

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER**

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LIMITED NON-TIMBER FOREST PRODUCTS COMMERCIAL HARVEST PERMIT

PURCHASER (individual or business) NAME: _____

ADDRESS: _____ ZIP: _____

PHONE: _____ CELLULAR: _____ FAX: _____

EMAIL ADDRESS: _____

NAMES OF ALL PERSONS HARVESTING UNDER THIS PERMIT: _____

INTENDED LOCATIONS WHERE PRODUCTS ARE TO BE HARVESTED AND INTENDED USES:

Specific Location Descriptions: _____

Uses of Harvested Products: _____

AN END-OF-SEASON REPORT MUST BE COMPLETED AND RETURNED WITHIN 31 DAYS OF THE EXPIRATION OR TERMINATION OF THIS PERMIT. FINAL HARVEST LOCATION AND USE RECORDS (RUNNING DAILY LOG) MUST BE KEPT FOR REPORTING PURPOSES.

The following page must be completed for the issuance of this permit. Specific information about each product can be found in the Alaska Non-Timber Forest Products Harvest Manual, including maximum harvest quantities and appropriate harvesting methods. Fees are established in 11 AAC 05.010(e)(22) (to be amended...) and may be increased per 11 AAC 05.010(f). Payment is non-refundable, is subject to a \$100.00 minimum, and must be made prior to the issuance of this permit.

NON-TIMBER PRODUCT	MAX. PURCHASE	QUANT. PURCH.	COST PER UNIT	TOTAL OWED
bark—birch	300 sheets total	sheets	\$1.00 / sheet	\$
bark—cedar	100 strips total	strips	\$2.00 / strip	\$
bark—other	1,000 pounds total	pounds	\$0.20 / pound	\$
berries	75 gallons / species	gallons	\$1.00 / gallon	\$

List berries & gal./ species (450 gal. total limit):

buds—balsam poplar	250 pounds total	pounds	\$0.20 / pound	\$
buds—spruce tips	250 pounds total	pounds	\$0.20 / pound	\$
burls & galls on trees	50 burlled trees total	burlled trees	\$10.00 / burlled tree	\$
cones	1,000 pounds total	pounds	\$0.10 / pound	\$
conks—except quinine conk	10,000 pounds total	pounds	\$0.05 / pound	\$
conks—quinine conks	75 conks	conks	\$1.50 / conk	\$
cuttings—dormant for revegetation	100,000 cuttings total	cuttings	\$0.01 / cutting	\$
diamond willow— 2–2.5" diameter	100 stems total	stems	\$1.00 / stem	\$
diamond willow— <4" diameter	25 stems total	stems	\$2.00 / stem	\$
diamond willow— <6" diameter	10 stems total	stems	\$3.00 / stem	\$
diamond willow— >6" diameter	5 stems total	stems	\$5.00 / stem	\$
evergreen boughs	10,000 boughs total	boughs	\$0.05 / bough	\$
floral greenery	10,000 stems total	stems	\$0.01 / stem	\$
leaves & flowers—woody plants	1,000 pounds total	pounds	\$0.20 / pound	\$
lichens—ground	100 pounds total	pounds	\$0.50 / pound	\$
lichens—tree	300 pounds total	pounds	\$0.50 / pound	\$
mosses	500 pounds total	pounds	\$0.50 / pound	\$
mushrooms	5,000 pounds total	pounds	\$0.20 / pound	\$
non-woody perennials—above-ground shoots, stems, leaves, etc.	2,000 pounds total	pounds	\$0.50 / pound	\$
roots—edible & medicinal	500 pounds total	pounds	\$0.50 / pound	\$
roots—fibrous	1,000 feet total	feet	\$0.10 / foot	\$
seed heads—decorative	5,000 stems total	stems	\$0.01 / stem	\$
seeds	32 ounces / species	ounces	\$1.00 / ounce	\$

List seeds & oz./ species:

stems & branches—devil's club	1,000 stems total	stems	\$0.20 / stem	\$
stems & branches—shrub species	10,000 stems total	stems	\$0.20 / stem	\$
stems & branches—tree species	2,000 stems total	stems	\$0.20 / stem	\$
transplants—herbaceous plug	1,000 plugs total	plugs	\$0.20 / plug	\$
transplants—shrubby perennial	250 shrubs total	shrubs	\$2.00 / shrub	\$
transplants—sprigs	100,000 sprigs total	sprigs	\$0.01 / sprig	\$
transplants—saplings	250 saplings total	saplings	\$5.00 / sapling	\$

