

in a commercial ski tour away from a heliport. NOTE: The borough has an agreement on file and will only require a new copy if there have been any revisions.

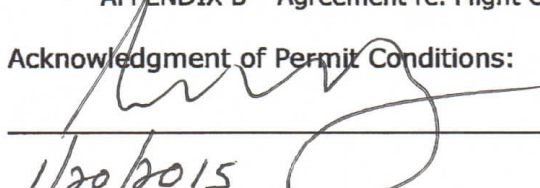
11. **COMPLIANCE.** A permittee is responsible for complying with all municipal, state, and federal ordinances, statutes, and regulations applicable to the permittee's activities.
12. **INSURANCE.** A permittee is required to maintain a minimum of \$500,000 of current commercial general liability insurance naming the borough as additional insured. The policy shall not contain any self-insured retention or deductible in excess of \$1,000 and shall include a provision requiring written notification to be given to the borough by the insurance company not less than 30 days before the policy is canceled, modified, or terminated for any reason. Worker's compensation insurance is also required, where applicable by law.
13. **LIABILITY.** A permittee shall reimburse the borough for any damage to municipal property caused by the permittee or any of the permittee's employees, agents, representatives, contractors, or customers during the course of the permittee's activities under the permit.
14. **INDEMNIFICATION.** Acceptance of a permit by the permittee shall constitute an agreement and acknowledgment by such permittee that the permittee shall indemnify and hold the borough and its elected and appointed officers and employees harmless from and against any and all loss, damage, or expense for any injury to or death of any person or persons or for damage to property, resulting from or arising out of any act or omission of such permittee or of any of the permittee's employees, agents, representatives, or customers. The borough and its elected and appointed officers and employees make no representations concerning and assume no responsibility for or regarding any goods or activities sold by any permittee or by any of permittee's employees, agents, representatives, or contractors.
15. **TRANSFERABILITY.** This permit, and any rights or privileges thereunder, may be assigned or transferred by the permittee, together with any right of renewal; provided, that such transfer includes the permittee's entire business interest in activities conducted under the permit. The permittee's business interest includes all assets used in the business conducted under the permit. The person to whom the permit was transferred shall be subject to permit renewal requirements. A transferred permit shall not be valid, and the new permittee may not conduct any activities under the permit, until the permit has been reissued by the clerk after the clerk is satisfied that the new permittee will comply with all conditions in the permit and the applicable provisions of this title. The permit may not be leased or rented to, nor may a permittee allow the permit to be used by, any person who is not an employee or contracted agent of the permittee.
16. **FRAUD.** Unfair competitive practices are strictly prohibited. A permittee who commits any act of fraud, misrepresentation, or cheating that would constitute an unlawful act or practice under AS 45.50.471, either through the permittee's own act or through the acts of the permittee's employee, agent, or representative, in relation to an activity authorized under the permit shall, upon conviction, be punished as provided in HBC 5.04.140.
17. **REVOCATION OR SUSPENSION OR REDUCTION IN SKIER DAY ALLOCATION.** This permit may be revoked or suspended or the skier day allocation reduced for the reasons identified in HBC 5.04.120 and in accordance with the procedures set forth in HBC 5.04.120.

The following is attached to and related to this permit:

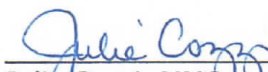
APPENDIX A - SEABA's 2015 permit application documents.

APPENDIX B - Agreement re. Flight Operations and Practices of Commercial Ski Tours.

Acknowledgment of Permit Conditions:



1/20/2015
Date Signed



Julie Cozzi, MMC
Borough Clerk

1/16/15

Date Permit Issued