

ALASKA STATE PARKS
MOTOR COACH AND VAN TOURS
APPLICATION AND
COMMERCIAL PARK USE PERMIT

Last Name: _____ First Name: _____ M.I.: _____

Name of Business _____

Permanent Mailing Address: _____

Business Phone: _____ Email address: _____ Fax: _____

Alaska Business License Number: _____ Business License LOB Number: _____.

Insurance Company: _____

General Liability: _____ Policy #(s): _____.

Comprehensive Auto: _____ Policy #(s): _____.

Please estimate the total number of passengers (client days) * that will visit each of the facilities listed below:

- ____ Alaska Veterans Memorial, Mile 14.7, Parks Highway, Denali State Park
- ____ Angel Rocks Trailhead, Chena River SRA, .Mile 49, Chena Hot Springs Road
- ____ Beluga Point Scenic Overlook, Mile 110, Seward Highway, Chugach State Park
- ____ Bird Point Scenic Overlook, Mile 97, Seward Highway, Chugach State Park
- ____ Cooper Landing Scenic Overlook, Mile 48, Sterling Highway
- ____ Deep Creek Scenic Overlook, Mile 138, Sterling Highway
- ____ Denali View North Scenic Overlook, Mile 164, Parks Highway, Denali State Park
- ____ Denali View South Scenic Overlook, Mile 135, Parks Highway, Denali State Park
- ____ Delta State Recreation Site, Mile 267 Richardson Highway
- ____ Eklutna Lake Trailhead and Day Use Areas, Chugach State Park
- ____ Glen Alps Trailhead, Chugach State Park
- ____ Ninilchik River Scenic Overlook, Mile 135, Sterling Highway
- ____ Potter Section House State Historical Site and Trailhead, Mile 115, Seward Highway, Chugach State Park
- ____ Rosehip Entrance Area, Mile 27 Chena Hot Springs Road, Chena River SRA
- ____ Granite Tors Trailhead Mile 39.5, Chena Hot Springs Road, Chena River State Recreation Area

____ Total estimated number of client days for calendar year.

Permit Fees.

Please enclose a non-refundable permit application processing fee payment of \$50.00, plus half the estimated total daily client fee, which may be calculated by multiplying the total number of client days by \$0.50 and dividing by two. Checks should be payable to the State of Alaska.

* For the purposes of this permit application, a client day is defined as any portion of a day in which a person receiving services under this permit uses a state park facility or enters onto state park land or water. This number will be used to calculate the initial fee payment, based on \$0.50 per client day. The permit application fee and half the estimated annual daily client fee are due at the time of application. An applicant may elect to submit full payment if their passenger (client) number is known upon application. A year-end report is attached and may be used to provide the actual number of client days for the year, and to calculate any balance due to the state.

Please provide any other comments or information that would be helpful in processing this permit application:

Also, please submit photocopies of the following items with this application:

- ___ Alaska Business License (if you have business offices in Alaska)
- ___ Proof of Insurance as required in the attached stipulations

Return to: State of Alaska, Division of Parks and Outdoor Recreation
Kenai River Center
514 Funny River Road
Soldotna, Alaska 99669

PERMIT STIPULATIONS

MOTOR COACH AND VAN TOURS COMMERCIAL PARK USE PERMIT

The following stipulations are required for all Non-Competitive Park Use Permits for Commercial Activities issued by the Division of Parks and Outdoor Recreation for motor coach and van tours. Non-compliance with the terms described below may result in a citation being issued to the operator for violation of 11 AAC 12.300 and possibly the suspension or revocation of the permit.

1. **Payment of Permit Fees.** A non-refundable application processing fee of \$50 plus half estimated annual total daily client fees (based on the seasonal use estimate) must be paid by the applicant prior to consideration of the permit by the Division. **The remainder of the daily client fees is due by December 1, (based on the end of season report of total daily clients visiting state park facilities).** Checks shall be made payable to the State of Alaska.

