

## LAND USE LICENSE NO. 3063321

The STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES & CONSERVATION (hereinafter referred to as the "Department" or "Licensor"), whose address is P. O. Box 201601, 1625 Eleventh Avenue, Helena, MT 59620-1601, herein grants NAME OF LICENSEE whose address is ADDRESS OF LICENSEE (hereinafter referred to as the "Licensee") a LAND USE LICENSE (hereinafter referred to as a "License" or "LUL"), to obtain the following-described rights for a limited term in the following-described lands, subject to all of the terms and conditions hereof.

1. LEGAL DESCRIPTION

Tract(s) of land situated in Ravalli County, Montana, and being further described as follows: Cabin site located within Section 14: SW1/4NE1/4, Township 2 North- Range 19 West MPM

2. FILING FEE

A fee of Twenty-five and No/100 Dollars (\$25.00) has been paid to the Licensor prior to issuance of this License.

3. RENTAL

Beginning upon acceptance of this License, and for the term of this License, the Licensee agrees to pay, in advance, a fee of \$1,800 (minimum bid).

4. DURATION

This License shall take effect upon signature of the Area Manager and remain in full force and effect up to and including October 1, 2013 - November 30, 2013 unless terminated in accordance with Section 12 of this License. A \$500 security deposit is required.

5. LICENSED ACTIVITY

The purpose of this License is for log cabin rental during the big game hunting season.

6. RECLAMATION OF THE LAND

The Licensee shall take all reasonable precautions to prevent or minimize damage to natural (i.e., vegetation, soil, water, wildlife), and cultural resources within the areas of the License. Upon cancellation of this License by either party to this agreement, or upon final expiration of agreement, the Licensee shall reclaim the area to the specifications of the Licensor. Such reclamation shall include, but not be limited to, the elimination of all trace of disturbances and compaction.

7. MAINTENANCE, REPAIRS, AND UTILITIES. The Licensee shall, when applicable:

- Quit and surrender the Premises in the same order and condition as it was prior to acceptance of this license.
- The Licensee will maintain the area within the License in a neat and orderly manner and will allow no waste or debris to accumulate thereon.

8. WEATHER CONDITIONS

The Licensor reserves the right to restrict or preclude motorized vehicle travel during periods of adverse weather and other conditions which may contribute to accelerated erosion, fire hazard, or any other condition which in the opinion of the Department may have an adverse effect on Trust land. Prior to commencing permitted activities, the Licensee will contact the Hamilton Unit Office at (406) 363-1585.

9. LIABILITIES

The Licensee agrees to assume responsibility for all claims and lawsuits that may result from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the subject area hereunder.

10. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Licensee agrees that it does not, and shall not claim at any time any interests or estate of any kind or extent whatsoever in the premise by virtue of this License or their occupancy or use hereunder.

11. SPECIAL STIPULATIONS

- The Licensee shall comply with all public laws, statutes, ordinances, and administrative rules which are applicable to its operations upon the above-described lands. In no event shall the Licensee conduct any activity, or allow any activity to be conducted, upon the above-described lands or within the Project which is: a nuisance; violative of public health, safety, welfare; or is offensive to prevailing community standards concerning morality or obscenity. The Licensee shall be fully and completely liable to, and indemnify, defend, and hold harmless, the Licensor for any and all damages and clean up costs and penalties with respect to Licensee's use, disposal, transportation, generation, or sale of Hazardous Substances, in or about the above-described lands.
- In accepting this rental agreement the Renter acknowledges that he/she/they agree to the following terms and conditions:
  1. You must be 18 years of age or older to rent the cabin.
  2. Maximum party size is 6 people.
  3. There are no refunds for cancellations after payment has been received for your stay.
  4. The cabin is rented in "as is" condition. The DNRC does not guarantee that all amenities will be functioning. As a precaution, the licensee should come prepared to stay in camping-like conditions. This includes bringing items such as; drinking water, coolers, gas lamps, extra blankets, cook stove, etc.
  5. No pets.
  6. Livestock is allowed by prior approval from the Hamilton Unit Manager.
  7. Store all food, beverages, coolers and garbage in a bear resistant manner; never leave any food unattended.
  8. Pack out your garbage.
  9. Bring your own bedding and water (no water source on site).
  10. No smoking or candle use inside the cabin.
  11. This Agreement is issued subject to the Renter and users thereof observance of the Department of Natural Resources and Conservation rules and regulations and Montana State laws pertaining to recreational use.
  12. This Agreement is nontransferable and may only be used by the Renter for the issued purpose.
  13. The Renter accepts full responsibility for all fires that may result from this use and shall take all reasonable precautions to prevent and suppress fires.
  14. The use of fireworks is prohibited on state land.
  15. Motorized vehicle use is prohibited October 15<sup>th</sup> through November 30<sup>th</sup>.
  16. The Department reserves the right to cancel this License for any of the following causes: misrepresentation, fraud, or concealment of fact relating to the issuance of this License or such facts, if known, would have prevented the issuance of this License; use of the premises for purposes other than those herein authorized or any other misuse or abuse of the premises; or for any other reason which, in the judgment of the Department, is necessary for the protection of the best interests of the State. Cancellation of this License for reasons stated in this section will not entitle the Renter to any refund of or exemption in the payment of stated rental fee.
  17. The Renter will not cut, remove, or allow to be cut or removed any timber from the premises without permission from the Hamilton Unit Manager.
  18. All personal property must be removed from the premises upon termination or expiration of this License. Any property remaining after 24 hours will become the property of the State.
  19. The Renter will not disturb, remove, or allow the disturbance or removal of any cultural, historical, or paleontological resources on these lands.
  20. The Renter shall notify all employees, participants, and/or users engaged in the activity authorized under this License that use of these lands are at their own risk. The Renter agrees to hold the State harmless from all claims and lawsuits that may result from any and all damages or death to persons and or property that occur upon or about said land caused by or arising out of the Renter's use of the subject area.
  21. The cabin will be inspected following use and billed for damaged or missing items.

12. TERMINATION OF LAND USE LICENSE

The Licensor reserves the right to terminate the permission hereby granted at any time by giving the Licensee no less than ten (10) days written notice of such termination, except that the Licensor may terminate the permission forthwith at any time, if Licensee fails to comply with, or abide by, each and all of the provisions hereof, or ceases to use the permission hereby granted.

Dated this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
(Printed Name and Title)

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(Department of Natural Resources & Conservation Use Only)  
APPROVAL OF LICENSE

\_\_\_\_\_  
Anthony L. Liane, Southwestern Area Manager

\_\_\_\_\_  
Date Approved