January 2015,

Dear Commercial Operator:

**Permit Fees:**

- New in the 2015 season a $100.00 non-refundable permit application fee will be applied to all State Park commercial operator permits.

**Per Client Fees Increase:**

- For motor coach and van tour firms that make limited, transient use of roadside park facilities, such as scenic viewpoints, latrines, waysides, picnic sites is $1.00 per client per day.
- For guided tours of a state historical park or state historical site the fee is $6.00 per client per day.

**Chugach State Park:**

- Within Chugach State Park, permitted vehicles larger than 15 person vans are only authorized to drop off and pick up passengers at parking and trailhead facilities. They may not remain, for any length of time, at the trailhead or parking facility with the exception of Bird Point (Seward Hwy Mile Post 96) and Bird Creek Access (Seward Hwy Mile Post 101.6).

Enclosed are the pre-qualification requirements for an Alaska State Parks Non-Competitive Park Use Permit for Commercial Activities. State regulations require that anyone conducting commercial activities within a unit of the state park system obtain, in advance, a permit issued by the Division of Parks and Outdoor Recreation (DPOR). Examples of commercial activities include boat rentals, charter services, transportation services, guided activities, outfitting, supply or equipment sales and motor coach tours.

**Commercial operators are not authorized to conduct business in a state park unit until they have been issued a valid permit.**

**Permit Fees:** Please enclose a non-refundable permit application processing fee payment of $100.00. Checks should be made payable to the State of Alaska or can be paid by credit card over the phone, by contacting (907)714-2471.

**Please Note:** An end of season report will be due by December 1, 2015.

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.

Use report forms will be included with your 2015 permit.

**Please submit photocopies of the following items with this application:**

- $100.00 non-refundable permit application processing fee
- Alaska Business License (if you have business offices in Alaska)
- Proof of Insurance as required in the attached stipulations
- Vehicle Registration

**Return to:** State of Alaska, Division of Parks and Outdoor Recreation, Donald E. Gilman River Center, 514 Funny River Road, Soldotna, AK 99669. For information call 907-714-2471. Please provide any other comments or information that would be helpful in processing this permit application.
The following stipulations apply to 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 $100 must be paid by the applicant prior to consideration of the permit by the Division. If an applicant operated under a state park commercial use permit in 2014, daily client fees are due by December 1, 2014 (based on the end of season report of total daily clients visiting state park facilities). Please make checks 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 a calendar year.

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.** The permittee shall submit a report documenting his/her activities on lands covered by the permit on a form provided by the authorizing officer. All use reports are due December 1, 2015.

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
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 damaged 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 any time through the mutual agreement of the parties or at the discretion of the authorizing officer.

19. **Revocation/Suspension.** This permit may be revoked at anytime at the discretion of the Director, or his/her designee without compensation to the permittee.

Pursuant to 11 AAC 18.025(e), a person who violates a provision of a permit issued under this chapter (11 AAC 18) may have their permit revoked by the Director or local park officer for failure to abide by any permit condition or limitation.

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.

_______________________________________________
Business Name

_______________________________________________   ____________________
Applicant's Signature   Date

_______________________________________________
Applicant's Printed Name

PERMIT ISSUED

_______________________________________________   ____________________
Authorizing Officer's Signature   Date