



Conditions Of Permit

1. The Superintendent's office, 450 Auburn Avenue, Atlanta, Georgia 30312, issues all park permits. For more information or to apply for a permit contact Marty by E-mail at Marty_Smith@nps.gov or by phone at (404) 331-2244 or Mari Hayden by E-mail at Mari_Hayden@nps.gov or by phone at (404) 331-6965.
2. Special Events such as public spectator attractions, ceremonies and commemorative programs are managed and regulated under 36 CFR 2.50, Director's Order#-53 and Martin Luther King, Jr. National Historical Park Superintendent's Compendium. Permits issued for special events can be valid for no more than 7 days, and may not be transferred or assigned without the consent of the Superintendent. The Superintendent may disapprove a request for a special event if it is determined that:
 - It will conflict with law or policy;
 - It will be a derogation of the values and purposes for which the park was established;
 - It is inconsistent with the park's enabling legislation;
 - It has a reasonable potential to cause illness, personal injury, or property damage;
 - It will unduly interfere with normal park operations, resource protection, or visitor use;
 - There is a no meaningful association between the park area and the event;
 - The observance does not contribute to visitor understanding of the significance of the park;
 - The event is conducted primarily for the material or financial benefit of participants, involves commercialization, advertising, or publicity by participants, or for which a separate public admission fee is to be charged.
3. A non-refundable \$100.00 application fee is required when submitting your special use permit request. A 50% deposit is due upon approval of the special use permit. Make check or money payable to the National Park Service. Allow a minimum of seven (7) business days for permit processing. Permits requiring more coordination will take longer to process. In addition to the application charge, the Permittee will be billed for all cost associated with the permit. The Superintendent may reduce or waive fees for projects that provide benefit to the NPS.
4. First Amendment activities such as public assemblies, meeting, gatherings, demonstrations, parades and other public expressions of views and opinions are managed and regulated under 36 CFR 2.51, Director's Orders#-53 and Martin Luther King, Jr. National Historical Park Superintendent's Compendium. Activities associated with the exercise of these rights will be reasonably regulated to protect legitimate government interests. Therefore, the Superintendent may regulate such aspects of First Amendment activities as the time, place and manner where they are conducted in order to protect park resources. When the requested use is a right involving access to park lands for the exercise of First Amendment rights including freedom of assembly, speech, religion and press, there will be no requirement for fees, cost recovery, bonding or insurance.
5. The sale of merchandise in the park is prohibited by 36 CFR 5.3, except for the sale of printed matter as defined in 36 CFR 2.52. The sale or distribution of printed material is allowed within certain park areas provided that a permit to do so has been issued by the Superintendent, and provided further that the

printed material is not solely commercial advertising.

Printed matter will be limited to message-bearing textual printed material such as books, pamphlets, magazines and leaflets whose primary purpose is the advocacy, definition or explanation of a group's or individual's political, religious, scientific or moral beliefs. All other forms of merchandise, including posters, coffee mugs, sunglasses, audio or video tapes, T-shirts, hats, ties, shorts and other clothing articles, may not be sold under this regulation. Permits issued for the sale or distribution of printed matter will be valid for no more than 14 consecutive days and will be exempt from the application fee requirement.

6. This permit is made upon the express condition that the United States, its agent and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or damage to property, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or cases while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith. The Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
7. The Permittee is required to comply with all applicable federal, state and local laws, ordinances, regulations, codes, permit requirements, and conditions, as well as park regulations contained in Title 36 of the Code of Federal Regulations. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
8. The Permittee is prohibited from giving false information, which will be considered a breach of conditions, and be grounds for revocation [Re: 36 CFR 2.32(4)].
9. The Permittee will take special care to prevent damage to park resources. The Permittee will be held liable to for any damage to park property arising out of this permit.
10. Although, smoking is prohibited in park facilities, eating and drinking are permitted in designated areas.
11. The use of any device or prop that utilizes an open flame is prohibited, with exception as catering events.
12. Parking on Visitor Center property is prohibited. All loading and unloading must be done from the curb.
13. The permit is only for use of the specific area and time period designated on the permit. Issuance of a permit does not guarantee exclusive use of an area or building. The area for which the permit is issued will remain open to the public during park business hours. Permit activities must not interfere with park visitors or Interpretive programs.
14. Public address systems and sound amplification equipment shall not be allowed unless prior permission has been requested and approved on the permit. If approved, audio amplification may not interfere with any visitor activities.
15. The consumption of alcoholic beverages or the possession of a receptacle containing an alcoholic beverage which is open, or whose seal is broken, is prohibited unless prior permission has been requested and approved on the permit.

16. Commercial soliciting is prohibited. Noncommercial soliciting is prohibited unless prior permission has been requested and approved on the permit.
17. If an event requires electrical power, advance arrangements must be made. The Permittee must supply cables or extension cords as well as plastic matting to cover them. All electrical connections must be inspected and approved by park personnel before the power will be turned on. Power may be turned off at any time at the discretion of the National Park Service. Permittees may supply their own electricity through the use of a generator with prior written permission of the park Superintendent. Generators must be grounded, accompanied by a 10 pound ABC type fire extinguisher and are subject to inspection by the park Electrician.
18. The NPS reserves the right to monitor the conditions of all issued Special Use Permits. Arrangements for on-site NPS staff to supervise, monitor, or staff special events are made in advance to the event, and fully agreed to by the NPS and the permittee. The charge for NPS personnel is \$40.00 per hours, with a 4-hour minimum shift. Permittees should be aware that the NPS is committed to recovering all direct costs that the government incurs as a result of issuing and managing Special Use Permits. The permittee also must be on-site at all times during the event and must carry the Special Use Permit at all times during the event. The Event Manager must ensure that all event agents, attendees, and audience comply with the permit conditions, directives, and instructions from NPS staff and all posted NPS regulations.
19. Events such as weddings, birthday parties, etc. are strictly prohibited.
20. Upon abandonment, suspension, revocation, or termination of the permit, the Permittee will remove, with a reasonable time prescribed by the Superintendent, all equipment, property, structures and improvements, except those owned by the government or otherwise conditioned within the permit, and will restore the area.
21. If the Permittee fails to remove such equipment, property, structures and improvements within the prescribed time, they will become the property of the government and may be sold, destroyed or otherwise disposed of without liability to the government. However, the Permittee will remain liable for all costs associated with the removal, including costs of sale and impoundment, cleanup and restoration of the area.