

Marsh-Billings-Rockefeller National Historical Park

Park Area Conditions

This Lease is subject to the following special conditions:

1. **Park Operations:** Approval for activities is contingent on the availability of open park areas. Areas may be closed at any time due to maintenance operations, weather conditions, or other conditions at any time. If an area is closed during the permitted activity, access is not allowed. The LESSEE must carry the valid lease at all times (printed or digital) and present it to park staff upon request.
2. **Legal Compliance:** The LESSEE shall exercise this privilege subject to the supervision of the Superintendent and must comply with all applicable laws and regulations. LESSEE holders and guests must adhere to all Park Specific Conditions, [Superintendent's Compendium](#) and Federal and State Laws.
3. **Business Operations:** This authorization does not permit advertising, soliciting business, collecting fees, or selling goods or services on NPS-controlled lands. All commercial activities, including services, require a Commercial Use Authorization in addition to this lease. Advertising for the leased activity must not state or imply endorsement by the NPS and must not depict or suggest prohibited or unauthorized activities. Transferring this authorization to another entity is prohibited.
4. **Restrictions on Use of Motor Vehicles and Bicycles:**
 - a. Motor Vehicles are permitted only on designated park roads and parking areas. No off-road use or access to grass/lawns.
 - b. The use of motorized vehicles and/or bicycles on the carriage roads and trails is prohibited.
 - c. Consult park staff in advance of lease for guidance on the use of power-driven mobility devices (OPDMDs).
5. **Area Use:** This authorization is applicable only for the use of the area, term, and conditions designated herein. All leased activities must take place inside the parameter of the venue named on the lease, outlined in the Venue Boundary Map. Visitor paths and walkways must remain unobstructed at all times. The area(s) authorized for use under this lease must be left in substantially the same condition as it was prior to the activities authorized in this lease. This lease does not authorize priority or exclusive use of park areas. All use is on a first come, first served basis. The LESSEE must not monopolize public areas to the exclusion of other visitors. This

authorization does not grant a preferential or exclusive right to conduct business in any NPS administered area.

6. **Building Access:** Leases for events with more than 50 guests are authorized access to the restrooms in the Carriage Barn Visitor Center.
7. **Incident Reporting:** Report any incidents involving personal injury, property damage, or wildlife harm immediately to Woodstock, VT emergency services by calling 911. For non-emergencies, call (802) 457-1420. LESSEE must remain on-site until law enforcement arrives. After contacting law enforcement, LESSEE must immediately inform their NPS staff contact.
8. **Signs/Markings:** No signs may be placed on the ground, on existing signs, or on trees directing participants. No markings of any kind shall be placed on NPS Property.
9. **Resource Protection:**
 - a. LESSEE and guests must remain on established, authorized, NPS-maintained trails; entry into wetlands, streams, or water bodies is not allowed, and the use of unauthorized social trails is prohibited. Harassing, feeding, attracting, or transporting wildlife is strictly prohibited, along with activities such as swimming, wading, and camping. Fires are prohibited without approval from the Superintendent.
 - b. No alterations to scenery, landscape, or vegetation are allowed; trimming or moving tree branches, grasses, logs, or rocks is prohibited. Taking plants, wood, fish, wildlife, rocks, or minerals is also prohibited without explicit approval. Refer to the [Superintendent's Compendium](#) for restrictions on personal consumption gathering.
 - c. Destruction of archaeological sites and unauthorized removal of artifacts is illegal under the Archaeological Resource Protection Act of 1979. Report any unanticipated archaeological finds without disturbing them and notify park staff with documentation.
 - d. Climbing on trees, park signs, exhibits, or statuary is prohibited.
10. **Pets Policy:** Pets are not permitted in public buildings, except for service animals (as defined by the Americans with Disabilities Act of 1990) and on-duty law enforcement animals. All pets must be on a six-foot leash at all times and may not be left unattended, tied to objects, or left in vehicles. This is a pack in/pack out park; pet waste must be collected and removed by owners. There are no trash cans in the park for disposal, but trash cans are available in the parking lot at Billings Farm & Museum during the summer months.
11. **Set Up/Break Down:**
 - a. Set up and break down required in connection with the event must take place within the time during which the Lease is in effect. NPS authorization is required in the event the LESSEE requires additional time to set up or break down the event and may result in

additional fees to the LESSEE. Set up must begin after 4:30 p.m. Break down must conclude by dusk. Events may not begin until 5:00 p.m.

12. Parking:

- a. All vehicles associated with the permitted activity must use established parking lots. Parking directly adjacent to Marsh-Billings-Rockefeller NHP includes the shared [Billings Farm & Museum parking lot](#). LESSEE and guests must use the Overflow/RV lot. No parking spaces may be reserved or blocked, and vehicles should not idle. Drivers must turn off engines when parked.
- b. Up to four vehicles are permitted to use the **accessible parking area** available behind the Marsh-Billings-Rockefeller mansion for those who are unable to walk up the steep hill. Vehicles may drive up to the accessible parking area to drop off guests and return to the parking lot. Follow accessible parking signs from the entrance crosswalk. For more details on accessibility, visit [Accessibility](#).
- c. For events with more than 50 guests, the LESSEE must provide an assistant (for example, a wedding usher) visibly stationed between the parking area and venue entrance to direct vehicles and answer guest questions.
- d. A map to share with guests indicating directions to the parking areas will be provided to the LESSEE upon request.

