

**TONTO PASS PROGRAM
TONTO NATIONAL FOREST**

FEE MANAGEMENT AGREEMENT NO. _____

BETWEEN

* _____

AND

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
TONTO NATIONAL FOREST**

This agreement is made and entered into by and between the USDA Forest Service, Tonto National Forest, herein after referred to as the Forest Service and

* _____ herein after referred to as a vendor.

I. PURPOSE

Pursuant to Section 6 of the Federal Lands Recreation Enhancement Act, the Forest Service is authorized to enter into agreements for the sale of recreation passes through a vendor as defined in section 5 (b) of the act. The purpose of this agreement is to establish a system where the vendor is authorized to sell at face value Tonto National Forest passes and stickers that the vendor purchased at a discounted rate.

II. MUTUAL INTERESTS

The Forest Service permits the public for recreation use within the Tonto National Forest through the use of recreation passes and stickers. The Forest Service has determined that a vendor based program is the most efficient method of issuing recreation passes and stickers. The Forest Service is interested in making the passes and stickers available at convenient locations, which have extended operating hours, and at such locations that are readily accessible to the general public.

The vendor is interested in promoting the Tonto National Forest by making the passes and stickers available to the general public through their commercial retail outlet or organization.

In consideration of the above premises, the parties agree as follows:

III. THE FOREST SERVICE SHALL:

1. Provide the vendor passes and stickers and the informational material necessary to carry out the program. All supplies and materials covered under this agreement shall be delivered to vendor or to a convenient location as agreed to by the parties. The Forest Service will normally ship orders within five working days after receipt of order.
2. Accept the following forms of payment for the purchase of passes: personal checks, company checks, postal money order, bank cashier's check, or personal/business credit cards. Forest Service will only accept checks and money orders made payable to: *USDA Forest Service*.
3. At the time of delivery, provide vendor with a list of the serial numbers of all permits and passes delivered to them on the AD-107 Transfer of Government Property form.
4. Provide shipping at no charge to the vendor.
5. Provide vendors with program orientation, training, and a Vendor Guide.
6. Publish the vendor's name and address on the Tonto Pass website Vendor list.
7. Sell the Tonto Pass to the vendor at the wholesale rate of:
 - a. Tonto Daily Pass for \$7.60 each (sold in books of 25 for \$190.00)
 - b. Watercraft Use Sticker for \$3.80 each (sold in sheets of 10 for \$38.00)

(Prices subject to change without notice)

8. Process a refund for the return of unsold Tonto Pass items that are in reusable condition in the event of termination of the Fee Management Agreement within 30 business days of termination date.
9. Process replacement passes for products that are damaged in transit to the vendor, have printing errors, or are expired and no longer usable. Replacements will only be issued once returned products are received and inspected to ensure that they meet those criteria. Replacement passes will not be issued due to vendor error or for passes returned to the vendor by their customer.

IV. THE VENDOR SHALL :

1. Order only through the *Tonto Pass Distribution Office* of the Tonto National Forest, using the approved order form that can be found in the Vendor Guide. Phone orders do not require a form.
2. Place a minimum order based on product requested:

- a. Tonto Daily Passes: 1 book (25 passes)
 - b. Watercraft Use Stickers: 1 sheet (10 stickers)
3. Sell passes to the public for a price that does not exceed the face value. Passes may be sold for less than face value or given away for promotional purposes at the expense of the vendor. *Passes may not be sold by the vendor to non-participating vendors or anyone else for resale purposes.*
4. Vendor is prohibited from requiring the pass purchaser to buy any other goods or services with a concurrent pass/permit purchase.
5. Return a signed copy of the AD-107 Transfer of Government Property form to the Forest Service acknowledging receipt of products.
6. Distribute informational material (provided by the Forest Service) to the public at no charge.
7. Display posters and/or marketing materials provided by the Forest Service to advertise the program.
8. Provide to the public only information that is consistent with the material provided by the Forest Service.
9. Vendor may not alter or add to any material provided to them by the Forest Service.
10. Vendor may display their name and address on material only when a space is provided for that purpose.
11. Vendor may advertise the availability of the Tonto Pass through their commercial outlets(s) using material provided by the Forest Service. Any other promotional activities involving the Tonto Pass must be approved by the Forest Service in advance.
12. Submit full payment to the Forest Service when placing the pass order in the form of: personal checks, company checks, postal money order, bank cashier's check, or personal/business credit cards. Forest Service will only accept checks and money orders made payable to: *USDA Forest Service*.
13. Provide factual records related to the sales of Recreation passes and stickers to the Forest Service for review upon request.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. Vendor is participating in the Tonto National Forest Pass Program as a public service and that no charges or claims will be made against the Forest Service for services performed under this agreement.
2. The vendor shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements for all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
3. Pursuant to 31 U.S.C. 3717 and 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment due the Government not made by the payment due date. Payments will be credited on the date received by the designated collection officer or deposit location.
4. This instrument in no way restricts the Forest Service or the vendor from participating in similar activities with other public or private agencies, organizations, and individuals.
5. TAXPAYER IDENTIFICATION NUMBER. Pursuant to the Debt Collection Improvement Act of 1996, as amended by Public Law 104-134, cooperators shall furnish their tax identification number upon execution of this instrument. The cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.
6. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<i>Forest Service</i>	*Vendor
Name: Rebecca Hoffman	Name: _____
Address: 2324 E. McDowell Phoenix, AZ 85006 Telephone: (602) 225-5200	Address: _____ Telephone: _____ Email Address: _____

8. Either party may terminate this agreement at any time in writing. This agreement shall terminate on December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Vendor

* _____ *

Vendor Representative

Date

Vendor's Taxpayer Identification Number * _____

USDA FOREST SERVICE, TONTO NATIONAL FOREST

Forest Supervisor

Date

Version December 2015