



CBJ DOCKS & HARBORS 2023 WATERFRONT SALES PERMIT RE-ISSUANCE APPLICATION

I. General Information: Use this form to exercise the reissuance option of a waterfront sales permit. To exercise a reissuance option, you must complete and submit this permit application form to the Port Director and meet the eligibility requirements listed below. **This form and the permit fee will need to be submitted by Tuesday, January 31st 2023, before 4:30pm.** Persons obtaining a permit must comply with certain permit conditions when operating at the facility.

II. Permit Requirements: To be eligible to receive a waterfront sales permit, an applicant must:

- (1) In accordance with 05 CBJAC 10.030 (f) (1) (a), Hold a current Alaska business license;
- (2) In accordance with 05 CBJAC 10.030 (f) (1) (b), Maintain a place of business under the name on the Alaska business license within the boundaries of the City and Borough of Juneau, Alaska;
- (3) In accordance with 05 CBJAC 10.030 (f) (2), Maintain a year round place of business and mailing address in the City and Borough of Juneau, Alaska and must designate a single individual by physical address, mailing address and phone number in Juneau upon whom services of notices and legal proceedings may be made;
- (4) In accordance with 05 CBJAC 10.030 (f) (3), Not have an ownership interest in more than one permit, meaning the permit holder shall not pay for the operation of another permit holder's sales booth, direct or manage the activities of another permit holder's sales booth, or in any way financially contribute to the purchase of more than one permit.
- (5) In accordance with 05 CBJAC 10.030 (f) (3), A permit holder who operates tours may have its tours sold by another permit holder, provided the permit holder operating the tour does not direct the activities of the other permit holder's sales booth or obtain any financial benefit from the other permit holder's sales booth other than that provided by the sale of the tour;
- (5) In accordance with 05 CBJAC 10.030 (f) (4), Actively sell during the tour season meaning the permit holder either derives a significant portion of its income from the sales made through the permit or that the permit holder is making substantial use of the permit; and
- (6) In accordance with 05 CBJAC 10.020 (c), Not be delinquent in the payment of fines, taxes, judgments, or other monies owed to the City and Borough.
- (7) In accordance with 05 CBJAC 10.040 (c) (3), The permit holder shall not sell, or permit to be sold, tours on any vouchers or receipts other than their own.
- (8) In accordance with 05 CBJAC 10.070 (a) Permittees are responsible for complying with all state, federal, and local laws applicable to their activities. Applicants are hereby noticed that Violations of Alaska Consumer Protection Act AS 45.50.471 - AS 45.50.561 and specifically Section 45.50.471. - Alaska Unfair Trade Practices and Consumer Protection Act, apply to the permitting process. Applicants are also reminded of Alaska Statute 45.50.562 - .596 making it unlawful to restrain trade or commerce by fixing, controlling or maintaining prices, allocating or dividing customers or markets or refusing to deal or inducing third parties to deal with another person. Violators will be subject to

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2023 WATERFRONT SALES PERMIT
REISSUANCE APPLICATION

administrative and criminal fines to the maximum extent allowed by law, including the revocation of CBJ business and other CBJ licenses.

(9) In accordance with 05 CBJAC 10.70 (h) Prior to issuance of a permit, the prospective permittee must provide the department with a broker's certificate of insurance and the policy endorsement showing that the permittee has obtained at least \$500,000.00 of public liability insurance. The policy endorsement must establish that the City and Borough is named as an additional insured on such policy, and the permittee shall notify the City and Borough if the policy is modified, canceled, or terminated.

(10) Permittees, upon acceptance of this permit, shall execute an instrument under the terms of which the permittee shall agree to indemnify, defend, and hold harmless the City and Borough of Juneau from any and all claims for injury or damage to persons or property suffered in connection with the permittee's activities unless such injury or damage is caused by the gross negligence of the City and Borough.

III. Permittee Information (1-10 below must be completed in full)

(1) Legal Business Name: _____

(2) Owner(s): _____

(3) Business Mailing Address: _____

(4) Business Physical Address: _____

(5) Business Phone number: _____

(6) Name of Designated Contact: _____

(7) Designated Contact Person Mailing Address: _____

(8) Designated Contact Person Physical Address: _____

(9) Designated Contact Person Telephone Numbers:

(Home) _____ (Fax) _____ (Cell) _____

(10) E-mail address: _____

