

A Prospectus  
For the Operation and Maintenance  
Of a Snake River Commercial Shuttle Service

Jackson Ranger District  
Bridger-Teton National Forest

April 2010

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- Appendix B: Sample Operating Plan Outline
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- Appendix E: Standard Performance Evaluation Form
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# 1: Introduction

## Purpose and Need

River use within the Snake River Corridor has grown exponentially in the past decades. Currently, it is estimated that approximately 200,000 people travel down the river in boats each summer. The geography of the canyon allows for very few entry and exit areas at the river level. The Forest Service has constructed facilities in locations best suited to accommodate access to the river. These river access areas often have more demand for parking and ramp access needs than the facilities on the river can handle. Many of those requiring parking spaces are people who bring additional vehicles to park at places where their river trip will end, so they have transportation back upstream at the end of their trip. This demand for very limited space has led to large amounts of congestion and has facilitated conflicts between users.

In recent years there have been two shuttle services authorized to operate in the Snake River Canyon. One of those shuttle authorizations is no longer in use and therefore we are offering this prospectus to meet shuttle service needs. The need for shuttle services has been demonstrated by additional shuttle services currently offering services throughout the river corridor without a permit or authorization. This need is further displayed by the large number of people who hitchhike on the highway in hopes of receiving a ride back to the river access point where they embarked on their trip down the river.

The purpose of a river shuttle permit is to provide a high-quality shuttle service to the public, to reduce traffic, parking and ramp congestion, and to reduce conflicts as outlined in the *August 19, 1996 Final Area Analysis, May 15, 1997 Environmental Assessment* and resulting *October 21, 1997 Decision Notice*. A commercial permit is required to operate this service since fees would be charged to transport people and equipment to National Forest System lands. Some of the shuttle vehicles would need to be capable of transporting both people and boats while other vehicles would transport only people. The recipients of the available permit will be able to meet the needs of all river users. The shuttle would operate from parking areas at Alpine Junction, Hoback Junction and Jackson, and would transport people and gear to rigging and de-rigging areas at boat ramps along the Snake River between Hoback Junction and Alpine, WY. Shuttles would also be available between boat ramps. Once the public need is being met by authorized shuttle services under a special use permit, the Forest Service will no longer consider new permittees within the river corridor.

## Overview of the Opportunity

This prospectus is being issued to solicit proposals for one special-use permit that would authorize river shuttle services at Forest Service boat ramps along the Snake River between Hoback Junction and Alpine, WY. The process shall seek to determine which individual and/or business is best qualified to provide these services. The area for authorization is located on the Jackson Ranger District of the Bridger-Teton National Forest and Caribou-Targhee National Forest. For a listing of boat ramps that are included in the authorization, reference Section 2. For a map of the included sites reference Appendix B. Shuttle services are authorized by special-use permits issued under the agency's Organic Act, 16 U.S.C. 551, and the implementing regulations in 36 C.F.R. Part 251.

The information in this prospectus is from generally reliable sources, but no warranty as to its accuracy is made. Each applicant is expected to make his/her own assessment of the business opportunity offered in

this prospectus. The Forest Service does not guarantee a profitable operation; rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

Except for Members of Congress, Resident Commissioners, and current Forest Service employees, any individual, partnership or other entity has an equal opportunity to apply.

The Forest Service is not obligated to accept the proposal with the highest return to the Government. The Forest Service reserves the right to issue the permit on the basis of a trade-off between the fee to the Government and technical merit.

The Forest Service reserves the right to issue a permit based solely on initial proposals, without oral or written discussions. The Forest Service reserves the right to reject any or all applications, and to rescind the prospectus at any time before a permit is issued.

## **Permit Fees**

The fee required to be paid to the federal government for the authorization to provide shuttle services on National Forest lands is 3% of the adjusted gross income of the business as it takes place in the National Forest. Applicants may propose a higher percentage of the adjusted gross receipts as a return to the government for the permit fee. See Section 7 for a definition of Adjusted Gross Revenue.

## **Instructions for Submitting a Proposal**

### Proposal Information

Applicants must submit proposals for all services offered in this prospectus.

All written-proposal packages must be submitted to the **Jackson Ranger District, Attention: Jeanette Langston, P.O. Box 1689, Jackson, WY 83001, telephone number (307) 739-5400**. The proposal packages must be received no later than **4:30 p.m. Mountain Standard Time April 30, 2010 to be considered**.

Applicants must submit five (5) copies of their complete proposal. Unless requested in writing to return proposals, all unsuccessful applicants' proposals will be destroyed after the appropriate appeal period. Portions of the selected applicant's proposal package will become part of the special-use permit.

If information is missing or incomplete, the result will be a lower score with respect to the evaluation criteria. Please ensure that all requested items are submitted. Companies or corporations submitting a proposal must sign using the name of the appropriate executive officer, together with the official address. An individual should sign his/her name and furnish the residential or business address.

Any oral statement made by a representative of the United States Department of Agriculture, Forest Service, shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made, or additional information is required, a written amendment will be sent to each person receiving a copy of this prospectus. In the event that a contradiction exists between this prospectus and the special-use permit, the special-use permit terms supersede the prospectus.

### Submission of Proposal Package

The applicant's proposal package should consist of the following:

- A. Introduction (Name of Company, Proposal being submitted)
- B. Proposed Plan of Operation (See Section 4)
- C. Applicant's Income and Expense Forecast (See Section 5)
- E. Business Plan (See Section 6, See Appendix E for Format)
- F. Fee to the government (See Section 7)
- G. Fees charged to the public (See Section 8)
- H. References (See Section 9)

The proposal should be a written document that addresses in detail the requested information in the following sections of this prospectus in regards to the offered recreation sites and activities.

### Who to Contact for Information

Prospective applicants are urged to consult with Jeanette Langston (e-mail: [jeanettealangston@fs.fed.us](mailto:jeanettealangston@fs.fed.us) at the Jackson Ranger District, phone number: (307) 739-5400, regarding questions related to this prospectus, permit conditions, operations at the recreation sites, or other related submittal requirements.

## **Overview of the Selection & Evaluation Process**

Each applicant's proposal package will be measured against the evaluation criteria by a selection panel made up of knowledgeable and experienced Forest Service and business personnel. Scores based on relative importance of criteria and professional judgment will determine the applicant best suited to provide the highest level of overall customer service, operation, and maintenance.

During the evaluation process, the panel may contact any references listed by the applicant(s), including all local, state, or Federal entities who have issued the applicant(s) a current or past permit. The panel will make a recommendation to the Authorized Officer regarding to whom the special-use permit should be awarded. The Authorized Officer will make the final selection decision. The Authorized Office is Dale Deiter, District Ranger for the Jackson Ranger District. All applicants will be notified of the successful applicant within 45 days of the application submission deadline, via Certified Return Receipt letter.

The Forest Service reserves the right to decline to issue a special-use permit as a result of this prospectus if, in the opinion of the selection panel and the Authorized Officer, none of the proposals receives a high enough rating to assure quality customer service, operation, and maintenance of the offered recreation sites.

A non-fixed weight method will be used to evaluate and award the proposal to the successful applicant. The non-fixed weight method allows evaluators to score each proposal based on the descriptive ranking of the criteria without assigning specific points or percentages.

The following selection criteria are listed in order of importance:

1. Proposed Operating Plan Provisions
2. Business Plan and Business Experience

3. Financial Resources
4. Ability to Coordinate Multiple Site Use
5. Fees Charged to the Public
6. Ability to Serve the Public and the Forest Service

A Financial Assessment Determination (FAD) will be made only on the selected applicant, as a prerequisite to permit issuance.

#### Appeal Process

The decision to issue a permit is subject to appeal by those applicants submitting a bid proposal in accordance with 36 CFR251, Subpart C.

### **Prerequisites to Issuance of a Permit**

Listed below are the prerequisite checklist items required prior to issuance of a special-use permit. The selected applicant will be required to submit all of the items within 30 days of the date of the selection letter. If the listed prerequisite material is not received within the 30-day period, no permit will be issued and the applicant who receives the next-highest rating will be selected for a permit, subject to submittal of a *Financial Assessment Determination (FAD)* and these required prerequisites.

- Documentation of financial ability.
- An annual Operating Plan completed and signed by the selected applicant and submitted to the Forest Service for approval.
- Insurance requirements.
- Required deposits and advance payments.
- Required certifications, state business license, and any other prerequisite.

## **2: Site Description**

The segment of the Snake River where shuttle services are proposed is located south of Jackson, Wyoming, between Hoback Junction and Alpine, WY. The Snake River Range runs along the west side and the Wyoming Range to the east, both dominating the landscape of the corridor.

