Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** A nonrefundable processing fee of $100 will be billed separately via Pay.gov once we receive your application unless the requested use is an exercise of a First Amendment right. You must allow six weeks for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America an additional insured.

|  |  |
| --- | --- |
| Applicant Information | Company/Organization Information |
| Applicant Name: | Company/Organization Name: |
| Social Security Number\*: N/A | Tax Identification Number\*: |
| Street Address: | Street Address: |
| City: | City: |
| State: | State: |
| Zip Code: | Zip Code: |
| Country: | Country: |
| Telephone Number: | Telephone Number: |
| Cell Phone Number: | Contact Name: |
| Fax Number: | Fax Number: |
| Email Address: | Email Address: |

# **Activity Details**

|  |
| --- |
| **Description of Proposed Activity (attach diagram and/or additional pages, if necessary)** |
|  |

# **Location Details**

|  |
| --- |
| **Requested Location** |
|  |

# **Equipment Details**

|  |
| --- |
| **Support equipment (list all equipment; attach additional pages if necessary)** |
|  |

# **Timing**

|  |  |  |  |
| --- | --- | --- | --- |
| Set-Up Begins | Activity Begins | Activity Ends | Removal Completed |
| *Date: Time:*  AM  PM | *Date: Time:*  AM  PM | *Date: Time:*  AM  PM | *Date: Time:*  AM  PM |
| *Date: Time:*  AM  PM | *Date: Time:*  AM  PM | *Date: Time:*  AM  PM | *Date: Time:*  AM  PM |
| *Date: Time:*  AM  PM | *Date: Time:*  AM  PM | *Date: Time:*  AM  PM | *Date: Time:*  AM  PM |

# **Vehicles & Participants**

If using any vehicles, attach a parking plan to this form.

|  |  |
| --- | --- |
| Type | Maximum Number |
| Participants (best estimate) |  |
| Cars |  |
| Vans/Light Trucks |  |
| Utility Vans/Trucks |  |
| Buses/Oversized Vehicles |  |

# **Support Personnel**

List support personnel including addresses and telephones; attach additional pages if necessary

|  |  |  |
| --- | --- | --- |
| Name | Address | Cell Phone Number |
|  |  |  |
|  |  |  |
|  |  |  |

# **Individual in Charge**

Individual in charge of activity onsite who is authorized to make decisions related to the permitted activity

|  |  |
| --- | --- |
| Name | Cell Phone Number |
|  |  |

# **Activity Questions**

Is this an exercise of First Amendment Rights?  Yes  No

Have you visited the requested area?  Yes  No

Do you plan to advertise or issue a press release before the event?  Yes  No

Have you obtained a permit from the National Park Service in the past?  Yes  No

(If yes, provide a list of permit dates and locations on a separate page.)

Will you distribute printed material?  Yes  No

Is there any reason to believe there will be attempts to disrupt, protest or prevent your event?  Yes  No

(If yes, please explain on a separate page.)

Do you intend to solicit donations or offer items for sale?  Yes  No

(These activities may require an additional permit.)

Is this permit to carry out a Good Samaritan Search and Recovery Mission?  Yes  No

***You are encouraged to attach additional pages with information useful in evaluating your permit request including:*** staging, sound systems, parking plan, security plans, sanitary facilities, crowd control, emergency medical plan, use of any building, site clean-up, etc.

*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 statements have been given.*

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| Signature |  |
| Date |  |

# **NOTICES**

**IMPORTANT NOTICE TO APPLICANT**

This is an application ***only*** and does not serve as permission to conduct any special activity in the park. The information provided will be used to determine whether a permit will be issued. Send the completed application to the park address found on the first page of this application. You will be invoiced via Pay.gov for the application fee and a separate email will be sent with directions.

If your request is approved, a permit containing applicable terms and conditions will be sent you. The permit must be signed by the responsible person and returned to the park for final approval by the Park Superintendent before the permitted activity may begin.

**Customers Making Payment by Personal Check**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Privacy Act Statement**

**General:** This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), December 21, 1984, for individuals completing this application.

**Authority:** The authority to collect information on the attached form is derived from 54 U.S.C. 100101, Promotion and regulation; 54 U.S.C. 100751(a), Regulations; 54 U.S.C. 103104, Recovery of costs associated with special use permits; and 54 U.S.C 100905 Commercial Filming.

