

Arkansas Game and Fish Commission

Code Book

The regulations in this Code Book are hereby adopted by the Arkansas State Game and Fish Commission under authority of Amendment 35 to the Constitution of the State of Arkansas. All laws, rules, regulations, or orders in conflict with the regulations in this Code Book are hereby repealed by the Arkansas State Game and Fish Commission.

H1.03 Reciprocal License Agreement On The Mississippi River Between State Of Tennessee And State Of Arkansas

RECIPROCAL LICENSE AGREEMENT ON THE MISSISSIPPI RIVER

BETWEEN

THE STATE OF TENNESSEE AND THE STATE OF ARKANSAS

The Tennessee Wildlife Resources Agency and the Arkansas Game and Fish Commission hereby enter into a cooperative agreement to recognize the sport fishing and hunting licenses and the commercial fishing licenses of the two states on the flowing waters of the Mississippi River, adjacent sloughs, bayous, and old river runs which are accessible by boat from the River proper, and the old river chutes forming a common boundary, excluding wildlife management areas established by either state and the Wolf, Loosehatchie, Hatchie, Forked Deer, and Obion Rivers, in accordance with the following provisions:

A. Sport Fishing

A sport fishing licensee shall abide by all laws, rules, regulations and proclamations of the state in which they are fishing. Exception to that being Tennessee/Arkansas sportfishers on Ikes Chute, Hopefield Chute (Dacus Lake), Mosquito Lake, Mound City Lake, Island 40 Chute and Lake Neark, who shall comply with Arkansas Game & Fish Commission regulations governing sportfish creel and size limits, trolines and other sportfishing equipment requirements.

B. Commercial Fishing

A resident commercial fishing licensee shall abide by all laws, rules, regulations and proclamations of the state in which they are fishing. Arkansas resident commercial fishers fishing commercial tackle in Tennessee waters under the terms of this Agreement shall comply with Tennessee commercial tackle tagging requirements. Tennessee resident commercial fisher's tackle tagging requirements are legal in Arkansas under the terms of this Agreement.

C. Hunting (Migratory waterfowl only)

Migratory waterfowl may be hunted upon the waters described herein by a licensee of either state during the period when the season is open and coincidental in both states, and shall abide by the laws, rules and regulations and proclamations of the state in which they are hunting. For the purpose of waterfowl hunting, the state line will be that depicted on the Department of Interior's Geological Survey quadrangles.

D. A person holding a non-resident license/permit issued by either state shall be afforded the same privileges as a licensed/permitted resident of that state except for commercial fishing purposes. Persons holding non-resident Tennessee

commercial fishers licenses are not allowed to commercial fish or to assist/help in commercial fishing in Arkansas under the terms of this Agreement.

E. Licensees of either state shall have unrestricted ingress and egress through the other state for the purpose of hunting and fishing in accordance with the provisions of this Agreement, except for areas and ramps closed by law to commercial fishing gear or activities. Hunters and fishermen licensed in only one state cannot hunt or fish in the tributaries, bayous, or backwaters of the Mississippi River in the other state except as specifically provided herein. Hunters or fishers cannot hunt or fish from, nor attach any device or equipment to private property, in either state without the landowner's permission.

Nothing herein shall be construed to allow any person to hunt, fish, or go upon the lands of another landowner or entity without their permission. Floodwater which has overflowed the natural banks of a public waterway is not part of the public waterway and permission of the landowner must be obtained.

It shall be incumbent on each individual hunter or fisherman to identify the state line.

This agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Furthermore, this Agreement may be cancelled by the Tennessee Wildlife Resources Agency's Executive Director or the Arkansas Game and Fish Commission's Director upon sixty (60) days written notice.

Executed this the 16th day of January 2007

Gary T. Myers, Executive Director

Tennessee Wildlife Resources Agency

Scott Henderson, Executive Director

Arkansas Game and Fish Commission