Recreation sites being offered for use in this prospectus are a series of boat ramps. The recreation sites are distributed along a major federal highway, Highway 26/89. The major recreation activities along the Snake River are whitewater rafting, fishing, boating, sightseeing, camping, picnicking, and viewing wildlife.

#### Recreation Site Descriptions

The table on the next page summarizes the recreation sites included in this prospectus. This permit prospectus is limited to the boat ramp access sites in the Snake River corridor from Hoback Junction to Alpine and does not include campgrounds, trailheads, or highway pull-outs. See Appendix B: Recreation Site Map for specific locations.

Table II-1  
Summary of Recreation Sites

Recreation Site	Communication at Site	Utilities at Site	Drinking Water	*Toilet Type	Parking Surface	Boat Ramp Surface
Astoria Boat Ramp	None; limited cell phone coverage	None	No	1-1 UV	Gravel	Gravel
Pritchard Creek Boat Ramp	None; limited cell phone coverage	None	No	2-1 UV	Gravel	Gravel
Elbow Boat Ramp	None	None	No	1-1 UV	Gravel	Concrete & Walk-in Gravel
East Table Launch Site	None	None	No	Portable	Gravel	Walk-in Gravel
West Table Boat Ramp	None	None	No	1-2 UV 1-1 UV	Asphalt	Concrete
Sheep Gulch Boat Ramp	None; limited cell phone coverage	None	No	1-2 UV 1-2 UP	Asphalt	Concrete

\*Toilet type: 1-1 UV is one, one unit vault toilet, 2-1 UV is two, one unit vault toilets, 1-2 UV is one, two unit vault toilet, 1-2 UP is one, two unit pit toilet

### **3: Forest Service Outfitter Policies**

This section describes the standard Forest Service programs and policies that are applicable to authorized operations. These items apply to all applicants and are not subject to variation. The successful applicant will be required to adhere to them; they will be incorporated into the Annual Operating Plan and permit.

#### **Authorized Use Policies**

##### Discount and Promotion Programs

Discount and promotion programs must be established as part of the normal operations approved in the Annual Operating Plan. They cannot be discriminatory, and cannot be offered on a case-by-case basis at the discretion of the permit holder.

##### Compilation of Use/Revenue Data

The permit holder will provide monthly use reports that include the following minimum information:

- Date of shuttle
- Shuttle starting and end point
- Number of people in the group
- Equipment shuttled (boats/trailers)
- Total revenue from shuttles
- License plate number(s) of all non-outfitter vehicles shuttled

The permit holder shall give use and revenue data to the Forest Service in an approved format. The format may be one provided by the Forest Service (see Appendix G, Monthly Use Report Form), or in a

similar format. These reports will be completed monthly and at the end of the year. Additional information to be included in end of year reports will include at a minimum; taxes paid, gross total revenue, compensatory trips and gratuities, and net total revenue.

#### Employee and Equipment List

The permit holder will turn in a list of all employees and their applicable certifications with expiration dates who will be working on the Forest, as well as and all equipment (including vehicles, trailers, etc.) that will be used during the operating season.

#### Performance Evaluations and Site Inspections

The Forest Service may perform midyear evaluations and will perform an annual performance evaluation, using the form found in Appendix D. An unsatisfactory annual rating may be cause for suspension or revocation of the permit. A sustained satisfactory performance is necessary for a permit extension. Monitoring of operations will be performed by the Forest Service in order to compile information to be utilized in performance evaluations.

#### Accessibility

It is the permit holder's responsibility to ensure effective communications with interested persons with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities. These requirements are detailed in 7 CFR 15e, Section 504 of the Rehabilitation Act, as amended, and other related Federal and State laws.

## **Special Use Permit to be Issued**

#### Permit Term

The permit holder will be required to comply with terms of the Special-Use Permit, FS-2700-4i (See Appendix A for an example Special Use Permit). **The permit term will be for two (2) years, with an option to extend the term for up to eight (8) years if the first two years have demonstrated acceptable performance ratings.** Extension is at the sole discretion of the authorized officer for the listed offerings.

#### Holder Responsibilities

As a general rule, the holder must conduct the day-to-day activities authorized by the terms and conditions of the permit. Some, but not all, of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder will continue to be responsible for compliance with all terms of the permit.

#### Resource Protection, Erosion Control, Noxious Weed Prevention

The permit holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Examples include, but are not limited to, damage or contamination of the environment, and/or damage of roads and trails. (Refer to the special-use permit, FS-2700-4i, in Appendix A for specific information.)

### Site Closures and Reserved Administrative Use

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repairs, construction, floods, snow, wildlife protection, natural events, or risks to public health and safety. The Forest Service shall not be liable to the permittee for lost revenues, operating costs, or any other losses resulting from these closures.

Road construction is expected at Hoback Junction during the 2010 through 2012 operating seasons. Activities related to construction may limit traffic flow and accessibility to launch ramps. The Forest Service will make every reasonable effort to accommodate forest users during this period.

### Applicable Forest Orders

Permittees should become familiar with the specifics of the orders listed below.

**04-03-220** – Occupancy and Use regulations pertaining to boating and camping in the Snake River Canyon. (See Appendix F)

**04-99-09-R** – Limits camping for a period longer than specified for individual sites; limits occupation of a developed campsite with more than eight users, and limits the number of vehicles (2) allowed per camp unit.

**04-99-08-R** – Limits dispersed camping to 14 days within any 30 day period, and camping within one mile of a developed recreation site.

**95-03-22-04** – Prohibits camping within one half mile of the Snake and Hoback Rivers during the summer months, except in developed campgrounds.

**04-186** – Prohibits under-age drinking on the Bridger-Teton National Forest.

**04-00-05-TF** – Prohibits fires, campfires, stove fires, and smoking during fire closure periods.

**04-112R** – Prohibits parking in unauthorized locations.

**16-44** – Prohibits fireworks and operating and using any internal or external combustion engine without a spark arresting device.

**04-00-104** – Requires all food, refuse, and animal carcasses to be acceptably stored or acceptably possessed at all times.

Other closure orders may be implemented at any time and permit holders are required to comply.

### Other Special Uses

Other special use permits in effect in the general area of the Snake River corridor are numerous. The permit holder should be aware of these special uses and any potential conflicts in use. Some of the other authorizations in the corridor include commercial: photography, fishing, hunting, rafting and hiking.

## 4: Applicant's Operating Plan

This chapter describes minimum requirements of the applicant's operating plan portion of the proposal. The Forest Service will use information that the applicant provides in reference to this section to rate the applicant against the "Proposed Operating Plan Provisions" evaluation criteria. The permit holder must also meet the additional standards and requirements specified in this section for the recreation sites listed in this prospectus.

This prospectus offers all boat ramp access sites within the Snake River corridor from Hoback Junction to Alpine that may be utilized by the successful applicant. Many of the recreation sites are large and complex, receiving heavy use by the public, while others are small and less developed, offering many challenges from congestion to maintenance. A carefully thought-out and detailed operating plan is essential to ensuring a smooth-running and customer service-oriented operation. Quality customer service including a high number of clients served, logistical aspects, equipment shuttle, and monetary transactions, are all major considerations to the Forest Service.

All shuttle service employees are expected to lead by example. It is each operator's responsibility to assist in minimizing conflicts by exercising courtesy to other visitors, outfitters and their clients, other forest operators and forest employees by following forest policy, by reporting problems and safety concerns immediately, by practicing and teaching minimum-impact techniques, by not creating new trails that confuse the public and reduce the opportunity for off-trail experiences for others, and by picking up after less-responsible visitors.

Primary responsibilities of each permitted operator and his/her staff:

1. Provide high quality public service.
2. Minimize conflicts with other users.
3. Protect the resource.
4. Provide for public safety.
5. Follow the Greater Yellowstone Outfitter Guide Policy guidelines.
6. Conform with Forest Service, State, and Federal regulations and policies

**The applicant should describe how they will meet or exceed the minimum operating plan standards and requirements described below.**

### Standards and Requirements

#### Operating Season

The minimum operating season occurs between and including Memorial Day and Labor Day weekends. Services must be made available for at least fifty days during this period. Applicants need to state the period of time and hours of operation in which they will plan to serve the sites listed in this prospectus, as shown in Table II-1. Extensions to the minimum season dates for these sites may be permitted and should be proposed in the applicant's proposal. However, due to the elevation of some of these sites and unpredictable weather, some sites may be closed during the agreed upon operating season.

