



**GENERAL STIPULATIONS FOR  
COMMERCIAL ACTIVITIES ON THE  
LITTLE SUSITNA RIVER  
WITHIN THE SUSITNA FLATS STATE GAME REFUGE**



The stipulations below apply only to commercial activities conducted on the Little Susitna River within the Susitna Flats State Game Refuge and within the Little Susitna Public Use Facility.

**Lawful Operations.** The Permittee and all other guides operating under this permit agree to operate in accordance with the regulations of the Alaska Dept. of Fish and Game, USCG licensing requirements, and all other applicable local, state, or federal laws and regulations. Guides are responsible for verifying that clients have fishing licenses and adhere to fishing regulations.

**Mooring.** No permanent watercraft mooring with chains and locks within the Little Su Public Use Facility (LSPUF) is allowed (except for watercraft conducting official government business). All watercraft mooring will be on a "first-come, first-served" basis within the LSPUF. No exclusive mooring sites are available within the LSPUF. Commercial operators who pull their boats nightly may leave a boat on a trailer at a designated site only if they have a commercial camping pass and the site will hold the camping unit, vehicle and trailer.

**Preferential Rights.** No preferential rights to additional services of a proprietary interest right in lands are attached to this permit.

**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.

**Non-exclusive Use.** This 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. The Permittee, 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.

**Advertising/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.

**Structures.** No temporary structure or sign shall be erected within the Little Susitna Public Use Facility. Structures on other lands must be appropriately permitted.

**Accident and Injury Notification.** Injuries requiring emergency medical attention or evacuation shall be reported to State Park staff or 911 Dispatch immediately. The Permittee shall immediately report to State Park staff or 911 Dispatch knowledge of any person injured, lost/overdue, or deceased. The Permittee will notify the Alaska State Parks Mat-Su Area Superintendent (745-8935) or a State Park Ranger immediately after completing any trip in which accidents have occurred involving personal injury, boat collision, overturning or swamping, or damage to the guide vessels; 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.

**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.

**Protection of Lands, Facilities and Resources.** The Permittee shall exercise diligence in protecting from damage lands, facilities and resources in the permit area and used in connection with this permit.

**Inspection/Access.** The Permittee and all other guides operating under this permit agree to cooperate with agency representatives for the purpose of permit compliance, operations evaluation, or to gather current information on the area or for fishery and refuge management purposes.

**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 without compensation to the Permittee or liability to the authorizing agency.

**Applicable Documentation.** The Permittee shall provide a copy of his/her ADFG Sport Fish Business and Guide license. All other guides operating under this permit must provide a copy of their ADFG Sport Fish Guide license. The Permittee agrees to provide documentation of any other applicable licenses and permits requested by the authorizing officer.

**Vessel / Vehicle Identification.** All guide vessels, rental vessels, water taxis or motor vehicles shall be identified by "Commercial Operator" decals. These identification decals will be provided by Alaska State Parks and shall be placed on both sides of the vessel, if applicable and/or be placed on the bottom, left hand corner of the vehicle's windshield.

**Suspension or Revocation.** The Permittee and all other guides operating under this permit must read and agree to the terms of this permit and understand 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 for 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 at the Little Su Public Use Facility and within the river corridor from the mouth to river mile 32.5 (north boundary of the Susitna Flats State Game Refuge) hereafter referred to as the river corridor.

**Suspensions will occur in the season following conviction.**

**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 the LSPUF or river corridor.

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

- 1) Second 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 the LSPUF or river corridor.

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

- 1) Third 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 the LSPUF or river corridor.
- 2) Positive test in drug screening program (for permits in which participation in a drug-testing program is required.) The permit may be returned after a 30-day suspension in-season and proof of a negative drug test.
- 3) Convictions of reckless endangerment or negligent operation in relation to services provided or conduct that puts clients or the public in danger while engaged in commercial activities in the LSPUF or river corridor.

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

- 1) Loss or expiration of ADFG Sport Fish Business or Sport Fish Guide license, USCG "6-pack" license, or driver's license. The driver's license requirement only applies if the permitted commercial operation requires the Permittee, employee, or other guide to have a valid driver's license to conduct certain aspects of their business within the Little Susitna Public Use Facility. For example, a guide must have a valid Coast Guard license to provide charter services. He may not need a valid driver's license unless he is driving to or from the LSPUF. The permit will be suspended until a valid license can be obtained.
- 2) 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 Little Su Public Use Facility 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 the LSPUF or river corridor.
- 2) Second court conviction of negligent operation/reckless endangerment related to services provided, or behavior that puts clients or the public in danger while conducting commercial activities in the LSPUF or river corridor.
- 3) Operation of a vessel, aircraft, or vehicle in a negligent or reckless manner and resulting in an accident with fatality or injury to clients or others while conducting commercial activities in the LSPUF or river corridor.
- 4) Court conviction for operating vessel, aircraft or vehicle without the appropriate licenses while conducting commercial activities in the LSPUF or river corridor.
- 5) Four convictions in three years of any combination of State Parks, Coast Guard or Fish and Game regulations.
- 6) Two positive drug tests in a three-year period.
- 7) Any court conviction involving weapons, intentional ramming, or second-degree assault while conducting commercial activities in the LSPUF or river corridor.

**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.

**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.

**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.

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 AS Title 16 , 5AAC, 11 AAC 12.300 and 11 AAC 18.030. I have read and understand and agree to comply with Commercial Use Permits Special and General Stipulations.

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Permittee's Signature

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Date