

**WOOD-TIKCHIK STATE PARK  
2009 APPLICATION FOR NON-COMPETITIVE PERMIT  
FOR COMMERCIAL ACTIVITIES  
P.O. Box 1822, Dillingham, AK 99576**

Please Print

1. Name of Business \_\_\_\_\_
2. Address of Business \_\_\_\_\_
3. Telephone Number \_\_\_\_\_
4. Name of Owner and/or Business Manager \_\_\_\_\_
5. Email Address \_\_\_\_\_
6. Alaska Driver's License Number (ADL#) \_\_\_\_\_
7. Date of Application \_\_\_\_\_
8. Names, addresses and ADL#'s of other owners and managers if applicable.

\_\_\_\_\_

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\_\_\_\_\_

9. Type of Activity \_\_\_\_\_
- \_\_\_\_\_

10. Please indicate below the park unit(s), general areas within the park(s) you plan to operate and the type of service you would offer in each area (if they differ by area or park unit). Include means of access, stock use, if any, campsite locations, group size, etc. Attach additional pages if necessary.

Name of Park Unit	Specific Location and Date (s)	Proposed Services

11. Hunting Guide Services: List the names of the individual hunting guides and assistant guides who will be operating under this permit:

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12. Qualifications

a. Briefly list previous commercial activities similar to those described in item #9. Information for the previous three years will be sufficient. Use other side if necessary.

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b. List specialized training applicable to this application.

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13. Will any of the commercial activities proposed occur on or be based on private lands within a state park unit?

a. Amount of Land

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b. Location

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c. Who has title?

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d. What percentage of the commercial service will take place on private land (approximate):

%

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e. What percentage of the commercial service will take place on state park lands?

%

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14. Do you plan to moor any boats within the Wood-Tikchik State Park? If so, list location of boats. (Must have current Alaska registration and business name on boat).

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15. Under other state and federal regulations you may need additional permits and licenses to operate boat, aircraft and vehicles. Please list the license or "N" numbers of aircraft, AK numbers for Boats, and license numbers for vehicles and trailers you will be operating in conjunction with your activities.

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16. Please submit the following attachments with your application:

a. **Valid Alaska Business License** for the individual business. The telephone number for the Alaska Department of Commerce and Economic Development in Juneau is (907) 465-2550 or in Anchorage is (907) 269-8173. More information about business licenses is available on the State web site. The Internet address is <http://www.state.ak.us>.

b. **Proof of Liability Insurance (Guides and Outfitters)** to cover commercial operations and such insurance will be approved by the authorizing officer. A minimum of \$100,000 per person/\$300,000 combined single limit per occurrence commercial liability insurance is required and the policy MUST name the "State of Alaska as additional insured". All certificates must provide a 30-day prior written notice to the Wood Tikchik Area Ranger; Division of Parks and Outdoor Recreation; PO Box 1822, Dillingham, Alaska 99576; telephone: (907) 842-2641; of cancellations, non-renewal or material alteration of such insurance or lapse of insurance.

c. **Proof of Liability Insurance (Aircraft, as applicable)** covering all owned, hired, and non-owned aircraft utilized in the conduct of commercial activities within the boundaries of the permitting state park unit. Coverage limits will not be less than \$100K per person/\$300K per occurrence aggregate 3rd person bodily injury, \$100K external property damage, \$150K per seat, \$100K internal property damage. Policy must also list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State.

d. **Air Taxi Services - Alaska Certificate of Compliance.**

d. **Hunting Guide Services - Big Game Guide license issued by the Alaska Guide Licensing and Control Board.**

e. **Completed Seasonal Use Estimate Form.**

f. **Signed copy of the 2009 Permit Stipulations.**

This permit is non-transferable and the permittee shall not sublet or enter into any third party agreement 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 certify that I agree to comply with the Non-Competitive Permit for Commercial Activities Stipulations. I swear that I have read the attached stipulations and that the information I have entered on this form is true to the best of my knowledge and contains no false, fictitious or fraudulent statements or representation.

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*Signature*

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*Title*

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*Date*

Attachments

**WOOD-TIKCHIK STATE PARKS  
NON-COMPETITIVE COMMERCIAL USE PERMIT  
2009 SEASONAL USE ESTIMATE**

The information requested below will assist the Division of Parks and Outdoor Recreation in assessing the amount of commercial use occurring in state park unit. In order to control resource degradation, preserve the quality of experience for all visitors and to provide a fair allocation of use at some point in the future, the division will establish limits on the number of visitors allowed to use certain areas. Your cooperation is requested in providing data from which to make that future allocation decision.

**Permittee's Name/Organization** \_\_\_\_\_

**Period Covered**      **From:** \_\_\_\_\_ **To:** \_\_\_\_\_

<b>State Park Unit Area of Use (exact location)</b>	<b>Estimate # of client days/week</b>	<b>Number of weeks</b>

**Number of client days' (estimated total for season or year)** \_\_\_\_\_

\*For the purpose of this report a client day is defined as any portion of a day in which a person receiving services under this permit is on state park lands or water.