### Designation of Authority

The successful applicant must designate a representative(s) who will serve as the liaison between the permit holder and the Forest Service and have full authority to act on the terms of the special use permit. There may be more than one designee, each of whom has the authority to act on one or more permit terms (i.e.; one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designee(s) names, or the appropriate job title(s), must be included in the applicant's proposal.

### Vehicles and Company Identification

At a minimum, the successful applicant's vehicles should be clean, quiet, and well maintained. A professional quality sign containing the company's name should be displayed on each side of each vehicle while operating on the Forest. All federal and state regulations regarding the safety of passengers must be adhered to. A description of vehicles and identification methods should be included in the proposal and are subject to final approval by the FS.

### Advertising

The permit holder shall accurately represent the authorized services to the public in all advertising including promotions, brochures, websites, and any other materials. All advertising media must state that the holder is a "permittee of the Bridger-Teton National Forest" and that they are "an equal opportunity provider." Advertisement on the Bridger-Teton National Forest is prohibited unless written authorization is obtained. The applicant should outline specifics of their advertising plan here.

### Customer Service & Operation Logistics

The mission of the Forest Service is "Caring for the Land and Serving People." Businesses which operate on National Forest System land on behalf of the Forest Service are expected to assist in achieving this mission. The selected applicant will need to develop and implement methods and mechanisms for responding to all types of customer's needs in a helpful and professional manner, giving timely and courteous information and assistance, and doing those things necessary to ensure that customers have a safe and enjoyable stay on their National Forest.

The selected applicant will be able to operate shuttles for large numbers of visitors, all types of visitors and their boating equipment, and at all authorized sites. The applicant should outline their ability to serve the general public, outfitted services, and the Forest Service; describe the level of knowledge of the proposed area for operations; describe the area the shuttle service will require at boat ramps in order to operate.

The applicant should outline logistics of transporting different types of river users and their boating equipment from one location to another and provide details and lists where applicable of transportation methods and equipment to be used by the shuttle company.

Visitor equipment types may include kayaks, rafts/cataracts, dories and other miscellaneous boating gear. Visitors may include fisherpeople, rafters, kayakers and sightseers as well as people with disabilities participating in these activities.

The rental of equipment is prohibited on the Bridger-Teton National Forest and all recreation sites included in this proposal.

#### Emergency Response

The selected applicant must be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that might occur during service and at recreation sites. Applicants should describe how they will be prepared to respond to such emergency situations in their proposal.

#### Communications

The selected applicant should provide a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees, the Forest Service, and emergency response agencies. Applicants should describe how they will ensure complete, timely, and accurate communication between all affected interests. Applicants should also describe who will be the permit holder's on-site representative(s) and how that person will communicate with the Forest Service. The use of radio frequencies and equipment owned by the Forest Service will not be authorized.

#### Stewardship

The selected applicant shall promote river and wildlife stewardship and boating safety as managed by the Wyoming Game and Fish and Forest Service.

The applicant should provide an outline of any information intended to be provided to forest visitors including general information and/or interpretive information. Each outfitter is encouraged to help educate forest visitors about forest issues to help instill better behavior from all visitors. Interpretive services have shown in the past to enhance visitor experience, increase visitor understanding of their National Forests, aid in fire prevention, and deter damage to facilities and resources. The permit holder may not charge for interpretive services.

A Forest Service permit holder has the affirmative duty to prevent the infestation and/or spread of noxious weeds and aquatic invasive species in the permit area. This duty includes demonstrating the ability to identify common noxious weeds in the area; and performing preventative treatment such as washing the undercarriage of vehicles. The applicant should describe how they will work to prevent the spread of invasive species during operations on the forest.

#### Monetary Transactions

Monetary transactions are prohibited on National Forest Lands. The applicant should propose how transactions for shuttle services will take place, including where, when, and by which methods.

#### Employees

The applicant should list the various employee positions to be filled for employees who would work on the Forest. Include responsibilities and which training or certifications would be required of the hired employees. First aid and CPR training is not required by the Forest Service for shuttle operations, but is highly recommended as the shuttle operations will occur in areas where frequent river-related and vehicle accidents occur.

The applicant must meet the requirements of county, state and Federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, workers' compensation, OSHA regulations, ADA, commercial drivers license (CDL) requirements and immigration laws regarding employment of non-citizens.

The successful applicant is responsible for the conduct of his/her employees. They are expected to comply with all applicable Federal, State, and local laws, and to conduct themselves in a professional manner at all times. The special use permit does not shield the permit holder or his/her employees from prosecution if they violate any laws, either while performing their duties or while on their own time. Federal prohibitions include, but are not limited to:

- Engaging in conduct prohibited by the *Code of Federal Regulations* (36 CFR 261).
- Using, or being under the influence of, intoxicating beverages or narcotic drugs while on duty or representing the permittee.

#### Open Season Operations – General Use

The FS recommends that all shuttle company vehicle maintenance be documented and that maintenance safety inspections take place on at least a monthly basis. The permittee is to use designated areas only and obey all posted signs and regulations related to traffic flow, parking, and boat ramp use. Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed. The selected applicant must adhere to all local, state and federal requirements regarding the operation of a shuttle service for public use.

#### Other Optional Services

Applicants are invited to propose additional services that would augment visitor experience. Proposals must be consistent with the Bridger-Teton Land Management Plan and authorized under the permit. Applicants must describe all other additional services to be potentially provided. At the discretion of the permit holder, other services, opportunities, or efforts with the objective of improving forest recreation opportunities may be provided if included as a part of the applicant's proposal and accepted by the Forest Service. Proposals for additional services are encouraged that outline how the prospective company would help the river management program better serve the public.

## **5: Applicant's Income and Expenses Forecast**

Applicants are required to forecast income and expenses for business obligations. This forecast will be used in assessing the proposed fee to the Government and in making the FAD (Financial Ability Determination) on the selected applicant. The applicant should provide information for the following income-and-expense categories.

#### Pricing Policies

Applicants should describe their pricing policies, including senior or family discounts, season passes, and variable pricing (such as for weekday versus weekend use, and shuttle distance). Applicants should

remember that all pricing must be nondiscriminatory. For example, a “child’s” discount must be made available to all who qualify.

#### Other Service Fees

Applicants should describe any special services proposed to be provided, and the fees charged for those services.

#### Payments and Reservations

Applicants should describe the payment transaction and any reservation processes. All procedures related to securing shuttle services and providing payment for those services should be well organized.

Applicants should provide information on refund policy, or refunds related to the failure of or lack of service.

#### Fees to the Government

The fee required to be paid to the federal government for the authorization to provide shuttle services on National Forest lands is 3% of the adjusted gross income of the business as it takes place in the National Forest. Applicants may propose a higher percentage of the adjusted gross receipts as a return to the government for the permit fee. (See section 7 for a definition of Adjusted Gross Revenue.) Applicants should estimate the fee they would pay to the government based upon the fee requirements and specify it in this section.

#### Federal, State, and Local Taxes, Fees and Licenses

Applicants should estimate costs for Federal, State, and local taxes, fees, and licenses that may be required and specify them here. Because the holder will operate on federal and state highways, the holder will be responsible to hold current certifications issued by the local, state and Federal authorities and will be required to make copies available to the Forest Service upon request.

#### Insurance

Applicants must indemnify the United States for any losses incurred by the United States associated with the outfitter's use and occupancy. Therefore, the successful applicant will be required to obtain insurance to cover these losses. Special-use permit clause III. I. 1. of FS-2700-4i requires successful applicants to obtain liability insurance. Liability insurance may be either in the split limit or combined single limit format. The minimum amount of liability insurance coverage for a split limit policy is **\$25,000/\$500,000/\$500,000 and \$500,000**. The minimum amount of liability insurance coverage for a combined single limit policy is **\$500,000**. Coverage shall extend to property damage, personal injury, or death (one person or more than one person) rising out of the concessionaire's activities under the permit including, but not limited to, the occupancy or use of the structures, facilities, or equipment authorized by the permit. Such insurance shall name the United States Government as additional insured. All policies are subject to agency approval and will not require the use of a liability waiver. Applicants should estimate the cost of securing the required insurance amounts and specify them in this section.

#### Capital and Employee Expenses

Applicants should estimate the costs of all capital required for business operations such as vehicles, utilities, office equipment, and raw materials. Applicants should estimate personnel costs associated with the requirements identified in Section 4 above.

## **6: Business Plan Format**

The Business Plan will be used to evaluate the applicant's financial and technical ability. It and all financial information and projections are confidential information, and may not be released by the FS, to the extent allowed in the Freedom of Information and Privacy Act, 5 U.S.C. 552 and 552a, respectively.

