

EXHIBIT D
ARKANSAS HEADWATERS RECREATION AREA
SPECIAL ACTIVITY PERMIT
IMAGING

PURPOSE OF EXHIBIT: To authorize **Company Legal** operating as **Company dba** to conduct the following activities for **2022** within the AHRA:

- Stationary Imaging with the use of a watercraft under the auspices of an existing AHRA Boating Permittee
- Moving Imaging with the use of a watercraft under the auspices of an existing AHRA Boating Permittee
- Land-Based Stationary Imaging
- Land-Based Moving Imaging
- Retail Imaging Sales

DEFINITIONS:

“Stationary Imaging with the use of a watercraft” shall be defined as using an authorized boat for the purpose of capturing images from specific identified location(s).

“Moving Imaging with the use of a watercraft” shall be defined as using an authorized boat for the purpose of capturing images from specific identified location(s) while moving with the pod being filmed from put-in to take-out.

“Land-Based Stationary Imaging” shall be defined as capturing images from specific identified location(s).

“Land-Based Moving Imaging” shall be defined as capturing images from specific identified location(s) while moving with the pod being filmed from put-in to take-out.

“Retail Imaging Sales” shall be defined as any entity, person, group or organization that makes or attempts to make a profit, receive money, or obtain goods or services by selling images of recreational activities and/or natural resources occurring or existing on lands or waters within the AHRA.

Authorized activities include the capturing of images of recreational activities and/or natural resources occurring or existing on lands or waters within the AHRA, and the solicitation thereof for business or financial gain as detailed in the AHRA Operating and Safety Plan, pursuant to the provisions of the Arkansas Headwaters Recreation Area Management Plan (AHRA-MP) and the following Conditions:

CONDITIONS:

1. AHRA Special Activity Permit Application

Any person or business entity conducting any of the activities authorized above shall meet the following requirement(s):

- a. The Imaging Permittee shall submit to the State signed Solicitation Agreements (letter) from authorized representatives of all Boating Permittees prior to personally soliciting business from any of their clients or staff while these clients or staff are within the AHRA.

- b. The Imaging Permittee who performs wholesale services shall submit to the State a compensation report from each imaging sales retailer on all monetary gain or other compensation received for providing an imaging product or service that results in a retail sale to the participants. The total monetary gain or other compensation received from this wholesale service is not to be included in the Imaging Permittees' Total Gross Receipts.
- c. The Imaging Permittee shall submit to the State signed Exclusive Imaging Agreements (letter) from authorized representatives of all Boating Permittees specifying that exclusive imaging rights of the signatory Boating Permittee(s) have been granted to the Imaging Permittee.
- d. Imaging boaters must submit signed agreement(s) to the State from each AHRA Boating Permittee(s) they will be working under. Imaging boaters must comply with all Special Activity Permit requirements of the Boating Permittee.
- e. If specifically requested by the State, submit a completed Imaging Site Selection Request form if applying for a Stationary Imaging Agreement. Imaging Permittees must identify desired imaging site locations. Note that this is only a request form and the Permittee may not be approved for imaging at all requested locations. This form shall be submitted as a supplement to the AHRA Operating and Safety Plan. Approval from the State will be made via the AHRA Authorized Imaging Site Selection document. This document will be available online at <https://ahraoutfitters.org/>.
- f. The assignment of all imaging site locations (including, but not limited to Zoom Flume, Five Points and Sunshine Falls) will be determined by the current Permittee's Agreement status, historical use and the Permittee's Operating Plan.

