

Name: _____

Bristol Bay Economic Development Corporation

P.O. Box 1464 Dillingham, AK 99576

Phone: 842-6407 or 1-866-796-6407 ~ Fax 842-4336 or 1-888-325-4336

2010 BBEDC AREA 4E HALIBUT CDQ PERMIT APPLICATION

APPLICANT INFORMATION & HARVEST AGREEMENT

INSTRUCTIONS

1. Fill out **Part A, Applicant Information** completely.
2. Carefully read **Part B, Harvest Agreement**. This Agreement binds you to the conditions established by the Federal and State governments for participation in the CDQ halibut fishery. It also binds you to abide by any additional rules that BBEDC has established as the responsible manager for the Bristol Bay Area 4E Halibut CDQ Fishery. If you have any questions please call BBEDC in Dillingham at (866) 796-6407 or locally at 842-6407. When you fully understand the Agreement, sign and date it at the bottom, where indicated.
3. Next you must complete the **BBEDC Residency Form**. This is to certify you are a resident of one of the 17 participating BBEDC member villages. Be sure to have an authorized village representative fill out and sign the bottom portion of the form. Also, be sure to include copies of the documentation required, such as Photo ID, Permanent Fund Dividend Check stub, Alaska driver's license, etc. If you have questions regarding your residency qualifications please call BBEDC in Dillingham at (800) 478-4370, or locally at 842-4370.
4. **You are required to submit evidence of a State of Alaska CFEC 2010 Halibut Permit and 2010 Vessel License** prior to your CDQ application being processed. The CFEC Halibut Permit fee is \$300, or **\$75.00 reduced fee if you made landings of 8,000 pounds or less in 2009.*** The Vessel License fees are: (1) under 25 feet \$24.00, or (2) over 25 feet \$60.00. Only vessels 32 feet and smaller are eligible to participate in BBEDC's 4E Halibut CDQ Fishery.
5. You must be sure the completed application, with all required materials, is **received by BBEDC by no later than April 1, 2010.** Materials must be received by that date (fax information is acceptable) to ensure that all applications are processed on time, and that you receive all necessary permits, cards and information prior to the start of halibut fishing.

Opening Date: Please be advised that it is now expected that the 2010 Area 4E Halibut CDQ Season will open May 15, 2010 at 12:00 am (midnight).

*BBEDC has provided CFEC with a list of qualified local halibut fishermen who delivered 8,000 pounds or less in 2009. Therefore, you only need to include the reduced fee amount with your renewal application.

If you are not sure, please contact the Regional Fisheries Coordinator.

For BBEDC Use Only:

CDQ Permit No. _____

CFEC Permit No. _____

Vessel License No. _____

2010 BBEDC AREA 4E HALIBUT CDQ PERMIT APPLICATION

APPLICATION, INSTRUCTIONS, HARVEST AGREEMENT & AFFIDAVIT OF RESIDENCY

PART A. APPLICANT INFORMATION		(Please Print Clearly)	
NAME _____	SOCIAL SECURITY NO. _____ - _____ - _____		
(last)	(first)	(middle)	
ADDRESS _____ / _____	TELEPHONE NO. _____		
(street or P.O. Box)	(physical location of dwelling)		
_____	DATE OF BIRTH: _____		
(city or village, state, zip code)			
VESSEL NAME _____	LENGTH OVERALL _____	ADF&G NO. _____	
ARE YOU THE OWNER OF THE VESSEL? (Circle one) YES NO			
If you answered "NO" you <u>must</u> provide proof that the vessel is owned by a BBEDC qualified resident.			
All vessels used in the Area 4E Halibut CDQ Fishery are required to be resident owned and 32' or less in length.			
The vessel owner must complete the BBEDC Residency Form.			
<u>You must then submit those documents with this Application.</u>			
<u>IMPORTANT NOTICE</u>			
IF YOU MAKE SALES OF HALIBUT OTHER THAN TO A LICENSED PROCESSOR YOU MUST BE REGISTERED WITH THE STATE OF ALASKA AND THE NATIONAL MARINE FISHERIES SERVICE AS A CATCHER/SELLER & REGISTERED BUYER (Direct Marketer), <u>AND</u> YOU MUST NOTIFY BBEDC. (If you sell directly to the public you are a Direct Marketer.)			
<u>DO YOU INTEND TO ACT AS A DIRECT MARKETER? (Circle one) Yes No</u>			
IF YOU ACT AS A DIRECT MARKETER WITHOUT HAVING REGISTERED WITH BBEDC, YOUR FISHING PRIVILEGES WILL BE REVOKED.			

