



January 1, 2022

Dear Applicant:

Thank you for your interest in an Alaska State Parks Non-Competitive Commercial Use Permit. **Please review this cover letter and the attached application materials carefully.** To apply for a 2022 permit, please complete and sign the enclosed 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). Where applicable, the application form will prompt you to list the license/registration/certificate numbers and expiration dates.

State law requires that anyone conducting commercial activities within a unit of the State Park system obtain, in advance, a permit issued by the Division of Parks and Outdoor Recreation. Examples of commercial activities include guided activities, charter services, transportation services, outfitting, supply, or equipment sales or rentals within a park. Any activity that meets the definition of commercial activity as found in 11 AAC 12.340(19) requires a permit.

11 AAC 12.340(19) "commercial activity" means the sale of, delivery of, or soliciting to provide, goods, wares, edibles, or services in exchange for valuable consideration through barter, trade, or other commercial means; a service offered in conjunction with another sale of goods, wares, edibles, or services, which service involves the use of state park land or water, is a commercial activity whether or not it is incidental to, advertised with, or specifically offered in the original sale; all guide, outfitter, and transportation services are commercial activities if any payment or valuable consideration through barter, trade, cash, or other commercial means is required, expected, or received beyond the normal and customary equally shared costs for food and fuel for any portion of the stay in the park.

All individuals operating under your permit are required to carry **a copy of page 1 of this permit and stipulations while operating in the park.** If your employees change during the year, you must submit an updated list to State Parks before new employees may operate within any state park unit.

Application Process:

Please return your completed application by email to parkpermitting@alaska.gov. Instructions for payment will follow.

Permit Fees:

- A non-refundable permit application processing fee of **\$100.00**
- Annual permit fee of **\$350**
- Client fees: Please utilize the online reporting website to submit your end of the season use report and per client fees at <https://dnr.alaska.gov/parks/commercialusepermits> by December 31. (See attached General Stipulations for more information on filing requirements).

For more information please contact the Division at parkpermitting@alaska.gov or call 907-269-8400.

****Note: It may take up to thirty days to process your application so please plan accordingly****



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

AS 41.21.020 / 11 AAC 18.030

LAS Number: _____

Official Use Only
 Application Received:

****A copy of this permit and stipulations must be carried by the Permittee and all employees while operating in a State Park****

APPLICANT INFORMATION						
Full Name: _____		Title: _____				
Physical Address: _____						
City: _____		State: _____		Zip Code: _____		
Mailing Address (if different than above): _____						
City: _____		State: _____		Zip Code: _____		
Email Address: _____			Phone: (_____) _____			
Emergency Contact: _____			Phone: (_____) _____			
BUSINESS INFORMATION						
Business Name: _____						
Alaska Business License Number: _____			Business License Expiration: _____			
<i>Per AS 43.70.020(a) a business license is required for the privilege of engaging in business in the State of Alaska.</i>						
Website: _____						
Social Media: _____						
PARK UNITS AND SERVICES						
<u>For each proposed service attach detailed trip itineraries, topographic or other maps showing trail routes (starting and ending points), camping locations, activity areas, etc.). List landing sites with GPS coordinates (for aircraft operations) and include other descriptive information as necessary. All permits must have an operating and trip itinerary for it to be processed.</u>						
Park Name: _____		Specific Facilities/Area: _____				
Activities and Services Offered (highlight all that apply): Air Charter, ATV, Biking, Boat Rental, Camping, Dog Sled, Fishing, Helicopter, Historical Tours, Hunting, Hiking, Instructional Classes, Motorcoach, Outfitting, Scenic Tours, Water Taxi. Other activities not listed: _____						
Park Name: _____		Specific Facilities/Area: _____				
Activities and Services Offered (highlight all that apply): Air Charter, ATV, Biking, Boat Rental, Camping, Dog Sled, Fishing, Helicopter, Historical Tours, Hunting, Hiking, Instructional Classes, Motorcoach, Outfitting, Scenic Tours, Water Taxi. Other activities not listed: _____						
Park Name: _____		Specific Facilities/Area: _____				
Activities and Services (highlight all that apply): Air Charter, ATV, Biking, Boat Rental, Camping, Dog Sled, Fishing, Helicopter, Historical Tours, Hunting, Hiking, Instructional Classes, Motorcoach, Outfitting, Scenic Tours, Water Taxi. Other activities not listed: _____						
For guided and transportation operations estimate number of clients: Per Day _____ Per Season _____						
Does this activity require personnel to stay overnight in the park? YES / NO						
Months of Operation (check all that apply):						
	JAN	FEB	MAR	APR	MAY	JUN
	JUL	AUG	SEP	OCT	NOV	DEC