The applicant should complete the Business Plan Form in Appendix E or a similar format. Additionally, the applicant should provide information related to the following:

### Who Will Perform the Work?

Applicants should specify whether the applicant will perform the operation work, or if a third party will be used. Should a third party be used, identify the entity to be used, its address, and the individual who will be responsible for any of the operational aspects of the business, and describe his/her relevant experience.

### Business Experience/Performance

Applicants should furnish a detailed description of their experience as it relates to operating recreation services (i.e., river-shuttle services or other related activities). The description should include experience in private business, public service, or any nonprofit or other related enterprises. For each business venture, include the following information:

- The dates for the business experience
- The location of the business
- A description of services provided
- A description of customers served
- The number of employees supervised
- The volume of business

For applicants who have prior experience operating as a Forest Service outfitter or other land management agency permittee, provide copies of annual performance evaluations here.

### Estimates of Use

Applicants should include information on estimates of numbers of users for at least the first 5 years of operation. This information serves as an indication of the public need being met, and helps to evaluate the proposal. Include the following information as well as any other categories that might be relevant:

- Number of users by type (Example: fishing or whitewater)
- Number of users by boat ramp used.

### Financial Resources

Applicants may elect to complete Form 6500-24 (Appendix C, Financial Statement Form) to demonstrate financial resources. If the form is used, it must be attached to and be made part of the Business Plan. If the applicant chooses another format to demonstrate financial resources, it should conform to generally accepted accounting principles or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted should be unaltered and in their original form, including footnotes.

## 7: Fee to the Government

The Government is obligated to obtain fair market value for the use of its land and improvements. The fee is 3% of adjusted gross revenue. By definition, adjusted gross revenue is the outfitter's gross revenue plus revenue additions less applicable exclusions. *See definition, Guidebook page II- 1 and FSH 2709.11, 37.05.*

1. Gross revenue, including any gratuity (accepted), is the total amount of receipts from the sale of goods or services provided by the outfitter in connection with the outfitted or guided trip. *See definition, Guidebook page II-4 and FSH 2709.11, 37.05.*

These receipts include:

- a. Revenue received by the outfitter from clients for goods or services provided during the outfitted or guided trip (the client charge per trip multiplied by the total number of clients on each trip);
  - b. Revenue received by the outfitter or the outfitter's employees or agents for scheduling or booking the outfitted or guided trip.
  - c. Revenue from goods or services provided off National Forest System lands, such as lodging and meals, unless specifically excluded.
2. Revenue additions are the “fair market value” of items which are added to gross revenue. Fair market value is a price at which both buyers and sellers are willing to do business. *See definition, Guidebook page II-4 and FSH 2709.11, 37.05.*
- 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.

Gratuities must be valued at Fair Market Value (*See definition Guidebook page II-4*). Presumably, fair market value for these trips is valued at a discount from the advertised rates since profit is not the motivating factor. Accordingly, it is reasonable and prudent to agree to a value less than advertised rates. In determining a fair market value, the authorized officer should consider similar permitted activities and demonstrated processes as a guide to establish the value for these types of trips.

3. Revenue exclusions are revenue items or other funds that should not be included in gross revenue reported for fee calculation purposes. *See definition, Guidebook page II-8 and FSH 2709.11, 37.05.* Gross revenue exclusions are the following items:

- 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. State and local sales taxes are excluded from gross revenue.
- c. Revenue from the sale of operating equipment, rental equipment, capitalized assets, or other assets used in outfitting and guiding operations. Examples are horses, tack, watercraft, and rental skis and boots, which are sold periodically and replaced.

The applicant's business plan must state the expected annual adjusted gross revenue for the first year of operation, and for subsequent years of the permit. In consideration for the use of Government recreation sites, the successful applicant agrees to pay a fee to the Treasury of the United States.

The minimum fee for outfitting and guiding on National Forest System lands is \$70 annually per permit for 1993-1995. Using 1993 as a base year, the Washington Office Director of Recreation and Heritage Resources shall adjust the minimum fee every three years based on the Gross Domestic Product-Implicit Price Deflator Index. For 2010 the annual minimum fee is \$95.00.

The selected applicant will receive a Bill for Collection in three equal payments, with the first payment, based on the projected gross revenue, due 15 days before the beginning of annual operations, but not later than May 15. Payments will be held by the FS in a suspense account and reconciled with actual revenues at the end of the calendar year; any excess payments will be refunded within 30 days of this final reconciliation, or an additional amount billed.

## **8: Fees Charged to the Public**

Generally, the FS does not regulate prices, but reserves the right to do so. Applicants should provide a description of all proposed fees to be charged to the public for at least the first 5 years of operation. This should include a list that encompasses all sales by type of service offered, any pricing policies, and other service fees/rentals and sundries associated with the proposal. The proposed fees should be tied to the proposed operating-plan provisions. This information serves as an indication of the public need being met, and helps us to evaluate the proposal.

## **9: References**

List at a minimum three references and their contact information, including any government agency representative you have worked with and any applicable special use permits that you have held within the last 5 years. You should include any performance evaluations from special use permits that you have held on National Forest Service lands and/or other government lands.

## Appendix A: Sample Shuttle Permit

Use Code: XXX  
Authorization ID: JAC000000  
Contact ID: JAC00000

Issue Date:  
Expiration Date: 12/31/20XX

### **SPECIAL USE PERMIT FOR OUTFITTING AND GUIDING**

**Authority: Federal Lands Recreation Enhancement Act, Title VIII, Div. J of Pub. L. 108-447  
(Ref. FSM 2709.11, section 53.1)**

JJOHN DOE of XYZ BOATER SHUTTLE, INC PO BOX XXX , JACKSON, WY 83001 (hereinafter "the holder), is hereby authorized to use and occupy National Forest System lands, subject to the terms and conditions of this permit, to provide outfitting and guiding services within the Jackson Ranger District of the Bridger-Teton National Forest, legal description of permit area is described as shown on the map of the authorized area, attached as Appendix A. The above-described area shall be referred to as the "permit area."

This permit is a **priority use permit** issued for the purpose of authorizing the following outfitting and guiding activities:

**Conducting Commercial River User and Vehicle Shuttles for commercial and noncommercial entities and their equipment and vehicles between designated river access areas on National Forest Lands along the Snake River in Wyoming, as described within the attached Map and Operation Plan which is made part of this permit.**

**Operations may occur at all sites approved for launching boats in the corridor. Any additional sites and/or special needs must be approved by the District Ranger in advance. All permittee behavior is subject to all forest rules and operating plans submitted, and is subject to change on an annual basis based on forest and public needs and traffic patterns. This permit does not authorize any additional services or business practices not specifically allowed. The Shuttle Permit Administrative Direction is attached and made part of this permit.**

Permittee must comply with the requirements contained in the most recent management plans, decision notices, administrative directions, and other environmental planning documents relevant and relating to the type of permitted use(s) allowed in this document.

**PERIOD OF USE:** April 1 through October 31

and assigning use as follows:

- priority use service days **N/A**
- temporary use service days **N/A**
- assigned sites **N/A**
- grazing use (in head months (HMs)) **N/A**

This use will be exercised as described in the annual **operating plan**.

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

- APPENDIX A - Map of Authorized Area
- APPENDIX B – Annual Operating Plan approved annually
- APPENDIX C - Trip Itinerary **N/A**
- APPENDIX D - Estimated Fee Determination Sheet, approved annually

## **I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

- A. AUTHORITY.** This permit is issued pursuant to the Federal Lands Recreation Enhancement Act, Title VIII, Div. J of Pub. L. 108-447, 16 U.S.C. 4601-6a(c), 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 **12/31/20XX, N/A** from the date of issuance. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.
- D. RENEWAL.** This permit may be renewed upon expiration, provided the use is consistent with the applicable forest land and resource management plan, applicable laws and regulations, and the terms of this permit, and the holder has performed satisfactorily under this permit, as demonstrated by acceptable annual performance reviews. If the holder wants this permit to be renewed, the holder must notify the authorized officer in writing at least six months before this permit expires. The decision whether to issue a new permit to the holder is at the sole discretion of the Forest Service. The authorized officer may prescribe new terms and conditions when a new permit is issued.
- 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 forest land and resource management plan, or other management decisions.
- F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and 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, regulation, 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 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. CHANGE IN CONTROL**
- 1. Notification.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change in control means the sale or transfer of a controlling interest in the corporation. If the holder is a partnership or a limited liability company, change in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change in control means the sale or transfer of the business to another party.
- 2. Termination.** This permit is not transferable. Any change in control of the business entity as defined in clause I.H.1 shall cause this permit to terminate upon issuance of a new permit to another party for the use and occupancy authorized by this permit. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall

be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under federal regulations.

