

Form 10-114
Rev. Dec. 04

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Cape Lookout National Seashore
Special Use Permit

Name of Use Vehicle Long-Term Parking

Date Permit Reviewed 2010
Expires 20

Long Term
Short Term X

Permit # VEHI CALO 9500-
Park Type No.#

Cape Lookout National Seashore
Name of Area

Name of Permittee

Address

Phone

is hereby authorized during the period(s) listed on the Long-Term Vehicle Parking Application, to use the following described land or facilities in the above named area:

Designated Long-Term Parking Areas on South Core Banks at Cape Lookout _____, or Great Island _____, or on North Core Banks at Long Point _____.

For the purpose(s) of:

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

(SEE APPENDIX PAGES 2-8 FOR APPLICATION, AND SPECIFIC PARKING PERMIT CONDITONS)

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

NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI X EIS OTHER APPROVED PLANS

PERFORMANCE BOND: Required Not Required X Amount \$

LIABILITY INSURANCE: Required X Not Required Amount \$(per State Law)

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Department of the Interior, National Park Service of the sum of **\$15.00 per week or portion thereof.**

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

PERMITTEE _____
Signature Date

Authorizing Official _____ Russel J. Wilson
Signature Superintendent Date

Authorizing Official _____
additional if required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The Permittee is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: (RE:36 CFR 2.32(a)(3)).
2. The Permittee shall exercise this privilege subject to the supervision of the park area Superintendent. The Permittee shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The Permittee must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.
3. This authorization is issued upon the express condition that the United States, his/her 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), his/her 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 authorization 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, his/her 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.
4. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the Permittee, his/her agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount required by State DMV laws and must have right of subrogation. Permittee agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the Permittee. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the Permittee will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The Permittee is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.

10. The Permittee shall not construct any structures, fixtures or improvements in the park area. The Permittee shall not engage in any groundbreaking activities without the expressed, written approval of the park area Superintendent.

See the following specific parking permit conditions, instructions and application on pages 4 through 8.



APPENDIX
SPECIFIC PARKING PERMIT CONDITIONS
INSTRUCTIONS & APPLICATION

- A. 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.
- B. 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).
- C. 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))
- D. 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.
- E. 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).
- F. Parking Permit Application Instructions- To avoid complications and delays please follow directions closely (for questions please call 252-728-2250, extension 3018):
Please read all of the conditions of this permit; by signing the permit you are agreeing to these conditions.
 - a. Complete the name and address blocks on page 1 of the permit and sign as the PERMITTEE.
 - b. Complete the application information on page 8 and sign. Make sure to include the dates that you wish to use the long term parking lots. You may add time at a later date.
 - c. Parking charges are to be paid in advance and are \$15 per week or portion thereof. Mail or bring the entire permit to:

Cape Lookout National Seashore
131 Charles Street
Harkers Island, North Carolina 28531
 - d. Make sure to enclose or bring:
 - 1. The entire Special Use Permit form, conditions and application pages.
 - 2. Your personal check or money order made payable to the National Park Service for the total amount of your long-term parking fee (Charge cards are NOT accepted. Cash accepted at park headquarters only; must have exact change).
 - 3. A copy of your driver's license, vehicle registration with proof of insurance.
 - 4. If you come in person, permits will be issued Monday through Friday, 9:00 a.m. – 4:00 p.m. Permits will not be issued on holidays.

- e. If you mail your permit application:
 - 1. Please allow at least two weeks to process a permit by mail.
 - 2. Please insure that the form is filled out accurately. This will reduce the time it takes to process the permit and insure that you have it before you take your vehicle to the park.
 - 3. Decals for parking permits will be mailed to your home address. They will not be mailed to you through our concessionaires.

- G. 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.

- H. 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.

- I. 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.

- J. Camping in Lots- Camping; including vehicle camping; is prohibited within all long term parking lots.

- K. Any storage of fuel in external containers must be secured and in approved containers for the type of fuel being stored.

- L. All trash and garbage will be carried out of the Park. Containers will have lids to prevent dispersal. Any loose trash should be collected for removal from park.

- M. Vessels or vehicles used in conjunction with this Authorization shall not impede the flow of normal or emergency traffic.

- N. 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.

- O. 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.

- P. 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.

Q. Special Requirements- Emergency Conditions:

- a. 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.
 - b. The National Park Service and concessionaire are 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 not up to the concessionaire 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 his/her personal property.
 - c. 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.
 - d. 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 section 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.
- R. 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).
- S. 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:
- a. Expired or missing license plate and/or sticker
 - b. Missing or improperly located permit decal
 - c. Expiration or revocation of the long-term parking permit **
 - d. Emergency conditions, including storm recovery
 - e. Vehicles leaking any fluids
 - f. Environmental protection concerns
- T. 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.
- U. 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.

- V. 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.
- W. Permit Expiration- The National Park Service WILL NOT notify Permittees when their parking permits expire. If permit expires 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 and towing fees.
- X. It is the Permittee's responsibility to notify the national seashore of any extenuating circumstances regarding this permit.
- Y. In consideration for obtaining the privileges granted herein, the Permittee agrees to indemnify and save harmless the United States from any loss to it, including not only damage to Government property and injury to Government employees but also judgments, settlements or compromises for property damage and injury to all persons for which the United States may be liable, resulting from the exercise by the Permittee of the privileges granted herein.
- Z. The Permittee shall be liable for any damages to any Government property resulting from these activities.



**CAPE LOOKOUT NATIONAL SEASHORE
LONG-TERM VEHICLE PARKING APPLICATION**

Parking Permit Decal# _____ **Date Issued** _____

ALL INFORMATION PERTAINS TO REGISTERED OWNER OF VEHICLE LISTED BELOW

NAME: _____ **EMERGENCY CONTACT:** _____

ADDRESS: _____

CITY _____ **STATE** _____ **ZIP CODE** _____

PHONE: HOME _____ **BUSINESS** _____

DRIVER'S LICENSE NUMBER _____ **STATE** _____

DATE OF BIRTH _____

VEHICLE INFORMATION:

TAG NUMBER: _____ **STATE:** _____ **EXPIRATION DATE:** _____

VEHICLE: YEAR _____ **MAKE** _____ **MODEL** _____ **Month/Year**
COLOR _____

SAFETY INSP. EXP. DATE: _____ **ATV SERIAL NO.** _____
Month/Year All Terrain Vehicle

PARKING AREA (CHECK ONE)

CAPE LOOKOUT GREAT ISLAND LONG POINT

DURATION OF PERMIT (VEHICLES TO BE OFF ISLAND BY DECEMBER 31, 2010)

FROM: _____ **TO:** _____ **\$** _____

CHARGES: \$15.00 PER WEEK OR PORTION THEREOF- (NON Refundable)
PAYABLE IN ADVANCE TO: NATIONAL PARK SERVICE

PERMITTEE'S SIGNATURE _____