**Purposes and Uses:** The information being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Information from the application may be transferred to appropriate Federal, State, and local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

**Effects of Nondisclosure:** It is in your best interest to answer all of the questions. The U.S. Criminal Code, Title 18 U.S.C. 1001, provides that knowingly falsifying or concealing a material fact is a felony that may result in fines of up to $10,000 or 5 years in prison, or both. Deliberately and materially making false or fraudulent statements on this form will be grounds for not granting you a Special Use Permit

**Information Regarding Disclosure of Your Social Security Number Under Public Law 93-579 Section 7(b):** Your Social Security Number (SSN) is needed to identify records unique to you. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service. Failure to disclose your SSN may prevent or delay the processing of your application. The authority for soliciting your SSN is 54 U.S.C.103104. The information gathered through the use of the SSN will be used only as necessary for processing this application and collecting and reporting any delinquent financial obligations. Use of the social security number will be carried out in accordance with established regulations and published notices of system of records.

**Paperwork Reduction Act Statement**

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to provide the park managers the information needed to decide whether or not to allow the requested use. All applicable parts of the form must be completed in order for your request to be considered. You are not required to respond to this or any other Federal agency-sponsored information collection 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 Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive Reston, Virginia 20192**.** Please do not send your form to this address.

|  |
| --- |
| **INTERNAL AGENCY USE ONLY** |
| **Project Number/BILL:** |
| **Date Processed:** |
| **Permit Number:** |
| **Prepared By:** |
| **Organization Name:** |

**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-hour notice, if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.**

**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. 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.**

**10. 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 always remain available. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit**

**11. 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.**

**12. 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.**

**13. This permit is applicable only on lands and waters under the jurisdiction of the National Park Service at the Upper Delaware Scenic & Recreational River.**

**14. The permittee and all participants authorized herein must comply with all conditions of the permit including all exhibits, amendments or written directions of the park Superintendent. The NPS may enter and inspect the permitted area at any time without providing prior notice to the Permittee.**

**15. All individuals participating in the permitted event or activity must wear masks in accordance with the current mask-wearing requirements in the Superintendent's compendium, which is available on the park's website or from the Superintendent's office.**

**16. The Permittee must develop and submit to the superintendent a safety plan that addresses current public-health issues posed by the COVID-19 pandemic. As a term and condition of this Permit, the Permittee is responsible for complying with the plan and for ensuring that all individuals participating in the permitted event or activity also comply with the plan.**

**17. The permittee and all participants will comply with any instruction from the official representative of the National Park Service and/or similar instructions from the local police departments where their jurisdiction is involved.**

**18. The permittee will comply with all applicable health, safety and OSHA regulations. The participants will adhere to COVID state guidelines when appropriate and will have a supply of masks and hand sanitizer available to the public if the public does not supply their own.**

**19. The permittee will not be considered a concessioner to the National Park Service and will have none of the rights or privileges of P.L. 89-249.**

**20. The permit does not authorize the permittee to solicit business, collect any fees, or sell any goods or services on lands or waters under the jurisdiction of the National Park Service.**

**21. The National Park Service logo or name will not be used in any fashion, which implies approval or endorsement of this event, unless otherwise approved in advance.**

**22. The permittee will comply with any instructions or decisions from the official representative of the National Park Service/monitor for this permitted use and/or local police departments where their jurisdiction is involved.**

**23. Good order and proper decorum shall be maintained by those persons conducting and participating in this program and that public safety and general welfare of the public and participants will not be endangered.**

**24. Except as expressly authorized by this permit or subsequently approved in writing by the Superintendent, the permittee may not move, remove, alter, damage, or destroy any park resources within the Permitted Area or the Park. As directed by the Superintendent, the permittee must take all reasonable measures to avoid or minimize damage to Park resources. The Superintendent may require reasonable mitigation in return for allowing impacts to Park resources under this permit. The permittee shall be liable for any damages to any government property resulting from these activities.**

**25. This permit is issued only for the use of the areas designated and does not include permission for activities outside the park area or private property within or adjoining the park.**

**26. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.**

**27. Permittee will ensure attendees remain in the designated 1st Amendment area or at the access and will not trespass on private property without permission from the landowner.**

