

**The Alaska Mental Health Trust Authority
Trust Land Office**

REVOCABLE PERMIT FOR BIG GAME GUIDING

MHT XXXXXXX

THIS REVOCABLE PERMIT FOR BIG GAME GUIDING (“*Permit*” or “*Agreement*”) is made effective as of _____ and granted by and among **THE ALASKA MENTAL HEALTH TRUST AUTHORITY** (“*Trust Authority*”), a public corporation within the Alaska Department of Revenue (AS 47.30.011 et seq.), acting by and through the State of Alaska, Department of Natural Resources, Trust Land Office (“*TLO*”), pursuant to AS 37.14.009, AS 38.05.801 and 11 AAC 99 (the Trust Authority and the TLO are collectively referred to as “*Grantor*”) whose address is 2600 Cordova Street, Suite 201, Anchorage, AK 99503, and made in favor of XXXX XXXX (“*Grantee*”) whose address is XXXX XXXX.

In consideration of the cash payment made by Grantee to the Grantor, and other performance to be rendered by Grantee hereunder, it is in the best interests of the beneficiaries of the Alaska Mental Health Trust (“*Trust*”) that the Permit Area(s) be permitted to Grantee, and Grantee desires to enter and use the Permit Area(s) for the purposes, and on the terms and conditions hereafter set out.

AGREEMENT

NOW THEREFORE, the Parties mutually covenant and agree as follows:

- 1. GRANT.** The Grantor hereby grants Grantee a revocable, big game guiding exclusive permit, without warranty, to enter the following described tract of land: XXXXXX XXXXXX, more or less (“*Permit Area(s)*”), as depicted on Schedule 1, for the limited uses and purposes as described in Schedule 2 hereof.
- 2. TERM.**
 - a. This Agreement shall automatically expire at 11:59pm on the 31st day of December, 2026 unless it is extended or earlier terminated as elsewhere provided in this Agreement.
- 3. CONSIDERATION.**
 - a. Annual Payments. Grantee shall pay the \$5,000 annual fee and \$1,500 per client per hunt fee, to the Grantor, for the partial permit year of 2020. For the years 2021 – 2026, Grantee shall pay a \$X,XXX annual fee to the Grantor. Grantee shall annually

pay the \$X,XXX per client per hunt fee with a minimum of XX number of hunts, to the Grantor. Both fees are due December 31 of each year the Permit is in effect. The annual fee is due December 31 for the year ahead, and the per client per hunt fee is due December 31 for the preceding year.

4. PAYMENT METHOD.

- a. All payments to the Trust Land Office, must be tendered to the Grantor at:
Alaska Mental Health Trust Land Office
2600 Cordova Street, Suite 201
Anchorage, Alaska 99503
- b. To any depository designated by the Grantor with at least a (60) days written notice to the Grantee;
- c. If the Grantor's (or depository's) office is not open for business, the time for payment is extended to include the next day on which that office is open for business;
- d. Credit card payments may be submitted by calling Financial Services, Department of Natural Resources at (907) 269-8684.

5. PERMITTED USES.

- a. During the term hereof Grantee shall only use the Property in accordance with the approved uses and purposes attached hereto as Schedule 2 and made a part hereof.
- b. Grantee is responsible for obtaining, at its sole expense, all necessary authorizations, permits and/or permission from other property owners and third Parties to conduct its activity and for compliance with restrictions and requirements regarding operations that are contained in this Agreement.
- c. The Grantor reserves the right to allow other uses of the Property at its sole discretion. Existing or future authorized uses of the lands subject to this Agreement will not be unreasonably interfered with by Grantee.
- d. Grantee shall properly locate all activities and improvements within the Property. For activities and improvements not made part of this Agreement, the Grantee shall obtain prior written approval of the Grantor.

6. ASSIGNMENT. This Agreement, or an interest herein may not be assigned, subleased or otherwise transferred by Grantee.

7. RECORDS AND REPORTING.

- a. Throughout the term of this Agreement and for at least three years following termination, Grantee shall keep and retain in its possession books, reports and records (collectively referred to as "Records") concerning the operations and activity conducted under this Agreement or on lands subject to this Agreement. Grantee shall permit the Grantor to examine the Records at all reasonable times. As to all such Records, the Grantee shall use consistently applied generally accepted accounting procedures when applicable.
- b. A concise written summary report will be provided to the Grantor that describes the Grantee's actual uses of the lands, rights and resources subject to this Agreement, including but not limited to dates and specific use locations, within 30 days of a

Grantor request for such report. Additionally, observations, if any, by the Grantee of other conditions or activities on the lands subject to this Agreement, including trash and debris accumulation, hazardous circumstances or other uses and activities that can reasonably be assumed to be of interest or concern to the Grantor will be reported in writing to the Grantor within 30 days of the observation.

