



January 1, 2018

## Commercial Use Permit Application Cover Letter

**Dear Applicant:**

Enclosed are the application materials for an Alaska State Parks Non-Competitive Commercial Use Permit. **Please review this cover letter and the attached application materials carefully.** State law requires 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. Examples of commercial activities include guided activities, charter services, transportation services, outfitting, supply, or equipment sales or rentals within a park. Any activity that meets the definition of commercial activity as defined under 11 AAC 12.340(19) requires a permit.

*"11 AAC 12.340(19) "commercial activity" means the sale of, delivery of, or soliciting to provide, goods, wares, edibles, or services in exchange for valuable consideration through barter, trade, or other commercial means; a service offered in conjunction with another sale of goods, wares, edibles, or services, which service involves the use of state park land or water, is a commercial activity whether or not it is incidental to, advertised with, or specifically offered in the original sale; all guide, outfitter, and transportation services are commercial activities if any payment or valuable consideration through barter, trade, cash, or other commercial means is required, expected, or received beyond the normal and customary equally shared costs for food and fuel for any portion of the stay in the park."*

To apply for a 2018 permit, please fill out and sign the enclosed two-page application form, along with your completed list of employees (see application attachment). In addition, please enclose with the application a Certificate of Commercial Liability Insurance (see attached General Stipulations for more information on policy requirements). You are NOT required to send copies of your business license, vehicle registrations, or your employees' driver's license, first aid certifications, or applicable licenses. Where applicable, the application form will prompt you to list the license/registration/certificate numbers and expiration dates. All individuals operating under your permit will be required to carry a copy of the signed permit and stipulations while operating in the park. If your employees change during the year, you must submit an updated list to State Parks before such new employees may operate within any state park unit.

### Permit Fees:

Permit fees are as follows:

- A non-refundable permit application processing fee of **\$100.00**
- Annual permit fee of **\$250.00** for residents or **\$750.00** for non-residents (except for Wood-Tikchik State Park – which is **\$350.00** for both residents and non-residents)
- Client fees: More information can be found on the End of Season Report form, which must be returned after your operating season or no later than December 1, 2018.

### Application Submittal:

Please return your completed application by email to: [parkpermitting@alaska.gov](mailto:parkpermitting@alaska.gov). Once your application is received, you will be contacted with instructions for payment of the application fee. For more information on commercial permit requirements or questions regarding the application process, please feel free to contact the Division by email at [parkpermitting@alaska.gov](mailto:parkpermitting@alaska.gov) or call 907-269-8400.

**\*\*Note: It may take up to thirty days to process your application and issue your permit, so please plan accordingly and submit your application well in advance of your commercial operating season.\*\***



STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION

NON-COMPETITIVE PERMIT FOR
COMMERCIAL ACTIVITIES
AS 41.21.020 / 11 AAC 18.030

(for State use only)

LAS: \_\_\_\_\_
Application Received: \_\_\_\_\_

2018 Annual Permit

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

SECTION #1: CONTACT INFORMATION

Contact Person / Title: \_\_\_\_\_
Mailing Address: \_\_\_\_\_
Summer Address (if different): \_\_\_\_\_
Business Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_
Field / Emergency Contact (Name and Cell Phone): \_\_\_\_\_

SECTION #2: BUSINESS INFORMATION

Business Name (as shown on your Alaska Business License): \_\_\_\_\_
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.
Resident: \_\_\_\_\_ Non-Resident: \_\_\_\_\_ (as defined in AS 16.050.940 - See General Stipulation 1 for more information)

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)

SECTION #3: PARK UNITS AND SERVICES For each proposed service in a park unit, attach detailed trip itineraries, topographic or other maps (showing trail routes, camping locations, activity areas, etc.), list landing sites with GPS coordinates (for aircraft operations) and include any other descriptive information as necessary.

