

USDA, Forest Service  <b>SPECIAL-USE APPLICATION &amp; PERMIT FOR RECREATION EVENTS</b> (Ref.: 36 CFR 251)  Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)	<b>FOREST SERVICE USE TYPE 149</b>		
	DATE RECEIVED <input type="text"/>	ISSUE DATE <input type="text"/>	EXPIRATION DATE <input type="text"/>
	#EXPIRATION_DATE# REG. / FOR. / DIST.	AUTH. ID.	STATE / COUNTY <input type="text"/>
	#REGION_FOREST_DISTR#	#AUTH_ID#	

**PART I - APPLICATION**

**1. APPLICANT INFORMATION:**

Name of Group:  Applicant's Agent:

Name of Contact:  Agent's Address:

Address:

Phone: (  )  -   
 )  -

Agent's Phone: (  )  -

Corporate Tax ID or SSN:  Fax Number:

E-mail Address:

**IF AN OPERATING PLAN IS REQUIRED, SIGN APPLICATION AND STOP HERE. OTHERWISE, COMPLETE ITEMS 2 THROUGH 7.**

**2. DESCRIPTION OF PROPOSED ACTIVITY:**

**3. LOCATION & DESCRIPTION OF NATIONAL FOREST SYSTEM LANDS & FACILITIES APPLICANT WOULD LIKE TO USE (INCLUDE MAP):**

**4. ESTIMATED NUMBER OF PARTICIPANTS & SPECTATORS FOR PROPOSED ACTIVITY:**

Participants:  Spectators:

**5. STARTING & ENDING DATE & TIME OF PROPOSED ACTIVITY:**

Start:   End:    
Date Time Date Time

**6. ESTIMATED REVENUE COLLECTED FOR EVENT:**

Amount:  Type of Fees:

(Include event charges, vendor fees, discounts, sponsorship related fees, gratuities)

**7. NAME OF PERSON(S) WHO WILL SIGN A SPECIAL-USE AUTHORIZATION ON BEHALF OF THE EVENT:**

I hereby acknowledge that is an application only, and that the use and occupancy of National Forest System lands is not authorized until an authorization is signed and issued by an authorized officer.

Printed Name:

Signature: \_\_\_\_\_

Date:

18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false writing shall be fined not be more than \$10,000 or imprisoned not more than five years, or both.

**PART II – PERMIT**

**<User Note: Case File: Attach Part II-Permit to Part I-Application>**

1. Use under this permit shall begin on and end on #EXPIRATION\_DATE#. The permit shall not be extended.

2. The estimated fee for this use is . It shall be paid in advance and is not refundable. Within 30 days of conclusion of the event the holder shall submit final records of gross revenue collected for reconciliation for any additional fees due the United States.

3. #HOLDER\_NAME# of #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#, #HOLDER\_CITY#, #HOLDER\_STATE# #HOLDER\_ZIP# (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as: #TOWNSHIP\_SECT\_RANGE# #FIRST\_DIVISION# #FIRST\_DIV\_NAME\_NUMBER#, #SECOND\_DIVISION# #SECOND\_DIV\_NAME\_NUMBER#, #THIRD\_DIVISION# #THIRD\_DIV\_NAME\_NUMBER#, as shown in attached Exhibit(s) . This authorization covers approximately #USE Acres# acres and/or #USE\_MILES# miles.

4. The holder is authorized to conduct the following activities and install the following improvements in the permitted area:

#PURPOSE#

5. The holder shall conduct the authorized activities according to the attached approved plans and specifications, Exhibit(s) . The holder shall not install any improvements not specifically identified and approved above or in exhibits.

6. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.

7. The holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations, which are applicable to the area or operations covered by this permit.

8. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.

9. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions, which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

10. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.

11. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest System lands under this permit.

12. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the authorization 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 outstanding in third parties.

14. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this authorization, the holder shall immediately remove all improvements except those owned by the United States and shall restore the site within  days, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

15. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. Upon approval of the authorized officer, the holder may enter into agreements with third parties to exercise the rights and privileges granted by this authorization.

