	AGE: Check the box(s) below that best represent the forage on your property.
	Forage is in the form of a lawn or lawn shrubs, gardens, flowers or other ornamental plantings.
	Thin grass exists throughout the property due to rocky terrain, sandy/bare soil, or thick timber.
	Scattered bunchgrass throughout the property mixed with scrub habitat containing sage and other plants.
	Scattered bunchgrass mixed with woody cover such as pinon-juniper or pine species.
	Open upland grasslands or open savanna-like forest/woodland with dense bunchgrasses.
	Grassy mountain meadows, damp or wet bottomlands and riparian areas with thick or lush grasses.
	Production agriculture with annually or routinely harvested crops. (Does not include any type of grazing, pastureland or food plots.)
)escr	ibe the variety of forage found on your property and specify the acreage available for elk foraging

Provide a small set of photos that are representative of the forage on the property.

Do not send videos or flash drives.

Agriculture: This category applies to field crop production, including hay, alfalfa, grain fields and row crops. **Field crops must be harvested to be considered**. The classification does not include unharvested fields designated for grazing or food plots.

Check the box that best represents agriculture on your property.

- No agriculture.
- Marginally productive, dry/unirrigated, occasionally to routinely harvested crops.
- □ Productive, maintained (irrigated, cultivated, fertilized, etc.), yearly harvested crops.

Provide details on the agricultural operations, including the total cultivated acreage, harvest schedule, and, if applicable, the source and frequency of irrigation.

- Provide a few photos of the agricultural features and operations on the property.
- Do not send videos or flash drives.

rea	adily available for use by elk.
	No water is available for elk use.
	Water is available from a stock tank/drinker that is near a dwelling or building and filled manually by turning water on/off or by hauling water.
	Dirt tank that holds water temporarily during the year.
	Dirt tank that holds water year-round.
	Natural spring or seasonal, intermittent stream that provides water occasionally.
	Natural spring or stream that provides reliable, year-round water.
	Water is available occasionally by means of a stock tank/drinker filled automatically from a well by a float valve
	timer system.
	Water is available permanently by means of a stock tank/drinker filled automatically from a well by a float valve
	timer system.
	Water is available occasionally by means of a water catchment system with a storage tank and drinker arrangement.
	Water is available permanently by means of a water catchment system with a storage tank and drinker arrangement.

Water: Check the box(s) below that best represents the water on your property. Water should be located where

Provide a list of the property's water sources accessible to elk, noting the total number, type, seasonal availability, and key components and functions.

- Submit a map highlighting the location of the water sources and their corresponding GPS coordinates.
- Provide a few photos of each water source and its various components.
- Do not send videos or flash drives.
- Detailed photographs are particularly important for the Water category to ensure an accurate review.

or

or

<u>Cov</u>	<u>Check</u> Check the box(s) below that best represents the cover on your property.
	Cover is near houses, buildings, driveways and/or other disturbances.
	Sparsely scattered trees and shrubs around the property.
	Small areas of trees and shrubs.
	Moderately covered with trees and shrubs.
	Large dense stands of timber.
Descr	ibe the forest or woodland on your property, including the species and total area in acres
•	Provide a small set of photos that are representative of the cover on the property.
•	Do not send videos or flash drives.
Suri	counding Area: Check the box below that best represents the "surrounding area" of your property. This
	es dwellings, buildings and roads on your property as well as the general area around your property.
	Surrounding area has heavy human activity and is highly developed with houses/buildings and vehicular
	byways.
	Surrounding area has low human activity with low numbers of buildings or vehicular byways.
	Surrounding area is remote with little to no human activity.
	ibe the type and amount of development on and around the property. If the property is part of a vision provide the name of the subdivision.

Special Consideration: Special consideration may be given if a property lacks forage, cover, or water on the property, but that same habitat feature is available in a significant way nearby (generally within ½ mile).

EXAMPLE: There is no water on your property; however, there's a reliable pond within ¼ mile.

If your property falls into this category, describe the nearby habitat feature, including the distance to your property.

- Submit a map highlighting the location of the habitat features for special consideration and their corresponding GPS coordinates.
- Provide a small set of photos of the habitat feature.
- Do not send videos or flash drives.
- You may also describe any other considerations that are unique about your property not covered above.