

**REVOCABLE USE PERMIT
DIVISION OF ECONOMIC DEVELOPMENT**

This Permit entered into by and between the Navajo Nation, hereinafter called the Permitter, whose Address is: Division of Economic Development, P.O. Box 663, Window Rock, Arizona 86515, and _____, hereinafter called Permittee, whose address is: _____ under the provision of the Navajo Nation Business Leasing Regulations of 2005, hereinafter referred to as the "Tribal Regulations".

1. The Permitter hereby permits the Permittee to use a tract of tribal trust land being more particularly shown on Exhibit "A", attached hereto and made a part hereof, for the purpose of _____.

2. **TERM.** The term of this Permit shall be for a period of _____ [*days, months or year*], with an option to renew of _____ [*days, months or year*], beginning on the date of approval by the Navajo Nation. To exercise an option the Permittee must notify the Permitter five (5) days before the Permit expires, otherwise, the Permitter may select another Permittee.

3. **RENTAL.** The Permittee shall pay to the Permitter \$_____ per [*days, months or year*] for the use of the premises described above for the term of the permit, unless otherwise agreed in writing. Payments shall be made payable to the Navajo Nation by cashier's check or money order.

4. **UTILITY SERVICE LINE AGREEMENT.** Permittee specifically is authorized to enter into appropriate service agreement with utility companies for the provision of utility services to the permitted area, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Permitter. Fees and monthly utility charges by these utility companies is solely the responsibility of the Permittee.

5. **DELIVERY OF PREMISES.** The premises shall be given and accepted by the Permittee "as is" and Permitter shall not be responsible for any latent defects. Upon signing the agreement the Permittee agrees that it has had sufficient opportunity to examine and inspect the condition of the premises. Upon termination of this permit, the Permittee will clean up all refuse in the permitted areas, reseed denuded areas, and leave it in a neat and presentable condition satisfactory to the Permitter. The Navajo Environmental Protection Agency will be responsible for inspection of the areas and determining that the Permittee has complied with provisions of the Permit to the satisfaction of the Permitter.

6. **UNLAWFUL CONDUCT/ACTIVITIES.** The Permittee further agrees not to use or allow any part of said property and/or premises for any unlawful conduct/activities. Violation of this clause by the Permittee shall void the Permit.

7. **LIABILITY FOR USE.** [*Permittee shall obtain General Liability Insurance, Fire and Casualty Insurance coverage with the minimum coverage acceptable to the Division of Economic Development until the Permit expires, upon approval of the Permit. All insurers must be from a Nationally Accredited Insurance Company with a financial strength rating of "Au or equivalent, and authorized to do business in the state where the premises are located. All policies required under this Permit shall name the Navajo Nation and United States as an additional named insured and certificates shall be sent to the Division of Economic Development.*] **OR** [*Permittee shall agree to fully indemnify the Navajo Nation and the United States and agree-to-the terms and conditions of the Indemnification Form, attached hereto as Exhibit "B."*] It is further understood and agreed that the Permitter shall hold the Permitter harmless from any and all claims or liabilities arising out of the use, occupancy, or possession of said property and premises by the Permittee, or injury sustained by the Permittee, or any other person or damage to property, on or about said premises during the term of this Permit.

8. All improvements placed on the permitted premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of building visible to the public or from adjacent properties shall present a pleasant appearance as determined by Permitter and all service areas shall be screened from public view to the satisfaction of Permitter. Permittee shall, at all times during the term of this Permit and at Permittee's sole cost and expense, maintain the premises and all improvements thereon and any alterations, additions, or appurtenances thereto, in good order and repair and in a safe, sanitary, neat and attractive condition, and shall otherwise comply with all laws, ordinances and regulations applicable to said premises

9. OBLIGATIONS OF PERMITTEE. While the permitted premises are in trust or restricted status, all of the Permittee's obligations under this Permit and the obligations of his surety or sureties, as well as to the Permitter.

10. TERMINATION OF FEDERAL TRUST. Nothing contained in this Permit shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this permit; however, such termination shall not serve to abrogate the permit. The owners of the land and the Permittee and his surety shall be notified of any such changes in the status of the land.

