

Use Code: 153
Authorization ID: #AUTH_ID#
Contact Name: #HOLDER_ID#
Expiration Date: #EXPIRATION_DATE#

FS-2700-4-Shawnee (05/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service, Eastern Region**

**SPECIAL USE PERMIT FOR
EQUESTRIAN OUTFITTING ON THE SHAWNEE NATIONAL FOREST**

**AUTHORITY:
FEDERAL LANDS RECREATION ENHANCEMENT ACT, 16 U.S.C. 6802(h), and
R9 Shawnee 2709.11-2006-1**

[Enter name] CAMPGROUND [enter city, state, and zipcode] hereinafter called the holder, is hereby authorized to use and occupy Shawnee National Forest System lands, subject to the terms and conditions of this permit, to provide outfitting/guiding services from the holder's campground to the Shawnee National Forest, as shown on the map of the authorized area attached to this permit.

This permit is a temporary use permit issued for the purpose of authorizing the following activities: equestrian outfitting/guiding services.

This use will be exercised as described in the annual operating plan which is hereby incorporated in this permit.

TERMS AND CONDITIONS

1. Use under this permit shall begin on _____ end on _____. The permit shall not be extended except by the authorized officer.
2. A flat fee shall be assessed annually for this use at the rate of \$0.89 per service day or Option B (attached). The minimum fee for this use is \$_____ per year. The annual fee for this use shall be paid in advance and is not refundable. The holder shall provide documentation of use and revenue for purposes of permit fee verification. This authorization shall terminate upon the holder's failure to make the annual fee payment, late payment charge, and any other charges when due.
3. The holder shall make the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.
4. The annual operating plan, which shall be attached to this permit, shall be submitted by the holder and approved by the authorized officer before the holder conducts any services authorized by this permit. The holder shall prepare an annual operating plan by _____ in consultation with the authorized officer. At a minimum, the annual operating plan shall include (1) the season of use for authorized outfitting and guiding activities, including the start and stop date of operations; (2) limitations on use established by the Forest Service (including fire restrictions); and (3) a completed Estimated Fee Determination Sheet (which shall be attached to this permit).

5. The holder shall not install any improvements on Shawnee National Forest System land without prior written approval of the authorized officer.
6. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.
7. The holder has an affirmative duty to take reasonable steps to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. "Hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.
8. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
9. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, including but not limited to applicable environmental laws; (2) judgments, claims, demands, penalties, or fees assessed against the United States relating to the use and occupancy on Shawnee National Forest System land under this permit; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment relating to the use and occupancy on Shawnee National Forest System land under this permit. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.
10. No insurance is required unless the holder provides stock and/or guiding services.
11. If holder provides stock and/or guiding services, the holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of

insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to Hidden Springs Ranger Station 602 N. First Street, Route 45 North, Vienna, Illinois 62995. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

a. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$500,000 as a combined single limit per occurrence.

12. The holder agrees at all times to permit the free and unrestricted access to the Shawnee National Forest System lands covered by this permit for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

13. This permit is subject to all valid existing rights and claims of third parties on Shawnee National Forest System land.

14. The authorized officer may revoke or suspend this permit in whole or in part (1) for noncompliance with federal, state, or local laws and regulations; (2) for noncompliance with the terms of this permit; (3) for failure of the holder to exercise the privileges granted by this permit; (4) with the consent of the holder; or (5) at the discretion of the authorized officer, for specific and compelling reasons in the public interest. Prior to revocation or suspension, the authorized officer shall give the holder written notice of the grounds for the action to be taken. Prior to revocation or suspension, the authorized officer also shall give the holder a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer.

15. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 10 days of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review, the superior shall take action within 5 days to affirm, modify, or cancel the suspension.

16. Any written decisions by the authorized officer relating to administration of this permit, including annual ratings of probationary and unacceptable and revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

17. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

18. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan. The holder may not assign all or part of the authorized use to others.

19. a. As it relates to the use and occupancy on Shawnee National Forest System lands, the holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In

addition, as applicable, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

b. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit as it relates to the use and occupancy on Shawnee National Forest System land.

c. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed on the premises and at other exterior or interior locations, as directed by the Forest Service.

d. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

20. In addition to the nondiscrimination policy in clause 19, the holder agrees to insure that its programs and activities as they relate to the use and occupancy on Shawnee National Forest System land are open to the general public on an equal basis and without regard to any non-merit factor.

21. The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public on Shawnee National Forest System lands and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses. The Forest Service shall not have the right to regulate prices for sales and services rendered and supplied on holder's lands or offsite of Shawnee National Forest Systems lands.

22. Signs posted on Shawnee National Forest System lands must have prior written approval of the authorized officer.

23. The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its World Wide Web site, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its World Wide Web site regarding use of the permit area may state that the permit area is located in the Shawnee National Forest.

24. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

25. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

26. The above clauses shall control if they conflict with additional clauses or provisions.

27. The Hidden Springs District Ranger, Vienna, Illinois, Telephone No. 618-658-2111, is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

This permit is accepted subject to all its terms and conditions.

HOLDER: _____

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

By: _____

Owner

TIM POHLMAN
District Ranger,
Hidden Springs Ranger District
602 N. First Street

Address:

Vienna, Illinois 62995
(Authorized Officer)

Phone #: _____

Phone #: 618-658-2111

Date: _____

Date: _____

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