

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**SPECIAL RECREATION PERMIT**

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No. \_\_\_\_\_

BLM Issuing Office \_\_\_\_\_

Permittee \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Address _____	Phone Number _____
	Email Address _____
	Fax Number _____
	Web Site _____

Permit is for (check all that apply):  Commercial Use  Competitive Use  Organized Group Activity or Event  Vending

Date Issued \_\_\_\_\_ Date Expires \_\_\_\_\_ (Terms greater than one year subject to annual validation)

Seasonal or other period of use limitations \_\_\_\_\_

Permit Fee Formula \_\_\_\_\_

If other, specify: \_\_\_\_\_

Assigned Sites (commercial only):  None No. of Assigned Sites subject to fees \_\_\_\_\_

Special Area Fees Apply:  Yes  No Special Area Fee \_\_\_\_\_

Minimum insurance coverage requirements \_\_\_\_\_

Permit is valid only if a current Certificate of Insurance, listing the United States of America as additional insured, is on file with the issuing BLM Office.

Post use report due date(s) \_\_\_\_\_ Bond Requirement:  None Bond Amount \_\_\_\_\_

Purpose and activities authorized \_\_\_\_\_

Approved Area of Operation \_\_\_\_\_

**Certification of Information:** I certify use of this permit will be as per the operating plan on file with the BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional Stipulations are attached:  Yes  No

\_\_\_\_\_  
(Permittee Signature)

\_\_\_\_\_  
(Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations and any additional stipulations attached.

\_\_\_\_\_  
(BLM Authorized Officer Printed Name)

\_\_\_\_\_  
(BLM Authorized Officer Signature)

\_\_\_\_\_  
(Date)

## GENERAL TERMS AND PERMIT STIPULATIONS

- A. Compliance with laws, regulations, and other legal requirements.** The Permittee shall comply with all Federal, State, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The Permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses, certifications, or registrations. The Permittee shall ensure compliance with these requirements by all agents of the Permittee and by all clients, customers, participants, and spectators under the Permittee's supervision.
- B. Modification, Suspension, Termination.** An SRP authorizes specific uses of the public lands and related waters and when circumstances warrant, the permit may be modified by the BLM at any time, including modifying or limiting the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- C. Permit Value & Operating Rights.** No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the Permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the Permittee's SRP. This permit, which can be suspended or terminated, is not a contract or a lease, but rather a Federal license.
- D. Non-Exclusive Use.** Unless expressly stated, the SRP does not create an exclusive right to use an area by the Permittee. The Permittee shall not interfere with other valid uses of the Federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- E. Subcontracting.** Where the BLM authorizes a Permittee to subcontract a portion of the permitted activities, the Permittee must retain operational control of the permitted activities and must comply with any applicable special stipulations related to contractors and subcontractors which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.
- F. Minimum Wage Requirements.** The Permittee must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 23, all of which are incorporated by reference into these General Terms and Permit Stipulations as if fully set forth in these General Terms and Permit Stipulations.
- G. Advertising.** All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the Permittee will not seek or obtain trademark rights, use, or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional materials, sales literature, or on any product without the prior written approval of the BLM for the specific use. The Permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the Permittee whether directly or indirectly related to this SRP. The Permittee may not portray or represent the permit fee as a special Federal user's tax. The Permittee must furnish the Authorized Officer with a current brochure or website, including price list.
- H. Responsibility of Permittee.** The Permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the Permittee assumes responsibility.
- I. Resource Protection.** The Permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon completing the permitted activities, the lands must be restored as nearly as possible to pre-existing conditions.
- J. Display of Permit.** The Permittee, Permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative or law enforcement personnel, upon request. If required, the Permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- K. Operating Plan.** The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to a Permittee's operations as described in this plan must be requested in writing to the BLM and approved in writing by the BLM. This request must receive prior written approval from the BLM Authorized Officer before any operating plan changes can take effect.
- L. Accounting Records.** The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the custody, control, or possession of the Permittee or its employees, business affiliates, or agents for up to 3 years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder, at their own expense, shall have their annual accounting records audited by an independent public accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to

this authorized use, and these records must be readily discernible from accounting transactions with other permits, business endeavors, or personal use. Accounting records must include the following:

1. A recordkeeping procedural outline or process plan.
  2. Customer receipt deposit log or similar detailed information, which includes at a minimum: (A) Customer identifier; (B) Location identifier; (C) Dated deposit and amount; (D) Gross fee collected; (E) Subtotal after each customer transaction; (F) Grand total after each deposit; (G) Grand total of year-end receipts.
  3. Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
  4. Price advertisements.
  5. Original customer reservation listings or event registration sheets.
  6. A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
  7. A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source conducted under the permit.
  8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
  9. W-2 records or other similar records of employment for all employees conducting activities under the permit.
- M. Revenue Reporting.** The Permittee must submit a post-use report and any other required forms to the Authorized Officer by the due dates shown on the permit or annual validation. If the post-use report is not received by the established deadline, the permit may be suspended or terminated, and/or late fees assessed. The post-use reports for permits for commercial use must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of employees (including contractors and volunteers), and gross receipts for the trip. Post use reports for all permit types must contain the information requested by the BLM. Deductions based on pre- and post-trip transportation and lodging expenses and discounts based on percentage of time, acres, or miles off of public land, if being claimed, must be requested by the Permittee and approved by the BLM in writing in advance of the report submission. Receipts are required for all claimed deductions, including transportation and lodging, and must show proof of payment.
- N. Resource Damage and Injury Reporting.** The Permittee shall notify the Authorized Officer in writing within 24 hours of any incident that occurs while involved in activities authorized by this permit which results in death, personal injury requiring admission to a hospital, emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). The Permittee shall coordinate with the BLM and, in accordance with applicable law, submit any documentation related to the incident, including reports, within a time frame agreed upon with the Authorized Officer.
- O. Indemnification.** The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, volunteers, and representatives from all liability, arising out of or resulting from the permitted activities and operations. The permitted activities and operations include all activities and operations occurring within locations identified in the permit area of operation, permit map, operating plan, and any associated published closure notices. The BLM issues this permit upon the express condition that the United States and its officers, employees, agents, volunteers, and representatives will be free from all liability arising out of, or resulting from, the permitted activities and operations. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted operations or activities.
- P. Insurance.** If required by the Authorized Officer, the Permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The permitted activities and operations include all locations within the permit area of operation, permit map, operating plan, and associated published closure notices. The policy shall name the United States of America as additional insured, with waiver of subrogation against the United States, and must be issued by a company licensed to do business and in good standing in the state(s) covered by this permit. The Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.
- Q. Fee Payment.** The Permittee must pay the required fees before the BLM will authorize the use identified in the permit. For installment payments when more than \$1,000 is owed, the Permittee must sign and submit a BLM promissory note, which must also be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following year's or season's estimated fee. For permits other than multi-year commercial permits, the BLM will give the Permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.
- R. Equal Opportunity and Nondiscrimination.** The Permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, 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.