

SPECIAL USE PERMIT



CAPE LOOKOUT NATIONAL SEASHORE

131 Charles Street
Harkers Island, NC 28531
(252)728-2250



Name			
Company/Organization			
Street Address			
City	State	Zip Code	Country
Telephone Number	Cell Phone Number		
Fax Number			
Email Address			

Park Alpha Code
CALO
Type of Use
Short Term - Parking
Permit #
VEHI21-CALO-2500-X00

is hereby authorized to use the following described land or facilities in Cape Lookout National Seashore:
Named area during the period(s) listed on the Long-Term Vehicle Parking Application:

The area must be restored to its original condition at the end of the permit.

The permit begins at am / pm on (mm/dd/yyyy). The permit expires at am / pm on (mm/dd/yyyy).
SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

Overnight long-term parking of vehicles and equipment within Cape Lookout National Seashore.

Designated Long-Term Parking Areas on: **(Must Check One)**

South Core Banks at Cape Lookout Great Island North Core Banks at Long Point

Type of Vehicle: Car/pass. RV/Camper/Trailer Util Van/Truck
 Van/lt. truck Bus ATV/UTV

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

Authorizing legislation or other authority
NPS Director's Order 53. 36 CFR §2.10; 36 CFR part 4 §1

APPLICATION FEE	<input type="checkbox"/> Received	Amount
	<input checked="" type="checkbox"/> Not Required	\$ WAIVED
PERFORMANCE BOND	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LIABILITY INSURANCE	<input checked="" type="checkbox"/> Required	Amount
	<input type="checkbox"/> Not Required	\$ (per State Law)
COST RECOVERY	<input checked="" type="checkbox"/> Required	Amount
	<input type="checkbox"/> Not Required	\$ \$15.00 per week or portion thereof
LOCATION FEE	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

_____	Title:	Date:
PERMITTEE Signature		
_____	Title: for the Superintendent	Date:
Authorizing NPS Official		
_____	Title:	Date:
Authorizing NPS Official (<i>additional, if required</i>)		

CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

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. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. 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 revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
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. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. This permit 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, 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 permit 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.
9. 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 \$_____ per Occurrence, \$_____ Aggregate and underwritten by a United States company naming the United States of America as **additional 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.
10. 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.
11. 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.
12. The person(s) 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 available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
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 permit 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. 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.

Add additional park specific conditions sequentially.

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service

Cape Lookout National Seashore

Special Use Permit

ORV Decal # _____ Parking Permit Decal # _____ Date Issued _____

DURATION OF PERMIT (VEHICLES TO BE OFF ISLAND BY DECEMBER 31, 2020)

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

FROM: _____ TO: _____ \$ _____ Receipt /CC# _____

CHARGES: \$15.00 PER WEEK OR PORTION THEREOF. (Non-refundable)

PAYABLE IN ADVANCE TO: NATIONAL PARK SERVICE

Parking permit application must be accompanied by vehicle registration, insurance card, and valid licenses for all drivers before decal is issued. Decals will not be issued past the registration, insurance, or license expiration dates. Updated documentation must be provided for renewal in mid-season if any have expired.

Cape Lookout National Seashore
APPENDIX
SPECIFIC PARKING PERMIT CONDITIONS
INSTRUCTIONS & APPLICATION

15. All vehicles must have an Off-Road Vehicle (ORV) Permit in order to drive on the islands/beach. This permit must be purchased through Recreation.gov prior to transporting a vehicle to the islands. Park staff are not able to issue these permits. Once you have purchased your ORV Permit, show a copy of your printed permit or proof of purchase to park staff to be issued the ORV Permit decal for your vehicle.
16. All requirements of this authorization must be completed prior to operating within park boundaries. The Permittee and all participants authorized herein must comply with all of the conditions of the authorization including all exhibits or amendments or written directions of the Superintendent. This authorization is applicable only for the specific vehicle as stated on application page of this permit.
17. The Permittee or his/her designated representative is responsible for understanding the obligations of this authorization including the rules and regulations pertaining to the use of resources (36 CFR, chapter 2).
18. All vehicles and recreational equipment left in the park unattended must display a valid parking permit decal and must be parked in one of the National Park Service's designated long-term parking areas. All property left unattended for more than 24 hours elsewhere in the park may be considered abandoned property. (36 CFR §2.22(2))
19. A parking permit will be issued only to the owner or immediate family member of the permitted vehicle or equipment. Permits will not be issued to dealer or rental plates. No transfer of permits allowed without prior approval of the Superintendent.
20. Refunds - Fees will not be refunded for any reason (for example: permit revocation, park closures due to emergency conditions or lack of ferry operations). Fees are not transferable (for example: from one timeframe to another or from one person to another).
21. Placement of the Parking Permit Decal - The decal issued through this permit must be firmly attached and prominently displayed on the vehicle for which it is issued. The decal must be clearly legible and affixed to the left front bumper of full-sized vehicles, or if an ATV, on the left side of the fuel tank. Trailers and other equipment shall have the decal attached to the left front.
22. Motor Vehicle Regulations: It is important to note that in addition to the conditions of the permit, National Park Service regulations posted at 36 CFR, section 1-7, seashore specific driving rules documented in the Superintendent's Compendium and North Carolina Motor Vehicle Codes will be enforced. The Permittee and/or any operator must possess a valid state driver's license. And meet all requirements of safe vehicle operation per NC DMV law.
For example: Superintendent's Compendium (2010), §1.5(a)(2)(d) states the following are prohibited:
 - a. (Interim rule pending completion of the ongoing Off Road Vehicle Management Plan);
 - b. "Operating an ATV without a DOT approved helmet".
 - c. "Operating any motor vehicle, including an ATV/UTV, without possession of a valid state driver's license, and by anyone under the age of 16".
23. Vehicle Registration and Safety Inspection:
 - a. The vehicle must continuously meet North Carolina vehicle registration and safety inspection requirements as if operated on State highways, even while stored.
 - b. Current license plate(s) and safety inspection shall be attached to the vehicle in accordance to the laws of the State in which the vehicle is registered at all times, while at the seashore. Vehicles equipped with dealer tags will not be issued a parking permit.
24. Camping in Lots - Camping (including vehicle camping); is prohibited within all long term parking lots.
25. Any storage of fuel in external containers must be secured and in approved containers for the type of fuel being stored.
26. All trash and garbage generated by the Permittee will be carried out of the Park by the Permittee. Containers will have lids to prevent dispersal. Any loose trash should be collected for removal from park.
27. Vessels or vehicles used in conjunction with this Authorization shall not impede the flow of normal or emergency traffic.
28. Nothing authorized under the conditions of this Special Use Permit will allow the Permittee or his representatives to threaten or prevent the enjoyment of other visitors using the national seashore.

