WOOD-TIKCHIK STATE PARK
2015 NON-COMPETITIVE PARK USE PERMIT STIPULATIONS FOR COMMERCIAL ACTIVITIES

1. GUIDE VESSEL IDENTIFICATION: Commercial Sport Fishing vessel shall be identified by displaying valid ADF&G Sport Fishing guide stickers on both sides of the vessel and above the water line anytime the vessel is being operated in Wood-Tikchik State Park. Commercial vessels operated on the Agulukpak River or vessels moored or cached within the Park shall be identified by prominently displaying the business name on both sides of the vessel just aft of the midpoint. Additionally, vessels operated on the Agulukpak 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 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: “LODGE NAME”-01 “LODGE NAME”-02

2. CACHES, BOAT MOORING AND FUEL STORAGE: Temporary or permanent caching of equipment is prohibited unless with prior authorization. Vessel mooring or caching equipment is prohibited unless with prior authorization. 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. Mooring of vessels is not permitted on Pickup Island or Eagle Island on Tikchik Lake or on the shoreline or uplands associated with the area commonly known as the Ice Caves, west of the outlet of Lake Kulik between GPS coordinates: N 59°46'56", W 158°55'29" and N 59°46'43" W158°59'18"

3. UNATTENDED CAMPS: Within an undeveloped area of Wood-Tikchik, a person may not leave a campsite unoccupied the first night after camping equipment is set up. A person may not leave camping equipment unattended in an undeveloped area of a state park for more than 72 hours. Equipment left unattended for more than 72 hours may be impounded by a State Park officer. Camping may not exceed the 10-day limit in the same location as per 11 AAC 12.230(l).

4. PERMIT AND BOAT LAUNCH FEES: All applicable fees must be paid in full prior to operation within the permit area; this includes payment of boat launch fees or purchase of a boat launch decal prior to use of the boat launch at Lake Aleknagik State Recreation Site. The State Park boat launch decal is to be permanently affixed to the driver’s side tongue of the boat trailer it was purchased for. Clear cellophane tape or temporary placement of the boat launch decal is not acceptable. Boat launch decals that are not permanently mounted or affixed may be confiscated by State Park staff.

5. SANITATION: Human waste must be disposed of at least 200 feet from surface water. Toilet paper must be burned or removed and solid waste covered with topsoil or contained and removed from the park. Dumping of waste in Park waters is not allowed. All trash and garbage must be transported from the permit area. No trash or garbage must be burned within the permit area.

6. FIRES: Firewood may not be stored on Park lands for future use, however dead and down wood may be gathered for lawful personal use. Ground fires are prohibited unless on gravel bars, beaches or if in a metal bottomed portable camp stove with at least 3” inch sides or confined to a structure provided by the Division. All temporary fire rings must be disassembled and ashes scattered so that fire remains are not evident prior to leaving the site. Charcoal fire remains must be removed from the State Park.

7. COOPERATION AND PROFESSIONAL BEHAVIOR: Cooperation with all State and Federal agency representatives for the purpose of permit compliance, operations evaluation, and to gather information on fisheries, natural resources or Park management is required. Any action to harass, assault, or abuse clients, employees, outfitters, other guides and their clients, members of the general public or any State or Federal agency representative is prohibited. This includes aggressive and disruptive behavior.

8. SUPERVISION: Permitted guides must remain in sight and sound of his/her clients at all times.

9. 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, employees, 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.

10. **INSURANCE:** Without limiting indemnification, the liability insurance required of commercial operators in State Park units shall be a minimum $100,000 per person $300,000 combined single limit per occurrence public liability insurance. Coverage shall include premise operations, independent contractor’s products/completed operations, broad form property damage, blanket contracts and personal injury inducements. The liability insurance policy must also list the State of Alaska as “additional insured” and must provide for a 30-day notification to the State of cancellations, non-renewal, or material alteration of insurance.

11. **VEHICLE IDENTIFICATION:** Motor vehicles that are operated or parked on State Park lands and used in conjunction with commercial activities shall be identified by a numbered Commercial Operator sticker. This identification sticker shall be affixed on the bottom left hand corner of the vehicles windshield. Stickers shall not be altered or affixed to unauthorized vehicles. Stickers that are altered or affixed to unauthorized vehicles may be confiscated by State Park staff. Any motor vehicle and attached trailer that is found in violation of this requirement may be impounded and removed from the State Park at the registered owner’s expense.

12. **APPLICABLE DOCUMENTATION:** A valid Wood-Tikchik State Park Guide identification card, a photo identification card, and other applicable identification, licenses, tags and permits for which a guide is required must be carried and in actual possession while providing guiding services. All required documentation must be immediately available and presented to any Peace Officer upon request.

13. **LAWFUL OPERATIONS:** All operations must be in accordance with the laws and regulations of the Alaska Department of Fish and Game, the Division of Parks and Outdoor Recreation and all other local, State and Federal jurisdictions, including U.S. Coast Guard licensing and vessel manufacturer’s capacity plate requirements.

14. **STRUCTURES:** No structures shall be erected in the area under this permit without prior written authorization. If a temporary structure is authorized, the structure and any personal property shall be removed within 30 days of notification to vacate or upon termination of this permit. If the property is not removed within 30 days, the authorizing officer may dispose of the property.

