

EXHIBIT E
ARKANSAS HEADWATERS RECREATION AREA
SPECIAL USE AGREEMENT
IMAGING

PURPOSE OF EXHIBIT: To authorize **Company Legal** operating as **Company dba** the following activities for **2019** within the AHRA:

- Stationary Imaging with the use of a watercraft under the auspices of an existing AHRA Boating Holder
- Moving Imaging with the use of a watercraft under the auspices of an existing AHRA Boating Holder
- 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 Use Agreement Application

As an addendum to Condition 1 of the Special Use Agreement, any person or business entity conducting any of the authorized commercial operations listed above shall meet the following requirement(s):

- a. The Imaging Holder shall submit to Colorado Parks and Wildlife (CPW) signed Solicitation Agreements (letter) from authorized representatives of all Boating Holders prior to personally soliciting business from any of their clients or staff while these clients or staff are within the AHRA.

- b. The Imaging Holder who performs wholesale services shall submit to CPW 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 Holders' Total Gross Receipts.
- c. The Imaging Holder shall submit to CPW signed Exclusive Imaging Agreements (letter) from authorized representatives of all Boating Holders specifying that exclusive imaging rights of the signatory Boating Holder(s) have been granted to the Imaging Holder.
- d. Imaging boaters must submit signed agreement(s) to AHRA from each AHRA Boating Holder(s) they will be working under. Imaging boaters must comply with all Special Use Agreement requirements of the Boating Holder.
- e. If specifically requested by AHRA, submit a completed Imaging Site Selection Request form if applying for a Stationary Imaging Agreement. Imaging Holders must identify desired imaging site locations. Note that this is only a request form and the Holder 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 CPW 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 Holder's Agreement status, historical use and the Holder's Operating Plan.

2. Solicitation Agreements

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

3. Imaging Use Requirements

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

- b. In all Sections an allocated (not borrowed) raft may be interchanged for a kayak for the purpose of Image Kayaking. An Imaging Kayak must put-in and take-out with the pod being filmed. A blue waterproof identification tag (minimum size - 1 inch wide by 5 inches long) attached to the front and rear grab loops will identify Imaging Boats. No clients may ride in an Imaging Boat.
- c. Imaging Holders 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 CPW will be made via e-mail notification.
- d. Scouting for imaging locations on the riverbank must be done below the high-water line.
- e. Imaging boaters must have an appropriate level of experience and knowledge for the section of river they will be serving as an imaging boater.
- f. AHRA reserves the right to review any and all commercial and private boat images taken by an AHRA Imaging Holder upon request.
- g. All images of fatalities must be turned into AHRA. AHRA will then release these images back to the Holder when and if appropriate.
- h. 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.
- i. Imaging boats must be identified in accordance with Condition 8 Vessel Identification / Boat Marking located in the Boating Exhibit D (page 10).

4. Site Conflict Resolution

- a. Should specific sites of commercial operations become overcrowded, CPW 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 Holder with an Imaging Agreement who records zero dollars (\$0.00) in Gross Income during the term of the Agreement.
- b. Declaration of Non-Use
 - 1) A Declaration of Non-Use must be submitted in writing and received by March 1st. A Holder 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 Holders declaring a season of non-use must pay \$250.00 [(current Minimum Preseason Fee (Application Fee))] by April 1st.
 - 3) All Imaging Holders 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 Declaration of Non-Use is non-rescindable and considered approved unless denied by the AHRA Park Manager.

- 5) The AHRA Park Manager will decide within 10 business days whether to deny the Declaration of Non-Use.
 - 6) If denied, written notice will be given to the Holder making the Declaration of Non-Use by March 15th.
 - 7) All assigned imaging site locations belonging to the Holder making a Declaration of Non-Use will be made available to other Imaging Holders operating during that season for that season only.
 - 8) The temporary (one season) use of the site will be assigned to the Imaging Holder with the next level of historic use at the site. If no other imaging Holders have acquired historic use, the site will be assigned through AHRA management with consideration given to historic precedence and services offered to the public.
 - 9) A Holder's Agreement will be revoked if that Holder operates commercially within the AHRA after declaring a season of non-use.
- c. A Holder 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 Agreement revocation.
 - e. A Holder 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.