- c. Grantee shall submit a written report to the Grantor on all matters relevant to the character, progress and results of operations as defined under this Permit and a Completion report within thirty (30) days of the end of each calendar year the permit is in effect, or expiration, termination, or revocation of the Permit. Permits with terms of one year or less require a Completion report only. These reports shall contain the following information:
- d. Maps showing all permit land subject to field investigation will be of appropriate scales sufficient to accurately locate all sites and show all details relevant to the interpretation and evaluation of the information presented.
 - i. Actual routes of overland vehicular travel.
 - ii. A list of vehicles used for any off-road travel that may have taken place.
 - iii. A statement of clean-up activities and methods of debris disposal, if any.
 - iv. A report covering any known incidents of damage to the vegetative cover and follow-up corrective actions that may have taken place while operating under this Permit.
 - v. Pictures of all camps, caches, and other items or structures of personal property within the permitted area(s).
 - vi. A report covering the number of each species harvested, a list of hunting clients, a client of accompanying non-hunting clients, and the number of hunts taken. This report must be provided by December 31 for all uses during that calendar year. This report shall be certified by the permit holder as being complete and accurate.

8. FAILURE OF TITLE.

- a. Grantor makes no representations or warranties, express or implied, as to title to, access to, or quiet enjoyment of, the Property or any portion thereof. Grantor expressly disclaims liability to the Grantee for any deficiency in title, or difficulty in securing access, to the Property.
- b. If all or part of the Property has been selected by the State of Alaska under the laws of the United States granting land to the state, but the land has not been patented to State of Alaska by the United States, then this Agreement is a conditional Agreement as provided by law until the patent becomes effective. If, for any reason, the selection is not finally approved, or the patent does not become effective, any rental, royalty, or other production or profit-based payments made to Grantor under this Agreement will not be refunded.

9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

- a. The Grantee shall, at the Grantee's own expense, comply with all existing and hereafter enacted state and federal environmental responsibility laws ("Environmental Laws"). The Grantee shall, at the Grantee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate

- governmental authority (the “Authority”) under the Environmental Laws. As used in this Agreement, the term “Hazardous Materials” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.
- b. Should the Authority require that a remedial action plan be prepared and that a remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge, or threatened disposal, release, spill, or discharge of or contamination by Hazardous Materials at the Property that occurs during the term of this Agreement or arises out of or in connection with the Grantee’s use or occupancy of the Property, then the Grantee shall, at the Grantee’s own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. The Grantee’s obligations under this section shall arise if there is any event or occurrence at the Property during the term of this Agreement, or arising out of or in connection with the Grantee’s use or occupancy of the Property that requires compliance with the Environmental Laws.
 - c. At no expense to the Grantor, the Grantee shall promptly provide all information requested by the Grantor for preparation of affidavits or other documents required by the Grantor to determine the applicability of the Environmental Laws to the Agreement, and shall sign the affidavits promptly when requested to do so by the Grantor.
 - d. The Grantee shall indemnify, defend, and hold harmless the Grantor from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of or contamination by Hazardous Materials at the Property that occurs during the term of the Agreement or arises out of or in connection with the Grantee’s use or occupancy of the Property; and from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the Grantee’s failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs during the term of this Agreement or arises out of or in connection with the Grantee’s use or occupancy of the Property.
 - e. The Grantee agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or Hazardous Materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water. If the presence of any Hazardous Material caused or permitted by Grantee results in any contamination of the lands and resources subject to this Agreement, Grantee shall promptly take all actions at its sole expense as are necessary to return the lands and resources subject to this Agreement to the condition existing prior to the introduction of any such Hazardous Material in a manner consistent with applicable law, and to the satisfaction of any governmental agency having jurisdiction over the matter.
 - f. In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the Property: (i) has been released on the Property; (ii) has resulted from acts or

omissions of the Grantee or its agents; and (iii) has occurred during the term of this Agreement. The Grantee has the burden of rebutting the presumptions by clear and convincing evidence.

- g. This section of this Agreement is not intended to in any way alter the State of Alaska's powers and rights or the Grantee's duties and liabilities under Title 46 (or its successor) of the Alaska Statutes or other state, federal, or municipal statutes, regulations, or ordinances. The obligations and provisions of this Section 9 shall survive the termination of this Agreement.