PART B. HARVEST AGREEMENT

1. Parties. This Agreement is entered into between Bristol Bay Economic Development Corporation, hereafter referred to as "BBEDC" and the applicant fisherman, (whose name, social security number, address, date of birth, vessel name and ADF&G registration number are cited above in **Part A. Applicant Information**) hereafter referred to as the "Harvester".

2. Subject. BBEDC is the recipient of a Community Development Quota (CDQ) for halibut in International Pacific Halibut Commission (IPHC) Regulatory Area 4E. BBEDC desires to provide access to its CDQ by issuance of a BBEDC CDQ Halibut Fishery Permit ("Permit") to bona fide residents of BBEDC member villages.

3. Eligibility. Only natural persons (excluding non-natural entities such as corporations, partnerships, etc.) who are certified as residents by one of the seventeen (17) BBEDC member villages listed below, are eligible to obtain a Permit:

Aleknagik	Ekuk	Pilot Point	Twin Hills
Clark's Point	King Salmon/Savonoski	Port Heiden	Ugashik
Dillingham	Manokotak	South Naknek	Ekwok
Egegik	Naknek	Togiak	Portage Creek
Levelock			

4. Application Deadline. All applications for a Permit must be completely filled out and received by BBEDC no later than April 1st, 2010. If sent by mail the application must be mailed early enough to meet the April 1st deadline for receipt. The application must include: a.) a fully completed **Part A, Applicant Information**; b.) a signed copy of this **Part B, Harvest Agreement**; c.) and fully completed **BBEDC Residency Form** signed by the applicant, and d.) **Evidence that the following: CFEC 2010 Halibut Permit, 2010 Vessel License, Alaska State Catcher/Sellers Permit (if applicable) and NMFS Registered Buyer Permit (if applicable) has been applied for.**

No later than May 1, 2010 a copy of the original: 2010 CFEC Halibut Permit, 2010 Vessel License, Alaska State Catcher/Sellers Permit (if applicable) and NMFS Buyer Permit (if applicable) must be received by BBEDC.

5. Limited Rights of Assignment. Harvester understands and agrees that the Permit and any fishing privileges pursuant to this Agreement may not be assigned, sold, leased or otherwise conveyed, in whole or in part, to any other party, and that any attempt to do so shall automatically void the Permit and fishing privileges, and immediately terminate this Agreement. Notwithstanding the foregoing, assignments will be approved at the discretion of BBEDC in the event of medical emergencies or other unanticipated causes if the loss of the Permit would be a hardship or cause economic distress to the Harvester.

6. Indemnification. Harvester agrees to indemnify and hold harmless BBEDC and its employees, agents, officers and directors from any and all claims, demands, causes of action, and liabilities arising out of this Agreement or any privileges granted hereunder, or any actions taken by the Harvester pursuant hereto.

7. No Guarantees or Warranties. BBEDC does not warrant or guarantee the success of the halibut fishery, or that the CDQ or the Permit will be granted or successfully harvested, and gives notice to the Harvester that the CDQ or Permit may subsequently be withheld, suspended, reduced, reapportioned or revoked. Harvester hereby acknowledges and agrees to these understandings and agrees to release and hold harmless BBEDC from any liability, claim or demands arising there from.

