



Native Village of Eyak Shepard Point Project Wood Donation Program – Participation Agreement

This Participation Agreement set forth the rules, terms and conditions that Native Village of Eyak Tribal Members must abide by to participate in the Tribe’s Shepard Point Wood Donation Program (Program). The Program is intended to make wood available for firewood, house logs, or saw logs at no cost to Tribal Members. All Tribal Members are eligible to participate in this Program so long as they follow the rules, terms and conditions set out in this Participation Agreement. Most importantly, all Participants must agree to fully and carefully comply with a federal conservation easement that restricts the commercial sale of timber - whether in the form of logs and other wood products - from the lands where the donated wood is being harvested.

Under this Program, voting-eligible Tribal Members, with a preference to Tribal Members, may choose to receive a pre-determined amount of wood during the Program’s term, which is anticipated to run through the entire time NVE receives wood from the Shepard Point Project. Participants must sign this Participation Agreement and follow all its terms and conditions to receive donated wood. Any Tribal Member who fails to comply with the rules, terms, and conditions contained in this Participation Agreement will be barred from further participation in the Program and may be subject to other penalties imposed by the U.S. Forest Service.

I. Program Information, Terms and Conditions

- A. No Guarantees regarding the Quantity or Quality of the Donated Wood. Our Tribal Council expects the Shepard Point Project to yield sufficient harvested wood to permit all voting-eligible Tribal Members to participate fully in the Program. However, the amount and quality of the harvested wood are subject to many circumstances outside of our Tribe’s control. Several federal laws and environmental permitting conditions also restrict the times when timber harvesting may occur. Our Tribe’s first obligation is to ensure that we fully comply with these federal laws and permitting requirements, so we are unable to guarantee the amount or quality of harvested wood each Tribal Member may receive. The Tribal Council reserves the right to adjust the amount of wood in each distribution to Tribal Members based on availability. There is no assurance that each voting-eligible Tribal Member, or even each Tribal household, will be able to obtain an allocation of wood. Wood will be distributed on a first-come, first-served basis, with a preference for Tribal Elders.

Our Tribal Council will strive to adjust the Program in a fair and proportional manner if insufficient wood is harvested, but Program participants hereby agree - by signing this Participation Agreement - that you have no right or expectation to receive any amount of donated wood each year. Participants further agree that all Tribal Council decisions regarding this Program shall be final and not subject to further review or appeal. Our Tribal Council is striving to provide a community benefit and hope that all Tribal Members will help us make this Program a great success by keeping your expectations reasonable and working cooperatively with us and your neighbors to maximize the Program’s benefits.

- B. Location of Wood and Process for Making an Appointment to Collect the Donated Wood. Harvested wood will be staged at the designated NVE Log Sorting Yard. NVE will announce opportunities for voting-eligible Tribal Members to receive an allocation of wood. Participants wishing to collect their donated wood must make an appointment by contacting the designated Tribal Representative at least seven days prior to their requested collection date/time. Participants must receive a confirming call or email from the designated Tribal Representative confirming the date and time that Participants may pick up donated wood. Participants must present the signed Participation Agreement below to the Tribal Representative or the Tribal official(s) overseeing the NVE Log Sorting Yard prior to collecting wood. When the donated wood is collected, the Participant must also sign and date a receipt acknowledging the total amount of donated wood collected. NVE will provide a maximum of two cords per distribution. If additional wood is provided inadvertently, Participants agree to return any excess wood exceeding this limit.
- C. Removal of Wood from the NVE Log Sorting Yard. Our Tribe expects the harvested wood to arrive at the NVE Log Sorting Yard in 10- to 20-foot lengths and be stacked in piles approximately 4 feet tall. NVE Staff will be onsite at the confirmed appointed time to either load whole, unprocessed timbers into your vehicle or trailer or load processed split firewood into your vehicle or trailer. Participants will not be allowed to move timber or cut/process timber onsite. It is the Participant's responsibility to safely secure the load; loaded cordwood or timber is the Participant's sole responsibility once it is on their vehicle or trailer.
- D. Delivery of Processed Firewood to Homes. Participants may request to have their firewood delivered to their homes. Processed firewood will be dumped on the ground in an area accessible to our vehicles. The wood will not be sorted or stacked. Delivery is subject to vehicle/personnel availability and may not always be available.
- E. Acknowledgement of the Tribe's Sovereign Immunity from Lawsuits. Participants hereby acknowledge that the Native Village of Eyak is a federally recognized Alaska Native Tribal Government. As such, our Tribe enjoys many privileges and immunities under federal law, including but not limited to immunity from lawsuits, claims, or other forms of dispute resolution by any party, unless the U.S. Congress or our Tribal Council expressly waives such privileges and immunities. Nothing in this Participation Agreement shall be construed to waive or modify the Tribe's sovereign immunity or any other privileges and immunities it may possess.
- F. Federal Restrictions on the Uses of the Donated Wood. Participants hereby acknowledge that all wood donated under this Program must be used solely for noncommercial purposes. Participants may not sell, barter, or otherwise exchange the donated wood for items of value, as this activity may be viewed as a violation of the certain U.S. Forest Service restrictions, set out in the Conservation Easements covering the lands where the donated wood is being harvested. If an improper sale or bartered exchange of the donated wood occurs deliberately or inadvertently, Participants agree to work in good faith with the Tribe to remedy the error. If any Participant violates this important prohibition, the Participant shall be barred from further access to the donated wood. In egregious circumstances, family members of Participants who violate this restriction may also be barred from further participation in the Program.
- G. Reservation of Rights and Governmental Authority. Our Tribal Council reserves the right to modify this Program at any time, in its sole discretion.

**Native Village of Eyak – Participation Agreement
and Appointment Form for the
Shepard Point Wood Donation Program**

Tribal Member Name: _____

I hereby certify:

- a. I am a voting-eligible Tribal Member of the Native Village of Eyak.
 Yes No
- b. I will coordinate with Tribal staff in a safe, patient, and respectful manner. Yes No
- c. I will clean up any debris generated by my removal of donated wood and will leave the NVE Log Sorting Yard in a safe condition consistent with the way I encountered it. Yes No

Preferences (note, these preferences are not guaranteed to be fulfilled):

I prefer:

- To pick up whole, unprocessed timber at the Log Sorting Site

- To pick up processed firewood at the Log Sorting Site
- To have processed firewood delivered to my home

- I prefer mostly larger split pieces
- I prefer mostly smaller split pieces
- I prefer pieces _____ inches long

I hereby certify that the above information and my assurances are true and correct to the best of my knowledge. I have read and am familiar with this Participation Agreement for the Shepard Point Wood Donation Program and agree to comply with all the rules, terms and conditions contained herein.

Voting-eligible Tribal Member Signature

Date

For office use only:

I have reviewed this Participation Agreement and Appointment Form and have found the information contained herein to be complete and accurate to the best of my understanding.

Tribal Official Name

Title

Date