

2020 NON-COMPETITIVE PARK USE PERMIT STIPULATIONS
ISSUED TO SCENIC GUIDES IN THE
KENAI RIVER SPECIAL MANAGEMENT AREA

- 1) **SUPERVISION:** A permitted guide must be aboard a guide vessel whenever it is being used for guiding activities. A permitted guide must remain in sight and sound of his/her clients at all times (11 AAC 20.885 (e)). The permitted guide must have his/her Kenai River Special Management Area Guide identification card and a photo identification card in his/her possession at all times while guiding within the Kenai River Special Management Area. The permittee must present this card to any Peace Officer upon request.
- 2) **GUIDE VESSEL IDENTIFICATION:** A guide vessel shall be identified by prominently displaying the Kenai River scenic guide decals on both sides of the vessel just aft of the midpoint and directly forward of the assigned three-digit guide vessel number. The assigned guide vessel number is to be permanently displayed 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.
- 3) **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 decal. This identification decal shall be affixed on the bottom left hand corner of the vehicles windshield. Decals shall not be altered or affixed to unauthorized vehicles. Decals 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. If a vehicle bearing an authorized decal has a mechanical breakdown, the permittee may temporarily substitute another vehicle without a decal upon notification and approval from State Parks.
- 4) **FISHING GEAR PROHIBITED:** Permittees classified as scenic guides are also non-fishing guides and may not carry or allow clients to carry any fishing poles, tackle or other fishing equipment aboard the permitted guide vessel while the vessel is being used for guiding activities in the Kenai River Special Management Area.
- 5) **CAMPS AND CACHES:** The permittee agrees not to establish temporary or permanent camps or caches within the Kenai River Special Management Area.
- 6) **OUTBOARD MOTOR INSPECTION:** All Kenai River Guides must permit the random inspection of their outboard motors by any Peace Officer for the purpose of verifying the propshaft horsepower rating. Failure or refusal to comply with an outboard motor inspection may result in an immediate permit suspension.
- 7) **LAWFUL OPERATIONS:** The permittee agrees to operate in accordance with the regulations of all local, state and federal laws.
- 8) **BOAT LAUNCH FEES:** The permittee is responsible for paying boat launch fees for the use of the State Park boat launches in the KRSMA or purchase a State Parks boat launch decal. The State Park boat launch decal is to be permanently affixed to the tongue of the boat trailer it was purchased for. Temporary placement of the boat launch decal is not allowed. Boat launch decals that are not permanently mounted or affixed may be confiscated by State Park Staff. The State Parks boat launch decal is not honored at the Pillars and Eagle Rock Boat Launch's. Due to limited parking facilities, no guide or guide employees' vehicles may be placed at the Izaak Walton Unit parking lot from June 1 through August 15.
- 9) **SANITATION:** Public restrooms are located in most of the heavily used areas of the Kenai River Special Management Area. The permittee agrees to use the restrooms and take his/her clients to the public restrooms. If the restrooms are not available, the permittee must COLLECT and PROPERLY dispose of all SOLID human waste and refuse generated by themselves or their clients within the permit area. All solid human waste will be disposed of in the appropriate facility outside of the permit area.

- 10) **NON-EXCLUSIVE USE:** This permit does not limit the rights of the officer to issue similar permits for same or similar activities in the area covered by this permit. The permittee and their agents or clients shall not interfere with public use or other authorized use of roads, trails, parking areas or other lands and waters in the area of their activities.
- 11) **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.
- 12) **CLIENT INFORMATION:** The permittee agrees to provide clients with information regarding rules, regulations and other information pertaining to the guided activity, the area and basic safety information relative to the client's visit.
- 13) **ACCIDENT NOTIFICATION:** The permittee will notify State Park staff immediately after completing a trip in which accidents involving personal injury, boat collision, overturning or swamping, or damage to the guide vessels 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.
- 14) **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.
- 15) **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.
- 16) **PROFESSIONAL BEHAVIOR:** The permittee shall not verbally, physically or by any other method 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.
- 17) **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, their agents, employees or clients.
- 18) **NATURAL HAZARDS:** The permittee recognizes and understands that natural hazards are likely to exist within the area of their operation. The permittee agrees to take all reasonable precautions to make themselves aware of these hazards and to avoid injury to persons or property. The permittee is responsible for ensuring the safety of the clients under their supervision.
- 19) **COOPERATION:** The permittee agrees to cooperate with all state and federal agency representatives for the purpose of permit compliance and to gather information on fish, wildlife, and other natural resources.
- 20) **RANDOM DRUG TESTING PROGRAM:** Power boat operators are required to hold a U.S Coast Guard License for their business operations in State Parks and will be required to present to the State Park permitting staff documentation, including expiration date that they are currently registered in a

random drug testing program. The Division of Parks and Outdoor Recreation may impose an in-season permit suspension to anyone who has a verified positive test for drugs or alcohol.

- 21) **End of Season Report: Scenic guides who provide scenic tours on the Kenai River are now required to submit an end of season report on or before December 1 of the permitted season.** If you are an employer make sure you list ALL your employees' names on the use report. The report is due whether you conducted commercial activities in a unit of the State Park system or not. A new online system is being developed stage and will be available by August 2020.
- 22) **OTHER PERMITS:** The permittee understands that guiding, outfitting or other commercial activities conducted within the boundaries of the Kenai National Wildlife Refuge or Chugach National Forest may require an additional Special Use Permit.
- 23) **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.
- 24) **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.

The permittee has read and agreed to the terms of the permit and understands that the breach of any terms is cause for suspension or revocation under 11 AAC 20.885. Further, it is expressly understood and agreed that this permit may be revoked per regulation at the discretion of the Director, or his/her designee without compensation to the permittee.

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.

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 #24 and confirm that I am a:

____ 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.

Permittee’s Printed Name/Signature

Date