13. Trail Access Hours: Trails are closed from sunset to sunrise. All event participants and materials must be off the trails by sunset.

14. Trash: The LESSEE is responsible for disposing of all trash related to their activities in the park in proper receptacles. Trash must never be left unattended or remain in the park overnight. All food scraps are considered trash. Sanitation and refuse violations may result in a U.S. District Court Violation Notice pursuant to 36 CFR 2.14(a)(1).

15. Temporary Structures, Equipment, and Event Planners:

- a. Event planners and equipment (i.e. portable toilets, tents, chairs) providers unfamiliar with the Premises must undertake a pre-event walkthrough of the Premises prior to the event, with the applicant and an NPS Representative. Caterers and event planners must be identified on the application, if known at time of completion. Otherwise, the information may be provided at a later date, but not less than 30 days prior to the scheduled event. Caterers and Event Planners must be identified (below) by the LESSEE.
- b. If equipment set-up or removal must occur outside of the hours covered by the Lease due to equipment provider limitations (for example, installation or removal of a large tent that cannot reasonably be completed by the LESSEE), the LESSEE may request advance

permission for equipment to remain on site overnight. Approval is not guaranteed and will be granted only if the equipment does not interfere with park operations. When approved, an overnight equipment fee of no less than \$100 per day will be applied.

- i. The LESSOR assumes no responsibility or liability for any equipment or temporary structures that remain on the Premises unattended, including overnight. All risk of loss, theft, damage, or deterioration rests solely with the LESSEE and/or the equipment provider.
- c. Advanced approval is required for the set-up of all equipment, including temporary structures (portable toilets, tents, arbors, altars, podiums), chairs, tables, and speaker systems. The item type, dimensions, and quantity must be identified on the application, if known at time of completion. Otherwise, the information may be provided at a later date, but not less than 30 days prior to the scheduled event.
 - i. **Portable toilets:** Pre-determined locations for portable toilets available upon request.
- d. Below is an overview of the equipment that can be approved in advance at each venue location:
 - i. **West Upper Meadow:** All temporary structures, chairs, tables and battery-operated speaker systems.
 - ii. **Mansion Lawn:** Portable toilets, pop-up tents (up to 20x20) with stakes less than 6 inches in depth, chairs, tables, and battery-operated speaker systems.
 - iii. **Formal Gardens:** Portable toilets, pop-up tents (up to 20x20) with stakes less than 6 inches in depth, chairs, tables, and battery-operated speaker systems. Equipment or temporary structures inside the formal four-square garden parameter is prohibited.
 - iv. **Terrace Garden:** Pop-up tents (up to 20x20) with stakes less than 6 inches in depth, chairs, tables, and battery-operated speaker systems.

16. Decorations and alterations:

- a. Decorations hung, tied, or affixed in any manner to exterior architectural elements/features including but not limited to walls, fixtures, or light fixtures are prohibited. No tape, glue, staples, nails or tacks may be affixed to any painted or finished wood surfaces. Ladders are not available on the premises.
- b. **Prohibited Items:** The use and distribution of birdseed, rice, bubbles (and machines), glitter, sequins, or other small particles, banners, and the outdoor use of balloons and glass is prohibited. Flying lanterns, tea lamps, or any other flying objects are prohibited.

- c. **Animal Releases:** Bringing or releasing animals (including doves or other birds, butterflies, or other insects) is prohibited.
 - d. **Live Plants:** Live non-native plants that may become invasive species are strictly prohibited.
 - e. **Alterations:** Alterations to the premises are prohibited.
 - f. **Flora Approval:** All other plants and flowers must be approved by NPS via written request. If approved for use during the event, they must be removed from the park upon conclusion of the authorized event to prevent the introduction of non-native species.
17. **Drones/Unmanned Aerial Vehicles (UAV):** Launching or operating drones or unmanned aerial vehicles within park boundaries is prohibited.
18. **Alcohol Consumption:** Consumption of alcohol in parking areas is prohibited. Consumption of alcohol on park property requires advanced approval from the Superintendent.
19. **Electricity and Generators:** All equipment requiring wired electricity is prohibited. Battery operated equipment (i.e. speaker systems) is allowed with advanced approval. The use of generators is prohibited.
20. **Hazardous Materials:** The use of hazardous materials (toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or mutagenic) is prohibited. Other hazardous substances, such as gasoline and diesel fuel, must comply with applicable regulations.
21. **Smoking:** Smoking is prohibited in the interior and at the entrances of all structures. Smoking is prohibited within 25 feet of building exteriors.
22. **Noise Level:** Sound, audio, or music is prohibited from being broadcast at a level exceeding 60 decibels beyond a distance of 50 feet from the perimeter of the leased premises at any time. The NPS reserves the right to determine whether sound, audio, or music is broadcast or projected at reasonable level. Noise violations may result in issuance of a U.S. District Court Violation Notice: 36 CFR 2.12 (Audio Disturbance) and / or 36 CFR 2.34 (a)(3) Disorderly Conduct.

6. General Terms and Conditions. This Lease is subject to the General Terms and Conditions contained in Exhibit A to this Lease, hereby incorporated by reference.