

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
Death Valley National Park  
Special Use Permit

NAME _____ - TEST TRIP LEADER PERMIT	
ORGANIZATION (Company Name)	
ADDRESS (Company Address)	
TELEPHONE NUMBER (Cell Phone)	EMAIL

Park Alpha Code: DEVA  
Type of Use: VEHICLE TESTING  
Permit #: DEVA-5600-Q-\_\_\_\_\_

is hereby authorized to use the following described land or facilities in the above named area:

Paved roads and parking lots open to the general public and Sunset Campground when not open to the public.

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

The permit begins at 12:01 am on the day signed by the superintendent

The permit expires at 11:59 pm on December 31, 2014

SUMMARY OF PERMITTED ACTIVITY:

Testing of cars and light duty trucks on paved roads only. Testing of semi-trucks permitted only on Highway 190. No testing on dirt roads. Vehicle test trip data sheet must be emailed to [Debbie.Wehmeyer@nps.gov](mailto:Debbie.Wehmeyer@nps.gov) at least 10 days prior to each trip. Each test vehicle must carry a copy of this permit along with the trip leader's permit. Static testing permitted only in Sunset Campground in the area closed to camping.

Person on site responsible for adherence to the terms and conditions of the permit:

\_\_\_\_\_ (Name & Cell phone number)

Authorizing legislation or other authority: 16 USC §1-1a

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

APPLICATION FEE Received  Not Required  Amount \$ 300 Umbrella/ \$100 Trip Leader

PERFORMANCE BOND: Required  Not Required  Amount \$ 5,000 Umbrella

LIABILITY INSURANCE: Required  Not Required  Amount \$ 1,000,000 Umbrella

COST RECOVERY: Required  Not Required  Amount \$ no additional cost anticipated

FACILITY USE FEE: Required  Not Required  Amount \$ \_\_\_\_\_



premises or any activity carried on by the (Holder) in connection herewith, and the (Holder) 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. Holder of the umbrella permit agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 and underwritten by a United States company naming the United States of America as **additionally insured**. The holder agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
9. Holder of the umbrella permit agrees to deposit with the park a bond in the amount of \$5,000 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 holder. 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 holder 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 holder.
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 holder 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.

**SPECIAL PARK CONDITIONS  
for  
VEHICLE TESTING**

1. This permit provides no right of renewal. The Holder expressly agrees that the terms and conditions of the permit shall not establish a precedent for any future permit within Death Valley National Park or any other unit of the National Park System. Always check with permit coordinator for new or revised conditions/ regulations before planning future trips to the Park. Permission to continue events in the Park is contingent on satisfactory observance of these conditions; failure to follow the conditions of the permit may result in revocation of this permit and denial of future permits.
2. On July 1, 1988, Death Valley National Park initiated collecting entrance fees. Anyone/vehicle involved directly with the vehicle testing is not required to pay an entrance fee while in the park testing. However, if anyone chooses to come early or stay after the testing is finished in order to tour the park, those individuals will be required to pay appropriate entrance fees and may not use a test vehicle for the trip. Golden Eagle, Golden Age and Golden Access Passport holders are admitted free of charge.
3. Test vehicles may not be driven for recreational purposes.
4. Trip Leader will have a copy of his own permit and a window sticker (available at visitor center and contact stations) in each vehicle. The National Park Service staff will NOT provide extra copies of permits or test sheets to testers on site. It is the responsibility of the holder to provide such information to their employees/testers prior to arrival in the National Park.
5. The Trip Leader will be responsible for all persons testing under his permit.
6. Sunset campground may be available for car testing when it is closed to camping. The speed limit in the campground shall be observed. Campground restroom facilities will be closed.
7. Test vehicles displaying DOT numbers may only test on CA Hwy 190.
8. Over-sized vehicles including semi-trucks are permitted only on Highway 190.
9. Vehicles must not travel significantly below posted speed limits or stop on roadways.
10. Use of park utilities including water and electric facilities is prohibited.
11. The area at the top of Towne Pass previously used for brake testing is now unavailable to conduct test data gathering activities due to active park restoration.
12. Holder is responsible for initial first aid care. Each vehicle is required to have a basic first aid kit. Holder must report all injuries sustained in the park by holder or their participants including name, address, telephone number, date, time and location of injury/accident, extent of injuries, medical treatment given, medical provider's name and level of medical training.
13. Holder will pack out all trash. Cigarette butts are considered trash and will not be left on the ground. Every effort should be made to comply with Death Valley's recycling program: all recyclable materials can be sorted at the numerous recycling centers at the hotels and ranger stations.
14. Holder agrees not to interfere with use of any area by park visitors and may not deny public access to NPS lands. Visitors will be able to watch and/or photograph/film all activities while on public lands.
15. Holder will observe posted speed limits and all commercial vehicle and vehicle length

restrictions on all roads in Death Valley National Park.

