

SPECIAL USE APPLICATION AND TEMPORARY PERMIT FOR OUTFITTING AND GUIDING

Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
(Ref.: FSH 2709.11, section 41.53)

<Part I of this form may be used by proponents or applicants to request a temporary use permit for outfitting and guiding. >

PART I – APPLICATION

1. APPLICANT INFORMATION

Applicant Name: _____

Business Name: _____

Applicant's Complete Address: _____

Telephone Number: (____) _____ - _____

Fax number (____) _____ - _____

E-mail Address _____

Website _____

As an applicant, are you (must check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | If yes, are you a citizen of the United States? |
| <input type="checkbox"/> Corporation | If yes, provide a copy of your state certificate of good standing. |
| <input type="checkbox"/> Limited Liability Company | If yes, provide a copy of your state certificate of good standing. |
| <input type="checkbox"/> Partnership or Association | If yes, provide a copy of your partnership or association agreement. |
| <input type="checkbox"/> State Government or Agency | (Includes state universities) |
| <input type="checkbox"/> Local Government or Agency | (Includes high schools) |
| <input type="checkbox"/> Nonprofit | (Please attach a copy of your IRS Form 990) |

Under the Regulatory Flexibility Act, a small entity is a firm that is "independently owned and operated" and "not dominant in its field of operation." The United States Small Business Administration has developed size standards to identify what is considered a small business. Under these standards, a business with annual receipts of less than \$6.5 million constitutes a small business for recreation industries. Additionally, a small organization is any nonprofit enterprise that is independently owned and operated and not dominant in its field. A small government jurisdiction is a government of a city, county, town, township, village, school district, or special district with a population of less than 50,000.

Under these criteria, are you a small entity? _____

2. DESCRIPTION OF PROPOSED ACTIVITY

Please include:

- The number of service days requested (or quota equivalent).
- The anticipated number of trips and party size.
- Trip Itinerary with:
 - o Starting and ending dates of the proposed operations.
 - o Location of routes and starting and ending points for the proposed operations (include a map showing these locations).
- Services that will be offered to clients (identify any services that will be provided by a party other than the holder).
- A description of your client base or audience.
- A list of government facilities you propose to use, e.g., a boat launch, parking lot, or trailhead.
- A list of temporary improvements or signs that you propose to use.
- A statement of whether the proposed operations involve motorized equipment.
- A statement of whether the proposed operations involve transportation livestock, and if so, whether grazing is requested.
- A statement of whether an assigned site is requested.
- A description of cleanup and restoration during and after the proposed operations.

3. ADVERTISING. Provide a current brochure and current advertising materials or website address.

4. CLIENT CHARGES. Provide a description of client charges and fees and what they cover. Attach a current rate sheet.

5. GUIDE IDENTIFICATION

- Attach a list of all guides who would be working under the permit.
- Describe your requirements for employment and staff training programs.
- Attach copies of current CPR and First Aid certifications, Wilderness First Responder cards, and other applicable certifications for guides. Please do not send copies of social security cards or passports. Send driver's licenses only if driving is part of the outfitting and guiding service.
- If the state in which your activity would occur requires licensing for outfitters and guides, include a copy of relevant licenses.

6. OPERATING PLAN. Attach an operating plan that addresses client and visitor safety, evacuation and emergency procedures, and resource protection with respect to your proposed operations and location.

7. LIABILITY INSURANCE. The holder will be required to obtain liability insurance in an amount satisfactory to the authorized officer (see FSM 2713.1). The insurance policy must name the United States as an additional insured. A copy of the certificate of insurance must be provided to the authorized officer prior to issuance of a permit.

8. CLIENT'S ACKNOWLEDGMENT OF RISK FORM. If you plan to use an acknowledgment of risk form, attach a copy.

9. EXPERIENCE. List all permits for outfitting and guiding on National Forest System lands that you have held in the past 3 years. If you received a performance evaluation from the Forest Service, attach a copy. If you are relying on outfitting and guiding experience with other federal or state agencies, list any permits that you have held with those agencies in the past 3 years and provide a copy of any performance evaluations received. List all citations or violations received in association with outfitting and guiding activities.

10. SIGNATURE. I hereby certify that I am of legal age and am authorized to do business in the State or Commonwealth of _____. I have personally examined the information contained in this application and certify that this information is correct to the best of my knowledge. I hereby acknowledge that this is an application only, and that the use and occupancy of National Forest System lands is not authorized until a special use permit is signed and issued by an authorized officer.