**28. Permission/permit from the PA Fish & Boat Commission is required for use of the Lackawaxen access area. Permittee and participants will not to block the boat ramp, impede any use of the access by the public or otherwise restrict free passage by all river users before, during or after any event.**

**29. All vehicles will be driven on established driveways/roads and parked in designated parking areas ONLY.**

**30. All attendees will be required to park in the PA Fish and Boat Commission large parking lot adjacent to the Zane Grey Museum not in the museum or access parking lots.**

**31. No digging should be allowed under any circumstances, and driving, parking and/or operation of heavy equipment should be limited in unpaved areas unless it is on top of construction matting to prevent rutting.**

**32. Banner signs for the event can only be hung from the tents with materials that will not damage the tents. Lawn signs for advertising the event can be placed in the yard and Roebling Bridge NY & PA parking lots in the grassy areas up to two weeks prior to the event and must be removed at the end of the event. Signs will be placed with/by an NPS staff member so as not to infringe on the cultural landscape at the museum.**

**33. The permittee is required to report any accidents or injuries to the National Park Service 24-hour Communication Center at 570-426-2457.**

**34. Loudspeakers or microphones being used will be so adjusted as to be audible only to those people in the immediate area who are involved with the activity. Audio devises must adjust their volume in accordance with state and local town/ship ordinances. “No person shall operate equipment of any type that produces a noise level that can reasonably be expected to interfere with normal residential activities on another property…No noise source shall be found to be in violation of this standard unless the operation of the noise source causes an increase in the environmental noise level of at least 5 dBs” (Lackawaxen Township, Noise Light Public Welfare Ordinance #82, section 6.2).**

**35. No fires will be permitted, or fire pits dug or constructed on the Zane Grey Museum property at 135 Scenic Drive, Lackawaxen, PA.**

**36. If commercial television or photo coverage other than actual breaking news coverage is to be part of the program a National Park Service filming permit is required.**

**37. No alcoholic beverages will be permitted on the Zane Grey Museum property, 135 Scenic Drive, Lackawaxen, PA.**

**38. The permittee will not allow any participant under the influence of alcohol or drugs to be allowed to participate in the activity if that influence is to the degree that it endangers oneself, others or park resources.**

**39. The Permittee must always keep the Permitted Area clean and fee of litter or other debris during and after the event.**

**40. The permittee must immediately suspend all activities and notify the Superintendent’s monitor upon the discovery of any threatened or endangered species or archeological, paleontological or historical resources within or near the Permitted Area. All natural and cultural resources discovered in the Permitted Area are the property of the United States.**

**41. Preservation of Natural, Cultural and Archaeological Resources: The permittee is prohibited under 36 CFR 2.1 from possessing, destroying, injuring, defacing, removing, digging, or disturbing the river from its natural state and natural, cultural and archeological resources such as: Living or dead wildlife or fish, or the parts or products thereof, such as antlers or nests; plants or the parts of products thereof; Non-fossilized and fossilized paleontological specimens, cultural or archeological resources, or the parts thereof; introducing wildlife, fish or plants, including their reproductive bodies, into a park area ecosystem; walking on, climbing, entering, ascending, descending or traversing an archeological or cultural resource, monument, or statue, except in designated areas and under conditions established by the Superintendent, or possessing, destroying, injuring, defacing, removing, digging, or disturbing a structure or its furnishing or fixtures, or other cultural or archeological resources.**

**42. There is the potential for presence of archaeological resources in the area. If suspected archaeological resources are discovered on park land, the park's cultural resources manager must be notified: Lauren Hauptman, 570- 685-4871, ext. 6606, and an appropriate action plan will be taken. Unauthorized disturbance of archeological sites on federal lands, or the removal of artifacts from federally managed property without a valid permit is a violation of the Archeological Resources Protection Act (16 U.S.C. 470 ee, ff, gg), the Antiquities Act (16 USC 433), and other statues. Those in violation are subject to criminal and civil penalties, including forfeiture of personal property.**

**43. Following the latest science and guidance from the Centers for Disease Control and Prevention, the National Park Service is immediately requiring visitors, employees and contractors to wear a mask inside all NPS buildings and in crowded outdoor spaces, regardless of vaccination status or community transmission levels. This requirement will be in effect until further notice and applies to all NPS buildings and public transportation systems. It also applies to outdoors spaces where physical distancing cannot be maintained, such as narrow or busy trails and overlooks.**