

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and 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.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$_____ and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.

9. Permittee agrees to deposit with the park a bond in the amount of \$ _____ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

Add additional park specific conditions sequentially.

SPECIAL USE PERMIT CONTINUATION SHEET
PERMIT #BUFF-MWR-XXX

Buffalo National River
Agricultural (Haying) Permit Conditions

1. Permittee is required to mow the entire acreage designated in this permit at least once each year to maintain the open field(s). The Superintendent reserves the right to request the permittee to mow, in addition, an acreage equal to 25% of the permitted acreage for the following park needs, but not limited to, historic structure protection, fire protection and visitor use. **No mowing will be permitted within 100 feet of river or creek banks.**
2. No trees or shrubs shall be cut without prior approval of the Superintendent or his representative, except for those which have fallen into the field or road access as a result of natural events such as flooding, ice storms, windstorms, etc.
3. Permittee will annually fertilize and/or lime to meet the minimum recommendations of the Cooperative Extension Service obtained from soil samples collected by National Park Service personnel.
4. Permittee is required to supply the National Park Service with copies of the TARE ticket(s) or receipt(s) from the supplier of fertilizer and/or lime applications by October 15 of each year. Receipts may be turned in immediately following application.
5. Permittee is required to complete all work on fields with Wildlife Habitat Enhancement Plans. Required work will be described in the final Special Use Permit. Not all fields will have Wildlife Habitat Enhancement Plans.
6. Plowing, disking, or disturbing the soil or surrounding vegetation, burning, or use of pesticides or agri-chemicals is prohibited without written approval from the Superintendent.
7. Once baled, hay will be removed from Buffalo National River lands within 30 days unless otherwise permitted by the Superintendent.
8. Permittee is to mow only the acreage designated by permit leaving all other areas unmowed.
9. Any archeological or historical artifacts found on park lands will be turned over to the Archeologist.
10. No grazing or pasturing of livestock is authorized on any areas pertaining to this permit.
11. The named permittee is held solely responsible for assuring that all conditions of this permit are met. No subleasing is permitted.
12. Permittee is required to maintain a lock on one side of the cable gate leading to the field. Not all fields have cable gates and require a gate.
13. The permittee understands that the National Park Service cannot guarantee that trespass grazing and feral hog trespass from neighboring lands will not occur and the National Park Service is not responsible for damages resulting from such trespass.

14. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to persons or damage to property resulting from the exercise of privileges granted by this permit.
15. All lands under this permit shall be accessible to the general public for the purposes of hunting, fishing or other recreational purposes (excluding camping) providing that no property damage is caused, and shall not be posted otherwise.
16. Either party, Government or permittee, may cancel this permit upon 30 days written notice to the other party. No refund of fee or expenses is due to the permittee by reason of cancellation or revocation of this permit.
17. The National Park Service will give the permittee as much advance notice as possible, but reserves the right to enter upon and use the land or withdraw portions of the land from the permit for any purpose relevant to the development and/or maintenance of the park, including but not limited to construction of trails, and shall not be held responsible for any damages suffered by the permittee from such action.
18. An interest charge will be assessed on overdue amounts for each thirty (30 day period, or portion thereof), that payment is delayed. The percent of interest charged will be based on the current values of funds to the United State Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.
19. Failure to comply with any of the above conditions will result in cancellation of this permit.

National Park Service
Buffalo National River
 402 N. Walnut, Ste. 136, Harrison, AR 72601
 870-365-2700



Application for Special Use Permit

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** A nonrefundable processing fee of \$50.00 must accompany this application unless the requested use is an exercise of a First Amendment right. You must allow sufficient time for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured.

Applicant Name:	Telephone #:
Organization Name:	Cell phone #:
Social Security or Tax ID #:	Fax#:
Street/Address:	Email:
City/State/Zip Code:	

Proposed activity: Hay Cutting

Preferred Date	Preferred Location	Preferred Time
Alternate Date(s)	Alternate Location(s)	Alternate Time(s)

Alternatives will be considered if first choice is not available.

Maximum Number of Participants _____ Maximum Number of Vehicles _____

List of equipment (i.e. tables, chairs, grills, sound system, etc.)

Individual in charge of activity onsite (include cell phone number) and authorized to make decisions related to the permitted activity:

Have you visited the requested area? Y N
 Is this an exercise of a First Amendment rights? Y N

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature: _____ Date: _____

Note: This is an application only, and does not serve as permission to conduct any special activity in the park. The information provided will be used to determine whether a permit will be issued. Send the completed application along with the application fee in the form of a cashier's check or money order made payable to **National Park Service** to *Commercial Services Office* at the Park address found on the first page of this application.

If your request is approved, a permit containing applicable terms and conditions will be sent to you. The permit must be signed by the responsible person and returned to the park for final approval by the Park Superintendent before the permitted activity may begin.

Notice to Customers Making Payment by Personal Check: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

NOTICES

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service (31 U.S.C. 7701). Information from the application may be transferred to appropriate Federal, State, and local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement: We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to provide the park managers the information needed to decide whether or not to allow the requested use. All applicable parts of the form must be completed in order for your request to be considered. You are not required to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 15 minutes per response, including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1849 C Street, NW (1237), Washington, D.C. 20240.

Title 18 U.S.C. Section 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.