

SPECIAL USE PERMIT



Death Valley National Park
P.O. Box 579
Death Valley, CA 92328
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Special Use Permit General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Death Valley National Park (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$1,000,000 per

occurrence and \$1,000,000 aggregate; must be issued by a company licensed to do business and in good standing in California and Nevada; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.

10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$5,000 from a bonding company licensed to do business and in good standing in California and Nevada or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.
12. The Permittee designates an onsite person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.
13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park 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 is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
17. Credit Lines recognizing the NPS issuance of this permit may be approved through additional terms and conditions.
18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

General Conditions for Death Valley National Park

19. All pages of this permit must be carried by the permittee, or the person named in the permit as in charge of permitted activity. Failure to be able to present all pages (paper or electronically) when requested, is a violation of the terms and conditions of the permit.
20. The permittee is responsible for the actions of all persons associated with the permitted activity. The permittee is responsible for ensuring those listed above are informed of and follow the conditions of this permit and all park rules and regulations.
21. The park reserves the right to cancel a permitted activity, up to and including the day of the permit, if park staff or permitted locations become unavailable due to existing, expected, or unforeseen emergencies. Such emergencies include, but are not limited to, road damage, search and rescue, fire, flash flood, park closure, extreme weather (including National Weather Service weather warnings, watches, or advisories), or other applicable unforeseen conditions. Permittee remains responsible for all costs incurred up to the date of cancellation.
22. Use of any NPS land, including property in front of and around in-holdings, must be included in the application or event plan and specifically approved by the park on this permit.
23. Permittee will comply with all terms and conditions of any third-party or external agency permit required for the activity. Any violation of the conditions of an associated permit is also a violation of the conditions of this permit.
24. Leave NoTrace principles and ethics are in effect for all participants. Tri-fold brochure is available at: <https://lnt.org/wp-content/uploads/2022/04/LNT-7PrinciplesTrifold-2022.pdf>
25. Permittee is responsible for reading the Superintendent's Compendium and being familiar with all applicable laws and policies that govern Death Valley National Park: <http://www.nps.gov/deva/parkmgmt/rules-and-regulations.htm>
26. The locations and schedule for the activity are described in this permit. Any changes must be approved in writing. Last-minute changes will not be accommodated.
27. Launching, landing, or operating an unmanned aircraft from or on lands and waters administered by the National Park Service within the boundaries of Death Valley National Park is prohibited.
28. Attaching anything to NPS facilities, structures, rocks or vegetation is prohibited.
29. Pets are prohibited in wilderness areas and on any trail. Pets must be restrained on a leash which shall not exceed six feet in length, or otherwise physically confined at all times. Pets must not be left unattended in a vehicle or tied to an object.
30. Nudity in public areas is prohibited. 36 CFR §2.34(a).
31. Smoking is prohibited inside buildings, on boardwalks and in vegetated areas. All cigarette butts must be disposed of in appropriate containers and may never be thrown on the ground.
32. All fire safety regulations will be complied with by the permittee, including compliance with temporary closures resulting from extreme fire conditions.
33. No employee of the National Park Service may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee.
34. Government equipment cannot be loaned, rented, or diverted from normal use for purposes of permitted activities.
35. The following areas are closed to all entry, except when accompanied by National Park Service personnel: Copper Canyon, Devils Hole, Titus Canyon Cave, Lower Vine Ranch, American Borate Company mines near Ryan, Timbisha-Shoshone tribal areas near Texas Springs Campground, Crystal Cave, Skidoo Stamp Mill, all mines including those without an installed closure, and any facilities or buildings used for the storage, treatment, or transmission of electricity, gas, telephone, waste disposal or domestic water.

