



2010 Personal Use Firewood Permit

For Removal of Spruce Bark Beetle Killed Trees

KPB 17.50.030

Permittee Contact Information:

(Please PRINT)

Last Name

First Name

Mailing Address & Town

ZIP Code

Phone Number

E-Mail Address

The Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska, 99669-7599 (hereinafter called "KPB"), hereby permits the abovementioned individual (hereinafter called "Permittee") to participate in the **2010** Personal Use Firewood Program as outlined by the guidelines listed below.

Non-compliance of these guidelines is grounds for forfeiture of this and any future KPB Firewood Permits.

Permit Guidelines:

- Personal use firewood limited to a maximum of fifteen (15) cords of wood per household per calendar year.
- Applies only to **previously cut and stacked wood**: No felling of trees allowed. All firewood on parcel has been cut and decked for public removal. Only remove and haul firewood from decked logs.
- Use of this permit and firewood collected with it are for **personal use only**.

Permit Terms:

This Permit is valid from January 1, 2010 through December 31, 2010 and may not be extended in time nor in quantity. **This permit applies only to designated Personal Use Firewood Gathering Areas.**

IN WITNESS WHEREOF, the parties hereto have set their hands the day stated in the acknowledgements below.

KENAI PENINSULA BOROUGH:

PERMITTEE:

Max J. Best, Planning Director

Signed Name

Dated: _____

Dated: _____

****THIS PERMIT MUST BE DISPLAYED ON VEHICLE DASHBOARD WHILE COLLECTING FIREWOOD****

Date: _____	# Cords Removed: _____
_____	_____
_____	_____
_____	_____

Please record your firewood removal

PERMITTEE COPY

This permit is valid and should be retained for the entire 2010 calendar year.

<i>Office Use Only</i>		Initialed: _____	
Permit # _____	Mail _____	Pick-Up _____	Phone _____

1. TRANSFER:

This Permit may not be transferred or assigned without prior written approval of KPB.

2. PERMIT:

Violation of Permit conditions, or the conduct of activities not authorized, will result in Permit cancellation and may result in a claim for damages by KPB and/or other civil or criminal penalties as applicable under law. KPB may direct that all activity under this Permit cease until a violation of the Permit condition is corrected. KPB will deem continued activity after notice to cease a trespass. PERMITTEE controls PERMITTEE's activities on the property and retains sole responsibility for ensuring that activities are conducted in a safe manner. The PERMITTEE shall comply with all federal, state, and local requirements for its activities and shall obtain all necessary permits as may be required.

PERMITTEE understands that this permit does not grant any reservation rights or rights of exclusive use, and that resources are available on a first-come, first-served basis, unless otherwise allowed by special stipulation. KPB reserves the right to allow other concurrent, compatible uses or to exclude other uses of KPB land in the Permitted area. Should circumstances warrant, this Permit may be modified or suspended, in writing by KPB to protect resources, health, safety, and the environment.

3. DEFENSE AND INDEMNIFICATION:

The PERMITTEE shall indemnify, defend, save and hold the borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from PERMITTEE's performance or failure to perform in accord with the terms of this Permit in any way whatsoever. The PERMITTEE shall be responsible under this clause for any and all claims of any character resulting from PERMITTEE or PERMITTEE's officers, agents, employees, partners, attorneys, suppliers, and subcontractors performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, PERMITTEE shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

4. LOCATION:

The PERMITTEE shall be responsible for locating themselves within the boundaries of the referenced material site.

5. CULTURAL RESOURCES:

The PERMITTEE shall not disturb historic or prehistoric resources. Should previously undiscovered artifacts or areas of historic, prehistoric, or archaeological importance be discovered, the site shall be protected from further disturbance and the PERMITTEE shall immediately cease activities and contact KPB.

6. HAZARDOUS MATERIAL:

The PERMITTEE shall not cause or permit any hazardous material or hazardous waste to be brought upon, kept, or used in or about the premises.

7. SUITABILITY:

KPB does not represent or guarantee the safety, suitability, or condition of the PROPERTY for any purpose whatsoever. PERMITTEE has inspected the property and understands that performance of the ACTIVITIES may result in serious injuries or even death, and agrees that he/she knowingly and voluntarily releases the borough from any and all liability whatsoever for any damages sustained by PERMITTEE, or persons acting on its behalf, relating to use of the premises or ACTIVITIES performed pursuant to this Permit.

Kenai Peninsula Borough
Spruce Bark Beetle Mitigation Program
253 Wilson Lane, Soldotna, AK 99669
(907) 714-2430