- I. **LIMITATIONS.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

## II. OPERATIONS

- A. **ANNUAL OPERATING PLAN.** The annual operating plan, which shall be attached to this permit as Appendix B, shall be submitted by the holder and approved by the authorized officer before the holder conducts any services authorized by this permit. The holder shall prepare, annually review, and revise as needed the five-year operating plan by **30 days prior to beginning operations**, in consultation with the authorized officer. At a minimum, the annual operating plan shall include (1) the season of use for authorized outfitting and guiding activities, including the start and stop date of operations; (2) limitations on use established by the Forest Service (including fire restrictions); (3) the fee calculation option to be used and a completed Estimated Fee Determination Sheet (appendix D); and (4) any of the following that are applicable: (a) a process for submitting trip itineraries (appendix C); (b) guidelines and limits for incidental grazing; (c) location and layout of assigned sites to be used for base, spike, and drop camps or other purposes; and (d) authorized temporary improvements on National Forest System lands, including a schedule for their construction and removal.
- B. **ITINERARY.** The holder shall submit an itinerary for each type of trip.
- C. **PERFORMANCE REVIEW AND EVALUATION.** The holder's compliance with the terms and conditions of this permit and the five-year or annual operating plan is subject to annual performance review and evaluation by the authorized officer. The holder's performance will be documented on the Outfitter and Guide Performance Evaluation Form, Appendix F.
- D. **TEMPORARY IMPROVEMENTS.** No permanent improvements may be constructed under this permit. Temporary improvements with negligible value, such as hitching posts, corrals, tent frames, and shelters, may be approved by the authorized officer in the five-year or annual operating plan. Plans and revisions to plans for design, development, and layout of temporary improvements must have prior written approval by the authorized officer.
- E. **PROHIBITION ON ASSIGNMENT OF USE.** The holder may not assign all or part of the authorized use to others.
- F. **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.
- G. **MAINTENANCE.** The holder shall maintain authorized temporary improvements and the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.
- H. **SIGNS.** Signs posted on National Forest System lands must have prior written approval of the authorized officer.
- I. **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 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.

**J. 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.

**K. 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.

**L. REFUSE DISPOSAL.** The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.

**M. REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the Bridger-Teton National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Planting of trees, shrubs, and other plants in the permit area must have prior written approval from the authorized officer.

**N. FAILURE TO EXERCISE AUTHORIZED PRIVILEGES.** Reduce the authorized use if the holder has utilized less than 70 percent of the assigned amount in each of three consecutive years, unless the non-use was approved in accordance with FSH 2709.11, section 41.53h, paragraph 4, or unless the non-use was due to the permit being placed in non-use status pursuant to FSH 2709.11 section 31.23, paragraph 1. Failure to provide the services authorized by this permit may also result in revocation of the permit.

**O. 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.

**P. 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 **the Forest Service regionally designated noxious weed list**. The holder shall follow prevention and control measures required by **Forest Service Manual 2081.2**. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. Such plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

### 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 Part 251, Subpart C, 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 outstanding valid rights of third parties. Outstanding valid rights include those derived under 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. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.
- E. RISKS.** The holder assumes all risk of loss associated with use and occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.
- F. 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.F, III.I, and V, "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.
1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
  2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. 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 in connection therewith.
  3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.
- G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that

occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold the United States harmless 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 substance, 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.

**I. 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 and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer 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. Such policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to **Jackson Ranger District, P.O. Box 1689, Jackson, WY 83001**. 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 \$ **300,000.00** 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.

**J. CONTRACTED SERVICES.** The holder shall have in force an endorsement covering contracted services and equipment or, alternatively, the holder or the holder's contractor shall procure a separate insurance policy that covers these services.

#### **IV. PERMIT FEES AND ACCOUNTING RECORDS**

- A. PERMIT FEE.** The holder shall pay to the USDA, Forest Service, an annual 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 \$ **90.00**. Estimates of service days, the number of assigned sites, and grazing use shall be determined from the five-year or annual operating plan. Estimated fees shall be calculated on an Estimated Fee Determination Sheet. The holder shall pay the annual permit fee in advance of the authorized use and occupancy, as provided in clause IV.E. Payments due before commercial operations commence are not refundable.
- 1. COMMERCIAL USE FEE.** The annual permit fee shall be determined in accordance with **permit clause R4-A3**. Any decrease in the assigned amount of use (non-use) must be approved by the authorized officer. The holder does not have to pay a commercial use fee for approved non-use. The holder shall pay a commercial use fee for any non-use that is not approved.
- (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.
- B. 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:
- 1. Single Payment.** The holder shall pay the total annual estimated fee in advance when it is less than \$500.

2. **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.
  3. **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.
  4. **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.
- C. DOCUMENTATION OF REVENUE.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.
1. **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.
  2. **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.
- D. FEE PAYMENT ISSUES**
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.** 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.
  3. **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.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and 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.
  4. **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 common law. 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 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
    - (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

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

**E. 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:

1. 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.
2. 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.

**F. 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. RESOURCE PROTECTION

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

**B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**C. HERBICIDE AND PESTICIDE USE.** Herbicides and pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**E. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES.**

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

**F. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

**G. CLEANUP AND REMEDIATION.**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer upon knowledge of any release or threatened release of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management of the United States.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

**H. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

**VI. 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. REVOCATION BASED ON PERFORMANCE RATING.** If the holder receives an annual rating of unacceptable based on deficiencies identified but uncorrected in a mid-season review and evaluation, the Forest Service shall revoke this permit or, if it is about to expire, shall allow it to terminate.
- C. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION.** Prior to revocation or suspension under clause VI.A. or VI.B, the authorized officer shall give the holder written notice of the grounds for the action to be taken. For purposes of revocation under clause VI.B, written notice must be given to the holder after a review and evaluation that if the identified deficiencies are not corrected, they will result in an annual rating of unacceptable, which in turn will result in revocation of the permit. Prior to revocation or suspension under clause VI.A.1, 2, or 3 or revocation under clause VI.B, the authorized officer also shall give the holder a reasonable opportunity to complete corrective action prescribed by the authorized officer. The period between the review and evaluation and the annual rating shall constitute adequate opportunity to take corrective action for purposes of revocation under clause VI.B.
- D. 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.
- E. APPEALS AND REMEDIES.** Any written decisions by the authorized officer relating to administration of this permit, including annual ratings of probationary and unacceptable and revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.
- F. 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 and termination upon change of control of the business entity. 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.
- G. REMOVAL OF TEMPORARY IMPROVEMENTS.** Upon revocation or termination of this permit, the holder shall remove within a reasonable time prescribed by the authorized officer all temporary improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all temporary improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VII. 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 World Wide Web site, 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 World Wide Web site regarding use of the permit area shall state that the permit area is located in the Bridger-Teton National Forest.
- 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 such 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. **SUPERSEDED PERMIT.** This permit supersedes a permit designated **XYZ BOATER SHUTTLE, JAC000000, and dated XX/XX/20XX.**
- F. **SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.
- G. **Fees - Outfitter/Guide (R4-A3).**

The annual fees due the United States for the activities authorized by this permit shall be 3 percent of the adjusted gross revenue, subject to applicable minimum requirements, estimated prior to the operating season. The fee may be reduced based on the amount of time the outfitter's customers occupy National Forest System lands and waters in relation to the total duration of the outfitted trip, according to the following:

Percent of Time on National Forest System Lands & Waters	Fee Reduction
< 5%	80%
5-60%	40%
> 60%	None

An additional fee, subject to periodic adjustments, will be paid for each site reserved for use during the permitted period of occupancy. Fees for grazing of domestic livestock in conjunction with the outfitting operation will be as provided in FSM 2238.

- H. **Emergency Evacuation (R4-B1).** In the event of emergency rescue involving the permittee or his clients which requires helicopter evacuation, the permittee will be responsible for the cost of such rescue.
- I. **LIABILITY WAIVER (R4-B2).** The permit holder will not request or require persons served to sign a liability waiver for activities authorized by this permit. The permit holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgement of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

**VISITOR'S ACKNOWLEDGEMENT OF RISK  
(SAMPLE)**

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in (activity) and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of (concessionaire). I further understand that

\_\_\_\_\_(concessionaire)\_\_\_\_\_ reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in \_\_\_\_\_(activity)\_\_\_\_\_.