*** All weights are fresh, undried weight ***

TOTAL (\$100 min.) **\$**

SPECIAL STIPULATIONS FOR A LIMITED NON-TIMBER FOREST PRODUCTS COMMERCIAL HARVEST PERMIT

1. **Permit Limits.** Each individual or business may obtain only one limited non-timber forest product commercial harvest permit per consecutive 12-month period. Revisions may be made to an existing permit during the same consecutive 12-month period if such revisions do not result in the established limits for any specific product to be exceeded. No refunds are given for revisions resulting in the reduction of quantities purchased. All revisions must be authorized by the original issuing office and any additional payment must be made at the time of revision.
2. **Multiple harvesters.** Quantity limits apply to the permit, not to each individual listed as an authorized harvester on a permit. The sum of all products harvested under a permit by all harvesters must not exceed the quantities purchased and recorded on the original permit.
3. **Field copy of permit.** The permittee must have a copy of his/her permit, with product and quantity authorizations and stipulations, on his/her person while harvesting. When multiple names are listed as authorized harvesters on a permit, each individual must carry photo identification and a copy of the original permit when harvesting.
4. **Daily log.** A daily running log shall be maintained by the permittee, showing the quantities and types of products harvested and the location of harvest activities. The permittee shall keep the log on his/her person while harvesting and shall show the log to any authorized officer for inspection upon request. The daily log shall accompany the End-Of-Season Report.
5. **Reporting.** All activities authorized under this permit must be reported to the issuing agency no later than 31 days after the expiration or termination of this permit. Report shall specify a summary of the running daily log, which shall be maintained by the permittee while harvesting, including quantities and types of products harvested and dates and locations of harvest.
6. **Harvest.** Harvest must occur in accordance with the Alaska Non-Timber Forest Products Harvest Manual. A copy of this document will be made available at the time the permit is issued.
7. **Motorized Equipment.** If the use of motorized equipment is allowed for the harvest of a particular species (see the Alaska Non-Timber Forest Products Harvest Manual), do not allow fuel or petroleum lubricants to be spilled onto soil, vegetation, or water.
8. **Refuse Disposal.** All waste generated during operation or termination activities under this authorization shall be removed or otherwise disposed of in accordance with existing federal, state and local laws, regulations and ordinances. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, litter, oil drums, petroleum, ashes and discarded equipment. The site must be kept clean at all times.
9. **Storage of Equipment.** This permit does not authorize any storage of equipment.
10. **Travel on State Land.** Unless otherwise authorized, transportation by vehicle to harvesting site is allowed only in accordance with "Generally Allowed Uses on State Land" as provided in 11 AAC 96.020 and the conditions provided in 11 AAC 96.025. Vehicles shall be operated without disturbing the vegetative mat and underlying substrate. The permittee must obtain a permit from the Division of Mining, Land and Water for any off-road vehicular travel, with the exception of generally authorized vehicles.
11. **Public Land.** This authorization only grants harvest rights on general state land. This does not authorize harvest on University, Mental Health, Alaska Railroad, or State Parks and Refuges land. It also does not authorize use of federal, borough, city, native corporation, or other private lands. It is the responsibility of the permittees to insure that they are on general state land before harvesting.
12. **Public Access.** Landing areas or trails shall not be closed nor shall the permittee prevent overland access used by the general public. The ability of the general public to use and access state land or public water must not be restricted in any manner.
13. **Public Trust Doctrine.** The Public Trust Doctrine guarantees public access to, and the public right to use navigable and public waters and the land beneath them for navigation, commerce, fishing and other purposes. This authorization is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The Division of Mining, Land and Water reserves the right to grant other interests consistent with the Public Trust Doctrine.
14. **Site Disturbance.** Site disturbance shall be kept to a minimum to protect local habitats. All activities shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems. Particular attention must be paid to prevent pollution and siltation of streams, lakes, ponds, seeps and marshes, and to prevent disturbances to fish and wildlife populations and habitats.