8. Revocability and Amendment. Harvester agrees that BBEDC may, in its sole discretion, and at any time and without cause, revoke, reduce or reapportion the Permit, or the fishing privileges granted pursuant thereto, or modify the terms and conditions of harvest.

9. Compliance with All Laws. Harvester agrees to comply with all applicable federal, state or local laws, regulations and rules governing the halibut fishery, and expressly agrees that any violation of such laws, regulations and rules shall be grounds for termination of this Agreement.

10. Further Agreements. This Agreement constitutes Harvester's application for a 2010 NMFS CDQ Hired Master Permit and NMFS ID. By entering into this Agreement Harvester agrees to comply with all regulations, rules and directives issued by NMFS respecting the use of such card and the conduct of the halibut fishery in general. **Harvester further agrees to follow all rules and directives issued by BBEDC respecting the CDQ halibut fishery, including post-season reporting of undersize halibut retained for personal use.**

11. Management Restrictions and Penalties for Violations. Harvester hereby agrees to comply with all management rules, directives and monitoring requirements established by BBEDC to regulate and control the CDQ halibut fishery including, but not limited to, trip limits, openings, closures, gear limitations, reporting requirements, etc. Harvester expressly acknowledges and agrees that failure to comply with any such rules, directives or monitoring requirements may result in immediate revocation of the Permit and fishing privileges, and may bar the Harvester from participation in the CDQ halibut fishery in future years. Harvester expressly acknowledges and agrees that violation of the following rules may subject the Harvester to the penalties specified below:

a.) Violation: fishing in closed periods, fishing more than the specified amount of gear, fishing from a vessel which is not owned by a qualified resident of a BBEDC member village, failure to report halibut landings, or sales of halibut to other than a registered buyer.

For violations specified in 11. a) above, the following penalties shall apply:

First Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and exclusion from participation in the CDQ halibut fishery in the following year.

Second Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and exclusion from participation in the CDQ halibut fishery in the following three (3) years.

Third Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and permanent exclusion from all further participation in the CDQ halibut fishery.

b.) Violation: exceeding specified trip-landing limits

For violations specified in 11. b) above, the following penalties shall apply:

Payment for any halibut landed in excess of the trip limit shall be withheld by the Registered Buyer and remitted to BBEDC.

12. Landings and sales. Only persons holding a valid 2010 BBEDC CDQ Halibut Fishery Permit and a valid 2010 NMFS permit may land halibut in the 2010 BBEDC Area 4E CDQ halibut fishery. All sales of such halibut must be made only to persons with a valid 2010 Registered Buyer

Permit and must be reported in compliance with 50 CFR 676.14. Dockside landings and outside landings may also be made in compliance with 50 CFR 676.14(d).

13. Commitment to Appeals Process. Harvester hereby agrees to participate in the following appeals process as the sole and binding process for the resolution of any and all disputes arising out of the application process, this Agreement and any permits, licenses or further agreements pursuant thereto, and any actions of BBEDC, its agents, employees, officers and directors relating to such agreements or the administration and operation of the CDQ halibut fishery, including revocation of permits and fishing privileges and the imposition of any penalties.

STEP-BY-STEP 4E HALIBUT FISHERY APPEALS PROCESS

Step 1: Filing the Appeal: If an applicant or a resident fisherman disagrees with a ruling of BBEDC's Regional Fisheries Coordinator, including the right to participate in the program or for any penalty assessed, the fisherman has the right to appeal that decision to BBEDC's Chief Executive Officer (CEO). To be effective, the appeal must be in writing and received at the BBEDC office or by the CEO within ten (10) working days after the delivery of the Regional Fisheries Coordinator decision document to the applicant or resident fisherman, whether delivered by hand or by Certified Mail. Facsimile transmissions of appeal documents are acceptable.

Step 2: Contents of the Appeal Document: The appeal document may be prepared by the applicant or resident fisherman or his representative. An attorney or any other party may represent the appealing applicant or resident fisherman. If he is so represented, the applicant or resident fisherman must sign a document advising the Chief Executive Officer of the appointment.