Self: \_\_\_\_\_ Spouse: \_\_\_\_\_

Minor Children: \_\_\_\_\_

\_\_\_\_\_

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation of the said activity.

Parent/Guardian \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date: \_\_\_\_\_

(If both parents are in attendance, both should sign.)

(Form may be modified to provide for the signature of each individual member of a group)

**J. Grizzly Bear Protection (R4-D5).** This special use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973, 16 U.S.C. 1531, the following conditions apply to this special use authorization:

- a. The Forest Service Authorized Officer may order an immediate temporary suspension of all human activities permitted by this authorization and, if needed, revoke the special use authorization when, in his/her judgment, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The holder shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension or revocation. Suspension or revocation, may be appealed to the next higher level, as provided in Secretary of Agriculture Regulations.
- b. The holder, his/her agents, employees, contractors, and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan dated **{current}** in the conduct of any and all activities authorized. The Forest Service Authorized Officer may review and revise the plan as needed.
- c. The holder assumes full responsibility and shall hold the United States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this special use authorization and encounters with grizzly bears, or from suspension or revocation of activities authorized by this special use authorization.
- d. Intentional or negligent acts by the holder, his/her agents, employees, contractors, and subcontractors that result in injury or death of a grizzly bear will be cause for revocation of this authorization in whole or in part.
- e. Failure to comply with provisions a, b, or c may result in suspension or revocation, of this authorization in whole or in part, and may cause criminal action to be taken against the holder under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

The Grizzly Bear Management and Protection Plan provided for in paragraph b above will, as a minimum, address the following:

- a. Camp locations and period of time each location is to be used.
- b. Areas to avoid or enter, by type of activities, schedule.
- c. Seasonal or other human activity limitations.
- d. Livestock and Pets: 1) by location; 2) numbers; 3) types (horses, dogs, and so forth); and 4) treatment

of carcasses.

e. Food Storage: 1) livestock and pets; and 2) human.

f. Food preparation and cleanup.

g. Garbage and Refuse Disposal: 1) livestock and pets; and 2) human.

h. Storage of game meat, if applicable.

i. Suggestions for minimizing direct conflict.

j. Human safety.

**K. Corporation Status Notification (X46).** The holder shall furnish the authorized officer with the names and addresses of shareholders owning three (3) percent or more of the shares, and number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote. In addition, the holder shall notify the authorized officer within fifteen (15) days of the following changes:

1. Names of officers appointed or terminated.

2. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.

3. A copy of the articles of incorporation and bylaws.

4. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.

5. A list of officers and directors of the corporation and their addresses.

6. Upon request, a certified list of stockholders and amount of stock owned by each.

7. The authorized officer may, when necessary, require the holder to furnish additional information as set forth in 36 CFR 251.54 (e)(1)(iv).

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

HOLDER: XYZ BOATER SHUTTLE	U.S. DEPARTMENT OF AGRICULTURE
----------------------------	--------------------------------

<b>By:</b> <hr/> <b>NAME</b>	<b>By:</b> <hr/> <b>DALE A. DEITER, District Ranger</b>
<b>Date:</b> _____	<b>Date:</b> _____
<b>By:</b> <hr/> <b>NAME</b>	
<b>Date:</b> _____	

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

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the  
(name of secretary or assistant secretary) ("secretary" or "assistant secretary")  
corporation that executed the above permit; that \_\_\_\_\_, who signed this  
(name of signatory)  
permit on behalf of \_\_\_\_\_ was then \_\_\_\_\_ of that  
(name of holder) (title of signatory)  
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 \_\_\_\_\_ by authority of its board of  
directors.  
(name of holder)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

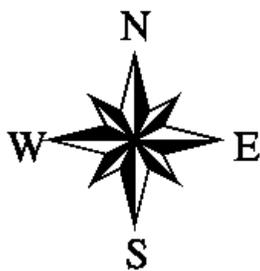
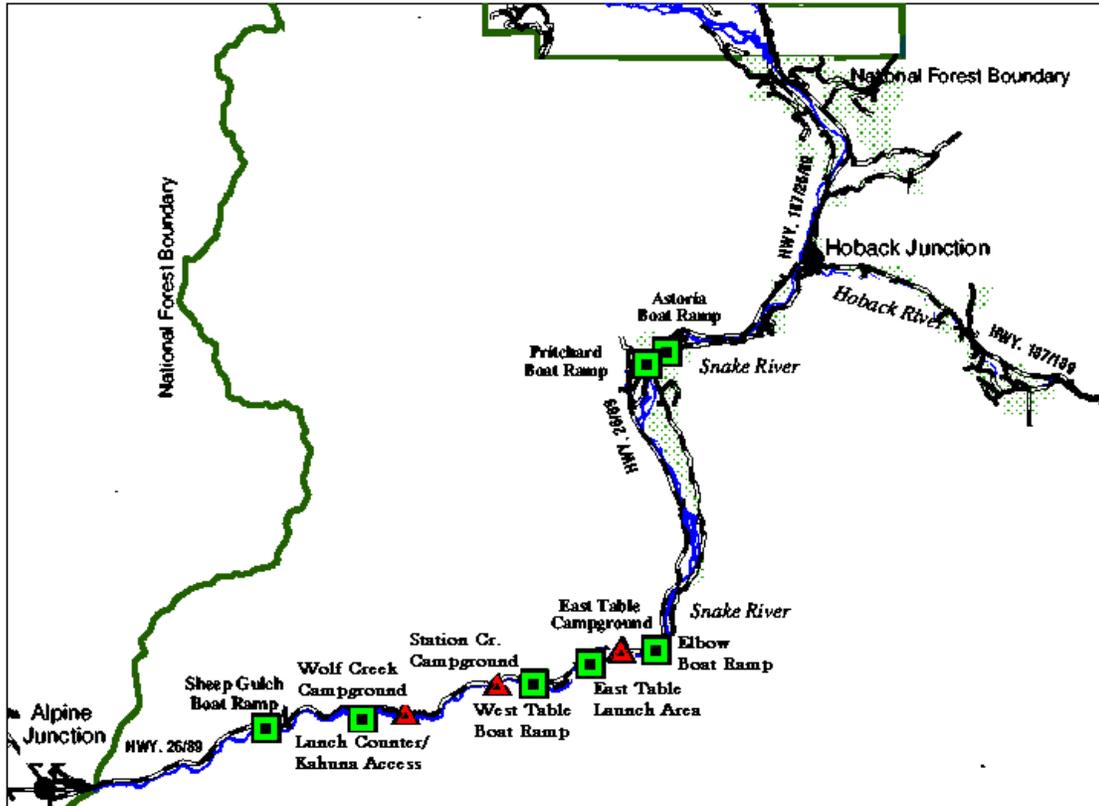
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

# Appendix B.: River Shuttle Area For XYZ BOATER SHUTTLE

For Use of Forest Facilities Between Hoback Junction and Sheep Gulch Boat Ramps  
In the Snake River Corridor



### Recreation Facilities

-  Boat Ramp
-  Campground
-  Roads / Highways
-  Non Forest Service Managed Lands
-  River
-  National Forest Boundary





<b>PART A. BALANCE SHEET</b>			
<b>YEAR ENDED</b>	<b>CURRENT YEAR (MO/DA/YR)</b>	<b>PAST YEAR (MO/DA/YR)</b>	<b>THIRD YEAR (MO/DA/YR)</b>
<b>ASSETS</b>			
<b>CURRENT ASSETS:</b>			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
<b>TOTAL CURRENT ASSETS</b>			
<b>FIXED ASSETS:</b>			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
<b>OTHER ASSETS:</b>			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
<b>TOTAL-OTHER ASSETS</b>			
<b>TOTAL ASSETS</b>			

<b>LIABILITIES AND OWNER EQUITY</b>	<b>CURRENT YEAR</b>	<b>PAST YEAR</b>	<b>THIRD YEAR</b>
<b>CURRENT LIABILITIES:</b>			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
<b>TOTAL CURRENT LIABILITIES</b>			
<b>OTHER LIABILITIES:</b>			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
<b>TOTAL OTHER LIABILITIES</b>			
<b>TOTAL LIABILITIES</b>			
<b>OWNER EQUITY:</b>			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
<b>TOTAL OWNER EQUITY</b>			
<b>TOTAL LIABILITIES AND OWNER EQUITY</b>			
<b>PART B. SUPPLEMENTAL DATA</b>			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			

NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):

<b>PART C. INCOME STATEMENT</b>	<b>CURRENT YEAR</b>	<b>PAST YEAR</b>	<b>THIRD YEAR</b>
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >

NET PROFIT (LOSS) FOR YEAR

NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.