15. **Alaska Historic Preservation Act.** The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury or destruction of any state-owned historic, prehistoric (paleontological) or archaeological site without a permit from the commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Office of History and Archaeology in the Division of Parks and Recreation (907) 269-8721 and the appropriate coastal district shall be notified immediately.
16. **Fire Prevention, Protection and Liability.** The permittee shall take all reasonable precautions to prevent and suppress forest, brush and grassfires, and shall assume full liability for any damages to state land resulting from negligent use of fire. The State of Alaska is not liable for damage to the permittee's personal property and is not responsible for forest fire protection of the permittee's activity. *In Southeast Region, no campfires are allowed beneath the forest canopy, or in areas with forest soils. Small campfires are only allowed on intertidal beach areas, or on sand and gravel bars located along streams and rivers.*
17. **Compliance with Requirements.** The permittee shall comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this authorization. The permittee shall inform and ensure compliance with these stipulations by his employees, agents, contractors, subcontractors, licensees or invitees.
18. **Violations.** This authorization is revocable immediately upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any applicable laws, statutes and regulations (federal and state). Should any unlawful discharge, leakage, spillage, emission, or pollution of any type occur due to permittee's, or its employees', agents', contractors', subcontractors', licensees', or invitees' act or omission, permittee, at its expense, shall be obligated to clean the area to the reasonable satisfaction of the State of Alaska.

Advisory Regarding Violations of the Permit Guidelines: Pursuant to 11 AAC 96.145, a person who violates a provision of a permit issued under this chapter (11 AAC 96) is subject to any action available to the department for enforcement and remedies, including revocation of the permit, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The department may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

(b) If a person responsible for an unremedied violation of 11 AAC 96 or a provision of a permit issued under this chapter (11 AAC 96) applies for a new authorization from the department under AS 38.05.035 or 38.05.850, the department may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation and provide security under 11 AAC 96.060 to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 or 38.05.850 has previously been responsible for a violation of this chapter or a provision of a permit issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, the department will consider that violation in determining the amount of the security to be furnished under 11 AAC 96.060 and may require the applicant to furnish three times the security that would otherwise be required.

19. **Indemnification.** Permittee assumes all responsibility, risk and liability for all activities of the permittee, its employees, agents, invitees, contractors, subcontractors or licensees directly or indirectly conducted in conjunction with this permit, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this permit. Permittee shall defend, indemnify and hold harmless the State of Alaska, its employees, and agents from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney fees and litigation costs, arising out of, in connection with, or incident to any act or omission by permittee, its employees, agents, invitees, contractors, subcontractors, or licensees unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days, permittee shall accept any such cause, action, or proceeding upon tender by the State. This indemnification shall survive the expiration or termination of this permit.
20. **Valid Existing Rights.** This authorization is subject to all valid existing rights in and to the land covered under this authorization. The State of Alaska makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number or nature of such valid existing rights.
21. **Reservation of Rights.** The division reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land covered under this authorization. Authorized concurrent users of state land, their agents, employees, contractors, subcontractors and licensees shall not interfere with the operation or maintenance activities of each user.
22. **Termination.** This permit is not a property right. It is a temporary authorization, revocable by the State with or without cause.

- 23. **Preference Rights.** No preference right for long term use or conveyance of the land is granted or implied by the issuance of this authorization.
- 24. **Assignment.** This permit is not transferable and cannot be assigned or subleased, in whole or in part, to another party. It is issued to authorize specific activities requested by the permittee that are not included in the category of "generally permitted (allowed) uses." (11AAC 96.010 - .020)
- 25. **Other Authorizations.** This permit does not eliminate the need to obtain other necessary authorizations from federal, state and local agencies and affected private entities.

The PURCHASER and the STATE agree to this sale under the authority of Alaska Statute 38.05.850 and subject to all of the above terms and conditions. Commercial harvest of non-timber forest products may begin **only** upon receipt of an approved copy of this permit.

I have read and understood the requirements of this Limited Non-Timber Forest Product Commercial Harvest Permit, the Alaska Non-Timber Forest Products Harvest Manual, and the associated **Special Stipulations**. I understand that this permit is not legal until signed by a Department of Natural Resources representative and my prepayment for the material may be returned if the permit cannot be issued.

(X)

Signature of Purchaser **Date**

This permit is for nonexclusive use. It may be cancelled at any time by the Director of Mining, Land and Water if it appears to be in the best interest of the State of Alaska to do so. This permit is issued subject to the above Special Stipulations.

DMLW Use Only

This permit expires on: _____	By: State of Alaska: _____
Title: _____	