Printed Name: _____ Signature: _____ Date _____

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 statements or representations shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

PART II – TEMPORARY SPECIAL USE PERMIT FOR OUTFITTING AND GUIDING
Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
(Ref. FSH 2709.11, section 41.53 and 37.21b)

<For the permit file, attach “Part II–Permit” to “Part I–Application.” Use this permit to authorize temporary outfitting and guiding in amounts up to 200 service days or the equivalent in quotas for periods up to 180 days. If use is allocated as a quota rather than service days, compute the service day equivalent for the quota and enter that number. In addition, describe the quota or delete the quota line. Enter “0” for assigned site or grazing use if not applicable. >

#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.

This temporary use permit is issued for the purpose of authorizing the following outfitting and guiding activities on National Forest System lands:

#PURPOSE#

_____ temporary use service days [“or the service day equivalent of a quota”] for _____
[if appropriate, designate activity or district]

Selection item 1: Select to have clause appear.

The quota for this use is [“Describe the quota. For example, the quota for this use is 3 launches per day, 6 people per launch, 2 days each week for 2 weeks”].

Selection item 2: Select to remove item 1 and have nothing appear.

_____ assigned sites for _____
_____ grazing use (in head months (HMs))

<All permits must have an operating plan and trip itinerary. The authorized officer may include site-specific conditions in the permit, if needed. Delete Appendix D if it does not apply.>

The following appendices are attached to and made a part of this permit:

- Appendix A – Operating Plan
- Appendix B – Trip Itinerary
- Appendix C – Map of the Authorized Area
- Appendix D – Site-Specific Conditions

I. GENERAL TERMS AND CONDITIONS

A. AUTHORITY. This permit is issued pursuant to Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on #EXPIRATION_DATE#. The term for this temporary permit shall not exceed 180 days.

D. RENEWAL AND EXTENSION. This permit is not renewable. Upon expiration of the permit all use shall return to the temporary use pool.

E. AMENDMENT. This permit may be amended, provided that the total use authorized not exceed 200 service days or the equivalent in quotas and the term of the permit does not exceed 180 days. Any amendments to this permit must be in writing and must be signed and dated by the authorized officer.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the 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 fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves 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 United States under any law or regulation. The Forest Service reserves the right to allow others to use 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 authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. OPERATING PLAN. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit and is attached as Appendix A. You would be required to notify the Forest Service in writing of any staff changes during your operating season.

B. TRIP ITINERARY. The trip itinerary submitted in the application corresponding to this permit is incorporated as the trip itinerary for this permit and is attached as Appendix B.

C. REQUIRED LICENSES. The holder shall obtain all licenses required for conducting the activities authorized by this permit.

D. CONDITION OF OPERATIONS. The holder shall maintain the 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.

E. PROHIBITION ON USE OF MECHANIZED TRANSPORT OR MOTORIZED EQUIPMENT IN WILDERNESS AREAS.

The holder shall not use mechanized transport or motorized equipment in wilderness areas and shall not use mechanized transport or motorized equipment in proposed or potential wilderness areas without prior written approval from the authorized officer.

F. PROHIBITION ON IMPEDING OR INTERFERING WITH OTHER USES. The holder shall perform the activities authorized by this permit so as not to impede or interfere with administrative or other authorized uses of National Forest System lands.

G. RESTRICTION OF MOTOR VEHICLE USE. The holder shall restrict motor vehicle use to designated roads, trails, and areas, unless specifically provided otherwise in the operating plan.

H. RESOURCE PROTECTION. The holder shall conduct all activities so as to prevent or minimize scarring, erosion, littering, and pollution of National Forest System lands, water pollution, and damage to watersheds. In addition, the holder shall take precautions at all times to prevent wildfire.

I. PERFORMANCE OF SUPPORT SERVICES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

J. NONDISCRIMINATION

1. 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, 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 Act 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 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 premises 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.

K. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

L. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

M. SIGNS AND TEMPORARY IMPROVEMENTS. Signs posted and temporary improvements installed on National Forest System lands must have prior written approval from the authorized officer.

<Clauses II.N and II.O are optional and may be deleted. If deleted, reletter appropriately.>

Selection item 1: Select to have clause appear.

N. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by _____ [name of federal, state, or local authority]. The holder shall follow prevention and control measures required by _____ [name of federal, state, or local authority]. When determined to be necessary by the authorized officer, the holder shall develop a

plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

Selection item 2: Select to remove item 1 and have nothing appear. Reletter the following clause if necessary.

<Include the following clause in permits involving livestock. Delete for all other permits.>

Selection item 1: Use this clause in permits involving livestock.

O. . WEED-FREE HAY. The holder shall use only hay, grain, straw, pelletized feed, or mulch certified as noxious weed-free or noxious weed seed-free by a State Department of Agriculture or other authorized county official. The holder shall provide documentation of that certification to the authorized officer.

Selection item 2: Select to remove item 1 and have nothing appear.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. 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 214, 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.

B. THIRD-PARTY 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 United States is not liable to the holder for the exercise of any such right.

C. 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.

D. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty 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. For purposes of clauses III.D, III.F, and II.H, "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.

E. INDEMNIFICATION OF THE UNITED STATES. 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, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous material, pollutant, contaminant, oil in any form, or petroleum product into the environment. 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.

<USER NOTES FOR CLAUSE III.F>

**<Select the appropriate clause III.F below, in accordance with the type of insurance and holder.
READ ALL USER NOTES PRIOR TO SELECTION>**

Selection item 1: For policies with separate limits of coverage for personal injury or death and third-party property damage, use the following clauses III.F, III.F.1, and III.F.2.

F. INSURANCE. 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 the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service 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. The holder shall give 30 days prior written notice to the Forest Service of cancellation of the insurance policy by the holder or any modification to the insurance policy by the holder. Additionally, the holder shall immediately notify the authorized officer of cancellation of the policy by the insurance company. 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.

1. **Liability.** 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:

\$ _____ for injury or death to one person per occurrence,

\$ _____ for injury or death to more than one person per occurrence, and

\$ _____ for third-party property damage, per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

Selection item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.F, III.F.1, and III.F.2.

F. INSURANCE. 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 the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service 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. The holder shall give 30 days prior written notice to the Forest Service of cancellation of the insurance policy by the holder or any modification to the insurance policy by the holder. Additionally, the holder shall immediately notify the authorized officer of cancellation of the policy by the insurance company. 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.

1. **Liability.** 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 \$ _____ as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

Selection item 3: If the prospective holder is a federal agency, use the following clause III.F. >

F. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES. 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 damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

<User Note: If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage associated with the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage associated with the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause III.F of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitations on the state or its political subdivision.>

<END USER NOTES FOR CLAUSE III.F>

<Include the following clause in permits involving contracts for ancillary services as defined in FSH 2709.11, section 41.53d. Delete for all other permits.>

Selection item 1: Use this clause in permits involving contracts for ancillary services.

G. CONTRACTED SERVICES. The holder shall have in force an endorsement covering contracted services and equipment or, alternatively, shall procure a separate insurance policy that covers these services.

Selection item 2: Select to remove item 1 and have nothing appear.

H. MINIMUM WAGE REQUIREMENT. Executive Order 14026, *Increasing the Minimum Wage for Contractors*, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, are incorporated by reference into this authorization as if fully set forth in this authorization.

I. PAID SICK LEAVE REQUIREMENT. Executive Order 13706, *Establishing Paid Sick Leave for Federal Contractors*, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, are incorporated by reference into this authorization as if fully set forth in this authorization.

<In clause IV.A enter "0" for the assigned site fee and grazing fee if not applicable.>

IV. LAND USE FEE.

Selection item 1: Use this clause in permits involving revenue that is less than or equal to the maximum gross revenue allowed per 50 service days in FSH 2709.11, section 37.21b.

A. Land Use Fee. All fees must be paid in advance and are not refundable.

1. The land use fee for this permit is \$150 per 50 service days. This permit authorizes _____ [number and name of "service days" or the "quota equivalent in service days"] _____ and the fee is _____;
2. Additionally, the assigned site fee is _____ and;
3. The grazing fee is _____.

Selection item 2: Use this clause in permits under the Alaska Flat Fee System (see R10 2709.11, section 37.21c exhibit 01). Duplicate line 2a if more than one activity and the corresponding fee are authorized.

