UKPEAGVIK IÑUPIAT

UIC LANDS DEPARTMENT

P.O. Box 890 | 1250 Agvik Street | Barrow, Alaska 99723 Phone 907-852-4460 | Fax 907-852-4459 www.uicalaska.com | permits@uicalaska.com

INTERNAL USE ONLY:
COMPANY # 10000
SUB-ACCT # 085.100.001.00.00
G/L # 310001
PROJECT # 000.2000.0850000

LAND USE ACCESS PERMIT APPLICATION | Guide and Outfitter

Permit Fee is \$1,500.00.									
Supp	lemental Fees are \$20.00 po	er guest or client of the	Guide/Outfitter.						
PERN	IIT NUMBER:	Permit # to be assigned upon approval.							
PAYN	MENT METHOD:	☐ CASH	☐ CHECK	☐ CREDIT CARD					
PAYM	ENTS ARE PAYABLE TO: Ukpea	gvik Inupiat Corporation,	P.O. Box 890, Barrow, Alaska 997	23					
APPL	ICANT INFORMATION:								
COMI	PANY NAME:	CONTACT PERSON:							
MAILING ADDRESS:									
CITY/	STATE/ZIP:								
		CELL:	FA	FAX:					
EMAI	L:								
EMPL	OYEES THAT WILL BE OUT I	N THE FIELD: (Attach	list of additional names if need	ded)					
1.		3.	5.						
			6.						
PROP	OSED DATES OF USE:								
		FROM		ТО					
DESC	RIBE AREA OF ACCESS:								
TOWNSHIP:		RANGE:	:	SECTION:					
[☐ CHECK BOX IF ATTACHI	NG MAP TO PROVIDE FL	JRTHER DETAIL.						
PURP	OSE OF ACCESS:								
METH	HOD OF OFF-ROAD TRAVEL:								
		•	rized travel, list type, size, weight,	and # of vehicles.					
		JIC shareholder or that e	employs at least one (1) UIC sh	areholder. Supplemental					
	fees are charged for each individual guest or client of the Guide/Outfitter. Provide proof of current insurance in the minimum amount of \$300,000.00, naming Ukpeagvik Inupiat Corporation as additional insured.								
	Provide copy of current guide/outfitter business license.								
	Provide authorization letter for the appropriate guide/outfitter areas.								
	Provide current rate or price sheet for your services.								
	Provide copy of brochure or advertisement describing your services.								

APPLICANT CERTIFIES THAT HE/SHE HAS READ AND IS FAMILIAR WITH THE UIC LAND USE PERMIT POLICIES AND CONDITIONS AND THAT ALL ACTIVITIES WILL BE PERFORMED IN STRICT COMPLIANCE WITH SAID POLICIES AND CONDITIONS.

X			
	APPLICANT SIGNATURE	DATE	
X			
	APPROVED	DATE	
X			
	DISAPPROVED	DATE	

UIC LAND USE PERMIT POLICIES AND CONDITIONS

The applicant ("Applicant"), on his/her own behalf, requests permission to use the described temporary use site or area, which is on lands of Ukpeagvik Inupiat Corporation, during the periods set forth under the following conditions:

- 1) **Payment.** Applicant has paid the appropriate non-refundable application fee to UIC Lands Dept. for the purpose of a Temporary Land Use Permit. This permit is mandatory (no exceptions) and is required for all individuals wishing to access UIC corporate lands.
- 2) **Protection of Historical Sites.** Archaeological sites are an invaluable part of the Inupiat culture and heritage. Unauthorized excavation, removal, damage or destruction of any archaeological resource located on UIC lands is strictly prohibited. Non-compliance will result in citations for violation, fines and legal remedies. Sightings of any artifacts or human remains must be reported immediately to the UIC Lands Dept. at (907) 852-4460 and to the Inupiat History Language and Culture office at (907) 852-0422.
- 3) Environmental Protection. Applicant agrees 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 waste. Applicant agrees to compensate UIC Lands Dept. 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 managerial employees of UIC Lands Dept. 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.
- 4) Guidelines for Wildlife Photographers and Filmmakers.

Use of Drones. Applicant agrees to comply with all applicable federal, state and local laws and regulations, including but not limited to, any applicable permitting, zoning, environmental, Federal Trade Commission, and Federal Aviation Administration (FAA) laws and regulations. Applicant must provide a copy of their approved FAA Certificate of Waiver or Authorization (COA) listing Barrow as an approved site.

