

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

FS-2700-4m (XX/202X)  
OMB No. 0596-0082

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

**SPECIAL USE PERMIT FOR ARCHAEOLOGICAL INVESTIGATIONS**

**<Delete all user notes prior to printing.>**

**<USER NOTES FOR AUTHORITY>**

**<Select all authorities that apply. Delete any that do not apply.>**

**Authority:**

**The Archaeological Resources Protection Act of 1979, 16 U.S.C. 470aa-mm  
The Antiquities Act of 1906, 16 U.S.C. 431-433  
The Organic Act of 1897, 16 U.S.C. 551**

<b>1. Holder:</b>	<b>2. Date of corresponding application:</b>
<b>3. Address:</b>	<b>4. Telephone numbers:</b>
<b>5. Email addresses</b>	
<b>6. Name of Authorized Officer:</b>  Telephone numbers:  Email addresses:	<b>7. Name of principal investigators:</b>  Telephone numbers:  Email addresses:
<b>8. Name of field directors authorized to carry out field projects:</b>	<b>Telephone numbers:</b>  <b>Email addresses:</b>

<p style="text-align: center;"><b>&lt;USER NOTES FOR BLOCK 9&gt;</b>  <b>&lt;Select the activities that apply. Delete any that do not apply.&gt;</b></p> <p><b>9. Activities authorized:</b></p> <p>Consulting: Project-specific</p> <p>Consulting: Blanket (non-ground-disturbing survey only) Academic Research (consulting activities not authorized) Non-ground-disturbing activities (such as surveys)</p> <p>Non-ground-disturbing activities that include limited testing (e.g., shovel tests or scrapes)</p> <p>Ground-disturbing activities (e.g., excavation or collection) involving archaeological resources more than 100 years old.</p> <p>Ground-disturbing activities (e.g., excavation or collection) involving archaeological resources 100 years old or less.</p>
<p><b>10. Legal description of National Forest System lands authorized for use (hereinafter "the permit area"):</b></p>
<p><b>11. Permit term:</b></p> <p>From: _____ To: _____</p>
<p><b>12. Name and address of the curatorial facility in which collections, records, data, photographs, and other documents resulting from activities conducted under this permit shall be deposited for permanent preservation on behalf of the United States Government:</b></p>

**I. GENERAL TERMS**

**<USER NOTES FOR CLAUSE I.A>**

**<Insert the applicable statutory authorities from page 1 of the permit.>**

**A. AUTHORITY.** This permit is issued pursuant to [authority], 36 CFR Part 251, Subpart B, 36 CFR Part 296, the Uniform Rules and Regulations of the Antiquities Act of 1906, 43 CFR Part 3, and applicable Forest Service policies and procedures and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer for this permit is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

**C. ANNUAL REVIEW.** If this permit is issued for more than one year, it shall be reviewed annually by the authorized officer.

**D. CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. The holder may request an extension of this permit for a limited, specified period to complete activities authorized under this permit. Requests for an extension must be submitted in writing at least one month before expiration of this permit.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218. Any amendments to this permit under this clause 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 apply to the permit area, to the extent they do not conflict with federal law, regulations, 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.

**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 holder shall allow the authorized officer or the authorized officer's representative full access to the permit area at any time the holder is in the field for purposes of examining the permit area and any recovered materials and related records. 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.

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

## **II. OPERATIONS**

**A. OPERATING PLAN.** The application corresponding to this permit is incorporated as part of this permit and is attached as Appendix A. The authorized officer may supplement the information contained in the permit and incorporate an operating plan as appropriate or necessary.

**B. REQUIRED PERMITS.** The holder shall obtain all other permits required for conducting the activities authorized by this permit.

**C. QUALIFIED INDIVIDUALS.** Archaeological project design, literature review, development of regional historical contexts, site evaluation, conservation and protection measures, and recommendations for subsequent investigations shall be developed with direct involvement of an individual who meets the Secretary of the Interior's Historic Preservation Professional Qualifications Standards in Archaeology (Appendix A to 36 CFR Part 61) or the qualifications codified at 36 CFR 296.8. Fieldwork shall be overseen by an individual who meets the Secretary of the Interior's Historic Preservation Professional Qualifications Standards in Archaeology.

**D. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements 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.

**E. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM 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 operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

**F. PROHIBITION ON USE OF MECHANIZED EQUIPMENT IN WILDERNESS AREAS.** The holder shall not use mechanized equipment in wilderness areas and shall not use mechanized equipment in proposed or potential wilderness areas without prior written approval from the authorized officer.

**G. PROHIBITION ON FLINT KNAPPING AND LITHIC REPLICATION EXPERIMENTS.** The holder shall not conduct any flint knapping or lithic replication experiments at any archaeological site, aboriginal quarry source, or non-archaeological site that might be mistaken for an archaeological site as a result of such experiments.

