



January 1, 2017

Motor Coach / Van Tour Permit Application

Dear Applicant:

Enclosed are the application materials for an Alaska State Parks commercial use permit for motor coach and van tour operations. This application applies only to motor coach and van tour operations that make *limited, transient use of roadside park facilities, such as scenic viewpoints, latrines, waysides, and picnic sites*. If you will be providing other commercial services within Alaska State Parks, such as guided activities, charter services, transportation services, and outfitting, supply or equipment sales or rentals, see the standard commercial use permit application at: <http://dnr.alaska.gov/parks/permits/index.htm>.

To apply for a 2017 motor coach permit, please fill out and sign the enclosed 3-page application form. In addition, please enclose with the application a Certificate of Commercial Liability Insurance (see attached General Stipulations for more information on policy requirements).

You are NOT required to send copies of your business license, vehicle registrations, or other documentation. Instead, the application form will prompt you to list your business license number and expiration date, as well as list and describe all of your commercial vehicles that will be used under this permit.

Motor Coach / Van Tour Permit Fees:

- A non-refundable permit application processing fee of **\$100.00**
- Client fees: For motor coach and van tour companies that make limited, transient use of roadside park facilities, such as scenic viewpoints, latrines, waysides, picnic sites, the client fee is **\$1.00 per client per day**. An End of Season Report form will be provided with your permit and must be returned at the conclusion of your operating season or no later than December 1, 2017.

Application Submittal:

Please return your completed application by email to: parkpermitting@alaska.gov. Once your application is received, it will be reviewed by staff and you will be contacted with instructions for payment by phone.

Note: It may take up to thirty days to process your application and issue your permit, so please plan accordingly and submit your application well in advance of your commercial operating season.

For more information on commercial permit requirements or questions regarding the application process, please feel free to contact the Division by email at parkpermitting@alaska.gov or call 907-269-8700.



STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION
NON-COMPETITIVE PERMIT FOR
COMMERCIAL ACTIVITIES

11 AAC 18.030

(for State use only)

LAS: _____
Application Received: _____

2017 Annual Permit

Motor Coach / Van Tours

****This permit is only valid for motor coach and van tour operations that make limited, transient use of roadside park facilities, such as scenic viewpoints, latrines, waysides, and picnic sites.****

SECTION #1: BUSINESS INFORMATION

Business Name (as shown on your Alaska Business License): _____

Alaska Business License Number: _____ Expiration Date of License: _____

Resident: Non-Resident: (as defined in AS 16.050.940 – See General Stipulation 1 for more information)

Include a Certificate of Commercial Liability Insurance with your application (see General Stipulation 3 for requirements)

List all state park facilities that you anticipate operating at during the year (see Pg. 2)

List all motor vehicles that will be operating under this permit (see Pg. 3)

SECTION #2: CONTACT INFORMATION

Contact Person / Title: _____

Mailing Address: _____

Summer Address (if different): _____

Business Phone: _____ Email Address: _____

Field / Emergency Contact (Name and Cell Phone): _____

SECTION #3: PERMITTEE ACKNOWLEDGEMENT

I attest that the information submitted on this form and any attachments are true, complete and accurate to the best of my knowledge. By signing this form, the permittee, its agents and employees agree to conduct the authorized activities under this permit in accordance with the attached general stipulations and all special stipulations that are incorporated upon the issuance of this permit.

Signature of Permittee

Date

Return completed, signed application to: parkpermitting@alaska.gov

SECTION #4: PERMIT FEES AND ISSUANCE (for State use only)

Application Filing Fee: _____ Annual Permit Fee: _____ (per 11 AAC 05.010 and Director's Order) Receipt Code: _____

Signature of Authorized State Representative

Date of Issuance

Non-Competitive Permit for Commercial Activities
Motor Coach / Van Tours

STATE PARK FACILITIES

Select all state park facilities for which you anticipate conducting motor coach and van tour operations (limited, transient use of roadside park facilities, such as scenic viewpoints, latrines, waysides, and picnic sites):

Northern Area

Chena River State Recreation Area

Angel Rocks Trailhead, Mile 49, Chena Hot Springs Road
Granite Tors Trailhead, Mile 39.5, Chena Hot Springs Road
Rosehip Entrance Area, Mile 27 Chena Hot Springs Road