10. PERFORMANCE DEPOSIT. In order to secure its performance hereunder and to secure return of the Property in good condition, Grantee shall furnish a performance deposit or evidence of an existing performance deposit before agreement issuance, in an amount as set forth on Schedule 3 and shall maintain such performance deposit during the term hereof. Grantee may be required to furnish an additional performance deposit where a greater amount is justified by a change in the use and degree of risk involved in the types of operations being or proposed to be carried out under this Agreement. In lieu of the performance deposit required under the preceding sentence Grantee may, with the Grantor's approval, furnish and maintain a statewide performance deposit, in accordance with any applicable regulations.

11. INSURANCE. Without limiting Grantee's indemnification obligation, Grantee shall purchase, at its own expense, and maintain in force at all times during the term of this Agreement, the policies of insurance specified on Schedule 4. Required types of insurance may include, but are not limited to, comprehensive general liability insurance, builder's risk insurance, workers' compensation insurance, and comprehensive automobile and/or aircraft liability insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Grantee's policy contains higher limits, the Grantor shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the Grantor upon execution of this Agreement and must provide for a thirty (30) day prior written notice to the Grantor of cancellation, nonrenewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or the lapse of a policy is a material breach and grounds for termination of this Agreement. Each Worker's Compensation Insurance policy shall be endorsed with a waiver of subrogation in favor of the TLO and the Trust Authority. All other insurance policies required by this Agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insurance carried by either the TLO or the Trust Authority shall be excess only and shall not contribute to the insurance required by this Agreement; shall be endorsed to name the TLO and the Trust Authority as additional insureds; shall provide for a waiver of subrogation in favor of the TLO and the Trust Authority; and shall provide that any loss shall be payable notwithstanding any act of negligence of Grantor, Grantee, or any transferee or other occupant of the Property which might otherwise result in a forfeiture of said insurance. All endorsements shall reference this Agreement. All insurance shall be on an occurrence and not a "claims made" basis. Grantor shall have the right, but shall not be obligated, to pay any delinquent premium on any of Grantee's insurance policies if found necessary to prevent a cancellation, non-renewal or material alteration thereof; and Grantee

shall within five (5) days, pay the delinquent premium, together with a ten percent (10%) administrative fee, as additional payments under this Agreement.

12. REVOCATION. Notwithstanding any other provision of this Agreement, the Grantor may, within its sole discretion, for any reason, revoke the permit granted hereunder upon sixty (60) days written notice to Grantee. At the end of such sixty (60) day period, this Agreement shall automatically terminate. Unless revoked for breach of any condition, Grantee shall be entitled to a refund on a pro-rata basis of any advance use fees paid hereunder, subject to Grantee's duty to return the Permit Area(s) in good condition in accordance with the terms of this Agreement.

13. LIABILITY/INDEMNIFICATION.

- a. Grantee shall protect, defend, indemnify, and hold harmless the State of Alaska, Department of Natural Resources, the Trust Land Office, the Alaska Mental Health Trust Authority, and their respective officers, directors, employees, volunteers, agents, successors, and assigns from and against all liens, claims, demands, fines, penalties, and causes of action of every kind and character without limit, including claims for loss or damage to property, or injury to any person, or release or discharge of any hazardous substance arising from, or in connection with, any act or omission committed under this Agreement by or on behalf of Grantee, except for damage or injury caused by the sole gross negligence or willful misconduct of the Trust Land Office.
- b. Grantee represents and warrants to the Grantor that the potential liabilities that may arise under this Agreement, including the liabilities assumed in the indemnification clause, are fully insured by a policy or policies of insurance purchased by Grantee from insurance companies satisfactory to the Grantor and that the full limits of Grantee's policy or policies are available to protect the Grantor and the Grantee from such liabilities.
- c. The Grantor shall not be responsible for any defect or change of condition in the Property, whether to any person or property, due to any cause whatsoever, including, but not limited to, damage done by flood, earthquake, fire, utility outage or acts of other tenants in the building or other persons or entities, except duly authorized employees or agents of the Grantor.
- d. The Grantee agrees to reimburse the Grantor for any and all necessary expenses, attorney's fees, and costs incurred in the non-judicial or judicial enforcement of any part of the foregoing indemnity provision.

14. VALID EXISTING RIGHTS. The Grantee's use of the Property shall not interfere with valid existing rights, if any, that exist upon the Effective Date of this Agreement, without prior written approval from the Party holding those rights.

15. INSPECTION. The Property shall be open to inspection by the Grantor at all reasonable times, but no less than once per year. The Grantor may, in its discretion, charge Grantee with the inspection costs permissible under 11 AAC 05.010, or its successor regulation, including a reasonable inspection fee, reimbursement for Grantor time involved, and/or other associated costs.