In the appeal document, the applicant or resident fisherman should present all the factual and legal information and assertions that he or she thinks explain the problems, errors or other difficulties with the decision of the Regional Fisheries Coordinator. If it is a particularly complex matter, the CEO has the discretion to award additional time to the applicant or resident fisherman so that he can present all of his written arguments.

Step 3: The Factual Presentation in the Appeal: In preparing the appeal document, the applicant or resident fisherman should attempt to rely on facts presented and available to the Regional Fisheries Coordinator. However, if the applicant or resident fisherman gives good reason, he or she can introduce new factual information at the appeal stage as written evidence, including witness statements or sworn affidavits, and other written documentation. If such new information is deemed material to the appeal, the CEO may remand the matter to the Regional Fisheries Coordinator for reconsideration of the decision prior to processing the appeal.

Step 4: The Work of the Chief Executive Officer In making a decision on the appeal, the CEO shall review the written record as collected by and presented to the Regional Fisheries Coordinator. If there are disagreements about the facts in that record, the CEO has the right in his discretion to interview the applicant or resident fisherman and other parties who gave statements or information to the Regional Fisheries Coordinator. If new information has been received from the applicant or resident fisherman at the appeal stage, the CEO has the discretion to collect further written evidence and, where necessary, take oral testimony.

Step 5: The Decision of the Chief Executive Officer: The CEO shall make his decision promptly in order to avoid economic prejudice to the parties. Except in complex cases, or where the applicant or resident fisherman has asked for more time, the decision will be made within ten (10) working days. The decision of the CEO shall be in writing and, when published, the decision shall be binding upon the parties.

14. Reservation of Fishing Rights. The Harvester agrees that, in consideration for the issuance of the Permit hereunder, BBEDC shall receive full, free and clear title to any and all Fishery Access Rights associated with the harvest of the CDQ, whether now existing or hereafter arising, regardless of whether such rights are initially allocated to the vessel, its owners or its master or crew. For purposes of this Agreement, "Fishery Access Rights" shall mean all rights to enter into and/or participate in any fishery governed by Federal, State or local laws, and shall include but not be limited to all CDQ, IFQ, moratorium, license limitation and limited access rights of any nature whatsoever. Harvester hereby assigns any and all such rights and claims to BBEDC and further agrees to execute any and all documents deemed necessary by BBEDC, in its sole discretion, to give effect to this Section.

The Harvester enters into this Agreement with BBEDC, and by signing below signifies full understanding of and willingness to be bound its terms and provisions.

SIGNATURE: _____ **DATE:** _____

BBEDC Relationship Disclosure Form

Applicant Name

Community

Please put a check mark next to the BBEDC Board Member(s) listed below that you are related to. If you are not related to any, please check None.

Hattie Albecker Ugashik	Margie Aloysius Aleknagik	Fred T. Angasan Sr. South Naknek	Mark Angasan King Salmon
Sergie Chukwak Levelock	Lucy Goode Egegik	Robert Heyano Ekuk	MaryAnn Johnson Portage Creek
Sylvia Kazimirowicz Ekwok	Gerda Kosbruk Port Heiden	Moses Kritz Togiak	H. Robin Samuelsen Jr. Dillingham
Victor Seybert Pilot Point	Fritz Sharp Twin Hills	Moses Toyukak Sr. Manokotak	Harry Wassily Sr. Clark's Point
Patrick Patterson, Jr. Naknek	None		

For each Board Member you checked above, please explain the relationship.

Please put a check mark next to the BBEDC Officer(s) listed below that you are related to. If you are not related to any, please check None.

H. Robin Samuelsen Jr.	Helen Smeaton	Chris Napoli	Staci Fieser
Paul Peyton	None		

For each Officer you checked above, please explain the relationship.

Applicant Signature

Date