The Fairbanks North Star Borough hereby grants a personal license to the above named licensee to enter upon the property described above and remove:

Up to ______ cords of trees as described above within the flagged and designated unit.

GENERAL REQUIREMENTS

1. This License is issued pursuant to the authority contained in Section 20.16.040 of the Fairbanks North Star Borough Code of Ordinances. This license conveys no interest in Borough land.
2. This license is revocable immediately by the Borough, with or without cause. The Borough reserves the right to inspect the premises at any time.
3. The materials to be removed are to be used by the licensee for his/her own personal use and none of these materials are to be bartered or sold. Removal of materials may begin only upon receipt of an approved copy of this license.
4. The Licensee must have this license in his or her possession while obtaining and transporting the material authorized by this license. This license is non-transferable.
5. Licensee shall remove all brush, branches, and debris from roads and drainage ditches before leaving the cutting area. Stumps will be left no more than 12 inches high. Anything cut 5 inches or larger in diameter will be removed by the permittee. The cutting area shall be left in an orderly condition conducive to the operations of others in the cutting area.
6. The use of heavy equipment including but not limited to: skidders, log trucks, back hoes, dozers, front end loaders or excavators is prohibited.
7. Firewood cutting areas are delineated with flagging and signs. Any tree may be removed within the flagged area. No cutting is allowed outside the delineated/flagged area. Do not leave trees partially cut.
8. The licensee shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, the Licensee’s performance or non-performance of its duties under this license. This duty to defend, indemnify, and hold harmless shall include the Licensee’s responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough’s sole negligence or its willful misconduct. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed. “Licensee” and “Borough” as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.
9. The Licensee will keep roads/trails clear of trees, brush, vehicles or personal property. All slash created during these operation will be cleared from the road, ditches and open areas adjacent to the road.