16. Vehicle testing is not permitted on any dirt/unpaved roads. Off-road vehicular travel is prohibited. Keep all vehicles and trailers on established roadways and shoulders.
17. This Permit does not authorize the Holder to advertise, solicit business, collect any fees, sell any goods or services, or film any event on lands owned and controlled by the United States.
18. Test vehicles shall not use road shoulders, day use areas, or any other park area with the exception of Sunset campground when closed to camping for stationary testing activities.
19. A separate permit is required for all photography and/or filming of test vehicles for commercial purposes. Contact the special park use office at [Debbie\\_Wehmeyer@nps.gov](mailto:Debbie_Wehmeyer@nps.gov) or 760-786-3241 for further information regarding a filming permit.
20. Test data sheets MUST be emailed to [Debbie\\_Wehmeyer@nps.gov](mailto:Debbie_Wehmeyer@nps.gov) at least 10 days prior to testing. Testing in Death Valley National Park is not authorized prior to receipt of this documentation.
21. Contact person is Debbie Wehmeyer, Special Permits Office, e-mail [Debbie\\_Wehmeyer@nps.gov](mailto:Debbie_Wehmeyer@nps.gov) or 760-786-3241.
22. Collecting or disturbing any animal, plant, rock or any other natural, historical or archeological feature will be prohibited.
23. Off-road travel by vehicles will be prohibited. This includes motorcycles, bicycles and four-wheel-drive vehicles. Vehicles are not permitted to park off road but may park in pre-disturbed areas along roadways and in a manner that does not prevent the flow of traffic.
24. Digging, scraping, or moving natural, historical or archeological features will be prohibited.
25. Furnishings, artifacts, and other historic objects will not be touched or moved, except by park staff. If the need to move any object is anticipated, special arrangements must be made in advance and approved by cultural resources staff.
26. Cutting of branches or removing any vegetation will be prohibited.
27. Hunting, trapping, feeding, touching, harassing, frightening or intentional disturbing wildlife will be prohibited.
28. Introducing wildlife, fish or plants, including their reproductive bodies, into the park's ecosystem will be prohibited.
29. Vehicles will be clean and free of mud and vegetation on the body and undercarriage before entering the park.
30. Viewing wildlife with artificial light will be prohibited. This includes infrared and black lights.
31. Using a mineral or metal detector in the park will be prohibited except by special permission from the Park Superintendent.
32. Attaching anything to NPS facilities, structures, rocks or vegetation will be prohibited without permission of the Park Superintendent.
33. Pets will be 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.

34. Itineraries for trips and locations for filming and other activities must be submitted in advance.
35. All special use or commercial use activity areas will remain open to the public. Activities will not unduly interfere with other park visitors' use and enjoyment of the park, and will not block access to wayside exhibits, visitor centers, viewpoints, parking lots, or any points of interest.
36. Loud noises (exceeding 60 decibels at 50 feet in distance) will be prohibited between 10:00pm and 6:00am, and minimized at other times to protect park soundscapes.
37. Public address systems and sound amplification equipment will not be allowed unless prior permission has been requested and approved by the park's Special Use Coordinator. If approved, audio amplification may not interfere with other visitor activities.
38. Nudity in public areas will be prohibited.
39. Mylar or helium balloons will be prohibited. No release of doves, butterflies, or other living objects.
40. Stunt or high-speed driving will be prohibited. All speed limits will be obeyed.
41. Removal, moving, or obscuring park road signs, speed limit signs, or wayside signs will be prohibited.
42. Activities will not interfere with traffic (vehicle or foot traffic) for more than 5 minutes at a time. An NPS monitor may be assigned to provide traffic control as needed.
43. Smoking will be prohibited inside buildings, on boardwalks and in vegetated areas.
44. The holder will comply with all fire safety regulations including temporary closures resulting from extreme fire conditions.
45. 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.
46. The holder, in exercising the privileges granted by a permit, will be required to comply with all applicable federal, state, county, and local laws, ordinances, regulations, codes, permit requirements, and conditions as well as departmental guidelines and park regulations contained in Title 36 of the Code of Federal Regulation.