



# **WHITE MOUNTAIN APACHE TRIBE**

A Sovereign Tribal Nation

## **(Approving a Temporary Permit for Commercial Filming within the Exterior Boundaries of the Fort Apache Indian Reservation)**

**WHEREAS,** pursuant to Article IV, Section 1(a) of the Constitution of the White Mountain Apache Tribe, *inter alia*, the Tribal Council has the authority to represent the Tribe and act in all matters that concern the welfare of the Tribe; and

**WHEREAS,** the White Mountain Apache Tribe (WMAT) Game & Fish Department and J. Alain Smith of Rugged Expeditions (via telephone) did this day come before the Tribal Council to request approval of the application for a Temporary Permit for Commercial Filming of a current Trophy Elk Hunt client [J. Alain Smith (temporary replacement for Jay Link), within the Exterior Boundaries of the Fort Apache Indian Reservation. First hunt (September 10 – 16, 2015), West End Camp] for broadcast on the show Rugged Expeditions which is featured on the Sportsman's Channel, as attached and incorporated by this reference; and

**WHEREAS,** Rugged Expeditions has agreed to all terms, conditions and fees associated with the completed and attached Project Proposal letter and application for a Temporary Permit for Commercial Filming within the Exterior Boundaries of the Fort Apache Indian Reservation; and

**WHEREAS,** the WMAT Game & Fish Department has concluded that such filming projects provide positive and economically beneficial exposure of the Tribe and WMAT Game & Fish management of reservation wildlife resources; and

**WHEREAS,** the Tribal Council has reviewed the above mentioned Project Proposal Letter and application for a Temporary Permit for Commercial Filming within the Exterior Boundaries of the Fort Apache Indian Reservation for the purpose of filming a current Trophy Elk Hunt client [J. Alan Smith (temporary replacement for Jay Link), first hunt (September 10 – 16, 2015), West End Camp] for broadcast on the show Rugged Expeditions which is featured on the Sportsman's Channel, as attached and incorporated by this reference; and

**WHEREAS,** the Tribal Council finds that the above mentioned Proposed Project and application for a Temporary Permit for Commercial Filming within the Exterior Boundaries of the Fort Apache Indian Reservation are in the best interests of the Tribe.

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the above mentioned Proposed Project and application for a Temporary Permit for Commercial Filming within the Exterior Boundaries of the Fort Apache Indian Reservation.



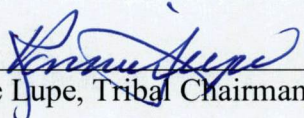
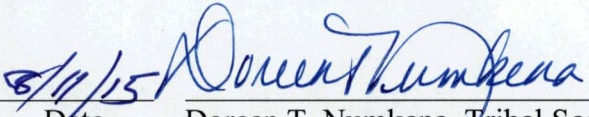
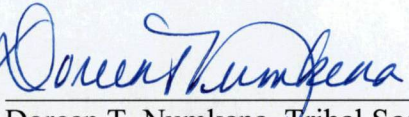
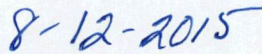
**Resolution No. 07-2015-131**

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on **JULY 9, 2015** duly adopted by a vote of **NINE** for, **ZERO** against, and **ONE** abstention by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).

			
_____ Ronnie Lupe, Tribal Chairman	_____ Date	_____ Doreen T. Numkena, Tribal Secretary	_____ Date



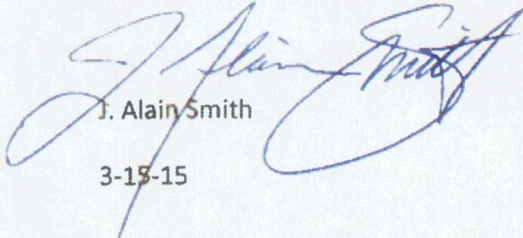
To: White Mountain Apache Tribe

Subject: Request to film an Elk hunting TV show

My name is J Alain Smith and I am the host and producer of the hit television show Rugged Expeditions which airs every Saturday morning at nine mountain time on the Sportsman's Channel. The shows feature entertaining hunts from around the world with original music and humor provided by the host. You can see more about myself and the show at [www.ruggedexpeditions.com](http://www.ruggedexpeditions.com) and see past videos on YouTube by searching Rugged Expeditions.