2. **Required Insurance.** Without limiting indemnification, the permittee shall secure and maintain liability insurance coverage as follows: comprehensive (commercial) general liability insurance with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable, including premise operation, independent contractor's products/completed operations, broad form property damage, blanket contractual and personal injury inducements; and comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles being used in conjunction with the authorized activity with coverage limits not less than \$500,000 combined single limit per occurrence.

The director may require higher increments of liability insurance for activities that carry a higher degree of risk to the participants. Required liability insurance policies must also list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the authorizing officer should the policy be canceled.

The permittee shall provide proof of required insurance at the time of permit application, or before a permit will be issued.

3. **Term.** This permit is issued for the calendar year and may be renewed by reapplying to the authorizing officer.
4. **No Preferential Rights.** No preferential rights to additional services or proprietary interests in 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. Further, the permittee shall not enter into any third party agreements involving the privileges authorized by this permit.
6. **Lawful Operations.** The permittee agrees to operate in accordance with the regulations of all other local, state, and federal laws and regulations.
7. **Non-Exclusive Use.** The permit shall not be construed as limiting the rights of the authorizing officer to issue similar permits for same or similar activities in the area covered by this permit. Further, the permittee's employees, agents or clients shall not interfere with free public use or other authorized users of park facilities or land and waters in the area of their activities.
8. **Geographic Limit.** This permit is applicable only for the use of the sites designated on the permit and is not applicable to lands not owned or managed by state parks.
9. **Advertised/Selling Prohibited.** It is expressly agreed and understood that this permit does not authorize the permittee to solicit business, advertise, collect any fees or sell any goods or services on lands authorized to be used by this permit unless specified on the permit. Further, the permittee shall not make any misrepresentations in his/her advertisements, signs, circulars, brochures, letterheads and like materials regarding this permit.

10. **Year-End Report.** Permittee shall submit a year end report by December 1, documenting activities at sites covered by this permit, including a final actual count of client days generated at each of the sites authorized under this permit. The additional daily client fees due at year's end based upon the final actual count of client days (minus the 50 % estimate) shall be included as part of the required year end report
11. **Structures/Signs.** No temporary or permanent structures or signs shall be erected at any site under this permit.
12. **Accident Notification.** The permittee shall notify the authorizing officer within 24 hours of any accidents involving personal injury or death, of threatening incidents involving wildlife, or of incidents involving the loss of gear or equipment.
13. **Indemnification.** The permittee shall indemnify, save harmless and defend the state, its officers, agents and employees from liability of any nature or kind including cost 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 of negligent act of the permittee relating to its performance of this permit.
14. **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 authorizing officer may require the permittee to submit copies of applicable industry standards and require the permittee to adhere to those standards.
15. **Protection of Lands, Facilities and Resources.** The permittee shall exercise diligence in protecting from damage lands, facilities and resources of the permitted sites and used in connection with this permit.
16. **Repair of Damages.** The permittee shall be liable for the repair of significant damages to lands, facilities or resources resulting from the activities of the permittee, his agents, employees or clients.
17. **Inspection/Access.** Permittee agrees to cooperate with agency representatives for the purpose of permit compliance, operations evaluation, or to gather current information on the area or for park management purposes.
18. **Amendment.** It is expressly understood and agreed that this permit may be amended at anytime through the mutual agreement of the parties or at the discretion of the authorizing officer.

19. **Revocation/Suspension.** The permittee has read and agreed to the terms of this permit and I have read the attached permit stipulations and agree to abide by them at all times while operating under this permit. The information I have provided in this application is complete and true to the best of my knowledge. I understand that any false, fictitious, or fraudulent statement or representation may result in denial, suspension or revocation of any permit issued.

I agree to provide the services indicated in a satisfactory manner, to abide by the terms and conditions of any permit that might be issued, and to confine activities to those described herein.

Applicant's (or Representative's) Signature

Applicant's Name and Title

Date

PERMIT ISSUED

Permit Number_____

Authorizing Officer's Signature

Date

Authorizing Officer's Name and Title