**PART D (1). CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS**  
 We, the undersigned, general officers (or members) of \_\_\_\_\_  
 (Name of corporation or partnership) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of \_\_\_\_ 2 \_\_\_\_.

CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_ (Month/Year).  
 SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ (Affix Notary Seal)

**PART D (2). CERTIFICATION FOR INDIVIDUALS**  
 I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.

INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this ____ day of ____ (Month/Year)		(Affix Notary Seal)
SIGNATURE _____	TITLE _____	

USDA Forest Service

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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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U.S. GPO: 1996-720-508

Appendix D: Standard Performance Evaluation Form

BRIDGER-TETON NATIONAL FOREST OUTFITTER/GUIDE EVALUATION

Permittee/Business Name: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

Permit Category:

- Priority  
 Temporary

Rating Guide	Acceptable	Needs Improvement	Not Acceptable
Service to the Public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compliance with Permit Conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compliance with Operating Plan Conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resource Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall Annual Rating:

- ACCEPTABLE  
 PROBATIONARY  
 UNACCEPTABLE

Comments, Corrective Action Taken/Recommended, Commendable Performance:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Permittee/Authorized Agent

Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_  
Outfitter and Guide Administrator

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Officer

<b>SERVICE TO THE PUBLIC</b>		ACCEPTABLE	NEEDS IMPROVEMENT	NOT ACCEPTABLE	N/A or NOT CHECKED
1.	Permittee and his/her employees deal with clients, other permittees, Forest Service, community, and non-commercial visitors in a professional and business-like manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Permittee and his/her employees provide emergency assistance when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Permittee and his/her employees demonstrate quality customer service and lead by example as outlined in the Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Rates, services, and/or accommodations are provided as represented by the permit holder.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Conflicts with general public, clients, and other outfitters are dealt with in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Clients receive educational and interpretive information about area, including Wilderness regulations, and Leave No Trace ethics and practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMPLIANCE WITH PERMIT CONDITIONS</b>					
1.	Estimated and Actual Use service days and activities are in accordance with Use Authorized in the Permit and Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Application, verification of insurance and signing of Permit done timely and properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Estimated and Actual Use Reports are submitted on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Insurance lists the Government as "Additionally Insured" and includes USFS policy approval number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Payments are made on time as specified in the Bill For Collection and/or Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	All of the permittee's brochures and advertising regarding use and operation of the area and facilities under permit contain the specific language "Operating under permit by the Bridger-Teton National Forest".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	All of the permittee's brochures and advertising regarding use and operation of the area OR facilities under permit contain the specific language "Equal opportunity service provider".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Service is provided without discrimination by segregation or otherwise against any person on the basis of age, race, color, creed, religion, family/marital status, or national origin.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Complies with the requirements of all state, Federal, and county laws and regulations which are applicable to the operations covered by this Permit, including state Labor and Employment Laws.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Accurate and adequate records for an audit are maintained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Permittee and his/her employees comply with all other permit provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMPLIANCE WITH OPERATING PLAN CONDITIONS</b>					
7.	Participates in preparation of the Operating Plan as required by the Forest Service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Employee actions are in compliance with permit and Operating Plan requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Itineraries are submitted and followed as specified in the Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	All other Operating Plan requirements are followed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>VEHICLES AND EQUIPMENT</b>					
1.	All vehicles and equipment are of good quality and are in good state of repair and safe to use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Equipment is provided as advertised.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>SAFETY</b>	<b>ACCEPTABLE</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT ACCEPTABLE</b>	<b>N/A or NOT CHECKED</b>
1. Adequate safety, first aid, and repair equipment is readily available as outlined in the Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Appropriate protocol is followed for search and rescue activities, and accident reporting, as specified in the Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Permittee and his/her employees comply with safety regulations and standards for the activity, and are responsible for the safe conduct of activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>RESOURCE PROTECTION</b>				
1. Facilities, improvements, operation and maintenance are in accordance with Operating Plan and GYA Outfitter Policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleanup and sanitation is in compliance with Operating Plan, operation is neat and orderly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Fire use, prevention, and control as required in the permit and Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Use of trails is in compliance with the permit and Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All Wilderness Regulations and Special Orders are followed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. All bear conservation regulations and guidelines are followed as specified in the Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. All other resource protection measures are followed as specified in the permit and Operating Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Appendix E: Business Plan

**The  
Business Plan Outline  
For  
Forest Service Concessions**

**USDA Forest Service**



A Proposal in Response to

The Shuttle Prospectus for:

\_\_\_\_\_

on the

\_\_\_\_\_ Ranger District

\_\_\_\_\_ National Forest

Name of Company : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

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## **Part I: The Business**

### **1. Purpose and Goals:**

A. What is your purpose in pursuing this business?

B. Define your business goals for the next year and what you foresee five years from now:

## **2. Description of the Business:**

This section should describe the nature and purpose of the company, background on your industry, and what opportunities you see for your services.

A. Brief description of the business:

B. Briefly describe your knowledge of this industry:

C. List the products and services you will provide:

### 3. Legal Structure:

There are several ways in which your business can be legally organized.

A. How is your company legally organized? (Check appropriate box).

- Sole Proprietorship
- General Partnership
- Corporation ---  "C" Corp or  "S" Corp
- Limited Partnership
- Limited Liability Company (LLC)
- Other

B. Why is this legal organization most appropriate for your business?

C. Does your operation require a state registration number? YES \_\_\_ NO \_\_\_.  
(If "Yes", include a copy of the registration in the Supporting Documents.)

Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:

<b>Name</b>	<b>Address</b>	<b>SSN</b>	<b>% Ownership</b>
-------------	----------------	------------	--------------------

#### **4. Location of Your Business:**

Describe the planned geographical location of the business and discuss the advantages and disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities. Describe your approach to overcoming any problems associated with the location.

A. Planned geographic location:

B. Discuss advantages or disadvantages of the site location:

C. Describe your approach to overcoming any problems:

## **5. Market And Customers:**

The purpose of this section is to present sufficient facts to convince the evaluation team that your service has a substantial market and can achieve success in the face of competition. Discuss who the customers are for your service. Where are the major purchasers for the service?

A. Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international):

B. Describe the size of the current total market and potential annual growth:

C. Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost:

## 6. Competitive Analysis:

Make a realistic assessment of the strengths and weaknesses of your competitors. Compare the competing services on the basis of image, location, price, advertising, and other pertinent features. Discuss your key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

A. Identify your key competitors:

B. Discuss their strengths and weaknesses.

C. Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Area of Comparison	You	Competitors			
		A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					

Why do you think you can compete with your competitors and capture a share of the market?

## 7. Management:

The evaluation team is looking for a committed management team with the proper balance of technical, managerial, and business skills and experience which supports your proposal. Be sure to include complete resumes for each key management member in the Supporting Documents section.

(Use additional pages and attach as necessary)

A. List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.

B. Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.

C. List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.

Accountant \_\_\_\_\_

Attorney \_\_\_\_\_

Banker \_\_\_\_\_

Insurance Broker \_\_\_\_\_

Advertising \_\_\_\_\_

Others \_\_\_\_\_

## **8. Personnel:**

Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. (Use additional pages as necessary)

A. Identify essential employees, their job titles, and required skills:

B. Identify the source and your plan to recruit essential employees:

C. Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc:



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## 2. Start-Up Expenses:

Start-up expenses are the various costs it takes to open your doors for business:

Item	Cost
Total cost of capital equipment	\$ _____
Beginning inventory of operating supplies	_____
Legal fees	_____
Accounting fees	_____
Other professional fees	_____
Licenses and permits	_____
Remodeling and repair work	_____
Deposits (public utilities, etc.)	_____
Advertising	_____
Insurance	_____
Bonds	_____
Advance permit fees	_____
Other expenses:	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total Start-Up Expenses</b>	<b>\$ _____</b>

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### 3. Sources and Uses of Financing:

#### A. Sources of Financing:

Investment of cash by owners \$ \_\_\_\_\_

Investment of cash by shareholders \_\_\_\_\_

Investment of noncash assets by owners \_\_\_\_\_

Investment of noncash assets by shareholders \_\_\_\_\_

Bank loans to business: short term (one year or less) \_\_\_\_\_

Bank loans to business: long term (more than one year) \_\_\_\_\_

Bank loans secured by personal assets \_\_\_\_\_

Small Business Administration loans \_\_\_\_\_

Other sources of financing (specify) \_\_\_\_\_

\_\_\_\_\_

**Total Sources of Financing** \$ \_\_\_\_\_

#### B. Uses of Financing:

Buildings \$ \_\_\_\_\_

Equipment \_\_\_\_\_

Initial inventory \_\_\_\_\_

Working capital to pay operation expenses \_\_\_\_\_

Noncash assets contributed by owners  
(use same amount as in Sources, above) \_\_\_\_\_

Other assets (specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Uses of Financing** \$ \_\_\_\_\_

### **C. Monthly Cash Flow Projection:**

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

**NOTE: The Cash Flow Projection chart on the following page is required to be completed and submitted in the existing format.**



**D. Start-up Balance Sheet:**

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time.

