

5. RECLAMATION OF THE LAND

The PERMITTEE will take all reasonable precautions to prevent or minimize damage to natural resources (vegetation, soil, water, wildlife) and historic artifacts on the property. Upon vacation or cancellation of this permit by either party, or upon final expiration of the agreement, the PERMITTEE will reclaim the area to the specifications of AVISTA. Such reclamation will include, but not be limited to, the elimination of all trace of the disturbances and compaction. PERMITTEE will be required to re-seed all disturbed areas with native grasses/shrubs, unless other arrangements are requested by the PERMITTEE and approved by AVISTA in writing.

6. MONITORING SITES

The PERMITTEE will maintain the Property in a neat and orderly manner and will not allow waste or debris to accumulate thereon. No storage of personal property will be allowed on the Property other than what is approved in writing by AVISTA.

7. WEATHER CONDITIONS

PERMITTEE shall halt activities on the Property during periods of adverse weather conditions which may contribute to accelerated erosion, fire hazard, disruption of seasonal wildlife, or any other condition which may have an adverse effect on the Property.

8. NOXIOUS WEEDS

The PERMITTEE shall be responsible for controlling noxious weeds on the Property. The PERMITTEE'S methods of control must be in compliance with the County Noxious Weed Management Act, as follows:

The PERMITTEE shall contact the County Weed Board prior to any major disturbance to determine if a re-vegetation plan would be required by the Board. Before any land disturbing activity is initiated, the PERMITTEE shall submit to AVISTA a copy of either the plan that is approved by the Board or of the letter confirming that a plan is not necessary.

9. ACCIDENTS AND LIABILITY.

Avista or its agents shall not be liable for any injury or damage to persons or property sustained by PERMITTEE or others, in and about the Premises. PERMITTEE agrees to defend and hold AVISTA and its agents harmless from any claim, and action/or judgement for damages to property or injury to persons suffered or alleged to be suffered on the premises by any persons, firm or corporation, unless, caused by any persons, firm or corporation, unless caused by AVISTA'S negligence. PERMITTEE acknowledges that to the extent necessary to fulfill its indemnity obligations, PERMITTEE waives any protection or immunity provided by Montana's Industrial Insurance Act, Worker's Compensation or similar laws. This provision shall not, however, be construed as granting any PERMITTEE's invitees, relatives or guest a direct right of action against PERMITTEE.

The PERMITTEE, for and on behalf of himself/herself, spouse, children, and his or her invitees hereby waives any and all claims that may arise out of or in connection with the use of the premises for which use is hereby permitted. In addition, the PERMITTEE, for and on behalf of himself or herself, spouse, family, and his or her invitees hereby release AVISTA from any and all claims of whatever nature that may arise or may have arisen out of or in connection with the use of the premises. PERMITTEE acknowledges that the permit would not be granted by AVISTA unless PERMITTEE agrees to this waiver and release.

10. NONTRANSFERABLE