16. DEFAULT, TERMINATION AND REMEDIES.

- a. The failure of Grantee to abide by all express or implied terms of this Agreement shall constitute a default in Grantee's obligations hereunder. Grantee shall have 30 days after written notice of non-monetary default or 10 days after a monetary default to cure said default. However, if in the sole discretion of the Grantor, the default is resulting in resource damage, Grantor, without waiving or releasing any obligation or default, shall have the right, but shall be under no obligation, to step in and cure the default immediately and charge Grantee with the costs of curing said default, or may require Grantee to cure the default in less than 30 days. If Grantee fails to cure the default to the reasonable satisfaction of the Grantor within the allotted time or the Grantor cured the default to prevent resource damage, then the Grantor may order suspension of all operations and activity under this Agreement until compliance is achieved, or the Grantor may at its sole option terminate this Agreement. It is specifically agreed that no judicial action shall be necessary to terminate this Agreement or to allow Grantor to retake possession of the lands subject to this Agreement. Notwithstanding the foregoing, the cure period for non-monetary defaults may be extended in the sole discretion of the Grantor for a reasonable period of time if such non-monetary default cannot be cured within the 30 day cure period, provided that Grantee takes appropriate action to cure said default within the 30 day cure period and, thereafter, continues to take such action as may be necessary to complete the cure in the shortest possible time.
- b. Upon the termination of this Agreement as to all or any portion of the Property, Grantee shall, within 30 days, remove from the Property all machinery, equipment, tools, and materials placed in, on or under the Property by Grantee. Upon the expiration of such period and at the option of Grantor, any machinery, equipment, tools, or materials that Grantee has not removed from the Property shall become the property of the Grantor or may be removed or sold by the Grantor at Grantee's expense. The actual expenses of such removal, including compensation for Grantor's time involved relating to the removal, may be recovered at Grantor's discretion from the performance deposit (if any), the proceeds of any sale of such equipment, and/or any other sources available to the Grantor at law or in equity.
- c. Upon any partial or full surrender, or otherwise upon termination of this Agreement, Grantee shall return the Property to the Grantor in their original condition free and clear of all liens and encumbrances arising by, through or under Grantee, its agents or subcontractors. Grantor may immediately enter, or reenter and take possession of the Property. Such action does not absolve, relieve, release or discharge Grantee, either in whole or in part, of any liability under the Agreement.
- d. In addition to the above, if a Default by Grantee occurs under this Agreement, Grantor, at its election, shall be entitled, after the cure periods set forth above have expired: (i) to recover any and all damages including incidental and consequential damages and the full actual amount of all costs and/or fees, including attorneys' fees, reasonably incurred; (ii) to terminate this Agreement and retain the Advance Fee Deposit (if any), the Performance Deposit (if any) and all other fees and deposits paid by Grantee, plus all interest accrued thereon, as liquidated damages and not as a penalty; (iii) to seek specific performance of this Agreement; and (iv) to pursue any

and all remedies in addition to, or by way of, alternatives to the foregoing available at law or in equity.

- e. No right or remedy herein conferred upon either Party shall be exclusive of any right or remedy contained herein or in any instrument or document delivered in connection with or pursuant to this Agreement, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and therein or now or hereafter existing at law or in equity or by statute, or otherwise.

17. RESERVED RIGHTS. Grantor reserves for itself and others all rights not expressly granted to Grantee. These reserved rights include the following, at a minimum:

- a. the right to allow concurrent users;
- b. the right to explore for, remove, and dispose of all resources from the Property;
- c. the right to establish or grant easements and rights-of-way upon, in, across, or through the Property for any lawful purpose, including roads, railroads, well sites, pipelines, utility lines and drill holes necessary or convenient for the working of the Property for all resources, or necessary or convenient for access to other land for any useful purpose; and
- d. the right to manage and to convey to third Parties by grant, lease, permit, or otherwise, any and all interests in the Property other than those granted by this Agreement, provided that any such conveyance to a third Party shall be made subject to Grantee's rights under this Agreement.

The rights reserved pursuant to this provision shall not be exercised in any manner that unreasonably interferes with Grantee's rights or operations under this Agreement. Grantor shall provide Grantee with prior written notice of Grantor's intent to exercise any such reserved rights. Grantor and Grantee shall work cooperatively to identify potential conflicts and Grantor shall require, as a condition to the exercise by any permittee, lessee, or grantee of Grantor of any of Grantor's reserved rights, such terms as appear necessary to avoid unreasonable interference with Grantee's enjoyment of this Agreement or endangerment of Grantee's operations. If at anytime the exercise of any of Grantor's reserved rights must cease or a change must be made in the manner or place of such exercise in order to avoid unreasonable interference with Grantee's enjoyment of this Agreement or endangerment of Grantee's operations, such cessation or change shall occur at no cost to Grantee.