My plan is to film the beauty and culture of the area as well an elk hunt in one of the premier hunting destinations in the USA.

If you have any questions please feel free to contact me at cell 206-484-6800 or at [asmith@pafak.com](mailto:asmith@pafak.com).



J. Alain Smith  
3-15-15



**TEMPORARY PERMIT FOR COMMERCIAL PHOTOGRAPHY/FILMING  
WITHIN THE EXTERIOR BOUNDARIES OF THE  
FORT APACHE INDIAN RESERVATION**

The White Mountain Apache Tribe (hereinafter, "WMAT") and Rugged Expeditions, its officers, employees, agents, assigns, and successors (hereinafter collectively referred to as "PRODUCER") do hereby agree as follows:

**1. IDENTIFICATION OF WMAT**

WMAT is identified as: **WHITE MOUNTAIN APACHE TRIBE**

P.O. Box 700

Whiteriver, AZ 85941

Contact person:

**2. IDENTIFICATION OF PRODUCER**

PRODUCER is identified as: J Alain Smith

Contact person: J Alain Smith

2812 70<sup>th</sup> Ave E

Fife WA 98424

**3. PURPOSE**

The purpose of this Agreement is to permit PRODUCER to film a television elk hunting show within

the exterior boundaries of the Fort Apache Indian Reservation, all in accordance with the activities and scope of work described by PRODUCER in (attached and incorporated herein as Appendix A).

Additionally, the permit allows PRODUCER to do filming on \_\_\_\_\_.

**4. TERM**

This Permit Agreement shall begin September 9<sup>th</sup> and shall expire no later than Sept. 18th.

**5. TIME**

Time limits stated in this Agreement are of the essence of the Agreement.

**6. CONDITIONS**

A. WMAT shall permit PRODUCER during the period from Sept. 9th through Sept. 18th, the opportunity to enter upon, conduct, and conduct 7 day's filming within the exterior boundaries of the Fort Apache Indian Reservation, specifically the filming described more fully within Appendix A. Additional filming not to exceed 10 total days at the Sunrise Camp or 7 total days at the West End and Maverick Camps may be conducted on roadways located on the reservation.

B. WMAT and WMAT Game and Fish Department makes no guarantees or warranties, either expressed or implied, as to the success of the hunting and the success of the hunting is strictly the risk and responsibility of the hunter.

C. WMAT and WMAT Game and Fish Department does not guarantee conditions beyond its control, including but not limited to, fire, weather, interference from other hunters and non-hunters, acts of God, governmental action, or other conditions beyond our control. WE RECCOMEND THE PRODUCER PURCHASE TRAVEL AND TRIP INSURANCE FOR SUCH EVENTUALITIES.



D. WMAT and WMAT Game and Fish Department grants PRODUCER the right to use photos or footage of its employees, agents, subcontractors, and associates to be used for the final project.

E. The PRODUCER shall remit to WMAT Game & Fish Department a right of entry and use fee of \$1,500.00 per person, exclusive of all insurance, taxes, employee/guide expenses and costs, and other expenses required herein.

F. Jesse Palmer, WMAT Game & Fish Department Wildlife Biologist, shall provide PRODUCER a representative, (Trophy Hunt Guide) for guidance and information during the term of this permit.

G. PRODUCER shall always remain in the company of the representative (Trophy Hunt Guide) while performing the terms of this Agreement.

H. PRODUCER shall provide \_\_\_\_\_ and the White Mountain Apache Tribe a copy of the film to be utilized from the terms of this Agreement prior to any broadcast, sale or distribution of it in any format, to ensure that culturally inappropriate or sensitive objects and representations are not within the film.

