

## CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

1. 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)].
2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
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 revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
4. 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.
5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. This permit 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, 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 permit 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.
9. 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 \$1,000,000.00 per Occurrence, \$\_\_\_\_\_ Aggregate and underwritten by a United States company naming the United States of America as **additional 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.
10. 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.
11. 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.
12. The person(s) 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 available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
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 permit 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. 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 permit shall be valid and be enforced to the fullest extent permitted by law.
15. Damages – Permittee shall pay the United States for any damages 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.
16. This permit, signed by the Superintendent or his/her representative, must be carried by the Permittee and be on site at all times during the event.
17. Except for the Group Picnic Site at the Bear Valley Picnic Area, no area in the Park may be reserved for the exclusive use of weddings, ceremonies or parties. Permittee must ensure this project does not interfere with traffic, visitor/NPS access to parklands or facilities, or visitor/NPS activities in the area.

18. The following **are prohibited**:

- a. Amplified music & sound
  - b. Electric generators & lights
  - c. Signage (this includes cardboard/paper signs taped on directional or stop signs). Only self-standing pre-approved signs may be used.
  - d. Collection of fees or sale of items.
  - e. Marking Park property or grounds with flour, chalk, inks or any type of paints
  - f. Stands, lecterns, chairs or other types of furniture
  - g. Releasing balloons, birds or butterflies; throwing rice, birdseed, confetti or other natural or artificial materials.
  - h. Fires, except with a valid fire permit.
  - i. Off-road vehicles.
  - j. Pets (where Park regulations prohibit them).
  - k. Alcohol containers with capacity to hold five (5) fluid gallons or more – i.e. kegs.
19. All trash, garbage and waste must be placed in on-site trash containers. If the site does not have trash containers or if trash volume exceeds container capacity, Permittee must either bag and remove trash from parklands or provide a dumpster.
20. Permittee is responsible for site maintenance, crowd control, event security, parking management, event first aid services, medical evacuation and event supervision.
21. Failure of Permittee to comply with the conditions of this permit to the satisfaction of NPS staff, and/or failure of Permittee to cooperate with NPS staff before, during, or immediately after the event will result in the denial of any future requests for events associated with the Permittee within Point Reyes National Seashore.

Event is limited to a maximum of XX participants.