A. Land Use Fee. All fees must be paid in advance and are not refundable.

1. The minimum land use fee for this permit is [\$100].
- 2a. This permit authorizes _____ number and name of “service days” or the “quota equivalent in service days” _____ for [enter activity from R10, 2709.11, section 37.21c exhibit 01] at a fee of _____ [enter amount] per _____ [enter “client day” or “hunt”].
- 2b. The estimated total fee is _____;
3. Additionally, the assigned site fee is _____ and;
4. The grazing fee is _____.

Selection item 3: Select this clause in permits involving revenue that is more than the maximum gross revenue allowed per 50 service days in FSH 2709.11, section 37.21b.

A. Permit Fee. The holder shall pay to the USDA, Forest Service, a permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit. The annual permit fee shall include a commercial use fee and, if applicable, an assigned site fee and grazing fee, as enumerated in clauses IV.B, C, and D. The minimum annual permit fee for the authorized use and occupancy shall be \$_____. Estimates of service days, the number of assigned sites, and grazing use shall be determined from the operating plan. Estimated fees shall be calculated on an Estimated Fee Determination Sheet. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.B. Payments due before commercial operations commence are not refundable. The Forest Service shall adjust and calculate permit fees authorized by this permit to comply with any new permit fee system based on market value that may be adopted by statute, regulation or directive issued by the Chief after issuance of this permit.

1. **Commercial Use Fee.** The annual permit fee shall be determined in accordance with _____ [option A (fee schedule); option B (3% of gross revenue); option C (short-stop fee); option D (regional fee system such as Alaska Region flat fee system, or option E (fee pursuant to 36 CFR 251 Subpart E)].

(a) Definitions

- (1) **Adjusted Gross Revenue.** Gross revenue and revenue additions less applicable exclusions.
- (2) **Gross Revenue.** The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
- (3) **Revenue Additions.** The market value of the following items, which are added to gross revenue:
 - (A) The value of goods and services that are donated or the value of goods and services that are bartered in exchange for goods and services received that are directly related to the outfitted or guided trip; and
 - (B) The value of gratuities, which are goods, services, or privileges that are not available to the general public and that are donated or provided without charge to organizations; individuals; the holder's employees, owners, or officers; or immediate family members of the holder's employees, owners, or officers.
- (4) **Revenue Exclusions.** The following are excluded from gross revenue:
 - (A) Revenue derived from goods or services sold on private land that are not related to outfitting and guiding operations conducted on National Forest System lands, such as souvenirs, telephone toll charges, and accident insurance sales.
 - (B) Amounts paid or payable to a state government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.
 - (C) Revenue from the sale of operating equipment, rental equipment, capitalized assets, or other assets used in outfitting and guiding operations, such as horses, tack, watercraft, and rental skis and boots, which are sold periodically and replaced.
2. **Assigned Site Fee.** A fee shall be charged for the occupancy of National Forest System sites assigned to the holder. Assigned site fees shall not be prorated; the holder shall pay the full annual fee for each assigned site. No refunds or credits will be given for authorized but unused assigned sites.
3. **Grazing Fee.** A fee shall be charged for grazing livestock used in conjunction with the use and occupancy authorized by this permit. No refunds or credits will be given for authorized but unexercised grazing use.

- 4. Payment Schedule.** The holder shall pay the annual estimated permit fee, including the fee for commercial use, assigned site fee, and grazing fee, in advance of the authorized use, as follows:
- (a) Single Payment.** The holder shall pay the total annual estimated fee in advance when it is less than \$500.
 - (b) Two Payments.** The holder shall pay half the total annual estimated fee in advance and the remainder by mid-season when the total is equal to or greater than \$500, but less than \$2,500.
 - (c) Three Payments.** The holder shall pay one-third of the total annual estimated fee in advance and the remainder in two equal payments by mid-season when the total is \$2,500 or more.
 - (d) Final Payment.** The Forest Service shall reconcile annually the actual permit fee against permit fee payments made. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.
- 5. Documentation of Revenue.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.
- (a) Actual Use Report.** Within 30 days of completion of the holder's approved operating season, the holder shall submit to the authorized officer an actual use report in accordance with the format in Appendix E.
 - (b) Income Statements.** No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include gross revenue, the value of donated goods and services, the value of gratuities, the value and description of items excluded from gross revenue, and all adjustments, such as taxes deducted, and shall be broken down by permitted activities.
- 6. Fee Payment Issues**
- (a) Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
 - (b) Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by settlement terms or an appeal decision.
 - (c) Late Payments**
 - (A) 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 Treasury (i.e., the 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.
 - (B) Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.
 - (C) Penalties.** Pursuant to 31 U.S.C. 3717(e)(2), a penalty of 6% per year shall be assessed on the total amount of any debt, including interest and administrative costs, that is more than 90 days delinquent. The penalty shall accrue from the same date on which interest charges begin to accrue.
 - (D) 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 be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.
 - (d) 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 its implementing regulations. 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 120 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1) and its implementing regulations.