**H. 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.

**I. MINIMIZING GROUND DISTURBANCE.** The holder shall keep ground disturbance to a minimum consistent with the nature and purpose of the authorized fieldwork.

**J. 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. The holder may not burn debris without prior written approval from the authorized officer.

**K. PREVENTION OF INJURY.** The holder shall take precautions to protect livestock, wildlife, the public, and other users of National Forest System lands from accidental injury at any excavation site.

**L. DESTRUCTION AND FELLING OF TREES OR OTHER VEGETATION.** The holder shall not destroy or fell any trees or other vegetation on National Forest System lands without prior written approval from the authorized officer.

**M. RESOURCE MANAGEMENT FACILITIES.** The holder shall not disturb resource management facilities, such as fences, reservoirs, and other improvements, within the permit area without prior written approval from the authorized officer. Where disturbance of a resource management facility is necessary, the holder shall return it to its prior location and condition.

**N. BACKFILLING.** The holder shall backfill all subsurface test and excavation sites as soon as possible after recording the results and shall restore subsurface test and excavation sites as closely as possible to their original contour.

**O. REMOVAL OF STAKES AND FLAGGING.** The holder shall remove temporary stakes and flagging installed by the holder upon completion of fieldwork.

**P. SITE RESTORATION.** The holder shall restore all camp and work areas to their original condition before vacating the permit area. Refuse shall be carried out and deposited in disposal areas approved by the authorized officer.

**Q. TITLE TO ARTIFACTS AND ASSOCIATED DOCUMENTATION.** Archaeological and historical artifacts excavated or removed from National Forest System lands and any associated documentation shall remain the property of the United States.

**R. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA).** 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 leave these discoveries intact and in place. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer 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 authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any pre-conditions have been met.

**S. ADDITIONAL REQUIREMENTS.** Prior to beginning any fieldwork under the authority of this permit, the holder shall contact the authorized officer responsible for administering the lands involved to obtain further instructions regarding current land and resource conditions.

### **III. REPORTING REQUIREMENTS**

#### **<USER NOTES FOR CLAUSES III.A, III.B, AND III.C>**

**<Select and complete the appropriate time frame for submission of the preliminary, draft final, and final reports. Delete the other time frames.>**

**A. PRELIMINARY REPORT.** The holder shall submit a preliminary report to the Designated Forest Service Heritage Professional within [\_\_\_ days/\_\_\_ weeks] of completion of the first stage of fieldwork. The preliminary report shall enumerate what was done during the first stage of fieldwork, how it was done, by whom, where, and with what results, including maps, global positioning satellite data, an approved site form for each newly recorded archaeological site, and the holder's professional recommendations for identified resources on their eligibility for inclusion on the National Register of Historic Places regarding resource significance, as appropriate. Depending on the scope, duration, and nature of the work, the Designated Forest Service Heritage Professional may require progress reports periodically for the duration of the authorized activities.

**B. DRAFT FINAL REPORT.** Within [\_\_\_ days/\_\_\_ weeks] of completion of fieldwork, the holder shall submit an edited draft final report to the Designated Forest Service Heritage Professional for review to ensure conformance with applicable laws, regulations, policies, and procedures and the terms of this permit.

**C. FINAL REPORT.** The holder shall submit the original final report and at least two copies to the Designated Forest Service Heritage Professional within [\_\_\_ days/\_\_\_ weeks/\_\_\_ months] after completion of fieldwork.

**D. BLANKET SURVEY CONSULTING PERMIT.** If this is a multi-year survey consulting permit, at the end of each calendar year, the holder shall submit to the Designated Forest Service Heritage Professional a report enumerating all activities conducted under this permit.

**E. DEPOSIT OF MATERIALS AND DOCUMENTS WITH A CURATORIAL FACILITY.** Within 90 days of the date the final report is submitted to the Designated Forest Service Heritage Professional, the holder shall deposit all artifacts, samples, and collections and original or clear copies of all records, data, photographs, and other documents resulting from activities authorized by this permit with the curatorial facility named in block 12.

**F. CATALOGUE AND EVALUATION OF DEPOSITED MATERIALS.** The holder shall provide the Designated Forest Service Heritage Professional with a catalogue and evaluation of all materials deposited with the curatorial facility named in block 12, including the facility's accession or catalogue numbers, and confirmation, signed by an authorized curatorial facility official, that artifacts, samples, and collections were deposited with the approved curatorial facility. The confirmation shall include the date the materials were deposited and the type, number, and condition of the deposited materials.

**G. CONFIDENTIALITY OF SENSITIVE RESOURCES.** The holder agrees to keep the specific location of sensitive resources confidential. Sensitive resources include but are not limited to threatened, endangered, and rare species; archaeological sites; caves; fossil sites; minerals; commercially valuable resources; and traditional cultural properties.

**H. CONFIDENTIALITY OF INFORMATION IDENTIFYING ARCHAEOLOGICAL SITES.** Without the

Designated Forest Service Heritage Professional's prior written approval, the holder shall not publish any locational or other information identifying archaeological sites that could compromise their protection and management by the federal government.