11. TERMINATION: This Permit shall be terminated by either party by giving a thirty (30) days notice in writing to the other party by certified mail. The permit shall terminate automatically when the Permit expires or is terminated and the Permittee shall have no rights including holdover on any portion of the premises unless Permitter gives express written consent. Except as otherwise provided in this Permit, all buildings and improvements, excluding removable personal property and trade fixtures, on the leased property shall remain on said property after termination of this Permit and shall thereupon become the property of Permitter. However, Permitter may require Permittee, at Permittee's expense, to remove improvements and restore the premises to the original state, within reason, upon termination of this Permit. Any removal of property by Permittee must be completed within ninety (90) days after termination of this Permit, such presence on the property shall not be deemed a holdover or trespass, provided Permittee is acting in a diligent manner to remove such property. Upon the expiration of the ninety (90) day extension, the Permitter has the right to grant another extension or re-enter the premises, at such time the Permittee shall have no right or interest to the premises or any remaining improvements

12. INTEREST OF MEMBER OF CONGRESS. No member of Congress shall be admitted to any share or part of this Permit or to any benefit that may arise there from. This provision shall not be constructed to extend to this Permit if made with a corporation or company for its general benefit.

13. ENVIRONMENT. Permittee shall take all necessary measures to assure compliance with applicable Federal and Tribal laws including the Navajo Nation Environmental Review in accordance with the Navajo Nation Business Leasing Rules and Regulations now in force and effect and any amendments thereto which by this reference are made a part hereof. This shall include, but shall not be limited to, aesthetics, erosion controls and protection of timber or other vegetation.

14. SECURITY. Except when prohibited by law or regulations, Permittee shall provide Security to the Navajo Nation or its authorized representative for the faithful performance of this Permit as described in the terms and conditions. The Security amount shall be equal to _____ [*days, months or year*] rent.

15. TRANSFER, SUBLEASING. The leased premises shall not be subleased, assigned nor transferred, by the Permitter; such action shall be a material violation of the Permit.

16. EMPLOYMENT OF QUALIFIED NAVAJOS. In connection with all employment and contracting opportunities arising out of Permittee's activities under this Permit, Permittee shall give preference in employment and contracting to qualified Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq. ("NPEA"), and the Navajo Business

Opportunity Act, 5 N.N.C. §§ 201 et seq. ("NBOA"). The terms and provisions of the NPEA and NBOA are specifically incorporated in, and become a part of this Permit. Violation of such laws by the Permittee shall constitute a breach of this Permit and provide grounds for suspension or termination of the Permit or any other remedy prescribed by the NPEA and NBOA.

17. AGREEMENT TO ABIDE BY NAVAJO AND FEDERAL LAWS. The Permittee and its employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all laws, regulations and ordinances of the United States now in force and effect or which may hereafter be in force and effect. This agreement to abide by Navajo laws shall not forfeit rights, which the Permittee and its employees and agents enjoy under the federal laws of the United States Government.

18. PERMIT REQUIREMENTS NOT EXCLUSIVE. Nothing in this Permit shall be construed to relieve Permittee of any obligations pursuant to any Federal or Navajo Nation law for the protection of the environment or the public health, safety, or general welfare which is currently enacted or which may be enacted at a later date.

19. GOVERNING LAW AND CHOICE OF FORUM. Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of this Permit. Any action or proceeding brought by Permittee against the Navajo Nation in connection with or arising out of the terms and conditions of this Permit Lease shall be brought only in the Courts of the Navajo Nation, and no action or proceeding shall be brought by Permit against the Navajo Nation, in any court or administrative body of any state.

20. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this Permit shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

21. VALIDITY. Any modification thereof or amendment to this Permit shall not be valid or binding upon either party hereto, until approved by the Navajo Nation. A sub-permit, assignment, modification or amendments may not be entered into without the written consent of Division of Economic Development.

22. SUCCESSORS AND ASSIGNS. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents.

23. NOTICES. All notices, demands, requests, changes in information or other communications to or upon either party provided for in this Permit, or given or made in connection with this Permit, shall be in writing and shall be addressed as follows:

The Navajo Nation:

[name]

[address1]

[address2]

[phone number]

[fax number]

Permittee (s):

[name]

[address1]

[address2]

[phone number]

[fax number]

IN WITNESS WHEREOF, the parties hereto have executed the Permit this _____ day of _____, 20____.

Name of Permittee(s):

Address of Permittee(s):

Signature of Permittee(s) Date

Signature of Permittee(s) Date

NAVAJO NATION, PERMITTER

By: _____
Executive Director
Division of Economic Development

Date: _____