

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

NAME	
ADDRESS	
TELEPHONE NUMBER	FAX

Park Alpha Code: CALO  
Type of Use: \_\_\_\_\_  
Permit #: EVNT16-CALO-2501-S0000  
is hereby authorized to use the following described  
land or facilities in the below named area:

SHACKLEFORD BANKS BEACH

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

The permit begins at \_\_\_\_\_ am/pm on \_\_\_\_\_ (Month/Day/Year).

The permit expires at \_\_\_\_\_ am/pm on \_\_\_\_\_ (Month/Day/Year).

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

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

Authorizing legislation or other authority: (RE – DO-53): 16 USC 1-4; 36 CFR 1.6(a) and 5.3

NEPA Compliance:  CATEGORICALLY EXCLUDED  EA/FONSI  EIS  PEPC #  OTHER

APPLICATION FEE: Received \_\_\_ Not Required \_\_\_ Amount \$ 50.00

PERFORMANCE BOND: Received \_\_\_ Not Required \_\_\_ Amount \$ \_\_\_\_\_

LIABILITY INSURANCE: Received \_\_\_ Not Required \_\_\_ Amount \$ \_\_\_\_\_

COST RECOVERY: Received \_\_\_ Not Required \_\_\_ Amount \$ \_\_\_\_\_

ADMINISTRATIVE FEE: Received \_\_\_ Not Required \_\_\_ Amount \$ \_\_\_\_\_

LOCATION FEE: Received \_\_\_ Not Required \_\_\_ Amount \$ \_\_\_\_\_

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.

PERMITTEE \_\_\_\_\_  
Signature Title Date

Authorizing NPS \_\_\_\_\_  
Signature Title Date

Reviewing NPS Official \_\_\_\_\_  
(additional if required) Signature Title Date

## 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 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 suspension or revocation of the permit. Permittee will reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with a terminated permit.
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 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.
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 \$ N/A 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 \$ N/A 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. The permittee represents and it is a condition of acceptance of this permit that, 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 bind 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 obligations 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.

## CAPE LOOKOUT NATIONAL SEASHORE GENERAL PROVISIONS

15. Access to the area must be kept open to the public and event cannot interfere with normal visitor activity in any manner, including unimpeded access to parking areas.
16. Restroom and dock use cannot interfere with normal park visitation.
17. Structures, including arches, tents and portable pavilions must be approved.
18. Erecting of banners, signs, etc. must be approved.
19. Historical buildings or other structures may be used as backdrop only. Buildings cannot be used for attachments (such as banners or flowers) or be incorporated into the ceremony as a stage.
20. The use of acoustical instruments and the use of a portable, battery-operated sound system are acceptable as long as they meet the standards listed in 36 CFR 2.12(a)(1) and do not interfere with the use of the area by other individuals. No public address systems are allowed.
21. Electrical power will not be furnished.
22. Throwing or scattering of rice, bird seed, flowers, confetti, streamers or other similar materials is prohibited. In addition, the release of balloons, animals (including birds, butterflies or other living things) is prohibited.
23. Per NPS Policy Memorandum 14-05, it is prohibited to launch, land, or operate unmanned aircraft from or on lands and waters administered by the National Park Service. Additionally, commercial filming or photography through the use of unmanned aircraft is prohibited.
24. Kayak, canoe, and other types of boating trips must file a float plan with Cape Lookout National Seashore which will include names and emergency contact information for all participants of this event.
25. All demonstration animals must be fully restrained (i.e., leash, crate, kennel, etc.) between use as demonstrator at scheduled times.
26. Permittee will provide adequate first aid equipment to handle minor first aid needs.
27. Permittee shall report any accidents involving personal injuries or property damage to Cape Lookout National Seashore within 48 hours of incident.
28. The permittee and participants will not disturb, adversely affect, alter, damage, or remove any natural/cultural resources, archeological, or historic artifacts. Digging, scraping, chiseling, or defacing natural features is prohibited.
29. Permittee will be responsible maintaining orderly behavior at the event. Failure to maintain an orderly event could result in the revocation of their permit and, at a minimum, will result in monitoring by Ranger(s) that will incur a \$50.00 USD fee, per hour, per monitor/Ranger.
30. Cape Lookout National Seashore Park Rangers strictly enforce all laws relating to excessive drinking.

31. Permittee and guests must comply with all applicable federal, state, county, and National Park Service regulations.
32. Permittee will assume all responsibility for cleanup of the site after the event. The area will be left as it was prior to the event; no litter or abandoned equipment will remain. Failure to do so will result in the permittee accruing a clean-up and/or maintenance fee if National Park Service employees are required to restore the event area or facility back to its original condition after the event at a rate of \$50.00 USD per hour.
33. The permit must be in your possession during the event.
34. Application and monitoring fees are non-refundable. No refund will be issued due to inclement weather, nor does the park have any indoor facilities available for special events. Permittee should make sure to have a back-up plan in place. The park ranger(s) monitoring the event, and/or park management, have the authority to postpone an event if it is determined that inclement weather creates a safety hazard.
35. The collecting of any monies on park property is prohibited. This includes the sale of fundraising items, raffle tickets, poker runs, etc.
36. Access to Cape Lookout National Seashore islands is limited to private vessels or vessels operated by approved National Park Service concessioners only. Approved concessioners through December 31, 2016 are Island Express Ferry Service for South Core Cape/Lighthouse Areas and Shackleford Banks; Cape Lookout Cabins & Camps, Davis Shore Ferry Service for Great Island and northern South Core Banks; Morris Marina for Long Point and North Core Banks; and Portsmouth Island Boat Tours for Portsmouth Island. No other commercial vessels may ferry passengers to the islands.
37. Law Enforcement Ranger on site has the final authority as it relates to regulations and conditions of this permit. Park Rangers monitoring the event and/or Park Management have the authority to postpone and/or cancel an event if it is determined that inclement weather creates a safety hazard.

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