2. Solicitation Agreements

- a. The Imaging Permittee shall submit to the State signed Solicitation Agreements (letter) from authorized representatives of all Boating Permittees prior to personally soliciting business from any of their clients or staff while these clients or staff are within the AHRA.
- b. The Imaging Permittee shall submit to the State signed Exclusive Imaging Agreements (letter) from authorized representatives of all Boating Permittees specifying that exclusive imaging rights of the signatory Boating Permittee(s) have been granted to the Imaging Permittee.
- c. Solicitations by Imaging Permittees without signed Solicitation Agreements may result in Permit probation, suspension or revocation. Solicitation Agreements are valid for one season; yearly renewal is mandatory prior to any solicitation.
- d. The capturing of images within the AHRA of the clients or staff of a Boating Permittee holding an Exclusive Imaging Agreement with another Imaging Permittee is prohibited and may result in Permit probation, suspension or revocation.
- e. Either the Boating Permittee or the Imaging Permittee may cancel Solicitation Agreement(s) and/or Exclusive Imaging Agreement(s) at any time upon notification to the other party and the State.
- f. AHRA will notify Imaging Permittees by e-mail informing them of all Imaging Permittees holding either a Solicitation Agreement(s) or an Exclusive Imaging Agreement(s) with Boating Permittees.

3. Imaging Use Requirements

- a. This Permit does not authorize the Permittee to advertise, solicit business, collect any fees or sell any goods or services on lands or waters within the AHRA without authorization from the State. Approval from the State will be made via e-mail notification.

- b. Imaging Permittees will be limited to the locations authorized in the AHRA Authorized Imaging Site Selection document. Any exceptions to this Condition must be requested in writing. Approval from the State will be made via e-mail notification.
- c. Scouting for imaging locations on the riverbank must be done below the high-water line.
- d. Imaging boaters must have an appropriate level of experience and knowledge for the section of river they will be serving as an imaging boater.
- e. AHRA reserves the right to review any and all commercial and private boat images taken by an AHRA Imaging Permittee upon request.
- f. All images of fatalities must be turned into the State. The State will then release these images back to the Permittee when and if appropriate.
- g. Imaging boaters will not request commercial boating trips to spread-out to allow time to set up imaging equipment. Imaging boaters will not request that Guides stage their boats in a way, which would impede other boating traffic.
- h. Imaging boats must be identified in accordance with Condition 8 Vessel Identification / Boat Marking located in the Boating Exhibit C (page 11).

4. Site Conflict Resolution

- a. Should specific sites of commercial operations become overcrowded, the State will identify and designate allowable use at these sites in order to reduce conflicts, promote safety and protect the resource.
- b. Imaging boaters will only occupy a Moving-Imaging slot as long as necessary to capture images of their pod.

5. No Use / Declaration of Non-Use

- a. No Use shall be defined as a Permittee with an Imaging Permit who records zero dollars (\$0.00) in Gross Income during the term of the Permit.
- b. Declaration of Non-Use
 - 1) A Declaration of Non-Use must be submitted in writing and received by March 1st. A Permittee may petition the AHRA Park Manager for discretionary approval for a Declaration of Non-Use in the event of an unforeseen emergency after the March 1st deadline.
 - 2) All Imaging Permittees requesting a declaration of non-use must pay the \$250.00 Application Fee by April 1st.
 - 3) All Imaging Permittees declaring a season of non-use will receive historic credit for all assigned imaging site locations in all Sections and may be able to resume operations at those sites the following year.
 - 4) The AHRA Park Manager will decide within 10 business days whether to grant or deny the Declaration of Non-Use and will notify the Permittee of his decision by March 15th.
 - 5) All assigned imaging site locations belonging to the Permittee making a Declaration of Non-Use will be made available to other Imaging Permittees operating during that season for that season only.

- 6) The temporary (one season) use of the site will be assigned to the Imaging Permittee with the next level of historic use at the site. If no other imaging Permittees have acquired historic use, the site will be assigned through AHRA management with consideration given to historic precedence and services offered to the public.
 - 7) A Permittee's Permit will be revoked if that Permittee operates commercially within the AHRA after declaring a season of non-use.
- c. A Permittee may have either one (1) no use season or a Declaration of Non-Use Season once every five (5) years.
 - d. Any combination of no use or a Declaration of Non-Use twice in a five-year period will result in Permit revocation.
 - e. A Permittee who has previously had either a No Use season or a Declaration of Non-Use in a five-year period may petition the AHRA Park Manager for discretionary approval for a second Declaration of Non-Use in the event of an unforeseen emergency.