



**STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF PARKS AND OUTDOOR RECREATION
NON-COMPETITIVE PERMIT FOR
COMMERCIAL ACTIVITIES – FILMING and PHOTOGRAPHY
 AS 41.21.020 / 11 AAC 18.030**

LAS Number: _____ (State Assigned Land Administration System, Permit Number)

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

CONTACT INFORMATION

Contact Person / Title: _____
 Mailing Address: _____
 City: _____ State: _____ Zip code: _____
 Business Phone: _____ Email Address: _____
 Field / Emergency Contact (Name and Cell Phone): _____

BUSINESS INFORMATION

Business Name (as shown on your Alaska Business License): _____
 Website: _____
 Alaska Business License Number: _____ Expiration Date of Business License: _____

Per AS 43.70.020(a) a business license is required for the privilege of engaging in a business in the State of Alaska.

*Include a Certificate of Commercial Liability Insurance with your application (see General Stipulation 3 for requirements)
 Attach list of individuals (owners, employees, operators, guides, etc.) that will be operating in the state park (see Pg. 3)*

PROJECT DESCRIPTION

Name of Project: _____
 Client: _____

Type of Project:

Advertisement	Feature Film/TV Movie	TV Series	Documentary	Corporate
Music Video	Public Service Announcement	Social Media	Other: _____	

Detailed description of on-location activities (please include any information that will assist in defining the scope of the project such as camera type, lighting, sound equipment, props, special effects, etc. Attach additional pages if needed):

Alaska State Parks Non-Competitive Permit for Commercial Activities

LOCATION AND SCHEDULE

Specific locations within park (describe areas, facilities, roads, trails, etc. to be used) (attach map if necessary):

Shooting schedule by location (attach additional pages if necessary)

Date	Time	Location	Activity (including Drone Use)

OPERATIONAL INFORMATION

Total number of people on location (include cast, crew, contractors, guides, etc.): _____

List number and type of vehicle/equipment to be used: _____

Staging area needed? YES NO (if so attach plan or sketch of proposed area)

Drone Use : YES NO (if yes, attach map of area where the drone will be used)

Will you need exclusive use of an area, temporary road closures, interior use of park facilities/buildings? YES NO

If yes, please provide detailed information including a proposed site plan.

APPLICANT ACKNOWLEDGEMENT

I attest the information submitted on this form and any attachments are true, complete and accurate to the best of my knowledge. 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. 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, special stipulations, and area specific stipulations that are incorporated upon the issuance of this permit.

Signature of Applicant

Date

SECTION #7: PERMIT FEES AND ISSUANCE *(for State use only)*

By the signing of the Authorized State Representative below, the Director of DPOR has reviewed this application and the applicable management plan and has determined that this permit and the activities associated under this permit is consistent with the provisions under 11 AAC 18.025 and 11 AAC 18.030 as well as the applicable management plan.

Application Filing Fee: _____ Annual Permit Fee: _____ *(per 11 AAC 05.010 and Director's Order)*

Signature of Authorized State Representative

Date of Issuance

Expiration Date

General Permit Stipulations for Commercial Use Permits – Filming and Photography 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 the suspension or revocation of this 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/. Permittee is still response for Day Use Fees at each park.
2. **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 StatePark 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 the State of Alaska as additional insured and provide for a 30-day notification to the State of cancellation, non-renewal, or material alteration of insurance. A copy must be sent to: parkpermitting@alaska.gov. Please include your permit number (LAS #) in the description box. If also being mailed, it can be sent to the following address:

State of Alaska
Department of Natural Resources
Division of Parks and Outdoor Recreation
550 West 7th Ave., Suite 1380
Anchorage, AK 99501

3. **Term.** This permit is valid from date of issuance through December 31st of the same calendar year.
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. **Park Unit Specific Stipulations.** The permittee shall comply with all park unit specific stipulations applicable to their commercial use permit. Park unit specific stipulations are available at: <http://dnr.alaska.gov/parks/permits/index.htm>.
7. **Lawful Operations/Documentation.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this permit 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 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.

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- 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, 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 for activities on state lands or interests managed by DPOR. It does not authorize any activities on private, federal, native, municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The permittee is responsible for proper location within the authorized area.
- 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. 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).
- 16. 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.
- 17. Report Abnormal Sightings.** The permittee shall notify DPOR of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands and waters.
- 18. Natural Hazards.** The permittee recognizes and understands that natural hazards are likely to exist within permit area. 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.
- 19. Camps, Caches & Equipment Storage.** 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. Vehicles, boats, aircraft, or any equipment or supplies may not be stored on State Park lands or waters without a special use permit. Vehicles may be legally

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parked during operations in the park.

20. Refuse and Waste.

- a. No person may bring waste or refuse from household, commercial, industrial, or construction activities into a state park for disposal.
- b. No person may place waste or refuse in state park water, or on land or water capable of contaminating state park water.
- c. Unless it is deposited in a park waste receptacle, waste or refuse created in the course of activities in a state park must be removed from the state park by those responsible for its creation.
- d. The provisions of this section do not apply to animal waste normally discarded by hunters, trappers, or fishermen in the course of legal hunting, trapping, or fishing, except that waste must not be left within 100 feet of a trail, road, or developed facility.

21. 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.

22. 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.

23. 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.

24. 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.

25. Firearms and other Weapons. No person may use or discharge a weapon in a state park, except as otherwise provided in AS 41.21 or 11 AAC 12.

26. 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.

27. Compliance with Government Requirements. The permittee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this permit. The permittee shall ensure compliance by its employees, agents, clients, licensees or invitees.

28. Restitution for Unsworn Falsification. The permittee agrees to provide restitution of per client fees owed to 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.

29. False Statement. The making of a false statement or presenting false or purposefully altered documents is prohibited and may be grounds for immediate revocation of commercial use permit under 11 AAC 18.030(c). This provision applies to all persons working under the authority of this permit, including guides, assistant guides, employees, etc.

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- 30. Suspension and Revocation of this permit by the State.** Failure to abide by any part of this use permit, to comply with any of the general or special stipulations, or the willful violation of any state regulation may result in immediate suspension or revocation of this permit and may result in denial of future permits.
- 31. Revocable at will.** This permit may be revoked at any time at the discretion of the director or his/her designee without compensation to the permit.
- 32. Drone Use.**
- a. Not allowed in high density, public use areas such as campgrounds, picnic areas, trailheads, parking lots or other developed facilities or places of public congregation;
 - b. Must be in compliance with Federal Airmans Regulation (FAR) 107;
 - c. FAA registration must be in place if required;
 - d. Fly at or below 400 feet and stay at least 100 feet away from surrounding obstacles, people or wildlife;
 - e. Keep your UAS within sight;
 - f. Never fly near other aircraft, especially airports (including private);
 - g. Never fly over groups of people or events not in your immediate party unless the group is notified in advance, and they approve;
 - h. Never fly near emergency response efforts such as fires;
 - i. Never fly under the influence of drugs or alcohol;
 - j. Understand airspace restrictions and requirements;
 - k. May not be used to follow, chase or harass wildlife;
 - l. It is the operator's responsibility to respect others privacy and park enjoyment; and
 - m. Report Incidents to: FAA Aviation Safety (907) 271-2000, Park Rangers or your local law enforcement.