18. SURRENDER. Grantee may upon 60 days written notice to the Grantor surrender all or part of the Property, with the understanding that such surrender is subject to written acceptance by the Grantor. A partial or unapproved surrender shall not reduce Grantee's obligation to reclaim or otherwise comply with other obligations that may have accrued as a result of Grantee's activities on the surrendered ground. A total surrender of the Property by Grantee with approval by Grantor in writing shall result in termination of this Agreement.

19. AUTHORIZED REPRESENTATIVES. The Executive Director of the Trust Land Office, Department of Natural Resources, State of Alaska, or his designee, and the individual executing this Agreement on behalf of the Grantee shall be the authorized representatives of their respective principals for the purposes of signing this Agreement. Such persons shall also be the authorized representatives of their respective principals for

the purposes of administering this Agreement, unless otherwise provided in this Agreement. Grantor or the Grantee may change the authorized representative or the address to which notices to that representative are to be sent by a written notice given in accordance with the notice provision of this Agreement. The Grantee shall also designate by name, job title, and address, an agent who will be present in the State during the term of this Agreement.

- 20. TRUST LAND OFFICE.** The Trust Land Office is executing this Agreement as agent for the Alaska Mental Health Trust Authority, a public corporation within the Alaska Department of Revenue under AS 47.30.011 et seq., as established by Chapter 66, Session Laws of Alaska, 1991, in order to implement the State's obligation as trustee of the trust established by the Alaska Mental Health Enabling Act of 1956, (P.L. 84-830, 70 Stat. 709), in accordance with State v. Weiss, 706 P.2d 681 (Alaska 1985). Neither the TLO nor the Trust Authority undertake any responsibility to act as a regulator as to this Agreement, or as to any operations of Grantee. Grantee is solely responsible to conduct itself in all respects in conformance with the regulations of the state and federal regulatory authorities having jurisdiction over Grantee and its activities under this Agreement.
- 21. STANDARD WARRANTIES.** Grantee represents and warrants that:
- a. It has the capacity to enter into and perform the obligations under this Agreement and all transactions contemplated herein, and all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;
 - b. It will not breach any other agreement or violate any law or regulation by entering into or performing this Agreement;
 - c. It has had a full opportunity to inspect the Property and has determined that they are suitable for the intended use and accepts the Property "as is" and "where is" with all faults.
 - d. It has read and is familiar with the obligations of this Agreement, all operations will be conducted in strict compliance with this Agreement, and it has notified all of its agents, employees and contractors similarly; and
 - e. This Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with the terms, including the representations and warranties set forth herein.
- 22. DENIAL OF WARRANTY.** Grantor makes no warranty, express or implied, and has not assumed and expressly disclaims any liability whatsoever, regarding the Property, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the merchantability, profitability, or fitness for any particular purpose. Grantor authorizes use of the Property without any warranty of habitability.
- 23. NOTICES.** Any notices required under this Agreement shall be deemed delivered upon receipt if personally delivered in writing, upon confirmation of successful transmission if sent via facsimile, or five (5) days after deposit in the United States mail, postage prepaid, and addressed as set forth in this Agreement if mailed. Either Party may change its notice address by effective written notice given to the other Party. The following addresses shall be used for notices required under this Agreement

To TLO:
Trust Land Office
2600 Cordova Street, Suite 201
Anchorage, Alaska 99503
Phone No.: (907) 269-8658
Fax No.: (907) 269-8905
Attention: Executive Director

