Appendix ~~6B~~ 15

Sample Collection Agreement for G-T Fee Offset Work

Collection Agreement

between

[HOLDER]

and

_____ National Forest

THIS COLLECTION AGREEMENT is made by _____ (the holder) and the U.S. Department of Agriculture, Forest Service, _____ National Forest (the Forest Service), under Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

WHEREAS, the holder operates a Forest Service campground under a special-use permit dated _____ (the permit);

WHEREAS, the holder is required to perform certain Government maintenance and reconditioning projects listed in the attached Annual Granger-Thye Fee Offset Agreement (the fee offset agreement);

WHEREAS, **[SELECT EITHER: (1) THE HOLDER HAS REQUESTED THE FOREST SERVICE TO PERFORM AND THE FOREST SERVICE IS WILLING TO PERFORM UNDER A COLLECTION AGREEMENT OR (2) THE FOREST SERVICE IS REQUIRING THAT IT PERFORM UNDER A COLLECTION AGREEMENT]** the following projects listed in the fee offset agreement: _____;

WHEREAS, those projects will be performed from funds deposited or to be deposited by the holder;

WHEREAS, the cost of those projects may be used to offset the permit fee in accordance with the fee offset agreement;

THEREFORE, in consideration of the above, the parties agree as follows:

The holder shall:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government maintenance and reconditioning work listed in this agreement, including overhead as determined by the Forest Service up to ___ percent of project costs.

Appendix 6B: Sample Collection Agreement

The Forest Service shall:

1. Deposit payments received from the holder under this agreement into the Forest Service cooperative work fund.

2. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.

3. Upon completion of a project listed in this agreement, reimburse the holder for any amount paid under this agreement that exceeds the cost of the project, provided that in the alternative the holder may ask the Forest Service to hold the funds and apply them to the next permit fee payment.

It is mutually agreed that:

1. No member of or delegate to Congress or resident commissioner shall receive any benefit that may arise from this agreement; provided, that this provision shall not apply to this agreement if it is made with a corporation for its general benefit.

2. This agreement in no way restricts the Forest Service or the holder from participating in similar activities with other public or private agencies, organizations, or individuals.

3. Any holder contributions made under this agreement do not directly or indirectly convey Forest Service endorsement of the holder's products or activities.

4. Modifications to this agreement shall be made by mutual consent of the parties and shall be signed and dated by both parties. The Forest Service is not obligated to fund any modifications that are not made in accordance with this clause.

5. Either party may terminate the agreement, in whole or in part, by providing 60 days' written notice. If the agreement is terminated in part, the Forest Service shall not incur any new obligations for the terminated portion of the agreement after the effective date of termination. If the agreement is terminated in whole or in part, the Forest Service shall cancel as many of its obligations as possible. Full credit shall be allowed for all Forest Service expenses and non-cancelable obligations properly incurred up to the effective date of termination. Any funds on deposit may be held by the Forest Service beyond the termination date to meet obligations incurred prior to termination, and to pay any other obligations the holder may owe the United States.

6. Unless terminated by written notice, this agreement shall remain in effect until the end of the initial permit term is extended, this agreement may be extended for the same period as the permit term.

7. Per 16 U.S.C. 572, the United States shall not be liable to the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees for any loss, personal injury, or death occurring in connection with performance of work under this agreement, and the holder on behalf of itself and its heirs, assigns, agents, employees, contractors, and lessees hereby waives any and all claims against the United States for compensation for any loss, personal injury, or death occurring in connection with performance of work under this agreement.

8. The principal contacts for this agreement are:

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

_____	_____
Date	[Title] for [HOLDER NAME]
_____	_____
Date	Authorized Officer
	_____ National Forest