Park Unit name: \_\_\_\_\_ Service Dates: \_\_\_\_\_
Describe the specific facilities or areas within this Park Unit and the commercial services to be offered:

[Empty box for describing facilities and services for the first park unit]

Park Unit name: \_\_\_\_\_ Service Dates: \_\_\_\_\_
Describe the specific facilities or areas within this Park Unit and the commercial services to be offered:

[Empty box for describing facilities and services for the second park unit]

Park Unit name: \_\_\_\_\_ Service Dates: \_\_\_\_\_
Describe the specific facilities or areas within this Park Unit and the commercial services to be offered:

[Empty box for describing facilities and services for the third park unit]

For additional park units, attach additional sheets as necessary (Page \_\_\_\_\_ of \_\_\_\_\_)

# Alaska State Parks

## Non-Competitive Permit for Commercial Activities

For Sections 4-7, attach duplicate pages as necessary (Page \_\_\_\_\_ of \_\_\_\_\_)  
 Or you may substitute your own attachment, provided it includes all of the requested information.

### SECTION #4: MOTOR VEHICLES

*Check if Not Applicable*

List all motor vehicles that will be operated in a state park

*for State use only*

Year	Make	Model	Color	State / License Plate #	State Park Decal #

\*\*All motor vehicles operated under this permit must be commercially registered with the Alaska Division of Motor Vehicles\*\*

### SECTION #5: SNOWMOBILES / ATVs

*Check if Not Applicable*

List all snowmobiles, ATVs or other off-road vehicles that will be operated in a state park

Make	Model	Color	AK Registration # (for snowmobiles)

### SECTION #6: WATERCRAFT OPERATIONS

*Check if Not Applicable*

List all watercraft (motorized and non-motorized) that will be operated in a state park

Make	Model	Color	AK Registration # or DOC #

### SECTION #7: AIRCRAFT OPERATIONS

*Check if Not Applicable*

Part 91: \_\_\_\_\_ Part 135: \_\_\_\_\_

State of Alaska Air Carrier Certificate of Compliance Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

List all aircraft that will be operated in a state park

N Number	Make / Model	Color	Description (wheels, skis, floats, etc.)

### SECTION #8: PERMITTEE ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

### SECTION #9: PERMIT FEES AND ISSUANCE *(for State use only)*

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 Operators

The following stipulations apply to all Non-Competitive Park Use Permits for Commercial Activities issued by the Division of Parks and Outdoor Recreation. 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 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 the permit is issued, an additional annual permit fee must also be paid by the applicant prior to commencing the activities authorized under the permit. For purposes of determining the annual permit fee, a “resident” is defined as follows (per AS 16.05.940):
  - a. If the permit is issued to an individual, a “resident” is 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.
  - b. If the permit is issued to a business, a “resident” is a partnership, association, joint stock company, trust, or corporation that has its main office or headquarters in the state.
2. **End of Season Report / Per Client Fees.** Permittee shall submit an End of Season Report by December 1, documenting activities on lands or waters covered by this permit on a form provided by the authorizing officer. (If you are still actively working in the Park unit after December 1<sup>st</sup> a special exemption is required by the authorizing officer). The Division will assess per client fees based on the numbers reported on your End of Season Report and payment will be required on or before January 1 of the following year. State law, AS 45.45.010(a), allows the State to charge interest in the amount of 10.5% annually on debts owed to the state. A 10.5% annual penalty fee will be assessed for any per client fees that are not paid January 1<sup>st</sup>. Your annual commercial operator permit will not be issued for subsequent years until the Division receives End of Season Reports and payment of any applicable per client fees for prior years. This report is due whether you conducted commercial activities in a unit of the State Park system or not. No per client fee will be charged for persons who are transported by water or air taxi services directly to or from private property inholdings within a State Park or any government employee on official business who is transported by a commercial operator. For any commercial operator who offers multiple recreational services to a person in any given day (such as guided watercraft tours and overnight camping), only one per client fee shall apply per day, based upon the highest per client fee for the particular activities. Report these individuals only once for any one-day period on the use report form. For water taxi businesses that provide drop-off service with another business providing the customer pick-up, the per client fee will be charged to the drop off company only. The water taxi business that drops the person off will be responsible for recording the drop off numbers on the use report and paying the appropriate fee.
3. **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 State Park 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:

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

as additional insured and provide for a 30-day notification to the State of cancellation, non-renewal, or material alteration of insurance.