**NOTE: The following Start-up Balance Sheet is required to be completed and submitted in the existing format.**

**Start-up  
Balance Sheet**

**Assets**

Current Assets		\$	
Fixed Assets	\$		
Less Accumulated Depreciation	\$		
Net Fixed Assets		\$	
Other Assets		\$	
<b>Total Assets</b>		<b>\$</b>	

Footnotes:

**Liabilities**

Current Liabilities		\$	
Long-Term Liabilities		\$	
<b>Total Liabilities</b>		<b>\$</b>	

**Net Worth or Owner's Equity**

(Total assets minus total liabilities)		\$	
<b>Total Liabilities and Net Worth</b>		<b>\$</b>	

Footnotes:

## E. Start-up Income Statement Projection:

Income Statements (also called Profit and Loss Statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses (and for most bankers), income projections covering one to three years are more than adequate.

If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' *Annual Statement Studies* and trade association publications are two possible sources.

**NOTE: The following Income Projection is required to be completed and submitted in the existing format.**



## Part III: Historical Financial Reports for Existing Business

1. Each applicant is required to submit all four items listed below, if an existing business.

- \_\_\_\_\_ 1. Balance sheet (past three years)
- \_\_\_\_\_ 2. Income statement (past three years)
- \_\_\_\_\_ 3. Tax returns (past three years)
- \_\_\_\_\_ 4. Current credit report from major credit bureau

## Part IV: Supporting Documents

1. Each applicant is required to submit all five items listed below.

- \_\_\_\_\_ 1. Personal resumes of business owners, officers, and partners
- \_\_\_\_\_ 2. Personal financial statements of business owners, officers, and partners
- \_\_\_\_\_ 3. Bank or investor letters of intent to finance project
- \_\_\_\_\_ 4. Copies of business leases pertinent to this business
- \_\_\_\_\_ 5. Copies of all pertinent existing permits or licenses applicable to this business  
(Submit only the face pages of all current concession permits)

## Part V: Appendices

### Legal Organization:

The more popular legal organizations and their reasons are outlined below. Business Start-up Kits and information on registration, licensing, and permit requirements for Wyoming can be obtained from Small Business Development Centers (SBDC) by logging onto the web site [www.sba.gov/sbdc](http://www.sba.gov/sbdc) for a listing closest to your business area or by calling the Wyoming SBDC state office at

#### 1. Sole Proprietorship

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states requires you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes.)

#### Advantages:

- ② Simple to start.
- ② Easy to dissolve.
- ② Owner makes all management decisions.
- ② Pay only personal income tax; business entity not taxed separately.

#### Disadvantages:

- ② Unlimited liability (owner legally liable for all debts, claims and judgments).
- ② Difficulty in raising additional funds.
- ② No one to share the management burden.
- ② Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

## 2. General Partnership:

A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

### Advantages:

- ② Simple to start.
- ② Fairly easy to dissolve.
- ② Additional sources of capital from partners.
- ② Broader management base.
- ② More opportunity for each partner to specialize.
- ② Tax advantages: no separate income tax.
- ② Limited outside regulation, compared to a corporation.

### Disadvantages:

- ② Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
- ② Difficulty if raising outside capital.
- ② Divided authority.
- ② Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
- ② Difficult to find suitable (compatible) partners.
- ② One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

### 3. Corporation:

There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state. In Arizona, information about forming a corporation can be obtained from the Secretary of State's Office, 1300 W. Washington St., Phoenix, AZ (602)542-3076 or online at [www.cc.state.az.us](http://www.cc.state.az.us).

#### A. "C" Corporation Advantages:

- ② Limited liability (as long as you *act* like a corporation-which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- ② Easier to bring in additional capital.
- ② Ownership is transferable.
- ② Company has continuous, perpetual existence.
- ② Possible tax advantages (seek adequate advice from a tax professional).
- ② Gives you more sense of permanence, thus more "weight," in the business world.

#### "C" Corporation Disadvantages:

- ② More expensive to organize.
- ② Highly regulated.
- ② Extensive record-keeping requirements.
- ② Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- ② Shareholders/Board of Directors may counter your management decisions.

## B. "S" Corporation Advantages

- ② Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- ② You still maintain the limited liability of a corporation.
- ② If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

## "S" Corporation Disadvantages

- ② There are some restrictions on "S" corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).
- ② You must request permission from the IRS to be an "S" corporation, and generally, must maintain the calendar year as your fiscal year.

## 4. Limited Partnership

In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make known, through filing with the Secretary of state, that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the "S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of "up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

## 5. Limited Liability Company (LLC)

While wearing the corporate form, essentially, an "LLC" is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an "S" Corporation is that other corporations may be owners, and the "LLC" may also hold 100% ownership in subsidiary companies. If you are a small corporation, but have interest from institutional or corporate investors, this form of organization may hold distinct advantages for you.

Be aware that the "LLC" is a relatively new business form. Legal precedents have not yet been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an "LLC", you are strongly urged to seek competent, professional legal and tax advice.

**Available Business Resources:**

An SBDC office may be available as a resource to those interested in responding to a prospectus that offers an opportunity to supply a recreation activity to the Forest visitor. Additional information is available online at [www.sba.gov](http://www.sba.gov)

**Appendix F.**  
**Special Order 04-03-220, Occupancy and Use on the Snake and Hoback**

Order Number: 04-03-220

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
BRIDGER-TETON NATIONAL FOREST  
JACKSON RANGER DISTRICT**

***OCCUPANCY AND USE***

**PROHIBITIONS:**

Pursuant to Title 36 CFR 261.50 (a) and (b) the following act is prohibited in the area as described in this order, all within the Jackson Ranger District, Bridger-Teton National Forest and Caribou-Targhee National Forest administered by the Bridger-Teton National Forest annually beginning **April 1 and ending November 1.**

1. Launching a boat except at a designated launching ramp. **36 CFR 261.58(r)**
2. Being in designated launch area after sundown or before sunrise. **36 CFR 261.58(l)**
3. Parking or leaving a vehicle in violation of posted instructions. **36 CFR 261.58(g)**
4. Using a campsite or other area described in the Order by more than the number of users allowed by the Order. **36CFR 261.58(f)**
5. Possessing, parking or leaving more than two vehicles, except motorcycles or bicycles per individual camp unit. **36 CFR 261.58(i)**
6. Being publicly nude. **36 CFR 261.58(j)**

**EXEMPTIONS:**

Pursuant to 36 CFR 261.50 (e) the following persons are exempt from this order:

1. Persons with a permit specifically exempting them from the effect of this Order.
2. Any Federal, State, or local officer, or member of an organized rescue or fire fighting force in the performance of an official duty.

**AREA DESCRIBED:**

Beginning at Kozy Campground proceeding downstream on the Hoback River and on National Forest System Lands occurring below South Park Bridge on the Snake River within one half mile either side of the Snake River and Hoback River located on the Bridger-Teton National Forest and that portion of the Caribou-Targhee National Forest administered by the Bridger-Teton National Forest. As noted on map made part of this Order.

**PURPOSE:**

In an effort to assure a quality visit to the Snake River Watershed.

**IMPLEMENTATION:**

1. This Order will be in effect when signed and shall remain in effect until further notice.
2. A map identifying the closure area is attached and made part of this Order.
3. Any violation of this prohibition is punishable by a fine of not more than \$5,000.00 for individuals, and \$10,000.00 for organizations and/or imprisonment for not more than six (6) months. [Title 16 USC 551, Title 18 USC 3571(b)(6), Title 18 USC 3581(b)(7)].
4. Order supersedes any previous orders prohibiting the same acts covered by this Order.

Done at Jackson, Wyoming this 23rd day of July, 2004.

  
For CAROLE "KNIFPY" HAMILTON  
Forest Supervisor  
Bridger-Teton National Forest

Order Number: 04-03-220

