

EKLUTNA, INC LAND PERMIT (Corporate/Government)
TERMS OF USE AGREEMENT

If the Land Use Permit ("Permit") is approved by Eklutna, Inc. ("Eklutna"), access and use of lands owned by Eklutna ("Permit Area") by the undersigned entity ("Permittee"), its employees, contractors, agents, owners, directors, and anyone accessing the Permit Area by and through Permittee (all collectively, the "Permittee Users"), is subject to strict adherence to the below terms and conditions. By issuing the Permit, Eklutna is relying on the representation of the person signing this Permit that they are authorized to bind the Permittee.

Failure to comply with the below will result in immediate termination of the Permit. Permittee is liable to Eklutna for the actions and omissions of all Permit Users and is responsible for ensuring that all Permit Users comply with this the terms and conditions.

Permittee agrees to comply with the following terms and conditions:

- a. The Permit is issued for the period and purpose specified, is non-transferrable, and is revocable for any reason in Eklutna's sole discretion. Eklutna will attempt to notify Permittee of the revocation, but it is Permittee's obligation to provide accurate contact information.
- b. Eklutna may restrict the Permit activities to specified portion of the Permit Area in its sole discretion. Permittee may not enter any Eklutna lands posted as access restricted or not allowed.
- c. Permittee shall not be impaired by alcohol or drugs while on the Permit Area.
- d. Permittee shall not cause a nuisance and shall comply with all applicable federal, state and local laws and regulations.
- e. Permittee shall take all reasonable precautions to prevent fires and pollution on or near the Permit Area. Permittee will report fires, waste, and suspicious activities immediately to 911, Alaska Interagency Dispatch (800-237-3633), and Eklutna (907-696-2828).
- f. Permittee shall not disturb, cut, remove or displace any materials within the Permit Area, except if expressly permitted within the scope of their individual Permit.
- g. If requested, I shall respond promptly, in writing and with substantive responses to requests from Eklutna regarding my activities under the Permit.
- h. All indemnification, defense, insurance, waiver, and liability provisions associated with the Permit shall survive termination and expiration of the Permit.

- i. Permittee is responsible for the cost of repair if the actions or omissions of Permittee damage the Permit Area, including but not limited to the surface, subsurface, structures, improvements, trees, and other vegetation.
- j. Permittee shall take reasonable care and be respectful of the Permit Area land, private property, cabins and ruins remain treated with care and respect.
- k. Permittee shall keep all animals leashed or otherwise under Permittee's control in the Permit Area.
- l. Permittee is responsible for coordinating access to the Permit Area, including but not limited to with adjacent land owners, and is solely responsible for knowing the Permit Area boundaries.
- m. Permittee will not use fireworks, firearms, live rounds, blank rounds or animal-training pistols on the Permit Area.
- n. Hunting, trapping, and fishing on the Permit Area is strictly prohibited.**
- o. Motorized use and cutting of standing trees is prohibited unless written permission is provided by Eklutna.**
- p. The Permit does not convey any interest in land or any exclusive right to use the land. Eklutna reserves the right to allow others to enter and use its land.
- q. Permittee will not leave trash, spilled fuel, or litter in or adjacent to the Permit Area. Permittee will remove trash if discovered by Permittee in the Permit Area.
- r. Permittee will maintain at all times during the term of this Permit: (1) general liability insurance in such amounts as Eklutna may reasonably require, which insurance shall name Eklutna as an additional insured; and (2) worker's compensation insurance, to the extent required by law.
- s. Permittee will park in a manner designed to cause the least possible damage to the Permit Area.
- t. Permittee shall indemnify, defend, and hold Eklutna, its owners, directors, employees, contractors, agents, volunteers, insureds, and all other persons or entities acting on its behalf, harmless from and against any and all liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with the Permit and the actions or omissions of the Permittee Users in or around the Permit Area.
- u. Permittee agrees to sign the attached waiver and release of claims relating to the Permit.

- v. Permittee shall provide a copy to Eklutna within five (5) business days of receipt, of any reports or investigations obtained relating to the Permit Area, including but not limited to geotechnical investigations, reports, logs, and laboratory analyses.

Permittee is liable to Eklutna for all damage, injury or expense incurred by Eklutna in any way arising from or connected with any breach of the terms of this Permit.

Signature of Permittee

Date

By: _____

Its: _____