

Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#  
Expiration Date: #EXPIRATION\_DATE#  
Use Code: #USE\_CODE#

FS-2700-0039 (v09/12)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**COMMUNICATIONS USE PERMIT FOR FEDERAL AGENCIES**

**AUTHORITY:  
Section 501(a)(5) of the Federal Land Policy and Management Act,  
43 U.S.C. 1761(a)(5)**

**<Delete all user notes before printing.>**

**<USER NOTES FOR USE OF THIS FORM>**

**<This form is to be used ONLY for federal agencies that have jurisdiction over a communications use facility.>**

#HOLDER\_NAME# of #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#,  
#HOLDERS\_ADD\_LINE\_3#, #HOLDER\_CITY#, #HOLDER\_STATE# #HOLDER\_ZIP#

THIS COMMUNICATIONS USE PERMIT FOR FEDERAL AGENCIES is issued by the United States Forest Service (Forest Service) under section 501(a)(5) of the Federal Land Policy and Management Act (43 U.S.C. 1761(a)(5)) to #HOLDER\_NAME# (the holder).

The "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this permit. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the \_\_\_\_\_ National Forest responsible for administering the National Forest System lands covered by this permit.

This permit is granted to the holder to operate a [type of use] communications facility in the County of \_\_\_\_\_, [State/Commonwealth] of \_\_\_\_\_, #TOWNSHIP\_SECT\_RANGE##FIRST\_DIVISION# FIRST\_DIV\_NAME\_NUMBER#, SECOND\_DIVISION##SECOND\_DIV\_NAME\_NUMBER#, #THIRD\_DIVISION# #THIRD\_DIV\_NAME\_NUMBER# (hereinafter the "permit area"). The holder accepts this permit, subject to all valid existing rights, and agrees to use the permit area only for the construction, operation, maintenance, and termination of a [type of use] communications facility. Authorized facilities under this permit include:

**<USER NOTES FOR AUTHORIZED FACILITIES>**

**<Insert the appropriate information in each field below. If unsure, reference FSH 2709.11, section 90.5, for a definition of each type of facility.>**

Equipment shelter: [include dimensions and material]

Antenna support structure: [include height and type]

Ancillary improvements: [such as fuel tanks, generators, outbuildings, fences, utilities in the permit area, and access roads]

The location of the permit area is shown generally on the communications site management plan and/or map dated \_\_\_\_\_, for the \_\_\_\_\_ Communications Site, which is incorporated into this permit as Appendix A.

The following additional appendices are incorporated into this permit:

[list additional appendices]

This permit is subject to the following terms and conditions.

## **I. GENERAL TERMS**

A. **TERM**. This permit shall expire at midnight on [date].

B. **RENEWAL**. The use and occupancy authorized by this permit may be renewed upon expiration, provided that, as determined by the authorized officer, (1) the holder desires to renew the use and occupancy; (2) the communications facilities are still being used for the purposes authorized; (3) the communications facilities are being operated and maintained in accordance with all the terms and conditions of this permit; and (4) the holder is in compliance with all the terms and conditions of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

C. **AMENDMENT**. This permit may be amended in whole or in part by the Forest Service when deemed necessary or desirable by the authorized officer to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 219.

D. **COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS**. 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.

E. **RESERVATIONS**. All rights not specifically granted to the holder are reserved to the Forest Service, including:

1. The right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the Forest Service under any law or regulation.
2. The right to use, administer, and dispose of all natural resources and improvements other than the communications facilities, including the right to use roads and trails and authorize rights-of-way and other uses in the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the Forest Service agree are necessary to protect public health and safety, property, and the installation and operation of the communications facilities, the permit area shall remain open to the public for all lawful purposes.
3. The right to modify the communications site management plan as deemed necessary by the authorized officer.
4. The right to require common use of the permit area and to authorize use of the permit area, including the subsurface and air space, for compatible uses.