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

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

7. **Accounting Records.** The holder shall follow generally accepted accounting principles or another comprehensive basis of accounting, such as the cash, modified cash, or income tax basis of accounting, in recording financial transactions. The minimum acceptable accounting system shall include:

- (a) Systematic internal controls and separate recording of gross receipts from each type of business conducted under this permit, separate from any other commercial or personal activity. Receipts shall be recorded daily without reduction and, if possible, deposited into a bank account. Receipt entries shall be supported by documentation such as cash register tapes, sales invoices, reservation records, and cash accounts from other sources.
- (b) For permits with fees greater than \$10,000, when requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service.

<End select item 3.>

B. ACCESS TO ACCOUNTING RECORDS. The holder shall make all of 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.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. 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.

B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause V.A, the authorized officer shall give the holder notice of the grounds for the action to be taken and a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. Failure of the holder to take corrective action shall disqualify the holder from eligibility for another permit for three years.

C. IMMEDIATE SUSPENSION. 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 48 hours 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 prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit, including revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 214. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. 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. Examples include but are not limited to expiration of the permit by its terms on a specified date. 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.

VI. MISCELLANEOUS PROVISIONS

A. ADVERTISING. The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its website, 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 website regarding use of the permit area shall state that the permit area is located on the _____ National Forest or National Grassland.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

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

D. 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.

E. MERGER CLAUSE. This permit, and any appendices incorporated into this permit by reference, constitute the complete understanding of the parties to this easement as to the rights, duties, and obligations of each party as of the date of issuance of this permit. If there are any inconsistencies between any of the preceding clauses and any subsequent clauses or any appendices to this permit, the preceding printed clauses shall govern.

<Selection item 1: Use this signature block for individuals, partnerships, businesses, and all non-corporate entities.>

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

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

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

Authorization is granted:

HOLDER: #HOLDER_NAME#

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

<Selection item 2: Use this signature block for corporations.>

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

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

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

Authorization is granted:

HOLDER: #HOLDER_NAME#

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

The following certificate shall be executed by the secretary or assistant secretary of the corporation:

I, _____ [name of Secretary or Assistant Secretary], certify that I am the _____ [select Secretary or Assistant Secretary] of the corporation that executed the above permit; that _____ [name of signatory], who signed this permit on _____ [name of holder] was then _____ [title of signatory] of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of _____ [name of holder] by authority of its board of directors.

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

PAPERWORK REDUCTION ACT STATEMENT

According to the Paperwork Reduction Act of 1995, a Federal agency may not conduct or sponsor, and a person is not required to respond to, an information collection request unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection request is 0596-0082. Response to this information collection request is required to obtain or retain benefits, specifically, a special use authorization. The authority for this information collection request is Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h). The time required to complete this information collection request is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to Forest Service Information Collections Officer, SM.FS.InfoCollect@usda.gov, with OMB control number 0596-0082 in the subject line.

PRIVACY ACT STATEMENT

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act statement serves to inform you of the following concerning the collection of the information on this form.

Purpose: The Privacy Act of 1974 requires that the Director of Recreation, Heritage, and Volunteer Resources staff and the Director of Lands, Minerals, and Geology Management staff provide the following statements to individuals from whom they request information.

Authority: Collection of this information solicited on this form is authorized by Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h).

Routine Uses: The information collected will be used by Forest Service officials to ensure that your use of National Forest System lands is administered in accordance with applicable statutes, regulations, and directives. The information collected from you is retained in the Special Uses Data System (SUDS) and is retrieved by the Forest Service create reports for the Agency's Special Uses Program, generate bills for collection of land use fees for your authorization, monitor compliance with your special use authorization, and other matters pertaining to administration of your special use authorization. SUDS is a component of the Forest Service's Natural Resources Manager database (NRM). A complete list of the routine uses of NRM can be found in the system of records notice associated with this form, FS-24.

Disclosure: The submission of this information is required to obtain or retain benefits, specifically, a special use authorization.

NONDISCRIMINATION STATEMENT

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 the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit the 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.

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