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service

Cape Lookout National Seashore

Special Use Permit

29. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of. No clearing of natural features including vegetation is allowed without prior consent of the Superintendent.
30. Non-Exclusive Authorization - This authorization shall not be construed as limiting the obligation of the Superintendent to issue similar authorizations at the request of all other persons seeking to conduct the same or similar activities in the area.
31. Special Requirements - Emergency Conditions:
- The Permittee must return to the National Seashore and remove his/her vehicle and equipment from the park at the earliest notice of the possibility of a major storm threat to coastal North Carolina, or as directed by the Superintendent.
 - The National Park Service is not responsible for securing vehicles and/or personal possessions left at the long-term parking area during Permittee's absence. All vehicles shall be left in a secured condition in order to readily evacuate prior to a major hurricane or other catastrophic event. It is the Permittee's responsibility to secure the vehicle and its contents, or to remove it from the island and store it until the emergency concludes. Each Permittee is required to keep informed of tropical storm activity along the Atlantic Coast and respond appropriately to retrieve personal property in a timely manner prior to implementation of Federal evacuation procedures. The National Park Service will make every effort to ensure visitor's personal safety, BUT NOT the safety of personal property.
 - In the event that a sudden storm causes overwash to move or bury the Permittee's vehicle or equipment, the Permittee will return to the National Seashore and remove his/her vehicle and equipment on a schedule acceptable to the Superintendent and restore or repair the damage to park resources to the satisfaction of the Superintendent.
 - In the event of a storm incident in which the Permittee does not remove his/her vehicle or equipment from the banks prior to the closure of the park, the National Park Service reserves the right to remove by any means necessary any vehicle or equipment which remains in the park in violation of §c (directly above), or has become a health or safety hazard. The National Park Service will not be held liable for any damages that may occur by such removal. The permittee will be financially liable for any removal costs incurred by the National Park Service and may be billed for such costs as well as any environmental cleanup costs.
32. Accidents - Any accident resulting in personal injury, death or property damage (including authorized vehicles), shall be reported to the Superintendent as soon as possible and in no event longer than 24 hours after the incident (36 CFR 2.33, 3.4 and 4.4).
33. Towing and Storage - The Permittee understands and agrees that either with or without prior notification by the National Park Service, the vehicle under this permit may be towed off of the national seashore and stored at the Permittee's expense for any of the following concerns:
- Expired or missing license plate and/or sticker
 - Missing or improperly located permit decal
 - Expiration or revocation of the long-term parking permit
 - Emergency conditions, including storm recovery
 - Vehicles leaking any fluids
 - Environmental protection concerns
34. Although every reasonable effort will be made to contact the Permittee if a vehicle is to be towed and/or stored off the island, the Permittee agrees that the National Park Service is not obligated to inform the Permittee before such action is taken.
35. Permittee further agrees that the National Park Service is not responsible for any property loss incurred during towing and/or storage of the permitted vehicle, including contents.
36. Revocation - The Permittee understands and agrees that this permit may be revoked for violating any permit condition or park regulation. The Permittee may not be eligible to apply for another permit in the future.
37. Expirations - the National Park Service is not required to notify Permittees when their parking permits or vehicle registrations expire. If expiration occurs while vehicle or equipment is in long-term parking area, the Permittee will be subject to a Violation Notice (a ticket) and fine of \$150 up to \$5000 in addition to permit fees, towing fees, and/or any fees assessed under North Carolina Motor Vehicle Laws.

- 38. It is the Permittee's responsibility to notify the national seashore of any extenuating circumstances regarding this permit.
- 39. The Permittee shall be liable for any damages to any Government property resulting from these activities.
- 40. The Permittee may not lease, rent, or accept any type of compensation by another party in return for the use of any permitted vehicle to be used on the seashore, under this permit.

I have read and agree to abide by the conditions as set forth herein by Cape Lookout National Seashore, as well as applicable state, federal, and county laws.

Permittee Name

Permittee Signature

Date