Protection of Snowy Owls. Applicant must adhere to the following guidelines when photographing snowy owls:

- 1. All persons or parties must have a blind. Photographer must supply their own blind.
- 2. Blinds cannot be closer than 30 meters (~100ft.). Thus, bring appropriate camera gear.
- 3. Only one blind (i.e. persons/parties) will be allowed per nest.
- 4. Blinds cannot be left unattended for >3 days.
- 5. Violation of any of the terms will result in termination of your permit.

Protection of Subsistence Whaling Activities. Holders of UIC Land Use Permits may not make any use of UIC Land that is near to, related to, involves taking pictures or video of, or is in any other way associated with the harvesting of bowhead whales without the express written permission of the Barrow Whaling Captains Association. For more information, please contact the Alaska Eskimo Whaling Commission office at (907) 852-2392 or visit their website at www.aewc-alaska.com.

5) Waiver of Claims. Applicant accepts use of these lands "AS IS" and "WITH ALL DEFECTS AND FAULTS". Applicant shall conduct its operations at his or her sole risk. UIC Lands Dept. shall not be liable to Applicant or to any third party using the site or area for any personal injury, death or property damage arising out of Applicant's operations, or for items of personal property left on the site or area. Applicant waives any claim or loss it may have at any time (now or in the future), suffer or incur for personal or bodily injury (including death) or property damage against UIC Lands Dept., its affiliates, and its directors, officers,

agents, employees, representatives and attorneys, in connection with Applicant's operations or use of the site or area and/or surrounding UIC corporate lands, whether or not such claim or loss results from or is caused to any degree by the negligence of UIC Lands Dept. or any such person, from the condition of the site or area or surrounding UIC corporate lands, or from natural causes. This waiver of claims shall survive cancellation and expiration of this permit.

- 6) Responsibilities for Injury. Applicant, on Applicant's own behalf, hereby agrees to defend, indemnify, and forever hold harmless UIC Lands Dept. for any personal injuries or property damage of whatever nature suffered by Applicant or members of Applicant's party while on or near corporate lands or appurtenant property or waterways, and for any personal injuries or property damages caused or contributed to by the Applicant or members of Applicant's party. Such indemnity shall extend, without limitation, to all judgments, settlements, penalties, damages, assessments, costs or attorney's fees, which might otherwise be directed or assessed against, charged to, or paid by UIC Lands Dept., its affiliates, directors, agents, employees, representatives, and attorneys. All such indemnity, defenses and hold harmless obligations shall survive cancellation and expiration of this permit.
- 7) **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 or interest, of any kind whatsoever, in UIC corporate lands, resources or appurtenant property or waterways other than rights explicitly granted by a duly approved permit or other duly executed and delivered corporate document.
- 8) **Code of Conduct.** Applicant, on Applicant's 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 UIC Lands Dept.
- 9) **Disputes Regarding 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 decision of UIC Lands Dept. providing for an adjustment or substitution of site or area location.
- 10) **Termination of Permit.** Applicant agrees that its permit, if granted, may be terminated by UIC Lands Dept. with or without cause. In the event that anyone in Applicant's party breaches any provision set forth herein, and, in the sole opinion of UIC Lands Dept., 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 liquidated damages, because of the difficulty acknowledged by Applicant of determining actual damages. UIC Lands Dept. is not precluded, however, from seeking actual damages, or seeking any other or additional legal or equitable remedies available by law or under this document.
- 11) **Complete Agreement.** Once signed by Applicant and approved by UIC Lands Dept., this document shall be considered the permit and the entire agreement of the parties and shall supersede any prior or contemporaneous oral agreement. Any modification must be in writing and signed by both parties to be effective. Applicant certifies that he/she read and is familiar with the above conditions that all activities will be performed in strict compliance with said conditions, and that all party members will be informed of and bound by these conditions and related resolutions now or hereafter adopted by UIC Lands Dept.

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UIC Land Use Access Permit

Credit Card Authorization Form

Name on the Card:								
Type of Card:			Visa			MasterCard		
Account Number:								
Expiration Date:				Security Code:				
Billing Address:								
City / State / Zip:								
Phone Number:								
Amount to be Charged:	\$							
Purpose:	UIC Land							
By signing this form, you authorize UIC to charge your card for the amount listed above. Merchant name will be listed as <u>UIC Real Estate Management</u> on the credit card charge.								
Print Name:								
Signature:								
Date:								

UIC Corporate Boundary Map