I. PRODUCER agrees to the following:

1. PRODUCER shall not commit waste upon lands within the Fort Apache Indian Reservation, and PRODUCER shall, at its own expense, within five days of completion of use of all lands, remove any accumulation of debris, garbage, refuse and other materials, repair any damage caused by PRODUCER, and return all areas to their original condition existing immediately prior to the time of PRODUCER's use and entry of the area began, to the extent reasonably possible.

2. PRODUCER agrees to compensate the WMAT or individual Member(s) thereof for any direct or consequential damages to lands on the Fort Apache Indian Reservation, and improvements, if any, on those lands that result from the filming and/or activity.

3. PRODUCER agrees to give preferential employment and/or assignment to members of the WMAT during such portions of the project that are conducted on the Fort Apache Indian Reservation for which members have skills or experience adequate for PRODUCER's purposes. Enrolled WMAT members' income paid by PRODUCER for on-Reservation employment shall be exempt from State withholding taxes.

4. The use of helicopters or other aircraft within the airspace of the Fort Apache Indian Reservation shall be governed by Federal Aviation Agency (FAA) regulations and shall, as a guideline, comply with the National Forest regulations regarding helicopter flights over national forest land.

5. PRODUCER shall comply with all applicable laws, regulations and ordinances and PRODUCER hereby acknowledges that this permit to enter and use the lands of the WMAT as described herein is conditioned on its officers, employees, agents, assigns, and successors obedience of WMAT laws and regulations and that violation of any applicable law and regulation makes PRODUCER trespassers, subject to arrest, tribal and federal court action, expulsion from the Reservation, and seizure of personal property as security for payment of potential obligations to the WMAT. PRODUCER further agrees to be bound by the liquidated damages provision of WMAT



law if found liable for any violation.

6. PRODUCER agrees that no artifacts of a historical, religious or ceremonial nature or that are covered by the Federal Archaeological Preservation Act or the Native American Graves Protection and Repatriation Act will be taken from the Reservation or be disturbed in any manner.

7. PRODUCER shall provide a copy of all footage acquired while on the reservation for the duration of the project to the WMAT Game and Fish Department, and authorizes WMAT Game and Fish Department to use the footage for promotional purposes.

8. PRODUCER will provide number of complimentary copies of the finished product to the WMAT Game and Fish Department.

#### **7. INSURANCE**

A. PRODUCER shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which this Agreement is executed, insurance for protection from claims, under workers' or workmen's compensation acts and other employee benefit acts which are applicable, for damages because of bodily injury, including death. Certificates of such insurance shall be filed with WMAT prior to the commencement of the work described herein, and WMAT shall be listed as an additional insured party on such certificates.

-4-

B. Prior to commencing work pursuant to this Agreement, PRODUCER shall provide to WMAT evidence of General Public Liability and Property Damage Insurance including vehicle coverage issued to PRODUCER and insurance coverage protecting PRODUCER from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Agreement, whether such operations are by PRODUCER or by any subcontractor employed by PRODUCER or anyone otherwise directly or indirectly employed by PRODUCER or sub employed by PRODUCER or its assignee. Insurance shall be written with a combined single limit for personal injury and property damage of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate.

C. PRODUCER may select its insurance company, however, such insurance company shall be and must remain authorized to do business in the State of Arizona by, and be licensed by and in good standing with, the Arizona Department of Insurance.

D. If any policy or contract of insurance required of PRODUCER by this Agreement, including general liability insurance and worker's compensation insurance, is canceled, and PRODUCER has not obtained a substitute policy or contract consistent with the provisions of this Agreement, then WMAT may either immediately terminate this Agreement, or WMAT may obtain such insurance with such limits and deductions, inclusions and exclusions, as it shall deem proper in its sole discretion and shall charge to PRODUCER the cost thereof.