Alaska State Parks
Non-Competitive Permit for Commercial Activities

INDIVIDUALS OPERATING WITHIN PARK

List all individuals (owners, employees, operators, guides, etc.) that will be operating in a state park under this permit.

****If changes to this list occur during the year, send an updated list to: parkpermitting@alaska.gov ****

New employees are not authorized to operate in any state park unit until the Division receives the updated list.

You may substitute your own attachment (Word document, Excel spreadsheet, etc.) in place of this page, provided it includes all required information below.

Name	Title (owner, guide, pilot, captain, etc.)	Driver's License / ID (state / license #)	First Aid Certification <small>Recognized by state or national org.</small> (issuing agency / exp. date)	ADF&G fishing/hunting license #, Airman certificate and exp. date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Attach additional pages as necessary (Page _____ of _____)

Alaska State Parks
Non-Competitive Permit for Commercial Activities

VEHICLES, BOATS, AIRCRAFT, SNOWMOBILES, ATVS, ETC.

List all vehicles to be utilized for operations in a state park. *(Attach additional pages if necessary)*

Vehicle Type (Motorcoach, taxi, highway, boat, aircraft snowmobile, ATV, etc.)	Make, Model & Year	Color	State & License Plate #, Registration # (snow & boat), N Number (aircraft)	Passenger Capacity	<i>Official Use Only</i> Park Decal #
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

WOOD-TIKCHIK BOAT STORAGE: Will any boats be stored in Wood-Tikchik SP (check)? **YES** / **NO** *(Additional fees apply.)*

PERMITTEE HISTORY

Within the past 5 years, has the company (entity), it's owners, or any employees who have or will be expected to operate within the parks, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any state, federal, or local law, or regulations related to fish and game or permit activities (check) ? **YES** / **NO**

If you answered yes, provide the individual's name, date of charge, charge(s), location of incident, court and action taken for each violation *(Attach additional pages if necessary)*:

PERMITTEE ACKNOWLEDGEMENT

I attest 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.

Permittee Signature Date

PERMIT AUTHORIZATION *(for State use only, permit not valid unless signed)*

Application Filing Fee: _____ Annual Permit Fee: _____ *(per 11 AAC 05.170 and Director's Order)*

Signature of Authorized State Representative Date of Issuance Expiration Date

General Permit Stipulations for Commercial Use Permits
Alaska State Parks

The following stipulations apply to all Non-Competitive Park Use Permits for Commercial Activities issued by the Division of Parks and Outdoor Recreation (DPOR). 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 Commercial Use Permit Fees.** Commercial Use Permit fees must be paid in full prior to issuance of any permit. Permit fees are specified by Director's Order and available on the DPOR website dnr.alaska.gov/parks/.

2. **Payment of Per Client Fees / End of Season Reporting.** Permittee shall submit an End of Season Report by December 31st of the permit year, accurately documenting activities on lands and waters covered by this permit. The Division will assess per client fees based on number of client days, locations, and activities that have occurred on lands and waters covered by this permit and payment will be required on or before December 31. 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 received by DPOR by December 31. Permitter's annual commercial use permit will not be issued for subsequent years until the Division receives End of Season Reports and payment of all applicable per client fees for prior years. End of Season reporting is required whether or not you conducted commercial activities in a unit of the State Park system. 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. If multiple commercial permittees (businesses) provide services to a single client, each permittee is responsible for payment of the use fees for the services they provide. Commercial permittees providing multiple services to a client on the same day will only be charged one fee per day per client. In this situation, the fee for the service with the highest fee applies. Report each individual only once for each one-day period. **Please utilize the online system to report park use and pay online at <https://dnr.alaska.gov/parks/commercialusepermits>. A documented record of park per client use days must be sent to parkpermitting@alaska.gov for verification of use.**

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.