16. The holder is required to comply with standards for adequacy and type of services set out in the attached operating plan.

17. Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

18. The holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.

19. 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 the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate, and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

20. For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of sublees operating within the authority of this authorization, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information so obtained shall be treated as confidential as provided in regulations issued by the Secretary of Agriculture. The holder shall retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise approved by the authorized officer in writing.

21. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR Part 214 or revisions thereto.

22. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this authorization.

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

#INSERT TERM HERE#

I have read and understand the terms and conditions and agree to abide by them.

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

Holder Name: \_\_\_\_\_

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

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

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

Authorization is granted:

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

Name: \_\_\_\_\_

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

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

**HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY**

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. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. 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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

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.



## **FACILITIES**

13. Facilities provided (i.e. tents, canopies, stage, booths, benches, chairs, showers):
  
14. Provisions for drinking water (quantity, locations, bottled vs. truck):
  
15. Signing (i.e. route marking, parking, trails, event schedules):
  
16. Sanitation Plan (i.e. number of toilets, garbage cans, recycle bins):
  
17. Accommodations for disabled visitors (i.e. parking, access):
  
18. Describe power supply requirements:
  
19. Describe public address system requirements:

## **VENDORS**

20. Will food or beverages be provided? Yes\_\_\_ No\_\_\_ If no, go to 27.
21. Included in price? Yes\_\_\_ No\_\_\_
  
22. Agreements with vendors or caterers: Yes\_\_\_ No\_\_\_
23. Number of vendor or caterers:
24. Location of food or beverage (identify on map):
25. Alcohol for sale? Yes\_\_\_ No\_\_\_ Vendor obtained state and local permits? Yes\_\_\_ No\_\_\_
26. Insurance coverage for alcohol: Yes\_\_\_ No\_\_\_  
Attach a copy of the liability portion & and all endorsements and exclusions
27. Other products for sale (i.e. t-shirts, hats, ice, souvenirs):
  
28. Other equipment for rental (i.e. snowmobiles, skis, boards, jet-skis, rafts, kayaks):

29. List additional third-party agreements:

### **PARKING AND VEHICLES**

When planning for parking, be aware that one lane must always be open for emergency vehicles.

30. Amount of parking needed (i.e. number of spaces, acres, include disabled parking):

31. Locations (identify on map):

32. Parking attendants and locations used (i.e. parking direction, lot full posting, information):

33. Parking lot security (i.e. overnight parking, remote lots):

34. Traffic controls (i.e. one way, signing):

35. Shuttle service (type, when and where used):

36. Will any road closures be needed? (where and how long):

### **SAFETY/COMMUNICATIONS/MEDICAL**

37. Attach Medical Plan and include the following:

- Access for emergency vehicles (i.e. ambulance, helicopter landing zones)
- Number and location of first aid stations
- Names and qualifications of any medical staffing
- List of emergency phone numbers and local hospitals/clinics

38. Describe communications type and number of equipment used:

39. Specify safety closures for high-risk areas and protection of spectators (i.e. barriers, closures, restricted areas):

### **ADVERTISING**

All advertisements must include acknowledgment that the event is located on the National Forest.



40. Description of event advertising (i.e. flyers, radio, TV, magazines, internet):

41. Target audiences (i.e. local regional, national, limited membership):

42. Planned filming (i.e. land, air, water):

43. What is the reason for filming (i.e. advertising, promotion):

44. Type of advertising proposed for the event (i.e. banners, signs, posters, commercial vehicles):

#### **CLEANUP**

45. Time frame to remove all facilities and garbage after the event (including removal of signs, advertising flagging, route markers):

46. Garbage collection site location (landfill or transfer station):

47. Mitigation plan to rehabilitate resource damage (i.e. closures, revegetation):

48. Time frame to complete mitigation:

#### **FEES**

Land use rental fees are 5% of adjusted gross receipts for onetime events and 3% of adjusted gross receipts for multiple events under one permit. Adjusted gross receipts is the gross revenue less the cost to the holder of the permit of prizes awarded. Only those prizes which are paid for by the holder or come from the entry fee costs can be deducted. Donated prizes cannot be deducted.