**2009 NON-COMPETITIVE PARK USE PERMIT STIPULATIONS  
ISSUED TO COMMERCIAL OPERATORS IN  
WOOD-TIKCHIK STATE PARK**

- 1) **PAYMENT OF PERMIT FEES:** An application fee of \$50.00, and if the permit is authorized, a \$250 permit fee must be paid by the applicant. The application fee is non-refundable and must be paid prior to consideration of the permit application by the Division. The permit fee must be paid prior to commencing the activities authorized under the permit.
- 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 comprehensive (commercial) general liability insurance with coverage limits not less than \$300K combined single limit per occurrence and annual aggregates, where generally applicable, and shall include premise operations, 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. Liability insurance policy must also list the State of Alaska as additional insured and provide for a 30 day cancellation notification to the State should the policy be cancelled.
- 3) **AIRCRAFT LIABILITY INSURANCE:** The permittee shall provide proof of aircraft liability insurance covering all owned, hired, and non-owned aircraft utilized in the conduct of commercial activities within the boundaries of the permitting state park unit. Coverage limits will not be less than \$100K per person/\$300K per occurrence aggregate 3rd person bodily injury, \$100K external property damage, \$150K per seat, \$100K internal property damage. Policy must also list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State.
- 4) **CLIENT FEES:** Wood-Tikchik State Park daily client fee for all commercial activities is \$12 per client per day. Final payment of daily client fees is due on December 31 of the permit year.
- 5) **USE REPORT:** Permittee shall submit a report documenting his/her activities within Wood-Tikchik State Park on a form provided by the authorizing officer. Use reports for Wood-Tikchik State Park are due on November 15 of the year the permit was issued.
- 6) **ASSIGNMENT:** This permit may not be transferred, extended or assigned without prior written approval from the authorizing officer. Further, the permittee shall not sub-let or enter into any third parties agreement involving the privileges authorized by this permit.
- 7) **GUIDE VESSEL IDENTIFICATION:** A sport fishing or hunting guide vessel shall be identified by prominently displaying the business name on both sides of the vessel just aft of the midpoint. Additionally, permittees operating vessels on the Agulupak River shall be numbered sequentially with a two-digit number. The guide vessel identification and number are to be permanently displayed side-by-side in six-inch high by one-inch wide block style figures of contrasting color to the color of the vessel hull. Duct tape, electrical tape, and other temporary numbers are not acceptable.  
EXAMPLE: "LODGENAME"-01 "LODGENAME"-02
- 8) **BOAT TIE-UPS, FUEL STORAGE AND EQUIPMENT CACHES:** The permittee agrees not to establish equipment caches within the permit area. Guide vessels may not be moored on property that is not owned, leased or rented by the guide without first obtaining written permission from the property owner. Guide vessels moored on park lands and waters must be identified in the permit application and any fuel or associated equipment must be stored within the vessel.
- 9) **LAWFUL OPERATIONS:** The permittee agrees to operate in accordance with all applicable regulations of the Division of Parks and Outdoor Recreation, Alaska Department of Fish and Game and all other local, state and federal laws and regulations including U.S. Coast Guard licensing requirements. Guides are responsible for verifying that clients have appropriate licenses and adhere to regulations.

- 10) SAFETY EQUIPMENT:** The permittee is responsible to ensure that the guide vessel or vessels is/are equipped, maintained and operated in accordance with all applicable state and federal laws and regulations. This includes loading of the vessel not to exceed the U.S. Coast Guard/Manufacturer's Capacity information plate.
- 11) ACCIDENT NOTIFICATION:** The permittee will notify the Wood-Tikchik Area Ranger (907-842-2641) immediately of any accidents involving personal injury, of threatening incidents involving wildlife, or of incidents involving the loss of equipment such as canoes, tents or other gear which could create the impression that persons may be lost or in danger.
- 12) BOAT LAUNCH FEES:** The permittee is responsible for paying the boat launch fee for the use of the State Park boat launches at Lake Aleknagik State Recreation Site.
- 13) SANITATION:** The permittee agrees to dispose of human waste at least 200 feet from surface water. Toilet paper will be burned and waste covered with topsoil or contained and removed to an approved disposal facility. Dumping of human waste in park waters is not allowed.
- 14) NON-EXCLUSIVE USE:** This permit shall not be construed as limiting the rights of the officer to issue similar permits for same or similar activities in the area covered by this permit. The permittee and his or her agents or clients shall not interfere with free public use or other authorized use of roads, trails, parking areas or other lands and waters in the area of their activities. A guide may not stop with clients to fish or hunt if doing so will crowd out other persons already fishing or hunting at that location.
- 15) ADVERTISING:** It is 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 and water authorized to be used by this permit unless specified on the permit. The permittee shall not make any misrepresentations in their advertisements, signs, circulars, brochures, letterhead, and like materials regarding this permit. This restriction shall not apply to business names, graphics, logos or telephone numbers that are applied to guide vessels or vehicles.
- 16) CLIENT INFORMATION:** The permittee agrees to provide clients with information regarding rules, regulations and other information pertaining to the area as well as basic safety information relative to the client's visit.
- 17) 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 its performance of this permit. All legal actions or claims including defense cost resulting from injuries or damages sustained by a person(s) or property arising from the permittee's performance of this permit which will result in joint liability of the State and permittee shall be apportioned on a comparative fault basis. Any such joint liability on the part of the State must be due to the active negligence on the part of the State.
- 18) QUALITY OF SERVICE:** The permittee shall observe such requirements respecting quality and standards of service as dictated by laws or regulations or as necessary to protect the public health, safety and welfare.
- 19) PROFESSIONAL BEHAVIOR:** The permittee or their employees 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.
- 20) RESOURCE PROTECTION:** The permittee shall exercise diligence in protecting from damage lands, waters, facilities and resources in the permit area and used in connection with this permit.
- 21) REPAIR OF DAMAGE:** The permittee shall be liable for the repair of any damage to lands, water, facilities or resources resulting from the activities of the permittee, his/her agents, employees or clients.