4. **Term.** This permit is issued for the calendar year 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.

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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 employee'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 landowner. 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. Temporary structures are permitted through DPOR regional offices with additional permit stipulations and fees.

14. **Indemnification.** The permittee shall indemnify, hold harmless and defend the State, its officers, agents, and employees 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

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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 damage to lands, facilities and resources in the areas that are used in connection with this permit. Cultural resources, such as human remains, historic artifacts, archaeological materials, or paleontological resources shall be avoided and may not be disturbed, altered, destroyed, or collected. If human remains, historic resources, archaeological resources, or paleontological resources are encountered during permitted activities, all activities that may disturb or damage the site shall cease in the immediate area and you shall immediately (within one business day of discovery) notify the Park and the Office of History and Archaeology (907-269-8700).

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 vessels (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 and hunting guide boats (powered and non-powered) must be registered with the Division of Motor Vehicles (for more information see: <http://doa.alaska.gov/dmv/reg/boat.htm>). Permittee shall list and identify all vessels 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.** All motor vehicles operated or parked on State Park lands and used for commercial activities shall be identified by a numbered Commercial Use Vehicle decal. This 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. Commercial Use Vehicle decals are only valid for day use parking at state park facilities while conducting commercial activities in a state park.

21. **Report Abnormal Sightings.** The permittee shall 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. **Camps and Caches.** Unless otherwise authorized, the permittee agrees not to establish temporary or permanent camps or caches within the permit area. All property of the permittee is to be removed from park lands and waters upon completion of permitted activities.

24. **Storage Prohibited.** Unless otherwise authorized, the permittee may not store vehicles, boats, aircraft, or any other equipment or supplies on State Park lands or waters. Vehicles may be legally parked during operations in the park.

25. **Sanitation.** When toilets are not available, the permittee agrees to dispose of human waste at least two hundred (200) feet from surface water. All solid waste must be completely covered with soil or contained and removed to a legal disposal facility.

26. **Trash.** All trash and garbage must be removed from the park and appropriately disposed of. No trash is to be left behind, buried, or submerged or disposed of in fresh or saltwater of parks.

27. **Wildlife Interactions.** No wildlife species will be baited, harassed, or approached closely enough to disrupt the animal's natural activity or to endanger human life except for a legal hunt for game.

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28. **Accident and Injury Notification.** The permittee shall 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 knowledge of anyone injured, lost/overdue, or fatalities within the Park.
29. **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.
30. **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 the use of profanity, aggressive and disruptive behavior.
31. **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.
32. **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.
33. **Restitution for Unsworn Falsification.** The permittee agrees to provide restitution of per client fees owed to DNR/DPOR for any inaccurate reporting of commercial use. Restitution will be considered the monetary difference between fees paid and fees owed to the state under this permit. Subsequent permits will not be issued until restitution is made.
34. **Revocation/Suspension.** The making of a false statement or presenting false or purposefully altered documents is prohibited and grounds for immediate revocation of commercial use permit under 11 AAC 18.030(c). Failure to abide by any part of this use permit or the willful violation of any state regulation will be considered grounds for immediate suspension or revocation of this permit and may result in denial of future permits. 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. This provision applies to all persons working under the authority of this permit, including guides, assistant guides, employees, etc.
35. **Revocation by the State.** 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, including for failing to comply with permit stipulations.
36. **Cost Recovery and Monitoring Fees.** Any permit which creates unusual impacts, results in large amounts of waste, requires additional monitoring or enforcement, or creates other costs for the Division of Parks & Outdoor Recreation may be subject to additional fees such as Ranger time for traffic control, resource oversight, or field inspections, impacts on trash and toilet facilities or other resource impact mitigation measures.