Birch Lake SRS, Mile 305.5 Richardson Highway
Quartz Lake SRA, Mile 277.8 Richardson Highway
Big Delta SHP, Mile 274.5 Richardson Highway
Delta SRS, Mile 267 Richardson Highway

Mat-Su / Copper Basin Area

Denali State Park

Alaska Veterans Memorial, Mile 14.7, Parks Highway
Denali View North Scenic Overlook, Mile 164, Parks Highway
Denali View South Scenic Overlook, Mile 135, Parks Highway

Independence Mine SHP, Hatcher Pass, Mat Su
Matanuska Glacier SRS, Mile 101 Glenn Highway National Scenic Byway
Summit Lake SRS, Mile 19.6 Hatcher Pass Road

Chugach State Park

Beluga Point Scenic Overlook, Mile 110, Seward Highway
Bird Point Scenic Overlook, Mile 97, Seward Highway
Eklutna Lake Trailhead and Day Use Areas
Glen Alps Trailhead and Viewpoint (OPERATIONS AT GLEN ALPS LIMITED TO 15 PASSENGER OR LESS VEHICLES)
Potter Section House and Trailhead, Mile 115, Seward Highway

Kenai / Prince William Sound Area

Cooper Landing Scenic Overlook, Mile 48, Sterling Highway
Deep Creek Scenic Overlook, Mile 138, Sterling Highway
Ninilchik River Scenic Overlook, Mile 135, Sterling Highway
Worthington Glacier SRS, 28.7 Mile Richardson Highway

Other (Name of park facility(s): _____)
_____)

****Permittee will be required to submit an End of Season Report to Alaska State Parks
no later than December 1, 2017.****

General Permit Stipulations for Commercial Operators

The following stipulations apply to all Non-Competitive Park Use Permits for Commercial Activities issued by the Division of Parks and Outdoor Recreation. Noncompliance with the terms described below may result in a citation being issued to the operator for violation of 11 AAC 18.030(c) and possibly the suspension or revocation of the permit.

1. **Payment of Permit Fees.** A non-refundable application processing fee of \$100 must be paid by the applicant prior to consideration of the permit by the Division. If the permit is issued, an additional annual permit fee must also be paid by the applicant prior to commencing the activities authorized under the permit. For purposes of determining the annual permit fee, a “resident” is defined as follows (per AS 16.05.940):
 - a. If the permit is issued to an individual, a “resident” is a person who for the 12 consecutive months immediately preceding the time when the assertion of residence is made has maintained the person’s domicile in the state and who is neither claiming residency in another state, territory, or country nor obtaining benefits under a claim of residency in another state, territory, or country.
 - b. If the permit is issued to a business, a “resident” is a partnership, association, joint stock company, trust, or corporation that has its main office or headquarters in the state.
2. **End of Season Report / Per Client Fees.** Permittee shall submit an End of Season Report by December 1, documenting activities on lands or waters covered by this permit on a form provided by the authorizing officer. (If you are still actively working in the Park unit after December 1st a special exemption is required by the authorizing officer). The Division will assess per client fees based on the numbers reported on your End of Season Report and payment will be required on or before January 1 of the following year. State law, AS 45.45.010(a), allows the State to charge interest in the amount of 10.5% annually on debts owed to the state. A 10.5% annual penalty fee will be assessed for any per client fees that are not paid January 1st. Your annual commercial operator permit will not be issued for subsequent years until the Division receives End of Season Reports and payment of any applicable per client fees for prior years. This report is due whether you conducted commercial activities in a unit of the State Park system or not. No per client fee will be charged for persons who are transported by water or air taxi services directly to or from private property inholdings within a State Park or any government employee on official business who is transported by a commercial operator. For any commercial operator who offers multiple recreational services to a person in any given day (such as guided watercraft tours and overnight camping), only one per client fee shall apply per day, based upon the highest per client fee for the particular activities. Report these individuals only once for any one-day period on the use report form. For water taxi businesses that provide drop-off service with another business providing the customer pick-up, the per client fee will be charged to the drop off company only. The water taxi business that drops the person off will be responsible for recording the drop off numbers on the use report and paying the appropriate fee.
3. **Insurance Required.** Without limiting indemnification, the liability insurance required of commercial operators that provide guiding, outfitting, touring, education expeditions, equipment rentals or other recreational services in State Park Units shall be comprehensive (commercial) general liability insurance with coverage limits not less than \$100,000 per person / \$300,000 combined single limit per occurrence and annual aggregates where generally applicable, and shall include premise operation, independent contractor's products/completed operations, broad form property damage, blanket contractual and personal injury inducements. The director may require higher increments of liability insurance for activities that carry a higher degree of risk to the participants. The liability insurance policy must also list:

State of Alaska
Department of Natural Resources
Division of Parks and Outdoor Recreation
550 West 7th Ave., Suite 1380
Anchorage, AK 99501

as additional insured and provide for a 30-day notification to the State of cancellation, non-renewal, or material alteration of insurance.

