



SELDOVIA NATIVE ASSOCIATION, INC.

"Our People, Responsibly Managing Our Resources, For Now and the Future."

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**Seasonal Non-Commercial User Permit Application:
For use of Seldovia Native Association, Inc. Corporate Lands**

Applicant Name	
DBA/Company Name	
Address	
City, State, Zip Code	
Telephone	
E-mail	
DL#/Photo ID	

Note: No campfires and/or wood burning

This permit is issued by **Seldovia Native Association, Inc.** and accepted by the applicant, subject to the terms and conditions of the **Seldovia Native Association, Inc.** on the subject to the terms and conditions of this permit. The Applicant, on the Applicant’s behalf, and on behalf of all Applicant’s party by acceptance of this permit, certifies that he/she has read and is familiar with the terms and conditions, that all activities will be performed in strict compliance with said regulations, and has reviewed the maps & exclusion areas for no trespassing.

*I HEREBY CERTIFY THAT ALL THE ABOVE INFORMATION IS TRUE AND CORRECT
AND I FURTHER ACCEPT THE CONDITIONS AND STIPULATIONS #1-11 OF THIS AGREEMENT.*

Signature of Applicant

Date

Signature of Associations Representative

Date

Type of Permit	Daily Rate	Weekly Rate	Start Date	Completion Date
Hunting: Per hunter/per hunt Black bear on Seldovia side	\$150.00	n/a		
Per hunter/per hunt Brown bear on the west side of the cook inlet (for guided hunts)	\$2000.00	n/a		
Hiking & Biking	\$5.00	\$15.00		
Additional Group Member	\$2.00	\$10.00		
Other:				

Amounted Collected: _____

Agent: _____

Additional Group Members

Name	Address	Phone

1. **FEE.** The applicant shall pay the assigned for the specified use circled above. The party hereto expressly agree that the access fee stated herein is solely for purposes of reimbursing SNA for its administrative and other costs caused hereby and is not a rental or lease fee constituting compensation for the use or occupancy of the lands.
2. **ENVIRONMENTAL PROTECTION.** Applicant to Use utmost care to avoid to the greatest extent possible any risks of ecological, environmental, or other damage or disturbance to corporate lands, resources or appurtenant property and waterways. In particular, applicant agrees to remove all equipment and waste of all description at the termination of the permit, including but not limited to, tent frames. net racks, trash, debris and human wastes. Applicant agrees to compensate SNA for any damages to corporate lands, resources or appurtenant property or waterways caused or contributed to by applicant or those in applicant's party. Applicant agrees that officers or manager employees of SNA may inspect applicant's permit and permitted Site at any time to assure compliance with the conditions set forth in this document. and applicant agrees to cooperate fully with any such officers or employees.
3. **RESPONSIBILITIES** for injury, the Applicant understands that SNA's lands are largely undeveloped and are not patrolled and that applicant and applicant's party may be subject to a wide variety of known and unknown hazards. Applicant or Applicant's own behalf, hereby agrees to defend, indemnity, and forever hold harmless to SNA for any personal injuries Or property damage of what-ever nature suffered by Applicant or members of Applicant's party while on or near corporate lands or appurtenant-property or water-ways, and for any personal injuries or property damages caused or contributed to by the applicants or members of Applicant's party. Such indemnity shall extend without limitation, to all judgments, settlements,

penalties, damages, assessments, costs and/or attorney's fees, which might otherwise be directed or assessed against, charged to, or paid by SNA. No trees, timber or live vegetation shall be cut, damaged or removed. No surface or subsurface materials shall be collected, mined or removed (collected meaning gravel or artifacts). All reasonable precautions shall be taken to prevent forest and wild land fires. The Applicant shall make every effort to suppress any fire which the Applicant starts or observes, and shall report it as soon as possible to the Authorities, and SNA.

