

APPLICATION FOR PARK USE PERMIT

NAME OF APPLICANT: _____

ORGANIZATION NAME: _____

ADDRESS: _____

PHONE NUMBER (S): _____

LOCATION OF PROPOSED ACTIVITY (Attach map if necessary): _____

DESCRIPTION OF PROPOSED ACTIVITY (Attach plans if necessary): _____

DURATION OF ACTIVITY: _____

OTHER COMMENTS: _____

APPLICANT'S SIGNATURE: _____

DATE: _____

A \$50.00 non-refundable application fee is required for Special Park Use Permits. Make checks payable to:
STATE OF ALASKA

MAIL APPLICATION TO:
Kenai River Center
514 Funny River Road
Soldotna, Alaska 99669
Phone:907-260-4882
Fax: 907-260-5992

GENERAL STIPULATIONS

- 1. NON-ASSIGNMENT.** This permit may not be assigned without the written approval and acceptance of the assignee by the director or his/her designee. Further, the licensee shall not sublet or enter into any third party agreements involving the privileges authorized by this permit.
- 2. STATE HELD HARMLESS.** The permittee agrees to indemnify, defend and hold harmless the State of Alaska from any and all liability claims arising from the actions of the permittee or his/her agents, employees or clients while conducting activities under this permit on state park lands or waters.
- 3. FORFEITURE.** The permittee shall forfeit the permit if he/she defaults in the performance or observance of any of the permit terms, covenants, stipulations, or of a statute or regulation.
- 4. LITTER REMOVAL.** The permittee shall remove all litter caused by their activities and shall make a reasonable effort to pick up and remove from the park litter which they find in the vicinity of their activities within the park.
- 5. PROTECTION OF PARK LAND OR PROPERTY FROM DAMAGE.** The permittee shall exercise diligence in protecting from damage the land, property and resources of the Division of Parks and Outdoor Recreation in the area covered by and used in connection with this permit and shall pay the division for any damage resulting from negligence or from the violation of the terms of this permit or any law or regulation applicable to the use of state parks by the permittee or by his/her agents and employees when acting within the scope of their employment.
- 6. GEOGRAPHIC LIMITATION.** This permit is applicable only for the use areas described.
- 7. NO PREFERENTIAL RIGHT OF RENEWAL.** No rights of renewal or preferential rights for renewal are attached to this permit.
- 8. 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.
- 9. DISTURBANCE OF PARK RESOURCES.** All activities shall be conducted in a manner that will avoid or minimize disturbance of park resources including natural drainage systems.
- 10. ACTIVITY AREA.** All activity areas and campsites shall be kept clean and maintained in an orderly manner.
- 11. 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 avoid injury to persons or property.

12. AESTHETICS. The permittee shall protect the scenic aesthetic values of the area under this permit, and the adjacent land, as far as possible while conducting activities authorized under this permit.

13. STATE INSPECTION OF PERMIT AREA. The state reserves the right to inspect areas of activity under this permit. It is understood, however, that the state will only inspect the site during normal periods of activity by the permittee or at other times that are convenient to the permittee unless in an emergency situation.

14. STRUCTURES. Permanent structures are prohibited from being placed by the permittee on state park lands or waters.

15. PERSONAL PROPERTY. If personal property is authorized to be placed or located on park lands or waters under the provisions of this permit, the personal property shall be removed prior to the expiration of the permit or it will be impounded by the state.

16. VALID CLAIMS. This permit is subject to all valid claims and applicable laws and regulations.

17. FIRES. The permittee and his/her agents/employees agree to take all reasonable precautions to prevent, suppress and report promptly all fires on or endangering state park lands. No material shall be disposed of by burning during a closed season established by law or regulation without a written permit from the state forester.

18. PUBLIC ACCESS. The permittee, employees, agents or clients shall not interfere with free public use of roads and trails in the area or their activities except as may be authorized by special stipulation of this permit.

APPLICATION FOR PARK USE PERMIT

NAME OF APPLICANT: **John Kwietniak**

ORGANIZATION NAME: **Tesoro Alaska Company**

ADDRESS: **54741 Tesoro Rd.
Kenai, AK 99611**

PHONE NUMBER (S): **(907) 776-3569** **(907) 776-8191**

LOCATION OF PROPOSED ACTIVITY (Attach map if necessary):
Parts of oil recovery will occur within the Kachemak Bay State Park

DESCRIPTION OF PROPOSED ACTIVITY (Attach plans if necessary):
Oil recovery. See ARRT plans attached

DURATION OF ACTIVITY: **Mid April until approximately mid September**

OTHER COMMENTS:
NA

APPLICANT'S SIGNATURE: _____

DATE: **5/13/05**

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FAX

FILE

More Information on this Form

When do you need this form?

When any oil spill recovery related activities take place within a state park.

Who fills out this form?

Incident Commander or project manager.

Who signs this form?

Incident Commander or project manager.

Where does this form get delivered?

Delivery information can be found on page 1.