#### **8. INDEMNIFICATION**

PRODUCER agrees to indemnify and hold the WMAT, the WMAT Game and Fish Department, its employees, agents, subcontractors, and associates free and harmless from and against all liabilities, losses, claims, liens, demands and causes of action of every kind



and character occurring or in any way incident to, or arising out of, the negligence, omission or other fault of PRODUCER, its employees, subcontractors, agents and assigns pursuant to its activities under this Agreement. This indemnification shall include not only any ultimate judgment, but any and all expenses, including reasonable attorneys' fees, incurred by the indemnified party directly related to any threatened or actual legal proceeding resulting from the negligent act or omission or other fault of the indemnifying party.

**9. ASSUMPTION OF RISK**

PRODUCER hereby acknowledges and understand no warranty, either express or implied, during this project that it is participating in under the arrangement of WMAT, its employees, agents, subcontractors, and associates involves risks and danger which are inherent to hunting, including but not limited to hazards of traveling by motorized vehicle, carrying and being in possession of firearms and ammunition, hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present, hazards arising from accident, acts of God, illness and forces of nature. PRODUCER hereby states it expressly assume all such dangers, risks and hazards. PRODUCER further accepts and assumes all risks of personal injury or death or loss or damage or theft to

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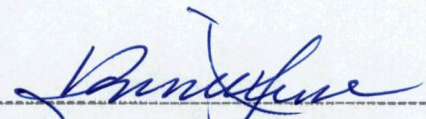
property while participating in the said project, including negligence of WMAT and its employees, agents, subcontractors, and associates. PRODUCER acknowledges that it has read the foregoing, understands that it is relinquishing certain legal rights, and the PRODUCER agrees and voluntarily accepts these terms.

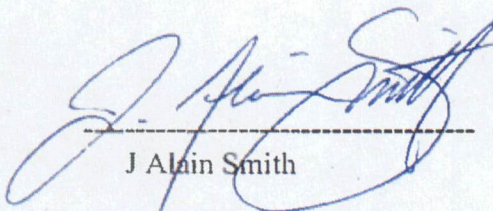
**10. GOVERNING LAW**

PRODUCER hereby consents to the jurisdiction of the White Mountain Apache Tribal Court as the exclusive venue and forum for any claim that PRODUCER may bring against WMAT from this Agreement or enforcement thereof. This Agreement shall be governed and construed in accordance with the laws and regulations of the White Mountain Apache Tribe. Nothing within this Agreement shall waive the sovereign immunity of the White Mountain Apache Tribe.

AGREED to this 4<sup>th</sup> day of March , 2015, within the exterior boundaries of the Fort Apache Indian Reservation, Whiteriver, Arizona.

**WHITE MOUNTAIN APACHE TRIBE**

  
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Ronnie Lupe, Tribal Chairman

  
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J. Alain Smith  
Rugged Expeditions



**RENEWAL**  
**Personal Umbrella**  
**Policy Declarations**

**Summary**

<b>NAMED INSURED(S)</b> J Alain Smith 2812 70th Ave Ne Fife WA 98424-3604	<b>YOUR ALLSTATE AGENT IS:</b> Scott W Vermeulen 16987 Redmond Way Redmond WA 98052	<b>CONTACT YOUR AGENT AT:</b> (425) 883-4529
<b>POLICY NUMBER</b> 9 76 259556 08/10	<b>POLICY PERIOD</b> Begins on Aug. 10, 2014 at 12:01 A.M. standard time, with no fixed date of expiration	<b>PREMIUM PERIOD</b> Aug. 10, 2014 to Aug. 10, 2015 at 12:01 A.M. standard time

**Total Premium for the Premium Period** *(Your bill will be mailed separately)*

Excess Liability	\$700.13
Additional Dwelling Rented To Others	\$96.11
Additional Residence	\$45.22
<b>TOTAL</b>	<b>\$841.46</b>

✓ Increase Due to Rate change \$0.00    Total Premium Increase \$0.00

Your policy premium has been developed using the following information:  
3 Vehicle(s), 3 Operator(s) in the household. Supporting Allstate Home and/or Auto  
Policy(ies), 1 Additional Residence(s)