**I. IDENTIFICATION OF FOREST SERVICE PERMIT.** Any published article, paper, or book containing results of work conducted under this permit shall specify that the work was performed in the National Forest under a Forest Service permit.

**J. SUBMISSION OF WRITTEN MATERIALS.** The holder shall submit a copy of any published or unpublished report, article, paper, or book resulting from the authorized activities (other than reports required by clauses III.A, III.B, and III.C) to the Designated Forest Service Heritage Professional and the appropriate official of the curatorial facility named in block 12. The holder shall submit tabular and spatial data to the Designated Forest Service Heritage Professional in the format specified in Appendix A. The holder may only share redacted copies of the final report, reviewed and approved by the Designated Forest Service Heritage Professional, with the project proponent.

#### **IV. 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 Part 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. VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing 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 signatories of 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 that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.D.1, except that liability shall not include reasonable and ordinary wear and tear.

#### **E. ENVIRONMENTAL PROTECTION**

1. 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 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, 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.*, 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.*

2. **Definition of Hazardous Material.** For purposes of clauses IV.E and IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of 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.

**F. 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 provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, or contractors 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; (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 materials, 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 in combination with or as an alternative to monetary indemnification.

## **V. LAND USE FEE AND DEBT COLLECTION**

### **<USER NOTES FOR CLAUSE V.A.>**

**<Include the following clause V.A if the land use fee is waived or the authorized use and occupancy are noncommercial, and delete the remaining clause V.A and clauses V.B and V.C.>**

**A. LAND USE FEE.** The land use fee for this permit is waived pursuant to 36 CFR 251.57(b)(2) or the authorized use and occupancy are noncommercial and are not subject to a land use fee.

**<Include the following clauses V.A through V.C if the authorized use and occupancy are commercial, and the land use fee is not waived. Delete the preceding clause V.A.>**

**A. LAND USE FEE.** The holder shall pay an annual land use fee of \$#AMOUNT# from [date] to [date] and thereafter annually on [date], in the amount of \$#AMOUNT#.

**B. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or when the fee system used to calculate the land use fee is modified or replaced.

## **C. LAND USE FEE PAYMENTS**

1. **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.

2. **Disputed Fees.** Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. **Late Payments**

(a) Interest. Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any land use fee 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 United States 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 if the holder fails to pay any land use fee, interest, or any other charges within 90 calendar days of the due date. The holder shall remain responsible for the delinquent charges, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this 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 United States 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.

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

### **A. REVOCATION AND SUSPENSION**

1. The authorized officer may revoke or suspend this permit in whole or in part:

(a) For noncompliance with federal, state or local law;

(b) For noncompliance with the terms of this permit;

(c) For abandonment or other failure of the holder to exercise the privileges granted; or

(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

3. Prior to revocation or suspension, other than revocation at the request of the holder under clause VI.A.2



and immediate suspension under clause VI.C, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VI.A.1(a), VI.A.1(b), or VI.A.1(c), the authorized officer shall give the holder a reasonable period, not to exceed 90 days, to cure any noncompliance.

**B. RELINQUISHMENT OF ARTIFACTS AND DOCUMENTS.** Within 30 days of revocation or suspension of this permit, the holder shall deliver to the Designated Forest Service Heritage Professional all artifacts and originals of all photographs, negatives, catalogues, field notes, analysis sheets, reports in any stage of preparation, computer files, and any other records resulting from any activity conducted under this permit.

**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 shall be in writing. The holder may request an on-site review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the on-site review, the Authorized Officer's superior shall promptly affirm, modify, or cancel the suspension.

**D. APPEALS AND REMEDIES.** Written decisions made by the Authorized Officer relating to administration of this permit are subject to appeal pursuant to 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.

**F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.** Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

## **VII. 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. MERGER CLAUSE.** This permit, and any appendices incorporated into this permit by reference, constitute the complete understanding of the parties to this permit 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 appendices to this permit, the preceding clauses shall govern.

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.**

**BEFORE THIS PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS PERMIT.**

ACCEPTED:

\_\_\_\_\_  
[NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER,  
IF HOLDER IS AN ENTITY]  
#HOLDER\_NAME#

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
#AUTHORIZED OFFICER NAME#  
#TITLE#

\_\_\_\_\_  
DATE

\_\_\_\_\_  
National Forest  
USDA Forest Service

**<Attach the corresponding application as Appendix A and any other materials required in block 11 of the application.>**

#### 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 The Archaeological Resources Protection Act of 1979, 16 U.S.C. 470aa-mm. The time required to complete this information collection request is estimated to average 1 hour 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](mailto: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 The Archaeological Resources Protection Act of 1979, 16 U.S.C. 470aa-mm.

**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, 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, audiotope, American Sign Language, etc.) should contact the the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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](mailto:program.intake@usda.gov).

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DRAFT