



## ***WERNER PEAK LOOKOUT – Rental Agreement***

### **2023 SEASON DATES:**

**WED July 7 – July 31, September 1 – October 1. August reserved for firefighter staffing.**

All dates subject to change dependent on weather conditions.

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### **CONDITIONS/STIPULATIONS OF LICENSE**

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 lookout. This facility is prohibited to children under the age of 10 due to safety concerns.
2. Maximum party size at Werner Peak Lookout is 4 people.
3. Maximum length of stay is **2 nights per guest per season**.
4. Check in time is 3:00 pm & check out time is 1:00 pm.
5. There are no refunds for cancellations made by the guest after payment has been received; if the DNRC must cancel a reservation due to adverse conditions such as fire or public safety, a refund can be made of the lodging portion of payment.
6. The lookout 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, cooler, gas lamps, cook stove, etc.
7. Bring your own bedding, cooking supplies and water (no water source on site).
8. All pets must be on a leash, kenneled, or otherwise under control when on state land. Livestock is prohibited.
9. Store all food, beverages, coolers and garbage in a bear resistant manner; never leave any food unattended.
10. Pack out your garbage.
11. No smoking or candle use inside the lookout.
12. RV use is prohibited at the lookout site.
13. 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.
14. This Agreement is nontransferable and may only be used by the Renter for the issued purpose.
15. 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.
16. The use of fireworks is prohibited on State land.
17. No off-road vehicle use is permitted.
18. The Department may assess a civil penalty of up to \$1,000 for each day of violation of this License.
19. 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.
20. The Renter will not cut, remove, or allow to be cut or removed any timber from the premises without permission from the Department.
21. 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.
22. The Renter will not disturb, remove, or allow the disturbance or removal of any cultural, historical, or paleontological resources on these lands.
23. The Renter will take all reasonable precautions to prevent or minimize damage to natural (i.e. vegetation, soil, water) resources within the areas of this agreement.
24. 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.