To Grantee:
XXXXXX XXXXXX

24. GENERAL.

- a. Parties.
 - i. References to Grantee and Grantor shall include their respective agents, employees and subcontractors.
 - ii. Nothing in this Agreement shall be construed to make the Grantor an agent, partner or joint venture with Grantee.
- b. Least Practicable Harm. Grantee shall conduct all activities under this Agreement in such a manner as to ensure the least practicable harm to the Property and land adjacent to the Property. Grantee shall immediately cease and/or eliminate any condition existing or occurring as a result of granted activities, which may cause harm or damage to any person, structure, property, land, stream or wildlife.
- c. Compliance. This Agreement is subject to all applicable local, state and federal statutes and regulations in effect on the Effective Date of this Agreement and to all such statutes and regulations that may become effective on or after the Effective Date, except those inconsistent with the trust principals imposed on the state by the Alaska Mental Health Enabling Act of 1956, P.L. 84-830, 70 Stat. 709. See AS 38.05.801. A reference to a statute or regulation in this Agreement includes any subsequent change in that statute or regulation whether by amendment, repeal or replacement and any successor statute or regulation. All references to specific governmental agencies made herein include any successor agency or different agency that may assume the duties or jurisdiction of the referenced agency. In case of conflicting provisions, the applicable statutes, regulations and ordinances take precedence over this Agreement. This Agreement shall not be construed as a grant or recognition of authority for promulgation or adoption of municipal ordinances that are not otherwise authorized.
- d. Waste. Grantee shall maintain their use areas in a neat and sanitary condition. Latrines must be located at least 150 feet from springs, lakes, and streams to avoid contamination of water resources. All property (except authorized storage) and garbage associated with the permitted activity must be removed from Trust lands upon departing for the season.
- e. Historic Sites, etc. No historic site, archaeological site, or camp, either active or abandoned, shall be disturbed in any manner, nor shall any item be removed therefrom. All activities shall be conducted in accordance with AS 41.35.010 et seq., or its successor statute, which prohibits the appropriation, excavation, removal, injury or destruction of any historic, prehistoric, or archaeological resources of the State. If Grantee discovers any sites during the term of the Agreement, Grantee shall promptly notify the State of

Alaska Division of Parks and Outdoor Recreation, State Historic Preservation Office and Grantor.

- f. Survival. The representations and warranties of both Parties shall survive the termination of this Agreement, unless otherwise provided under this Agreement.
- g. Merger. All prior oral and written understandings are merged herein, and no provision hereof may be waived except in writing signed by the Party to be charged with such waiver. Any amendment to this Agreement must be executed in writing by both Parties. This Agreement shall not be construed more strongly against one Party than the other. All rights and obligations of the Parties hereunder shall bind and inure to the benefit of their respective successors and assigns.
- h. Governing Law, Jurisdiction and Venue. In any legal action arising out of or related to this Agreement, the Parties agree that the laws of the State of Alaska shall apply and the Agreement shall be construed under Alaska law. The Parties also agree that jurisdiction and venue of such action shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Anchorage, Alaska, and consent to personal jurisdiction in such courts.
- i. No Discrimination. Grantee and Grantee's subcontractors shall not discriminate against any employee or applicant because of race, religion, marital status, change in marital status, pregnancy, parenthood, physical handicap, color, sex, age, or national origin as set out in AS 18.80.220. Grantee and its subcontractors shall, on beginning any operations under this Agreement, post in a conspicuous place written notices setting out this nondiscrimination policy.
- j. Conflict of Laws. This Agreement is made pursuant to AS 37.14.009(a)(2), AS 38.05.801 et seq. and 11 AAC 99 et seq. This Agreement and the respective rights and obligations of the Parties hereunder shall be construed and interpreted as a contract under the laws of the State of Alaska, without regard to its conflict of laws principles. Specifically, all words and phrases used in this Agreement are to be interpreted in conformance with AS 01.10.040. This Agreement shall be interpreted so as to carry forward the intent of the Alaska Mental Health Act of 1956, P.L. 84-830 70 Stat. 709 and AS 38.05.801 et seq. and regulations promulgated thereunder with maximum force and effectiveness.
- k. Modification. This Agreement may be modified or amended only by a document signed by both Parties hereto, which postdates the Effective Date, specifically states the terms of the modification or amendment, and refers to the MHT number written on the first page hereof.
- l. Waiver. The receipt of compensation by Grantor, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this Agreement. No delay or omission by Grantor to exercise any right or power accruing upon any noncompliance or default by Grantee with respect to any of the terms hereof shall impair any such right or power, or be construed to be a waiver thereof. Subject to the terms of this paragraph, every such right and power may be exercised at any time during the continuance of such default. It is further agreed that a waiver by Grantor of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding or previous breach thereof or of any other covenants or agreements herein contained.

- m. Headings. Paragraph headings are not part of this Agreement, shall have no bearing on the interpretation of this Agreement, and are inserted only for convenience.
- n. Enforceability. If any clause or provision of this Agreement is determined illegal, invalid, or unenforceable, in a final judicial proceeding by a court of competent jurisdiction, then the remainder of this Agreement will not be affected, and the Agreement shall be automatically reformed to carry out the intent of the Parties hereto without regard for such clause or provision.
- o. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, notwithstanding the fact that all Parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date written above.