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:** Clients must be provided with information regarding rules, regulations, proper catch and release fishing techniques, basic safety information and other information pertaining to the area relative to the client’s visit.

17. **ACCIDENT NOTIFICATION:** The Wood-Tikchik Area Ranger must be notified immediately after the completion of a trip in which accidents involving personal injury, boat collision, overturning or swamping, or damage to guide vessels, aircraft, or other vessel occur; or of 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 medical attention or evacuation shall be reported to State Parks or Alaska State Troopers immediately.

18. **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.

19. **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.

20. **REPAIR OF DAMAGE:** 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. The permittee shall
be liable for the repair of any damage to lands, water, facilities or resources resulting from the activities
of the permittee, employees or clients.

21. **NATURAL HAZARDS:** Natural hazards are likely to exist within the permit area. All reasonable
precautions to identify these hazards and to avoid injury to persons or property are required. The
safety of clients is the responsibility of the permittee.

22. **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. Intentionally or
negligently allowing an anchor to drag on the riverbed damages spawning redds of salmon and trout.
Anchors shall be used effectively and shall not be drug through riverbeds.

23. **AIRCRAFT:** In the event an aircraft 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.

24. **CANCELLATION BY THE STATE:** It is understood and agreed that this permit may be revoked at any
time at the discretion of the director or his/her designee without compensation to the permittee or
liability to the state.

25. **SUSPENSION:** The following penalties pertain only to violations that occur while providing guide
services in Wood-Tikchik State Park:

A. **Grounds for up to a three-day suspension include:**
   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
      an Alaska State Park unit.
   2) Violation of not having a Personal Floatation Device (PFD) on children under the age of 13 while
      aboard a vessel.

B. **Grounds for up to a seven day suspension include:**
   1) Second court 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
      an Alaska State Park unit.

C. **Grounds for up to a thirty day suspension include:**
   1) Third court 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
      an Alaska State Park unit.
   2) Positive test in drug screening program. The permit may be returned after a 30-day period (in
      season) and proof of negative drug test.
   3) Conviction of reckless endangerment or negligent operation in relation to services provided or
      conducted that puts clients or the public in danger while conducting commercial activities in
      an Alaska State Park unit.

D. **Grounds for immediate and indefinite suspension include:**
   1) Loss or expiration of U.S. Coast Guard license, airman certificate, or driver’s license. This
      penalty will apply if the permitted commercial operation requires the operator to have such
      licenses to conduct certain aspects of their business within State Parks. (A charter boat
      operator must have a valid Coast Guard license to provide charter services. He/she may not
      need a valid driver’s license unless he is providing vehicular transportation for his/her clients.)
      The permit will be suspended until a valid license can be obtained.
   2) Loss of required liability insurance coverage. Permit suspended until valid liability insurance
      policy is obtained.

- 3 -

Amended 12/2014
3) Loss of Alaska Sport Fishing license, Alaska hunting license, guide, outfitter, and/or transporter license by court conviction. Permittee will be eligible to re-apply for a permit when a Sport Fishing applicable licenses can be obtained provided his/her State Park permit has not been revoked for conviction of multiple fishing violations.

E. **Grounds for Permanent Revocations include:**

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 State Park units.

2) Second court conviction of negligent operation/reckless endangerment related to services provided, or conduct that puts clients or the public in danger (while conducting commercial activities in an Alaska State Park unit.)

3) Operation of a vessel, aircraft, or vehicle in a negligent or reckless manner and an accident occurs that results in fatalities or injuries to clients or others (while conducting commercial activities in an Alaska State Park unit.)

4) Court conviction for operating vessel, aircraft or vehicle without the appropriate licenses (while conducting commercial activities in an Alaska State Park unit.)

5) Four convictions in three years of any combination of State Parks, Coast Guard, Fish and Game, or any agency regulations.

6) Two positive drug tests.

7) Any court conviction involving weapons, intentional ramming, or second-degree assault (while conducting commercial activities in an Alaska State Park unit.)

26. **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.

27. **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES:** The permittee and his/her employees shall not discriminate against any employee providing services under this permit or applicant for employment to provide services under this permit because of race, color, religion, sex, national origin, age, or disability. The permittee and his/her employees shall not discriminate by segregation, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally because of race, religion, sex, national origin, age, or disability.

28. **END OF SEASON REPORTS:** End of season reports are the responsibility of the owner of the commercial entity permitted for operation within Wood-Tikchik State Park. Use Reports and associated client use fees must be received by DPOR prior to any permits being issued for the following year. **All end of season reports are due on or before December 1 of the permitted season.** Employers are required to list ALL employees’ names on the use report.

29. **UNSWORN FALSIFICATION:** The making of a false statement or presenting false or purposefully altered documents 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 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 #29 and confirm that I am a (check one of the following):

  ____ Resident of the State of Alaska

  ____ Non-resident of the State of Alaska

“Resident” is defined in AS 16.05.940. “Resident” means a person who for the 12 consecutive months immediately preceding the time when the assertion of residence is made has maintained the person’s domicile in the state and who is neither claiming residency in another State, Territory, or Country nor obtaining benefits under a claim of residency in another State, Territory, or Country.

Printed Name

Date

Permittee’s, Agent or Employee’s Signature

Amended 12/2014