36. Most of Death Valley National Park is congressionally-designated wilderness. Additional restrictions apply to activities taking place in these areas. Maps of wilderness are available at www.wilderness.net but, in general, designated wilderness begins:
- a. 300' from centerline of road along Highway 190.
 - b. 200' from centerline of road along any paved park road.
 - c. 50' from centerline of road along unpaved park roads.
37. MONITORING: Park staff may monitor the activity. If a full-time monitor is required, activity may not occur unless the assigned monitor is present. Permitted activity may also be subject to intermittent, spot monitoring. The monitor has authority to require compliance with the permit, applicable regulations, and National Park Service policy. In addition, the monitor has full discretion to limit, or halt, permitted activities to protect park resources, visitor experience, or public safety. Failure to comply with monitor instructions is a violation of this permit.
38. VISITOR EXPERIENCE:
- a. The permittee and all participants in the activity will communicate with park staff and other visitors in a courteous, knowledgeable, and professional manner.
 - b. Loud noises (exceeding 60 decibels at 50 feet in distance) are prohibited between 10:00pm and 6:00am and must be minimized at other times to protect park soundscapes.
 - c. Public address systems and sound amplification equipment are prohibited unless otherwise specified in this permit. If approved, audio amplification may not interfere with other visitor activities. 36 CFR 2.12.
 - d. Permitted activities will not unduly interfere or conflict with visitors' normal use and enjoyment of the park. Exclusive use of any park area is not permitted.
 - e. Permittee and participants may not block visitor access to trails, viewpoint, waysides, or restrooms.
 - f. Permittee must not attempt to prevent visitors from observing the permitted activities. If necessary, a NPS monitor may designate a safe perimeter for the public during the activity.
 - g. If utilizing a parking lot, vehicles will not block wayside exhibits and will park in a way that prioritizes access by park visitors.
39. ROAD & VEHICLE USE:
- a. The permitted activity will not stop or impact traffic (vehicle or pedestrian) in any way, unless approved by an on-site monitor. If vehicle traffic is to be impacted, intermittent traffic control (ITC) must be provided by certified ITC staff. A park-approved professionally-developed traffic control plan must be on file with the Office of Special Park Uses.
 - b. All vehicles must remain on established roads. This includes motorcycles, bicycles and four-wheel-drive vehicles. Vehicles are not permitted to park off road but may park in pre-disturbed pullouts and shoulders along roadways and in a manner that does not impede the flow of traffic.
 - c. Off-road vehicles are prohibited from operating on all park roads, paved or unpaved. These types of vehicles include, but are not limited to, ATVs, dirt or motocross bikes, golf carts, Rhino or Polaris multiple passenger vehicles. Dual sport motorcycles are allowed on paved or unpaved roads as long as the vehicle is registered and street legal according to California state laws. Vehicles with off-road registration "green stickers" may not be operated in the park.
 - d. Operating a motor vehicle in a manner that causes unreasonable damage to the surface of a park road or route is prohibited. 36 CFR §4.10(c)(2)
 - e. Operating a vehicle so slowly as to interfere with the normal flow of traffic is prohibited. 36 CFR §4.13(b).

- f. Vehicles moving slower than the normal flow of traffic must pull over periodically to allow other vehicles to pass safely, consistent with California Vehicle Code 21656.
- g. Permittee will obey all speed limits. The following speed limits are established for the routes/roads indicated. 36 CFR §4.21(a)
 - i. The maximum speed limit on paved park roads is 35 mph unless otherwise posted.
 - ii. The maximum speed limit on dirt roads is 25 mph unless otherwise posted.
 - iii. The maximum speed limit in all campgrounds is 15 mph unless otherwise posted.
- h. Removing, moving, or obscuring park road signs, speed limit signs, or wayside signs is prohibited.

40. RESOURCE PROTECTION:

- a. Walking on soft areas following rains is prohibited to prevent lasting damage including footprints.
- b. Permittee will not contribute to erosion or otherwise disturb hillsides, rock piles, or other easily movable earthen feature. There will be no running, walking, or other activity on fragile areas.
- c. Ground disturbing activity (including digging or driving posts) is prohibited.
- d. Moving or damaging natural, historical, or archeological features is prohibited.
- e. Walking on, climbing, entering, ascending, descending, or traversing any archaeological or cultural resource is prohibited. This includes all mine structures, features, and ruins (i.e. standing mill structures; aerial tram towers, terminals, and cables; ore bins; ore chutes; buildings; walls, gates, fencing etc.). 36 CFR §2.1(a)(5)
- f. Collecting or disturbing any animal, plant, rock or any other natural, historical or archeological resource is prohibited.
- g. Cutting of branches or removing any vegetation is prohibited.
- h. All unattended food, garbage, cooking equipment, or similar scented items must be sealed in a vehicle or a solid, non-pliable, animal-resistant container.
- i. All trash and debris will be disposed of in appropriate container designated for this purpose or removed from the park by the permittee.
- j. Feeding, touching, harassing, frightening, hunting, trapping, or disturbing wildlife is prohibited. 36 CFR §2.2(a)(1&2).
- k. Viewing wildlife with artificial light is prohibited. This includes infrared and black lights. 36 CFR §2.2(e).
- l. Introducing wildlife, fish or plants, including their reproductive bodies, into the park's ecosystem is prohibited. 36 CFR §2.1(a)(2).
- m. Vehicles will be clean and free of mud and vegetation on the body and undercarriage before entering the park.
- n. Using a mineral or metal detector in the park is prohibited.
- o. Mylar or helium balloons are prohibited. Release of doves, butterflies, or other living objects is prohibited.
- p. Clean-up of spills or accidents involving hazardous/industrial wastes or materials must be in accordance with 40 CFR and all applicable state environmental quality laws regarding disposal and clean-up. The permit office must be notified immediately of any hazardous spill.