

OUNALASHKA CORPORATION LAND USE APPLICATION/PERMIT

Applicant: _____
 Spouse: _____
 Children under 18: _____
 Mailing Address: _____

 Telephone Number: _____

Applicant hereby applies for a permit to enter and use the following sites (Sites”) owned by the Ounalashka Corporation (“OC”):

Site: All lands, roads, and trails (excluding leased and developed properties)
 Durations: Date(s): Beginning: _____ Ending: _____
 Type: Annual: Seasonal: Weekly: Daily:
 Permitted Use: Recreational Use ONLY
 Vehicle(s): License Plate # _____
 License Plate # _____
 License Plate # _____

PERMIT

1. **Permit:** Applicant is hereby granted a limited non-exclusive use permit (“Permit”) to enter, occupy, and use the Site, only (a) on the date(s) and times, (b) for the uses and activities described above (“Permitted Use”). This permit may be revoked by OC at any time and for any reason without advance notice or liability to Applicant. Applicant shall obtain a copy of the approved Permit form OC and pay any required User Fee before entering the Site and commencing its Permitted Use. Applicant shall keep a copy of this Permit in Applicant’s possession at all times while occupying the Site and shall show it to OC personnel or the Unalaska Department of Public Safety personnel on demand.

2. **User Fee:** Applicant shall pay to OC, a non-refundable user fee (“User Fee”) of _____ Dollars (\$ _____) for the Permit. Applicant shall be entitled to a refund of the User Fee only in the event that this Permit is revoked or canceled by OC for reasons other than (a) a violation of Permit Terms and conditions by Applicant or, (b) a temporary closure of all or any part of the Site for Land management purposes.

3. **Prohibited Uses:** The following uses and activities are prohibited in, on or about the Site without the express prior written consent of OC, which may be withheld:
 - (a) discharging firearms, explosives or fireworks,
 - (b) use of off-road vehicles of any type, including but not limited to, dirt bikes, motorcycles, all terrain vehicles, dune buggies, snowmobiles, two and four wheel licensed vehicles, etc.,
 - (c) blocking or otherwise obstructing a public or private road or trail.
 - (d) Storing, discharging, releasing or spilling any petroleum product or other hazardous material,
 - (e) Building or making any type of fire, bonfire, or barbeque without an authorized burn permit from the City of Unalaska, which OC has (1) reviewed in advance and (2) attached a copy of this Permit,
 - (f) Parking of vehicles, other than along a permitted public right of way or in an OC designated parking area,
 - (g) Littering, waste nuisances or graffiti, and disturbing the natural contour of the land,
 - (h) Digging or destruction of vegetation,
 - (i) Commercial use of any kind,
 - (j) Accessing leased properties,
 - (k) Disturbing archaeological sites.

4. Compliance with Law. Applicant shall (a) conduct its activities in, on and about the Site in a safe, sanitary and quiet manner and (b) comply with all local, state, and federal laws, statutes, ordinances, rules and regulations now or hereafter applicable to the Site and/or applicant's occupancy and use of the Site pursuant to this Permit.
5. Conditions of Site. Applicant accepts the Site "as is" and "with all defects and faults" and uses the Site at its sole risk. OC shall not be liable to Applicant or any third party using the Site for any (a) personal injury, death or property damage, occurring in, on or about the Site, or (b) items of personal property left on the Site. Applicant shall return this Site to OC in a good, clean, sanitary and neat condition. Applicant shall be responsible for removing all refuse, garbage, trash and litter from the Site and disposing of it in a lawful manner.
6. Indemnity. Applicant shall defend and indemnify OC, its affiliates, and their respective officers, agents, employees, shareholders, directors, representatives and attorneys (each an "Indemnitee") from and against any and all demands, claims, causes or action suits, arbitrations, proceedings, litigation, damages, losses, injuries, deaths, liabilities, judgments, awards, penalties, debts, interest, costs and fees including reasonable actual legal costs and attorneys fees (each a "Claim") which in any way arise out of, result from, are based upon or are connected with any alleged or actual acts, errors, omissions, or conduct of Applicant, any of Applicant's affiliates, or any directors, officers, shareholder, agents, contractors, customers, invitees, licensees, employees, representative or attorneys of any such person which occurs in, on or about the Site (each an "Occurrence"), to the extent that such Occurrence was not legally caused solely by the active negligence or willful misconduct of such Indemnitee. Such defense by Applicant shall be at Applicant's expense, regardless or whether such Claim is fraudulent or otherwise without merit. All such defense and indemnity obligations shall survive the revocation or cancellation of this Permit.
7. Applicable Law. This Agreement and the respective rights and obligations of the parties hereto shall be construed as land use permit under the laws of the State of Alaska.

APPLICANT

DATED: _____

Signature

Printed Name

**OUNALASHKA CORPORATION, an
Alaska Corporation**

DATED: _____

Signature

Printed Name

It's _____