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4. **Term.** This permit is issued for the time period shown on the face of the permit.
5. **Preferential Rights.** No preferential rights to additional services of a proprietary interest right in the lands are attached to this permit.
6. **Assignment.** This permit may not be transferred, extended or assigned without prior written approval from the authorizing officer. The permittee shall not sub-let or enter into any third party agreements involving the privileges authorized by this permit.
7. **Lawful Operations/Documentation.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this authorization does not alleviate the necessity of the permittee to obtain all required local, state and federal licenses, tags, permits, registrations and certifications that are applicable to the permittee's activities. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees. Permittee shall further require all individuals operating under this permit to have all such documentation in their possession while operating in the park and upon request shall present for inspection to any state park official or Peace Officer.
8. **First Aid Certification.** All individuals operating under this permit within a state park unit must hold a current first aid certification recognized by a state or national registration. Permittee shall provide the name of the issuing agency and the expiration date of each individual's first aid certification on the permit application. Permittee shall ensure that all individuals operating under this permit have proof of their first aid certification in their possession while operating in the park and upon request shall present for inspection to any state park official.
9. **Employee Identification.** The permittee shall list all individuals (including permittee's owners, employees, operators, and contractors) that will be operating in a state park unit under this permit. A form is provided on Page 3 of the permit application. The permittee shall provide each individual's name, driver's license (or ID) number, first aid certification and expiration date, and ADF&G sport fishing/hunting license number and expiration date (for sport fish and hunting guides only). Permittee shall submit to the Division any changes to this list. New employees are not authorized to operate in any state park unit until the Division receives the updated list. All individuals under this permit shall carry a photo ID and a copy of the signed permit at all times while operating in a state park unit.
10. **Non-Exclusive Use.** This permit shall not be construed as limiting the rights of the authorizing officer to issue similar permits for the same or similar activities in the area covered by this permit. The permittee, agents, or clients shall not interfere with free public use or other authorized use of roads, trails, lands or waters in the area of their activities.
11. **Geographic Limit.** This permit is applicable only for the use of the area designated on the permit. Further, this permit is not applicable to lands not owned or managed by state parks. Authority to use private land must be obtained in advance from the land owner. Violation of private property rights may result in the revocation of this permit.
12. **Advertising/Selling Prohibited.** This permit does not authorize the permittee to solicit business, advertise, collect any fees or sell any goods or services on lands authorized for use by this permit unless specified on this permit. The permittee shall not make any misrepresentation in his/her advertisements, signs, circulars, brochures, and letterhead or like materials regarding this permit.
13. **Structures.** No temporary structures shall be erected in the area under this permit without prior written permission of the authorizing officer. Under no circumstances will permanent structures be built. The nature and location of the structure shall be specified in an attachment to the permit. If a temporary structure is authorized, the permittee shall remove the structure and any personal property within 30 days of notification to vacate or upon termination of this permit. If the property is not removed within 30 days, the authorizing officer may dispose of the property. The permittee shall not be denied the right to sell, remove or otherwise dispose of any personal property during the 30-day period.
14. **Indemnification.** The permittee shall indemnify, save harmless and defend the State, its officers, agents, and employees

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from liability of any nature or kind, including costs and expenses for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligent act of the permittee relating to this permit.