The following dwellings are covered under Additional Dwelling Rented To Others  
Dwelling 01      15306 SE 82nd St  
                      Newcastle      WA  
                      98059  
                      Policy number of underlying Allstate policy: 976258698

**DISCOUNTS**    Your premium reflects the following discounts:  
Multiple Policy Discount - Auto and Property    33 %





# Allstate Indemnity Company

Policy Number: 9 76 259556 08/10      Your Agent: Scott W Vermeulen (425) 883-4529  
For Premium Period Beginning: Aug. 10, 2014

## POLICY COVERAGES AND LIMITS OF LIABILITY

COVERAGES	LIMITS OF LIABILITY
Excess Liability - Bodily Injury and Property Damage Annual Aggregate Limit	\$3,000,000 each occurrence \$6,000,000 during the current policy period
Excess Liability - Personal Injury Annual Aggregate Limit	\$500,000 each occurrence \$1,000,000 during the current policy period
Additional Dwelling Rented To Others	INCLUDED

### Your Policy Documents

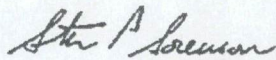
Your Personal Umbrella policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Washington Personal Umbrella Policy form AS410
- Coverage XR Endorsement form AS411

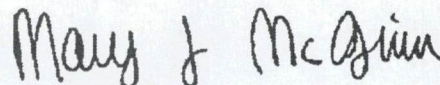
### Important Payment and Coverage Information

It is time to renew your policy. If no changes are made to your coverage before August 10, 2014 the minimum amount due on or before August 10, 2014 will be one-twelfth (1/12) of your \$841.46 renewal premium plus any outstanding balance from your current policy and any applicable installment fee(s). You can make your payment at your agent's office or you can wait until you receive your next bill and mail your payment at that time. You should receive that bill approximately two weeks before your August 10, 2014 due date.

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate.



Steven P. Sorenson  
President



Mary J. McGinn  
Secretary



# Allstate Indemnity Company

Policy Number: 9 76 259556 08/10      Your Agent: Scott W Vermaulen (425) 883-4529  
 For Premium Period Beginning: Aug. 10, 2014

## REQUIRED UNDERLYING INSURANCE LIMITS

You must maintain the Required Underlying Insurance, at or above the limits as shown below at all times for each liability exposure any insured person has. Please refer to the "Required Underlying Insurance" provision of the policy.

COVERAGE	REQUIRED UNDERLYING LIMIT
Personal Liability - Bodily Injury and Property Damage Liability	Combined Single Limit
1. Homeowners, Condominium, Renters, Mobilehome, Manufactured Home or other Personal Liability Policy	\$300,000 per occurrence
2. Incidental Office, Private School or Studio	
One, Two, Three or Four Family Residential Rental Property - Bodily Injury and Property Damage Liability	\$300,000 per occurrence
Automobiles and Motor Homes	Bodily Injury    \$250,000 each person \$500,000 each occurrence Property Damage   \$100,000 each occurrence or Combined Single Limit \$500,000 per occurrence
Motorcycles, Motor Scooters, Mopeds and Recreational Vehicles including Passenger Liability when available	Bodily Injury    \$100,000 each person \$300,000 each occurrence Property Damage   \$100,000 each occurrence or Combined Single Limit \$300,000 per occurrence
Guest Passenger Liability (when available as a separate limit)	\$100,000 each person \$300,000 each occurrence or Combined Single Limit \$300,000 per occurrence
Personal Watercraft such as jet skis and wet bikes	Bodily Injury    \$100,000 each person \$300,000 each occurrence Property Damage   \$100,000 each occurrence or Combined Single Limit \$100,000 per occurrence
Watercraft Liability Craft under 26 feet and up to 50 horsepower (U.S. horsepower)	Bodily Injury    \$100,000 each person \$300,000 each occurrence Property Damage   \$100,000 each occurrence or Combined Single Limit \$100,000 per occurrence

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