

## **General Permit Stipulations for Commercial Operators**

1. **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.
2. **Insurance Required:** Without limiting indemnification, the liability insurance required of commercial operators that provide guiding, outfitting, touring, educational expeditions or other recreational services in State Park units shall be a minimum \$100,000 per person \$300,000 combined single limit per occurrence public liability insurance. Coverage shall include premise operations, independent contractor's products/completed operations, broad form property damage, blanket contracts and personal injury inducements. The liability insurance policy must also list the State of Alaska as "additional insured" and must provide for a 30-day notification to the State of cancellations, non-renewal, or material alteration of insurance.
3. **Term:** This permit is issued for the time period shown on the face of the permit.
4. **Preferential Rights:** No preferential rights to additional services of a proprietary interest right in the lands are attached to this permit.
5. **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.
6. **Geographic Limit:** This permit is applicable only for the use of the area designated on the permit. This permit is not applicable to lands not owned or managed by the agency that issued the permit.
7. **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.

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8. **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.
9. **Indemnification:** The permittee shall indemnify, save 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.
10. **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.
11. **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.
12. **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.
13. **Operator Identification:** The permittee agrees to provide the full names and drivers' license numbers of all employees providing services on parklands or waters.
14. **Vessel Identification:** All guide vessels, rental vessels, or water taxis shall be identified by "Commercial Operator" stickers. These identification stickers shall be placed on both sides of the vessel, if applicable.
15. **Vehicle Identification:** 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 sticker. This identification sticker shall be affixed on the bottom left hand corner of the vehicle windshield. Stickers shall not be altered or affixed to unauthorized vehicles. State Park staff may confiscate stickers that are altered or affixed to unauthorized vehicles.

16. **Equipment Operations:** The permittee is responsible for insuring that the vessel(s) is/are equipped, maintained and operated in accordance with all applicable state and federal laws and regulations. This includes adherence to the recommendations of the U.S. Coast Guard manufacturer's capacity information plate.
17. **Lawful Operations:** The permittee agrees to operate in accordance with the regulations of the Alaska Department of Fish and Game and all other local, state, and federal laws and regulations.
18. **Applicable Documentation:** The permittee agrees to provide documentation of all applicable licenses and permits as requested by the authorizing officer.
19. **Making a False Statement:** The making of a false statement or presenting false or purposefully altered documents in order to obtain this permit is a violation of the permit stipulations.
20. **End of Season Reports:** The permittee shall submit a report documenting his/her activities on lands or waters covered by the permit on a form provided by the authorizing officer. All use reports are due before **December 1, 2009**.
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. **Inspection/Access:** 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.
23. **Amendments:** 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.

24. **Suspension or Revocation:** The permittee has read and agreed to the terms of this permit and understands that the breach of any terms is cause for suspension or revocation. Further, it is expressly understood and agreed that this permit may be revoked with cause at the discretion of the authorizing officer without compensation to the permittee or liability to the authorizing agency. The following penalties pertain only to violations that occur while providing services in units of the Alaska State Park System.

**A. Grounds for up to a three-day suspension:**

- 1) First conviction for violating State Park (including violation of permit stipulations), fish and game, or other state or federal regulations or laws while conducting commercial operations in an Alaska State Park unit.
- 2) Violation of not having a Personal Floatation Device (PFD) on children under the age of 13 while aboard a vessel.

**B. Grounds for up to a seven day suspension:**

- 1) Second court conviction for violating State Park (including violation of permit stipulations), fish and game, or other state or federal regulations or laws while conducting commercial operations in an Alaska State Park unit.

**C. Grounds for up to a thirty day suspension:**

- 1) Third court conviction for violating State Park (including violation of permit stipulations), fish and game, or other state or federal regulations or laws while conducting commercial operations in an Alaska State Park unit.
- 2) **Positive test in drug screening program. The permit may be returned after a 30-day period (in season) and proof of negative drug test.**
- 3) Conviction of reckless endangerment or negligent operation in relation to services provided or conduct that puts clients or the public in danger while conducting commercial activities in an Alaska State Park unit.

**D. Grounds for immediate and indefinite suspension:**

- 1) Loss or expiration of U.S. Coast Guard license, airman certificate, or driver's license. This penalty will apply if the permitted commercial operation requires the operator to have such licenses to conduct certain aspects of their business within State Parks. (A charter boat operator must have a valid Coast Guard license to provide charter services. He/she may not need a valid driver's license unless he is providing vehicular transportation for his/her clients.) The permit will be suspended until a valid license can be obtained.
- 2) Loss of required liability insurance coverage. Permit

suspended until valid liability insurance policy is obtained.

- 3) Loss of Alaska Sport Fishing License by court conviction (sport fishing charter/guide operations). Permittee will be eligible to re-apply for a permit when a sport fishing license can be obtained provided his/her State Park permit has not been revoked for conviction of multiple fishing violations.

**E. Grounds for Permanent Revocations:**

- 1) Court conviction for operating a vessel, vehicle or aircraft while under the influence of drugs or alcohol while providing commercial services to clients within State Park units.
  - 2) Second court conviction of negligent operation/reckless endangerment related to services provided, or conduct that puts clients or the public in danger (while conducting commercial activities in an Alaska State Park unit.)
  - 3) Operation of a vessel, aircraft, or vehicle in a negligent or reckless manner and an accident occurs that results in fatalities or injuries to clients or others (while conducting commercial activities in an Alaska State Park unit.)
  - 4) Court conviction for operating vessel, aircraft or vehicle without the appropriate licenses (while conducting commercial activities in an Alaska State Park unit.)
  - 5) Four convictions in three years of any combination of State Parks, Coast Guard, Fish and Game, or any agency regulations.
  - 6) Two positive drug tests.
  - 7) Any court conviction involving weapons, intentional ramming, or second-degree assault (while conducting commercial activities in an Alaska State Park unit.)
25. **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.

26. **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.
27. **Camps and Caches:** The permittee agrees not to establish temporary or permanent camps or caches within the permit area.

28. **Accident and Injury Notification:** The permittee will notify the Kenai Area Superintendent 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. **Quality of Service:** 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.
30. **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.
31. **Professional Behavior:** The permittee shall not verbally or physically harass, assault, or abuse clients, employees, outfitters, other guides and their clients, or members of the general public. This includes aggressive and disruptive behavior.
32. **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.
33. **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.
34. **Other Permits:** The permittee understands that commercial activities conducted within the boundaries of the Kenai National Wildlife Refuge or the Chugach National Forest may require an additional Special Use Permit from the U. S. Fish and Wildlife Service or the U. S. Forest Service.
35. **Payment of Permit Fees:** All permit fees shall be paid prior to commencing the activities authorized under this permit.
36. **Restitution for Unsworn Falsification:** The permittee agrees to provide restitution of permit fees owed to DNR/DPOR upon a conviction for

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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.

This permit is non-transferable and the permittee shall not sublet or enter into any third party agreements involving the privileges authorized by this permit. This permit is issued in accordance with 11 AAC 12.300 and 11 AAC 18.030. I have read and understand and agree to comply with Commercial Use Permit Stipulations #1 through #36 and confirm that I am a:

\_\_\_ Resident of the State of Alaska

\_\_\_ Non-resident of the State of Alaska

Resident is defined in AS 16.05.940. "Resident" means 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.

\_\_\_\_\_  
Permittee's Signature

\_\_\_\_\_  
Date

Amended 01/06/09