15. **Service Standards.** The permittee shall observe such requirements respecting quality and standards of service as dictated by laws or regulations or as is necessary to protect the public health, safety and welfare.
16. **Protection of Public Health, Safety, and Welfare.** The permittee shall exercise diligence in protecting the health, safety, and welfare of clients and the general public. The Division may require the permittee to submit copies of applicable industry standards and require the permittee to adhere to those standards.
17. **Protection of Lands, Facilities, and Resources.** The permittee shall exercise diligence in protecting from damage lands, facilities and resources in the areas that are used in connection with this permit.
18. **Repair of Damage.** The permittee shall be liable for the repair of any damages to lands, facilities or resources resulting from the activities of the permittee, his/her agents, employees or clients.
19. **Vessel Operations / Identification.** All powered boats (including non-powered boats with auxiliary power units) used on any water of the state, including rivers, lakes and salt water within 3 miles of land, and all sport fishing guide boats (powered and non-powered) must be registered with the Division of Motor Vehicles, unless it is registered as a USCG documented vessel (for more information see: <http://doa.alaska.gov/dmv/reg/boat.htm>). Permittee shall list and identify all powered boats to be used in conjunction with this permit on page 2 of the application. The permittee is responsible for insuring that all vessels are equipped, maintained and operated in accordance with all applicable state and federal laws and regulations. This includes adherence to the U.S. Coast Guard manufacturer's capacity information plate.
20. **Motor Vehicle Operations / Identification.** Motor vehicles used for commercial purposes must have a commercial vehicle registration issued by the Division of Motor Vehicles (for more information see: <http://doa.alaska.gov/dmv/reg/comveh.htm>). All motor vehicles that are operated or parked on State Park lands and used in conjunction with permitted activities shall be identified by a numbered Commercial Operator decal. This identification decal shall be affixed on the bottom left hand corner of the vehicle windshield. Decals shall not be altered or affixed to unauthorized vehicles. State Park staff may confiscate decals that are altered or affixed to unauthorized vehicles.
21. **Report Abnormal Sightings.** The permittee agrees to notify the Division of Parks and Outdoor Recreation of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands and waters.
22. **Natural Hazards.** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to advise all clients of the hazards. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
23. **Private Property.** Many State Park units are bounded by private property and permission to use private property must be obtained in advance from the landowner. Use of private land without permission is trespassing.
24. **Camps and Caches.** Unless authorized, the permittee agrees not to establish temporary or permanent camps or caches within the permit area.
25. **Accident and Injury Notification.** The permittee will notify the nearest State Park area office immediately after completing any trip in which accidents have occurred involving personal injury, boat collision, overturning or swamping, or damage to the guide vessels, aircraft or other vessel; or any threatening incidents involving wildlife or of incidents involving the loss of equipment such as canoes, rafts, tents or other gear which could create the impression that someone may be lost or in danger. Injuries requiring immediate medical attention or evacuation shall be reported to State Parks or Alaska State Troopers immediately. The permittee is requested to immediately report to State Parks or Alaska State Troopers any

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knowledge of anyone injured, lost/overdue, or fatalities within the Park.

26. **Client Information.** The permittee agrees to provide clients with information regarding rules, regulations and other information pertaining to the area and with basic safety information relative to the client's visit.
27. **Cooperation and Professional Behavior.** The permittee agrees to cooperate with agency representatives for the purpose of permit compliance, operations evaluation, or to gather current information on the area for Park management purposes. The permittee shall not verbally or physically harass, assault, or abuse clients, employees, outfitters, other guides and their clients, members of the general public, or any state or federal agency representative. This includes aggressive and disruptive behavior.
28. **Non Discrimination in Employment and Services.** The permittee and his/her employees shall not discriminate against any employee providing services under this permit or applicant for employment to provide services under this permit because of race, color, religion, sex, national origin, age, or disability.
29. **Amendment.** It is expressly understood and agreed that this permit may be amended at any time through the mutual agreement of the parties or at the discretion of the authorizing officer.
30. **Renewal.** The issuance of this permit does not confer any rights of renewal or references for renewal despite investments made by the permittee or for other reasons.
31. **Restitution for Unsworn Falsification.** The permittee agrees to provide restitution of permit fees owed to DNR/DPOR upon a conviction for unsworn falsification for year(s) claiming Alaska Residency. Restitution will be considered the monetary difference between Alaska resident and non-resident fees paid for this permit. Subsequent permits will not be issued until restitution is made.
32. **Revocation/Suspension.** The permittee has read and agreed to the terms of this permit and understands that the breach of any of the terms is cause for revocation or suspension. Presenting false information on a permit application is grounds for non-issuance, suspension or revocation.
33. **Cancellation by the State.** It is understood and agreed that this permit may be revoked at any time at the discretion of the director or his/her designee without compensation to the permittee or liability to the State.