

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

**SPECIAL USE PERMIT FOR OUTFITTING AND GUIDING
 Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
 (Ref. FSH 2709.11, section 41.53)**

This permit authorizes priority use outfitting and guiding for __2 years or up to 10__ years.

ABC Adventures, 123 Main St, Anytown AK (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 Smokey Bear Ranger District of the CHUGACH NATIONAL FOREST, described as and 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."

The purpose of this permit is to authorize the following outfitting and guiding activities:

Guide Use Area or Specific Location Description	Dates of Trips or Operating Season	Activity of Tour or Species Hunted	Maximum # of Clients per trip/tour	Total #Clients per year
Smokey Bear Ranger District (see map)	5/1-10/1	Hiking Camping Including boat landing	2 Groups of up to 12 guests and 3 guides per group	400
Smokey Bear Ranger District (see map)	11/1-05/15	Backcountry skiing, splitboard snowboarding & snowshoeing	12+ 2 Guides	100
			Total service days	500

This use will be exercised as described in the annual or five year operating plan.

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

- APPENDIX A - Map of Authorized Area
- APPENDIX B - Five-year or annual Operating Plan, dated ___(insert date) ___ and approved annually
- APPENDIX C - Trip Itinerary
- APPENDIX D - Estimated Fee Determination Sheet, approved annually
- APPENDIX E - Actual Use Report Format
- APPENDIX F - Authorized Officer's Outfitter and Guide Performance Evaluation Criteria
- APPENDIX G - Other ___

I. GENERAL TERMS

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

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

C. TERM. This permit shall expire at midnight on 12/31/2022. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Upon expiration, this permit may be extended for up to 8 years if the priority use authorized by this permit is consistent with applicable law and the applicable land management plan and if the holder's performance is satisfactory.

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, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR 218.

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 planned.

(a) In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

(b) In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

(c) In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

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 an annual operating plan by date before start of operating season, 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 ; (e) identity and schedule for any inspections that the holder is required to conduct at the holder's expense.

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 using the Outfitter and Guide Performance Evaluation Criteria, 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 from 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 Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

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 CHUGACH 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. During the 5th year of operation and upon termination, the authorized officer shall review actual use and adjust the allocation of use to match the highest amount of actual use in 1 calendar year during the first 5 years of operation, plus 25 percent of that amount for holders with up to 1,000 service days or the equivalent in quotas or 15 percent of that amount for holders with more than 1,000 service days or the equivalent in quotas, provided that:

1. The combination of the highest amount of actual use in 1 calendar year and the additional 25 or 15 percent of use not exceed the amount of use allocated when the permit was issued; and

2. To ensure that 5 years of use are available for review as a basis for making the allocation adjustment, the authorized officer may adjust the review period to include a previous or an additional year of use based on a finding that

extraordinary circumstances prevented a season of operation.

O. RESTRICTION OF MOTOR VEHICLE USE. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

P. ADVERTISING. The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its website, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its website regarding use of the permit area shall state that the permit area is located in the CHUGACH NATIONAL FOREST.

Q. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by name of federal, state, or local authority. The holder shall follow prevention and control measures required by name of federal, state, or local authority. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

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

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 214, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived 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 are not required by state law and may not be acquired to exercise the minor water uses authorized by this permit.

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

F. RISK OF LOSS. 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 other forces of nature. 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.

G. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs resulting from 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.

2. 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.

H. HEALTH AND SAFETY. The holder shall address the health and safety of its employees, agents, and clients by

having trained and qualified staff, utilizing properly maintained equipment, and providing supervision appropriate for the level of risk associated with the authorized activity. The holder shall avoid situations or conditions that cause or threaten to cause a hazard to public health or the safety of the holder's employees, agents, or clients. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with such activities. 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.

I. ENVIRONMENTAL PROTECTION

1. For purposes of clauses III.I and V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. 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. Environmental damage includes but is not limited to 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. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any activity or condition arising out of or relating to the authorized use and occupancy that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

J. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (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.

K. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the 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 and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. 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 Smokey Bear Ranger District, 100 Main St, Anytown AK . 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.

Insurance:

[See Forest Service Manual 2700 Chapter 2710, Exhibit 2713.1 for minimum amounts which are based on activities](#)

USER NOTES FOR CLAUSE III.K.1.

[Use the following clause III.K.1 for policies with separate limits of coverage for personal injury or death and third-party property damage.](#)

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:

\$ _____ amount for injury or death to one person per occurrence,
\$ _____ amount for injury or death to more than one person per occurrence, and
\$ _____ amount for third-party property damage, per occurrence.

Use the following clause III.K.1 for policies with combined single limits of coverage for personal injury or death and third-party property damage. Delete the remaining clause III.K.1.