## General Permit Stipulations for Commercial Operators

4. **Term.** This permit is issued for the time period shown on the face of the permit.
5. **Preferential Rights.** No preferential rights to additional services of a proprietary interest right in the lands are attached to this permit.
6. **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.
7. **Lawful Operations/Documentation.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this authorization 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 provide the name of the issuing agency and the expiration date of each individual's first aid certification on the permit application. 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.
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, first aid certification and expiration date, 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 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 state parks. Authority to use private land must be obtained in advance from the land owner. Violation of private property rights may result in the revocation of this permit.
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. The nature and location of the structure shall be specified in an attachment to the permit. If a temporary structure is authorized, the permittee shall remove the structure and any personal property 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. The permittee shall not be denied the right to sell, remove or otherwise dispose of any personal property during the 30-day period.
14. **Indemnification.** The permittee shall indemnify, save harmless and defend the State, its officers, agents, and employees

## General Permit Stipulations for Commercial Operators

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. **Service Standards.** The permittee shall observe such requirements respecting quality and standards of service as dictated by laws or regulations or as is necessary to protect the public health, safety and welfare.
16. **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 Division may require the permittee to submit copies of applicable industry standards and require the permittee to adhere to those standards.
17. **Protection of Lands, Facilities, and Resources.** The permittee shall exercise diligence in protecting from damage lands, facilities and resources in the areas that are used in connection with this permit.
18. **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.
19. **Vessel Operations / Identification.** All powered boats (including non-powered boats with auxiliary power units) used on any water of the state, including rivers, lakes and salt water within 3 miles of land, and all sport fishing guide boats (powered and non-powered) must be registered with the Division of Motor Vehicles, unless it is registered as a USCG documented vessel (for more information see: <http://doa.alaska.gov/dmv/reg/boat.htm>). Permittee shall list and identify all powered boats to be used in conjunction with this permit on page 2 of the application. The permittee is responsible for insuring that all vessels are equipped, maintained and operated in accordance with all applicable state and federal laws and regulations. This includes adherence to the U.S. Coast Guard manufacturer's capacity information plate.
20. **Motor Vehicle Operations / Identification.** Motor vehicles used for commercial purposes must have a commercial vehicle registration issued by the Division of Motor Vehicles (for more information see: <http://doa.alaska.gov/dmv/reg/comveh.htm>). All motor vehicles that are operated or parked on State Park lands and used in conjunction with permitted activities shall be identified by a numbered Commercial Operator decal. This identification decal shall be affixed on the bottom left hand corner of the vehicle windshield. Decals shall not be altered or affixed to unauthorized vehicles. State Park staff may confiscate decals that are altered or affixed to unauthorized vehicles.
21. **Report Abnormal Sightings.** The permittee agrees to notify the Division of Parks and Outdoor Recreation of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands and waters.
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 advise all clients of the hazards. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
23. **Private Property.** Many State Park units are bounded by private property and permission to use private property must be obtained in advance from the landowner. Use of private land without permission is trespassing.
24. **Camps and Caches.** Unless authorized, the permittee agrees not to establish temporary or permanent camps or caches within the permit area.
25. **Accident and Injury Notification.** The permittee will 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

## General Permit Stipulations for Commercial Operators

knowledge of anyone injured, lost/overdue, or fatalities within the Park.

26. **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.
27. **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 aggressive and disruptive behavior.
28. **Non Discrimination 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.
29. **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.
30. **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.
31. **Restitution for Unsworn Falsification.** The permittee agrees to provide restitution of permit fees owed to DNR/DPOR upon a conviction for unsworn falsification for year(s) claiming Alaska Residency. Restitution will be considered the monetary difference between Alaska resident and non-resident fees paid for this permit. Subsequent permits will not be issued until restitution is made.
32. **Revocation/Suspension.** 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. Presenting false information on a permit application is grounds for non-issuance, suspension or revocation.
33. **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.