

City and Borough of Juneau
Personal Use Firewood Harvesting Permit for Trees on the Pioneer Road, Douglas Alaska

THIS AGREEMENT is entered into this ____ day of _____, 202__, by and between the City and Borough of Juneau, Alaska (hereafter “CBJ,” or “Grantor”), a municipal corporation whose address is 155 S. Seward Street, Juneau, Alaska 99801, and _____
(print Permittee name).

Whose address is:

(hereafter “Permittee”).

Authority. This Permit is entered into pursuant to the authority of the City and Borough of Juneau Tree Policy, **Administrative Policy No. 14-03.**

Term. This Permit is effective upon signature by the Lands Manager and will remain in effect for one-week. Permit will expire at 11:59 PM on the 7th calendar day following the Land Manager’s signature. Harvest under this permit may only occur during daylight hours.

Fee. The permittee will pay a \$100.00 refundable deposit (check or cash). The deposit will be returned once the Pioneer Road gate key has been returned and CBJ has verified that Permittee has left the site undamaged. CBJ reserves the right to charge a fee for firewood at the discretion of the Lands Manager.

Permit Terms and Conditions:

1. Harvest will be for personal use firewood only and the wood may not be sold, bartered, or used for commercial purposes. Commercial use or sale of dead or down trees is strictly prohibited, unless the Lands Manager has given specific written authorization.
2. Harvest will be only dead and downed trees from logs decked in the first or second quarry along the edge of Pioneer Road. No live trees shall be taken and standing timber may not be harvested on the side of Pioneer Road due to safety risks. Permittee is responsible for ensuring they are in the permitted harvest area and harvesting only trees specified under this permit.
3. Permittee is limited to three (3) cords of firewood, unless the Lands Manager has authorized additional cords with specific written permission. The Lands Manager has full discretion to determine the amount of firewood or species that can be harvested for personal use in a designated area.
4. Permittee will clear site after harvest and may not leave any debris associated with the harvesting on the property or roadways or in any drainage area, waterway, or ditch.
5. Permittee acknowledges and understands that Pioneer Road is closed to unauthorized vehicles. The Permittee must close and lock all gates at all times when not actively passing through the gates. Failure to secure the gate may result in Permittee losing harvesting privileges and may result in Permittee being liable for associated damages that results to the property from unauthorized access. To use the gate with two or more locks, daisy chain the locks in line with each other so that opening any one lock will still allow access. A key to Pioneer Road will be checked out to Permittee with this signed agreement.
6. Permittee acknowledges and understands that Pioneer Road is not a regularly maintained road in CBJ and agrees that driving a motorized vehicle on the road is at Permittee’s sole risk. Permittee will not operate a motorized vehicle over 20 mph on Pioneer Road and will exercise due care around other authorized road users (including bikes, pedestrians, other vehicles, skiers, etc.). Permittee may use motorized vehicles only on Pioneer Road while harvesting under this permit, except with permission of CBJ officials. Permittee must be considerate of all rules, policies, observe all posted signs, access the grounds at times/dates specified, and be respectful of the surrounding property and fixtures.

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7. Permittee is responsible for wearing appropriate clothing and personal protective equipment suitable for firewood cutting. Permittee is further responsible for having a first aid kit available at the work site in case of an emergency.
8. Permittee is responsible for power tools used in the harvest and must ensure the tools, including chain saws, are only used by fully trained individuals who are 18 years of age or older.
9. **Hold Harmless/Indemnification.** Permittee agrees to defend, indemnify, and hold harmless CBJ, its officers, agents, employees and insurers, with respect to any action, claim, or lawsuit arising out of Permittee's activities, conduct or operations in the designated areas, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the CBJ relating to this Use Permit. The obligations of Permittee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The CBJ shall notify Permittee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Permittee's obligations and may be waived where Permittee has actual notice.
10. **Acknowledgement of Rules and Liability Waiver.** Permittee and any other member of the public performing work under this permit on CBJ land acknowledges the rules for this permit and agrees to sign this liability waiver for such work.
11. **Modifications.** No changes to the trees and/or areas for harvest of trees will be made unless first approved by the Lands Manager.
12. **Revocability.** This Permit is revocable at the sole discretion of the Lands Manager. CBJ shall not be liable to Permittee or any other person for any costs, losses, or damages arising out of the revocation.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS WAIVER AND PERMIT AND UNDERSTAND ALL OF THE RULES. I AGREE TO BE BOUND BY THESE TERMS.

This certificate includes a gate key check out, with a \$100.00 check deposit, refundable upon return of the key. Please keep a copy of the signed permit with you while harvesting firewood. You are permitted to cut firewood from the Douglas Pioneer Road on the following dates:

_____ To _____. Permit will expire at 11:59 PM on the last day.

Signature of Permitted Party

Date: _____

Permitted Party's Printed Name

PHONE NUMBER

APPROVED:

CBJ LANDS MANAGER