- 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 avoid injury to persons or property. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
- 23) FIRES:** The use of gas or propane stoves is strongly encouraged for cooking. However, dead and down wood may be gathered and fires of wood or charcoal may be built in a metal bottomed grill or fire pan with at least 3" sides or on unvegetated gravel bars. All fire rings should be broken up and ashes scattered so that fire remains are not evident. Charcoal fire remains should be removed to an approved disposal facility.
- 24) REVOCATION:** 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. 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.
- 25) RENEWAL:** The issuance of this permit does not confer any rights of renewal or preferences for renewal despite investments made by the permittee or for other reasons.
- 26) PREFERENTIAL RIGHTS:** No preferential rights to additional services of a proprietary interest right in lands are attached to this permit.
- 27) 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 the agency who issued the permit. Authority to use private lands must be obtained in advance from the land owner.
- 28) COOPERATION:** 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.
- 29) 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.
- 30) FIREARMS:** Firearms carried by clients or employees will be the direct responsibility of the permittee. Misuse of firearms by clients or employees, in violation of state or federal laws or regulations, may result in termination of this permit.
- 31) CAMP CLEANLINESS:** The permittee agrees to take adequate precautions around camp to guard against human/bear encounters. The camp will be kept clean, no food will be kept in tents, and food will be cached away from the camp.
- 32) TRASH AND GARBAGE REMOVAL:** All trash and garbage will be carried out of the park unit. No trash or garbage will be burned.
- 33) *The permittee agrees*** upon request to provide their full name, date of birth and drivers or identification number and the full name, date of birth and drivers or identification numbers of all their employees who provide services in a state park.
- 34) *The permittee agrees*** to provide documentation of all applicable licenses and permits as requested by the authorizing officer.

Air Taxi Services

- 35) *The permittee shall*** submit a copy of their Alaska Certificate of Compliance prior to beginning operations under this permit.
- 36) *The permittee agrees*** to notify the Division of Parks and Outdoor Recreation of any problems or abnormal conditions observed while operating over park lands and waters.

- 37) **The permittee agrees** to, except when taking off or landing, maintain a minimum altitude, as weather conditions allow, above the ground or water surface of 1000 feet while operating over park lands and water.
- 38) In the event a plane is disabled on park lands or in park waters, it will be removed from the park within seven days, unless otherwise agreed to by the authorizing officer.

Hunting Guide Services

- 39) **The permittee shall** submit a copy of their license issued by the guide Licensing and Control Board pursuant to Title 16 of the Alaska Statutes to the authorizing officer prior to beginning operations under this permit.
- 40) **VEHICLE REGISTRATION:** Snowmobiles and watercraft used in conjunction with the service provided shall exhibit valid State of Alaska, Division of Motor Vehicles vehicle registration.

Fishing Guide Services

- 41) **The permittee shall** encourage his/her clients to use catch and release techniques.
- 42) **ANCHORING:** The use of an anchor or other similar device shall be of sufficient weight so that when thrown overboard it catches hold of the streambed and holds the watercraft in place.
- 43) (New for 2009) **AGULUKPAK RIVER: From August 1 – September 15** while providing guided sportfishing services on the Agulukpak River the permittee agrees to operate no more than two boats and to direct no more than four anglers during the 12 hour period of 6 a.m. to 6 p.m. During the 12 hour period the permittee may occasionally direct one additional angler by notifying park rangers and ensuring that the overall guided angler limit does not exceed 25.

**2009 NON-COMPETITIVE PARK USE PERMIT STIPULATIONS  
ISSUED TO COMMERCIAL OPERATORS IN  
WOOD-TIKCHIK STATE PARK**

Non-compliance with the stipulations described above 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.

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 #43.

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Printed Name

Date

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Permittee's Signature