

Auth ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Expiration Date: #EXPIRATION_DATE#

FS-2700-3c (V. 07/2012)
OMB No. 0596-0082

USDA, Forest Service	FOREST SERVICE USE TYPE 149		
SPECIAL-USE APPLICATION & PERMIT FOR RECREATION EVENTS (Ref.: 36 CFR 251)	DATE RECEIVED	ISSUE DATE	EXPIRATION DATE
Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)	REG. / FOR. / DIST.	AUTH. ID.	STATE / COUNTY

PART I - APPLICATION

1. APPLICANT INFORMATION:

Name of Group: _____

Applicant's Agent: _____

Name of Contact: _____

Agent's Address: _____

Address: _____

Phone: (_____) _____ - _____

Agent's Phone: (_____) _____ - _____

Fax Number: (_____) ____ - _____

Corporate Tax ID or SSN: _____

E-mail Address: _____

IF AN OPERATING PLAN IS REQUIRED, SIGN APPLICATION AND STOP HERE. OTHERWISE, COMPLETE ITEMS 2 THROUGH 7.

2. DESCRIPTION OF PROPOSED ACTIVITY:

3. LOCATION & DESCRIPTION OF NATIONAL FOREST SYSTEM LANDS & FACILITIES APPLICANT WOULD LIKE TO USE (INCLUDE MAP):

4. ESTIMATED NUMBER OF PARTICIPANTS & SPECTATORS FOR PROPOSED ACTIVITY:

Participants: _____ Spectators: _____

5. STARTING & ENDING DATE & TIME OF PROPOSED ACTIVITY:

Start: _____ Date _____ Time _____ End: _____ Date _____ Time _____

6. ESTIMATED REVENUE COLLECTED FOR EVENT:

Amount: _____ Type of Fees: _____
(Include event charges, vendor fees, discounts, sponsorship related fees, gratuities)

7. NAME OF PERSON(S) WHO WILL SIGN A SPECIAL-USE AUTHORIZATION ON BEHALF OF THE EVENT:

I hereby acknowledge that this is an application only, and that the use and occupancy of National Forest System lands is not authorized until an authorization is signed and issued by an authorized officer.

Printed Name: _____ Signature: _____ Date _____

Printed Name: _____ Signature: _____ Date _____

18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false writing shall be fined not be more than \$10,000 or imprisoned not more than five years, or both.

PART II – PERMIT

<User Note: Case File: Attach Part II-Permit to Part I-Application>

1. Use under this permit shall begin on and end on #EXPIRATION_DATE#. The permit shall not be extended.
2. The estimated fee for this use is [REDACTED]. It shall be paid in advance and is not refundable. Within 30 days of conclusion of the event the holder shall submit final records of gross revenue collected for reconciliation for any additional fees due the United States.
3. #HOLDER_NAME# of #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_CITY#, #HOLDER_STATE# #HOLDER_ZIP# (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as: #TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#, #SECOND_DIVISION# #SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION# #THIRD_DIV_NAME_NUMBER#, as shown in attached Exhibit(s) . This authorization covers approximately #USE_ACRES# acres and/or #USE_MILES# miles.
4. The holder is authorized to conduct the following activities and install the following improvements in the permitted area:
#PURPOSE#
 5. The holder shall conduct the authorized activities according to the attached approved plans and specifications, Exhibit(s) [REDACTED]. The holder shall not install any improvements not specifically identified and approved above or in exhibits.
 6. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
 7. The holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations, which are applicable to the area or operations covered by this permit.
 8. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.
 9. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions, which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.
 10. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.
 11. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest System lands under this permit.
 12. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the authorization or with the reasonable exercise and enjoyment by the holder of the privileges thereof.
 13. This permit is subject to all valid existing rights and claims outstanding in third parties.

14. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this authorization, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within days, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

15. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. Upon approval of the authorized officer, the holder may enter into agreements with third parties to exercise the rights and privileges granted by this authorization.

16. The holder is required to comply with standards for adequacy and type of services set out in the attached operating plan.

17. Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

18. The holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.

19. 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 the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

20. For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of sublessees operating within the authority of this authorization, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information so obtained shall be treated as confidential as provided in regulations issued by the Secretary of Agriculture. The holder shall retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise approved by the authorized officer in writing.
21. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR Part 214 or revisions thereto.
22. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made apart of this authorization.
23. The above clauses shall control if they conflict with additional clauses or provisions.

#INSERT TERM HERE#

I have read and understand the terms and conditions and agree to abide by them.

By: _____

Holder Name: _____

Title: _____

Date: _____

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

Authorization is granted:

By: _____

Name: _____

Title: _____

Date: _____

HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

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.

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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.