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 \$ _____ amount 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.

L. 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. 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., 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. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. 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 require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL AND 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 follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave such discoveries intact until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25

U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF THREATENED AND ENDANGERED, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area 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 within designated critical habitat shall be shown on a map included in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. 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.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. This identifying information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

3. 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 permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area 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 permit area is in compliance with all applicable federal, state, and local laws and regulations.

I. 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.

V. LAND USE FEE AND DEBT COLLECTION

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

1. Commercial Use Fee. The annual land use fee shall be determined in accordance with the Alaska Region flat fee system, or 36 CFR Part 251, Subpart E, as applicable.

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 land use 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 ACTUAL USE. The holder shall provide documentation of actual use for purposes of land use 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.

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 United States 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. 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.

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.

Use the following clause VI.C for short operating seasons where a mid-term evaluation is not feasible. For other permits, delete the following clause.

Selection item 1: Use for short operating seasons where a mid-term evaluation is not feasible.

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, VI.2, or VI.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.

Selection item 2: Use the following VI.C clause for permits that have a longer operating season and a mid-season review.

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 the mid-season 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, VI.A.2, or VI.A.3 or revocation under clause VI.B, the authorized officer also shall give the holder a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. The period between the mid-season 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 shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the onsite review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

E. APPEALS AND REMEDIES. 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 administrative appeal pursuant to 36 CFR Part 214, 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. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

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

D. 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.

E. Conduct (R10-B101). In general, the holder is expected to behave in a professional demeanor regarding their interactions with the Forest Service, other agencies, their peer group, and the people they serve. Disorderly or objectionable conduct by the Holder, (or those occupying the premises with holder's permission) may be cause for termination of this authorization. The authorized officer shall determine whether or not "proof of disorderly conduct" is sufficient to warrant termination of the authorization.

F. Emergency Rescue (R10-B102). In the event of rescue and evacuation involving the holder, and/or agents, employees, and/or clients engaged in or conducting the activities authorized herein, the United States shall not be responsible for the costs of such rescue and evacuation, or associated aid and treatment. .

. Termination of Authorization on Lands subject to Disposal (R10-E106). This authorization will terminate upon issuance of a decision to convey the land into non-Federal ownership. Should this authorization fall within the boundaries of a present or future State or Native claims selection area, this authorization shall terminate 2 days prior to the selection receiving tentative approval, interim conveyance, or patent to the State of Alaska, a Native, or a Native corporation.

Designation of Holder Representative (R10-X101). The holder (or use name of authorized group) must designate in writing to the authorized officer the name and title of the person who is authorized to act in all matters connected with the privileges authorized by this permit. In the event the designated representative is to be changed for any reason, the authorized officer must be notified of the replacement as soon as possible.

. Archaeological-Paleontological Discoveries (R10-X106).

Items of historic, prehistoric, or paleontological value are protected under various Federal laws, including the Antiquities Act of 1906 (16 U.S.C. 433), the Archaeological Resource Protection Act of 1979 (16 U.S.C. 47033) as amended, and Federal regulations. If historic, prehistoric, or paleontological objects or sites are discovered during activities under this permit, the holder is responsible for assuring that those objects or sites are not disturbed during the course of the activities of the holder or the holder's clients. The holder must notify the Forest Service of such discovery at the earliest opportunity. Failure to comply with this clause may result in criminal prosecution of the holder for violation of a Federal law or regulation.

____ Coast Guard Licensing and Inspection Requirements (B-5).

Any motorized passenger vessel for hire that uses waters under the jurisdiction of the United States Coast Guard (Coast Guard) (33 CFR 2.38) must hold a valid Coast Guard merchant mariner license. Any motorized passenger vessel for hire that carries 7 or more passengers and that uses waters under the jurisdiction of the Coast Guard must also hold a Coast Guard-issued certificate of inspection.

_____ Holder's Operations (R10-X105). This permit is subject to and contingent on required Federal and State laws, rules, and regulations applicable to the holder's operations. Termination or sale of any of the required Federal or State licenses or permits needed for the holder's legal operation shall automatically terminate this authorization.

_____ Tide Land Clause (R10-X102). This permit authorizes only the area and improvements located above the line of mean high tide. Mean high tide is usually found around the 12 foot tide level, and is commonly associated with the presence of beach vegetation. Authorization for the use of the tidelands seaward from the line of mean high tide must be secured from the State of Alaska, Division of Lands.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

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

ACCEPTED:

ABC RAFTING, HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE	DATE
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APPROVED:

NAME AND TITLE OF AUTHORIZED OFFICER	SIGNATURE	DATE
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