GRANTEE

 XXXXXX XXXXXX

Date

GRANTOR
The Alaska Mental Health Trust Authority
 By its agent: Trust Land Office

Wyn Menefee
 Executive Director

Effective Date

XXXXX XXXXXX
STATE OF ALASKA

)
) ss.
)

_____ JUDICIAL DISTRICT

THIS is to certify that on this ____ day of _____, 20__, before me personally appeared _____, the _____ of _____, known to me to be the person named and who acknowledged to me that he/she executed the foregoing instrument in the above stated capacity on behalf of the said [partnership/corporation/limited liability company], freely and voluntarily and for the purposes therein stated.

Notary Public in and for Alaska
My Commission expires: _____

The Alaska Mental Health Trust Authority
STATE OF ALASKA

)
) ss.
)

THIRD JUDICIAL DISTRICT

This is to certify that on this ____ day of _____, 20__, personally appeared Wyn Menefee, known to me to be the Executive Director of the Trust Land Office, and who acknowledged to me that he executed the foregoing instrument, on behalf of the Trust Land Office, as agent for the Alaska Mental Health Trust Authority, freely and voluntarily and for the purposes therein stated.

Notary Public in and for Alaska
My Commission expires: With Office

SCHEDULE 1
Permit Area(s)

1. **REQUIRED PHOTOGRAPHS.** Grantee shall provide the Trust Land Office with three sets of photos: 1) photos identifying the Permit Area(s) before the Grantee activities commence, 2) photos identifying the Permit Area(s) during Grantee activities, and 3) representative photos of the Permit Area(s) after termination of the Permit.

2. **MATERIALS.** Grantee shall not disturb, cut, remove or displace any materials on Trust lands without first obtaining prior written authorization to do so. "Materials" includes, but is not limited to, gravel, rock, sand, peat, timber and all other vegetative materials that have a commercial value. Grantee will be required to pay for the valuation of Trust "materials" within the Permit Area(s) proposed. Grantee is required to pay the TLO fair market compensation or a price as negotiated between the TLO and Grantee within three months of issuance of this Permit for Trust "materials" used by Grantee within the Permit Area(s) or removed from the Permit Area(s). Timber less than six inches in diameter, brush, and slash shall be disposed of to minimize the risk of fire and disease in accordance with the laws, regulations and guidelines established by the State of Alaska, Department of Natural Resources, Division of Forestry.

3. **OPERATIONS.**
 - a. The construction of new roads and trails is not authorized under this Permit. Existing roads and trails shall be used whenever possible. Trail widths shall be kept to the minimum necessary. Trail surface may be cleared of stumps and snags. Due care shall be used to avoid excessive scarring or removal of vegetative ground cover.
 - b. Grantee shall take reasonable precautions to prevent and suppress forest, brush and grass fires within the Permit Area(s). Uncontrolled fires shall be immediately reported to the appropriate local authorities. The Grantor shall not be responsible for forest fire protection of the Grantee's activities.
 - c. Grantee shall conduct all helicopter-supported activities in such a manner as to cause the least disturbance of the land and of any wildlife within the Permit Area(s).
 - d. The Grantee will notify the Grantor when field operations are taking place and shall provide TLO staff with reasonable opportunities to observe the field operations.
 - e. The permittee's operation plan, as amended and accepted by the Trust Land Office, is hereby incorporated in its entirety as a special condition. All deviations from the operations plan must receive prior written approval by the Trust Land Office Executive Director.

Insert Operations Plan Here

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SCHEDULE 2
Uses and Purposes

1. APPROVED USES AND PURPOSES.

- a. During the term, hereof Permittee shall only use the Permit Area(s) for the following described uses and purposes:
- i. Commerical use activities directly associated with the Permittee's big game guiding business, in accordance with the approved plan of operations attached hereto and made a part hereof.

2. OPERATIONS.

- a. Grantee shall conduct all of its operations and activities under this Agreement in strict compliance with all provisions of federal, state and local law and in a manner consistent with the permitted uses.
- b. Grantee shall not operate any equipment on Trust land outside of the Property without prior written approval by the Grantor. Activities employing wheeled or tracked vehicles shall be conducted consistent with current state and federal regulations and in such manner as to minimize surface damage.
 - i. Destruction or removal of the vegetative mat is prohibited by any means except as approved in writing by the Grantor.
 - ii. The winter operation of ground contact vehicles for off-road travel must be limited to areas of ground frost or snow cover sufficient to ensure protection of the vegetative matter.
- c. All activities shall be conducted in a manner that will minimize disturbance of natural draining systems, that will not cause a change in character, pollution, or siltation of streams, lakes, ponds, water holes, seeps, and marshes, and that will not disturb fish and wildlife resources. Cuts, fills, or other activities causing any of the above disturbances, if not repaired immediately, are subject to any corrective action as may be required by the Grantor.
- d. All survey monuments, witness corners, and/or reference monuments shall be protected against damage, destruction, or obliteration. Any damaged or obliterated markers shall be reestablished at the Grantee's expense in accordance with accepted survey practices of the Division of Land and Grantor.
- e. Grantee shall not allow any lien to be filed against the lands subject to this Agreement by anyone supplying labor or materials for any improvements or by or for the benefit of Grantee.
- f. Grantee is responsible for ensuring that all employees, party members, aircraft pilots, and any other persons working for the Grantee and conducting activities allowed by this permit are familiar with and adhere to the conditions of this Permit.
- g. Grantee shall pay a minimum per client per hunt fee of the anticipated minimum number of hunting clients reports on Form A Sub-factor D(3).
- h. Construction of cabins or other permanent structures is prohibited.
- i. Grantee shall not transfer the permit.
- j. Grantee shall not sublet any part of the area. If subletting occurs, the Grantee is at risk of immediate revocation of the permit.