F. **ASSIGNABILITY**. This permit is not assignable or transferable.

## G. TRANSFER OF TITLE TO THE IMPROVEMENTS

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

H. CONVEYANCE OF LANDS COVERED BY THIS PERMIT. The authorized officer shall give the holder at least 90 days prior written notice of any pending conveyance of the lands covered by this permit. With the holder's consent, the Forest Service may convey the lands covered by this permit without reserving the right-of-way granted by this permit. If the holder does not consent to conveyance without reservation of the right-of-way, the Forest Service may convey the lands covered by this permit only if the lands are subject to the right-of-way granted by this permit.

## II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the permit area shall be in accordance with stipulations in the communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the permit area, as well as revisions of those plans, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

## III. HOLDER'S RESPONSIBILITIES

A. RENTAL OF SPACE. The holder is authorized to rent space and provide other services to customers and tenants in the communications facilities authorized by this permit and shall charge each customer or tenant a reasonable rent without discrimination for the use and occupancy of the facilities and services provided. The holder shall not impose unreasonable restrictions or restrictions restraining competition or trade. By October 15 of each year, the holder shall provide the authorized officer a certified statement listing by category of use all tenants and customers in the communications facilities authorized by this permit on September 30 of that year.

B. COMMUNICATIONS SITE MANAGEMENT PLAN. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the authorized officer.

C. LACK OF A DUTY OF THE UNITED STATES TO INSPECT. The obligations of the holder under this permit are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the permit area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms or conditions of this permit. The holder waives all

defenses of laches or estoppel against the United States. The holder shall at all times keep the title of the United States to the permit area free and clear of all liens and other encumbrances.

D. COMPLIANCE WITH APPLICABLE COMMUNICATIONS REQUIREMENTS. Use of communications equipment under this permit is contingent upon possession of a valid Federal Communication Commission (FCC) license or National Telecommunications and Information Administration (NTIA) authorization and operation of that equipment is in strict compliance with applicable requirements of the FCC or NTIA. A copy of each FCC license or NTIA authorization shall at all times be maintained by the holder for each transmitter being operated. Upon request, the holder shall provide the authorized officer with a current copy of all FCC licenses and NTIA authorizations for communications equipment in or on facilities covered by this permit.

E. OPERATION OF COMMUNICATIONS EQUIPMENT. The holder shall ensure that communications equipment operated by the holder and the holder's tenants and customers in the communications facilities authorized by this permit operates in a manner that will not cause harmful interference with the operation of existing communications equipment in or adjacent to the permit area. If the authorized officer or authorized FCC official determines that use of communications equipment by the holder or the holder's tenants and customers interferes with existing communications equipment, the holder shall promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or authorized FCC official.

F. TECHNICAL INFORMATION. Upon request, the holder shall furnish the authorized officer with technical information concerning the communications equipment located in the permit area. Both the authorized officer and holder shall follow federal guidelines when dealing with classified or sensitive security information.

G. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), 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, 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.
2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with tenants and customers with respect to the operations authorized under this permit.
3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the permit area and at other exterior or interior locations, as directed by the Forest Service.
4. 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.

H. USE OF NATIONAL FOREST SYSTEM ROADS AND TRAILS. The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the communications site management plan.

I. CONDITION OF OPERATIONS. The holder shall maintain the communications facilities and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized

officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect National Forest System resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

J. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and communications facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or communications facilities authorized by this permit. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

#### **IV. RIGHTS AND LIABILITIES**

A. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the holder for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

C. SERVICES NOT PROVIDED. This permit is for the use and occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other service by an entity or individual.

D. RISK OF LOSS. The holder assumes all risk of loss to the communications facilities. Loss to the communications facilities may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the communications facilities are destroyed or substantially damaged, the authorized officer shall, in consultation with the holder and other affected agencies, conduct an analysis to determine whether the communications facilities can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

E. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

F. LIABILITY FOR INJURY. As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land caused by its operations and activities under the terms of this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims and to repair damages to the land within the permit area. The Forest Service is exempt from any liability, other than administrative costs, that may arise in connection with use of the

permit area.

