GATEWAY NATIONAL RECREATION AREA

SANDY HOOK UNIT

Application for Special Event Permit

This application is in accordance with the provisions of the Code of Federal Regulations (CFR), Title 36. Applications may be submitted in person during normal business hours or by U.S. Mail.

Complete the application in full, indicating "not applicable" when necessary, and submit to

Sandy Hook Unit of Gateway National Recreation Area
National Park Service Headquarters
58 Magruder Drive, Ft. Hancock NJ 07732
ATTN: Permit Coordinator, Steven Grillo

In submitting this application, the applicant certifies that all information contained herein is full and accurate to the best of your knowledge and belief as of the date of this application.

A non-refundable $100.00 application-processing fee must be submitted with applications. **No application will be processed or reviewed without an accompanying processing fee check**.

The permittee will be notified in writing when action has been taken on the application. **If the application is approved**, all fees, and security bonds if applicable, are due and payable upon receipt of permit. Security bonds are subject to deposit and are refundable within 30 days after the event. **A non-refundable $50.00 Permit Fee** is required to secure all approved permits.

Please pay any applicable fees by check. Cash is not the preferred method of payment for permits issued by Gateway National Recreation Area, Sandy Hook Unit. If submitting a personal or business check, a social security number or tax identification number is required pursuant to the Debt Collection Act of 1996.

(NPS Form 10-930) **(OMB No. 1024-0026)**
(NEW 10/00) **(Expires 12/31/2009)**

National Park Service
Gateway National Recreation Area
Sandy Hook Unit
Application for Special Use Permit

Please supply the information requested below. This information is required to evaluate your permit request. Attach additional sheets, if necessary. Allow at least five (5) business days for processing. A **non-refundable processing fee of $100.00 must accompany this application** and processing begins only with the reception of said fee. Upon approval by the unit superintendent, additional cost recovery fees will be assessed. Permittees must provide proof of liability insurance.

Applicant Name:	Organization Name:
Social Security #:	Tax ID #
Street/Address:	Street/Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone #:	Telephone #:
Cell phone #:	Cell phone #:
Fax #:	Fax#:

Description of Proposed Activity (provide diagram, and/or additional attachments):

Requested Location: _____

Date (s): _____

Event set up will begin	Event will begin	Event will end	Removal will be done:

Maximum Number of Participants _____ (Please provide best estimate)

Maximum Number of Vehicles _____(attach parking plan)

Support Equipment (list all equipment) _____

_____

Support Personnel (contractors, etc. including addresses and telephones) _____

_____

Individual in charge of event on site (include address, telephone and cell phone numbers): _____

Is this an exercise of First Amendment Rights?	Y	N
Are you familiar with/have you visited the requested area?	Y	N
Do you plan to advertise or issue a press release?	Y	N
Will you distribute printed material?	Y	N
Is there any reason to believe there will be attempts to disrupt, protest, or prevent your event?(if yes explain on separate sheet)	Y	N

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given and that no advertising for the proposed event has been authorized by applicant prior to permit approval.

Signature _____ Date _____

Information provided will be used to determine whether a permit will be issued. Completed application must be accompanied by an application fee in the form of a cashier's check or money order in the amount of $100.00 made payable to **National Park Service**. Application and administrative charges are non-refundable.

Note that this is an application only, and does not serve as permission to conduct any other activity besides those specially stated and described in the permit. If your request is approved, a permit containing applicable conditions and regulations will be issued to the person designated on the application. The permit must be paid for and signed prior to the event.

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Paperwork Reduction Act Statement: This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. All the applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240

CONDITIONS OF THIS PERMIT:

1. The park reserves the right to amend this permit or to terminate its privilege when a determination has been made that a clear and present danger to public safety, good order or health, or adverse impacts affecting the park's natural, aesthetic, or cultural values and resources are threatened.

2. Permittee will take no action which would be detrimental to the historical or natural resources of the park or have an adverse impact on the environment, and will restore any area which has been altered, damaged, or destroyed in any manner.

3. Use of the facility permitted by this instrument is a privilege granted by the National Park Service. Please respect this privilege and leave no trace of your presence on site.

4. The location(s) stipulated in this permit are subject to visitor use and not reserved expressly for this permit.

5. All permits are approved or denied and regulated solely by the Office of the Superintendent of Sandy Hook Unit.

6. All trash generated through this permit must be collected by the permittee and removed from the park. Food refuse is considered litter and should not be discarded in the park.

7. Please recycle appropriately.

8. Glass, open fires, and helium balloons are prohibited on park property.

9. Smoking is prohibited in any government building or on any battery.

10. All tents and structures must be approved by the NPS. All requests for NPS assistance (tents, chairs, tables) must be made at the time of permit submission and are subject to the approval of the Superintendent.

11. Overnight camping is prohibited.

12. Use of or activity on the dunes is strictly prohibited. At no time shall anyone associated with this permit stand on/walk on/position any equipment on/or disturb in any manner, any sand dune.

13. The National Park Service and Sandy Hook Unit of National Recreation Area are not responsible for providing accommodations in the event of inclement weather.

14. Filming crews of more than 11 people are required to have a ranger present throughout their time in the park. This fee is assessed by an hourly charge.

15. Two (2) weeks notice is recommended for application submission. Sandy Hook NRA reserves the right to deny any permit application that is not received in the time required for review.

16. The NPS reserves the right to require ranger presence at any event where alcohol is being consumed. This fee will be assessed by an hourly charge.

17. The NPS reserves the right to require ranger presence at any event occurring on the Chapel Grounds. This fee will be assessed by an hourly charge.

18. Parking on grass other than to load and unload is strictly prohibited.

19. No vehicles are permitted on the Multi-Use Pathway at any time.

20. Operating an audio device, tape deck or musical instrument, in a manner that exceeds a noise level of 60 decibels measured on the A- weighted scale at 50 feet is prohibited.

21. The National Park Service cannot guarantee parking availability or access into the park. Your party may encounter difficulty entering or exiting the park because of New Jersey DOT construction and the related traffic delays that are anticipated during 2009.

Additional Conditions:
22. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

23. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

24. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

25. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

26. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

27. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)].

28. Permittee will comply with applicable public health and sanitation standards and codes.

29. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

NONDISCRIMINATION. If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows.

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will have consideration for employment without regard to race, color, religion, sex, age, or national origin.

(c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated, or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions, including sanctions for noncompliances; Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States

h) The permittee shall save, hold harmless, and defend and indemnify the United States of America, it's agents and employees for losses, damages, or judgments and expenses on account of fire, theft, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomever, made arising out of the activities of this permute, his employees, sub-contractors or agents under the permit. In addition to the indemnification provided above, the permittee expressly releases the National Park Service from any and all liability for loss of damage to permittee or any property belonging to permittee or to others caused by theft, vandalism, or any other cause beyond the reasonable control of the NPS.