- k. If the Grantee's state registered guide-outfitter license is suspended during the term of the permit it will automatically result in the revocation of the permit.
- l. As soon as practicable, but in no case to exceed 30 days, the Grantee shall notify the Trust Resource Manager of any state or federal fish or wildlife related violations by the Grantee or persons employed by the Grantee as a guide or assistant guide (if known to the Grantee), who have been convicted, pled nolo contendere, forfeited collateral, or had a guiding license suspended or revoked. Notification is required for violations without regard to where they occurred.
- m. As soon as practicable, but in no case to exceed 30 days, the Grantee shall notify the Trust Resource Manager of any accidents or other safety related incidents associated with permitted activities on Trust lands. Reportable incidents include those that result in a death or physical injury requiring immediate medical attention beyond basic first aid, or that involve significant property damage or loss.
- n. If the Grantee successfully meets all Permit terms and conditions and has a satisfactory record of performance, the Trust Land Office may renew this permit for an additional five years without competition. After the renewed permit expires the TLO may not extend or renew it.

3. MAINTENANCE.

- a. The Grantee shall be responsible for all maintenance, repair, and reconstruction as required for access, use and activities under this Agreement. Holes, pits, and excavations shall be filled, plugged, or repaired or maintained so as to minimize erosion and siltation and shall be consistent with public safety and welfare.
- b. Throughout the term of this Agreement, Grantee shall, at Grantee's sole cost and expense, maintain the Property and all improvements (i) in good repair and in a safe clean and sanitary condition to the reasonable satisfaction of the Grantor without committing waste, ordinary wear and tear excepted, (ii) in accordance with all applicable laws, ordinances, orders and regulations of any governmental agency or body having or claiming jurisdiction over the Property, and (iii) in a manner which will not jeopardize coverage provided by any insurance company or companies insuring all or any part of the lands, rights and resources subject to this Agreement or improvements.
- c. Any structure, property or land harmed or damaged by Grantee during this Agreement shall be reconstructed, repaired, rehabilitated and restored as may be required by state and federal resource agencies and the Grantor, by Grantee as soon as practicable, so that the condition thereof, at the sole discretion of the Grantor, is at least equal to the condition thereof immediately prior to such damage or destruction. If it is commercially impractical to replace or repair such damage or destruction, and at Grantor's option, Grantee may instead pay Grantor the fair market value of the destroyed property, or an amount equal to the diminution in the fair market value of any such damaged property.

SCHEDULE 3
Performance Deposit Requirements

Prior to commencing operations, Grantee shall deposit with the Grantor \$X,XXX in the form of cash, certified check, irrevocable letter of credit, cashiers check, money order or a time certificate of deposit made payable and assignable to the Grantor.

The Grantor agrees to return the performance deposit when this permit terminates, and the Grantee has fully satisfied the terms of this Agreement. The Grantee agrees that the Grantor may keep all or part of the performance deposit in partial satisfaction of the Grantee's obligations under this Agreement if the Grantee has done so without prejudice to any other remedies the Grantor has for the Grantee's breach of contract.

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SCHEDULE 4
Insurance Requirements

Grantee shall have in place, at its sole expense, at all times during the term of the Agreement the following policies of insurance:

1. Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate where generally applicable including premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.
2. The TLO shall have the right, at its option, to pay any delinquent premium upon on any of Grantee's insurance policies if found necessary to prevent a cancellation, non-renewal or material alteration thereof; and Grantee shall within five (5) days, reimburse Grantor, therefore.
3. Grantor reserves the right to increase the required insurance coverage limits from time to time to reflect then current industry standards or to accommodate changed conditions or perceived risks.
4. The land transaction number "MHT XXXXXXX" will be displayed on the insurance certificate provided to the Grantor.