

Section 3: Activity Information

- 10a) Choose an Activity Type:
- | | | |
|----------------------|---------------------|----------------|
| Special Access | Cabins/Subsistence | Events |
| Construction | Ceremonial Activity | Trapping |
| Group Visit | Wood Cutting | Mapping/Survey |
| Educational Activity | Other | |

10b) Specify activity if "Other" was chosen:

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.

11) Describe the specific dates, times, and frequency of activities. Provide an occupancy timeline showing how the activity is expected to proceed:

12) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

13) If unmanned aerial vehicles or similar devices will be used, describe why the device is needed and provide specifics on how it will be used:

14) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes No N/A

For group, ceremonial, and educational activities provide:

15) Expected number of participants, if applicable: Children (1-18) Adults Total

16) Grade level of educational group, if applicable: Grade

17) Will U.S. Fish and Wildlife Service staff time/assistance be required for group activities? Yes No N/A

17b) If yes, what is the anticipated time frame?

Section 4: License/Insurance Coverage/Certification/Permit

Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.

18) List and attach a copy of any insurance coverage(s) you have such as general liability, aviation, grounding liability, contaminants applicator, medical evaluation, or others, if required:

Insurance Type	Carrier Name	Policy Number

19) List and attach a copy of any relevant licenses, certifications, and permits, if required:

License/Certification/Permit Type	Permit Number (if applicable)	Issued to:

Section 5: Logistics and Transportation

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

20a) Does the activity require personnel to stay overnight on the refuge? Yes No N/A

20b) If yes, list names of personnel involved:

List Names	List Names	List Names	List Names

20c) Specifically describe onsite work and/or living accommodations:

21) Specifically describe onsite hazardous material storage or other onsite material storage space:

22) Specifically describe all major equipment/gear and materials used, if required:

23a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

23b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite, intersite, and/or ship-to-shore transportation, if required:

Type of Transportation (onsite, intersite, or ship-to-shore)	Equipment Type	License/I.D./Registration Numbers

Sign, date, and return this form to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.

Signature of Applicant:

Date of Application:

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**

NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). 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 currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

We estimate public reporting for this collection of information averages:

Original submission - paper-based: 30 minutes
Original submission - electronic: 20 minutes
Amended submission - paper based: 15 minutes
Amended submission - electronic: 12 minutes
Renewals - paper based: 20 minutes
Renewals - electronic: 15 minutes

These estimates include time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, Fish and Wildlife Service, U.S. Department of the Interior, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email at Info_Coll@fws.gov. Please do not send your completed form to this address.

GENERAL CONDITIONS AND REQUIREMENTS

Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.

Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.

Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the suffering from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to the permit prior to approval.

1a-1c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all of the information requested. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

2-8) Provide full name, organization (if applicable), physical and/or mailing address, phone, fax, and e-mail.

9) Provide known names and addresses of assistants, subcontractors or subpermittees. Names and address are only required if the assistants, subcontractors or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors or subpermittees that are accompanied by the permittee need not be identified.

10a-10b) Activity type: check one of the following categories: Special Access, Construction, Event, Cabin/Subsistence (subsistence cabins are only allowed on Alaska Refuges), Educational Activity, Ceremonial Activity, Wood Cutting, Firewood Collection, Trapping (non-commercial), Mapping/Survey (non-commercial and non-archeological), Other. If "other" was chosen for activity type, specify the activity in the space provided.

11) Provide detailed information on the activity, including times, occupancy timeline, frequency, and how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from the previous permit. Most repetitive activities such as group visits do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require an activity description.

12) Identify specific location (GPS coordinates preferred) if not at a named facility and attach a map with location. Most repetitive activities such as group visits do not require a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a location.

13) If an unmanned aerial vehicle, drone, or similar device will be used for this activity, describe in detail why the device is necessary to complete the activity and provide specifics on how the device will be used.

14) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.

15-16) Provide an estimate of the number of adults, children, and grade level of group, if applicable.

17a-17b) Identify if group activities will require onsite refuge staff and the anticipated time frame, if applicable.

18) Provide name, type, carrier of insurance and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require insurance and type of insurance.

19) Specifically identify type(s) and number(s) of other licenses, certifications or permits, and provide copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the type(s) of licenses, certifications or permits required, and to coordinate the simultaneous application of several types of licenses, certifications or permits. We may or may not issue this Special Use Permit (SUP) while the permittee obtains other licenses, certifications, and/or permits.

20a-20c) Provide name(s) of any personnel required to stay overnight and specifically describe onsite work and/or living accommodations, if applicable.

21) Specifically describe onsite hazardous material storage, or other onsite material storage space (including on and offsite fuel caches).

22) Identify all equipment and materials that will be used, if required. Most repetitive events such as group visits do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a list of equipment.

23a-23b) Provide vehicle descriptions and license plate or identification numbers of all vehicles including boats and aircraft, if required. We only require motor vehicle descriptions for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by the refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

26) Sign, date, and print the application. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that any deviations or changes to this information must receive prior written approval. Click on the Print button to print the application (if using the fillable version). The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you for signature and acceptance.