## **V. RESOURCE PROTECTION**

A. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, CERCLA, as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

B. **WATER POLLUTION.** No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

C. **VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

D. **PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, or fish without the prior written approval of the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

E. **ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

F. **NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

G. **PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The

location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 *et seq.*, as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or identified in the communications site management plan. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these areas by the holder or the Forest Service shall be promptly reported to the other party.

H. CONSENT TO STORE HAZARDOUS MATERIALS. For purposes of this clause, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

**<USER NOTES FOR CLAUSES V.H.1, V.H.2, and V.H.3>**

**< Include clauses V.H.1, V.H.2, and V.H.3 when consenting to store hazardous materials. Otherwise, delete them.>**

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.
2. If hazardous materials are used or stored at the site, the authorized officer may require the holder to deliver and maintain a surety bond.
3. The holder shall not release any hazardous material onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer may specify conditions that must be met, including conditions more stringent than those imposed by federal, state, and local regulations, to prevent releases and protect natural resources.

**I. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the Forest Service authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart

B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service free and clear of contamination.

J. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all applicable federal, state, and local laws and regulations.

## VI. RENTAL

A. HOLDER'S USE AND OCCUPANCY. The holder's occupancy and use under this permit are exempt from rent under federal law and regulation.

B. TENANTS' USE AND OCCUPANCY. The holder shall pay rent annually as determined by the authorized officer in accordance with law, regulation, and policy for any tenant's occupancy and use of the facilities authorized by this permit. The annual rent shall be adjusted by the authorized officer each year using the Consumer Price Index–Urban (CPI–U); to reflect changes in market value and tenant occupancy; and to include phase-in rent, if applicable.

C. DUE DATE. Rent is due and payable at the close of business on January 1 of each year for which a payment is due. Payments shall be made by check, draft, money order, or intergovernmental payment system to the USDA, Forest Service. If the due date for the rent or rent calculation statement falls on a non-work day the payment will not be due until the close of business on the next work day. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

## D. LATE PAYMENTS

1. Interest. Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the U.S. Treasury (i.e., the U.S. Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the *Federal Register* and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

2. Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.



3. Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

4. Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

5. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq.*

(d) Disclosure to consumer or commercial credit reporting agencies.

## **VII. REVOCATION, SUSPENSION, AND TERMINATION**

A. REVOCATION AND SUSPENSION. The authorized officer may not revoke or suspend this permit without the consent of the head of the agency that holds this permit.

B. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 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.

C. TERMINATION. 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. For example, this permit terminates upon expiration or upon a change in ownership of the communications facilities. Termination of this permit does not require notice, a decision document, or any environmental analysis or other documentation. 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.

D. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove within a reasonable period prescribed by the authorized officer all structures and improvements installed by the holder in the permit area and shall restore the site to the satisfaction of the authorized officer. Prior to conducting any removal or restoration activities, the holder shall prepare a removal and restoration plan for the permit area, which must be approved in writing by the authorized officer.

E. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms and conditions shall remain in effect and shall be binding on the holder.

**VIII. MISCELLANEOUS PROVISIONS**

A. MEMBERS OF CONGRESS. 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.

B. CURRENT ADDRESSES. The Forest Service and the holder shall keep each other informed of current mailing addresses.

C. DOCUMENTATION. The permit holder must provide the authorized officer with documentation that the signatory for the holder has the authority to bind the holder to the terms and conditions of the permit.

D. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**<If necessary, add clauses to address site-specific circumstances.>**

This permit is accepted subject to the conditions set out above.

**<BEFORE THIS PERMIT IS APPROVED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.>**

**[FEDERAL AGENCY NAME]**

**U.S. DEPARTMENT OF AGRICULTURE  
Forest Service**

By: \_\_\_\_\_

By: \_\_\_\_\_

**[AUTHORIZED OFFICER]**

**[AUTHORIZED OFFICER]**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**<Attach maps and other appendices.>**

**Burden and NonDiscrimination Statements**

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*

*The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.*