4. **DISCLAIMER OF INTEREST IN LAND.** Applicant, on Applicant's behalf and on behalf of all in Applicant's party, hereby waives and disclaims any right, title, interest, of any kind whatsoever in SNA's lands, resources or appurtenant— property or waterways other than rights explicitly granted by a duly approved permit or other duly executed and delivered corporate documents.
5. **CODES OF CONDUCT.** Applicant, on applicant's own behalf, and on behalf of all in applicant's party, agrees that all members of Applicant's party' shall conduct themselves in a law-abiding fashion, shall avoid rowdy, threatening or boisterous behavior, and shall respect the person, property and traditional Customs of local residents, and abide by any applicable regulations now or hereafter adopted by SNA.
6. **DISPUTES REGARDING SITE OR AREA LOCATION.** If at any time during the term of the permit a dispute arises between Applicant and any other person regarding Site or area location, Applicant will abide by any applicable regulations now or hereafter adopted by SNA. Seldovia Native Association, Inc. reserves the right to make any future changes without any liability whatsoever on Corporation lands and policy's as to usage, trespass, and permitting. This permit is only to access unimproved lands any trespass on improved lands or lands where commercial activities are evident, past and present is not allowed and will be considered a trespass violation.
7. **TERMINATION OF PERMIT.** Applicant agrees that its permit, if granted, may be terminated at any time by SNA in its sole desecration and without liability to applicant with or without causes. In the event that anyone in applicant's party breaches any provision set forth herein and in the sole opinion of SNA, such breach is not serious, Applicant may be accorded an opportunity to cure the breach, including payment of any costs or damages resulting from or associated with such breach. On termination for breach Applicant shall forfeit the permit fee as liquidation damages, because of the difficulty acknowledged by Applicant of determining actual damages. SNA is not precluded, however, from seeking actual damages, or seeking any other additional legal or equitable remedies available under the law or this document
8. **COMPLETE AGREEMENT.** Once signed by the Applicant and approved by SNA, this document shall be considered permit and the entire agreement of the parties and shall supersede all prior or contemporaneous oral agreement. Any modification must be in writing and signed by both parties to be effective. Applicant certifies that he/she has read and is familiar with the above conditions, that all activities will be performed in the strict compliance with said conditions. and that any invitee of applicant will be informed of and shall agree to be bound by these conditions and related regulations now or hereafter adopted by SNA.
9. **POST USE INTERVIEW.** The applicant agrees that he/she will notify SNA of any damage, misuse, sightings, observations of game, bark beetle damage, or any other information to ascertain the condition, stock, and use of Corporation lands. The Post Use Interview is optional for Use Permit Holder who is not harvesting large and small game.

Hunting Use Permit Holders agree to a post season interview at the Seldovia Native Association, Inc. office in Seldovia, Alaska to review hunter success, game habitat, game locations and game status.

10. **INDEMNIFICATION AND RELEASE** The Applicant releases SNA and its assigns or successors in interest from, and will at all times fully protect, defend, indemnify and save SNA, and its assigns or successors in interest, harmless from and against any and all actions, claims, losses, expenses, including attorney's fees. Suits, liabilities, property' damage, or personal injury of any kind resulting from or arising out of or incident at or in connection with any act or omission by Applicant, its agents, employees, contractors or invitees resulting from or arising out of or incident at or for the Lands, or the exercise of any of the privileges herein granted. Applicant hereby acknowledges the application to the Lands and Applicant's use of the lands the provisions of AS 09.65.200, which provides that SNA as landowner is not liable in tort of damages for the injury' to or death of a person who enter onto or remains on the unimproved portion of the Lands.
11. **IT IS UNDERSTOOD BY THIS APPLICATION THAT SELDOVIA VALLEY SURROUNDING SELDOVIA LAKE ARE SET ASIDE LANDS WHERE TRESPASS IS NOT ALLOWED. THESE SET ASIDE LANDS ARE DESCRIBED AS FOLLOWS:**

TOWNSHIP T 9 S, R 14W SECTIONS 33, 34, AND 35; TOWNSHIP T 10 S, R 4W SECTIONS 2.3.11, 12,13. AND 14. IT IS FURTHER UNDERSTOOD THAT THE PERMITTEE IS IN KNOWLEDGE OF THESE SET ASIDE AREAS AND IMPROVE AREAS AND THAT TRESPASS IS NOT ALLOWIED.