Hot Springs National Park

Guidelines for Special Use Permits

General Information

The Special Use Permit (SUP) program authorizes activities that provide benefit to an individual, group or organization, rather than the public at large; and that require written authorization and some degree of management control in order to protect park resources and the public interest. Examples include special events, commercial photography and filming, weddings, public assembly, training events, and First Amendment activities.

Special Use Permits are granted for specific periods of time and specific locations. **Permit fees, monitoring fees, bonding and insurance requirements may apply.** Permit activities may be restricted based on time of year, weather or seasonal conditions and during times of high visitor use.

Permit Application Procedure

Requests for a permit application may be made in person at the park administrative building, via telephone or letter. A completed application and the non-refundable application fee of $35 are required before an application can be processed.

Park contact information:

Special Park Use Coordinator
Hot Springs National Park
101 Reserve Street
Hot Springs, AR 71901

Telephone: 501-623-2824 or 501-620-6720
Fax: 501-620-6778
Website: www.nps.gov/hosp

The information on the application will be used by National Park Service (NPS) staff to evaluate the impact of the proposed activity on park resources and visitors. Allow at least 10 business days for processing. Events which require management oversight will require a minimum of 15 business days to process. Uses which require environmental or cultural resource evaluation must be submitted not less than 45 days before the start of proposed activities. Applications are processed in the order in which they are received. Applications will be returned to the applicant if submitted incomplete, cannot be approved as submitted, are received without payment of the application fee, without a Social Security Number or Federal Tax Identification Number.

The NPS may permit a special event if the proposed activity will not:

- Cause injury or damage to park resources; or
- Be contrary to the purposes for which the park was established; or
- Unreasonably impair the atmosphere of peace and tranquility maintained in wilderness, natural, historic or commemorative locations within the park; or
- Unreasonably interfere with the interpretive visitor service or other program activities, or with the administrative activities of the NPS; or

- Substantially impair the operation of the public facilities or services of NPS concessionaires, leases, or contractors; or
- Present a clear and present danger to public health and safety; or
- Result in significant conflict with other existing uses.

The NPS will not permit the public staging of special events that are conducted primarily for the material or financial benefit of the organizers or participants, or which involve commercialization or in-park advertising or publicity. Admission fees for the event or any other monies associated with the event may not be collected on park premises.

Application Fee

A non-refundable fee must be submitted at the time of the initial application. This cost is the fee associated with processing and correspondence.

Application Type:	Application Fee Non-Refundable
First Amendment	**No Fee**
Events	**$35**

Permit Fee & Monitoring Costs

The authority for the National Park Service to recover and retain costs associated with managing special park uses is found at 16 U.S.C. 3a and 31 U.S.C. 9701. Charges established for a special park use under this authority are intended to recover administrative costs associated with managing that activity and not to generate revenue beyond actual cost. If any additional costs are incurred, the permittee will be billed at the conclusion of the permit.

If the event requires NPS supervision for resource protection or the health and safety of visitors, the cost will be estimated and payable when the permit is approved and prior to beginning the event. The scope and complexity of the permit activity will determine the level and type of supervision of which the rates are based.

Events

	Permit Fee (Non Refundable)	Monitoring Cost (Refundable if cancelled)
First Amendment	**No Fee**	**No Fee**
Basic Event or 75 persons or less	**$150**	**To Be Determined By Event**
Complex Event or 76 persons or more	**$250**	**To Be Determined By Event**

Monitoring fee based on 1-hour increments of time. Complexity of event determines monitoring requirements. Additional monitoring costs could be incurred by permittee.

All Special Use Permits will have the following Standard Conditions:

- 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)].
- 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.
- 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 of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 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.
- 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.
- 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.
- This agreement 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/Grantee), 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 agreement 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.
- 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 $_____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.
- Permittee agrees to deposit with the park a bond in the amount of $ _____ 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.

- 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.
- 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.
- 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."
- Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year assume 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.
- This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- The approved permit must be in the applicant's possession at the time of the event.
- The disturbance of vegetation or other natural or cultural objects is prohibited.
- The release of any living thing is prohibited. Birdseed or rice may not be thrown within the park.
- The use of balloons (air or helium filled) is prohibited.
- Directional or event signs may not be used <u>within</u> the park.
- The picnic areas may not be reserved and are available only on a first-come basis.
- The permittee is responsible for the cleanup of all trash from the site.
- The permittee and guests must comply with all applicable federal, state, and county regulations.
- Pets must be leashed at all times. Pets **must** be curbed.
- Fireworks are prohibited.
- Amplified music or public address systems are not permitted.
- Tents, tables, or other furniture are not permitted at the site of the event unless approved in advance by the superintendent.
- Archways or other artificial structures are not authorized, unless approved in advance by the superintendent.
- Candles or any type of open flame is prohibited in the park.
- Historic buildings or other structures may be used as a backdrop only. The use of nails, staples, stakes, or the like, to attach objects, signs, or decorations to buildings or structures is not authorized.

- Professional still photography or video activities associated with the event permit do not require an additional permit.
- Parking is limited in most locations. The use of car pools or shuttles is recommended and may be required as a condition of the permit.
- The basic time allowed for outdoor events is two hours. Additional time must be requested on the application and approved by the superintendent. Additional costs may be associated with the additional time.
- Other conditions and restrictions may apply depending on the event type.