

SPECIAL PERMIT STIPULATIONS FOR COMMERCIAL HUNTING/FISHING GUIDES

This permit will be in effect from _____ to _____ on public lands administered by the ~~Elko, Ely, Battle Mountain, Winnemucca and Carson City~~ Bureau of Land Management (BLM) District Offices within Nevada, unless terminated earlier by the Authorized Official. **Authorization from the Southern Nevada District Office will be provided at your request after you book a client for that area.** Conduct of activities authorized by this permit signifies knowledge of and constitutes an express and implied agreement by the permittee, subguides and other employees to fully comply with permit conditions marked on the reverse side of Form 2930-1 and all special stipulations.

This permit does not authorize use on BLM Wilderness or Wilderness Study Area (WSA) lands. Approval to commercially guide in Wilderness or WSA's must be obtained by each separate BLM Office. The following list of recreation planners can be contacted for approval to guide in Wilderness and WSAs. Please give the applicable office in which you wish to get permission 30 days notice in order to process you permit.

Elko District: Zachary Pratt 775.753.0212

Winnemucca District: Gregory Page 775-623-1733

Carson City District: Dan Westermeyer 775-885-6030

Ely District: Erin Rajala 775-289-1841

Southern Nevada District: Bob Dieli 702-515-5000

Battle Mountain District: ~~Ethan Arley~~ 775.635.4063

Ben Cramer

Privileges granted by this permit are subject to the following annual requirements:

- A **Master Guide license** issued by NDOW must be available on-line or a copy must be received by the issuing BLM office prior to your first guided hunt or **May 31st** of each year.
- Submission of post use information on the Post Use Report form provided by BLM for your use by **May 31st** of each year. A legible copy of your Nevada Division of Wildlife (NDOW) client record form(s) must also be submitted with your Post Use Report. For any trips involving both BLM and United States Forest Service (USFS) administered lands authorized under a joint or separate permit, and where the majority of use (hours per day and/or days per trip) is conducted on BLM administered lands, the entire trip will be reported to BLM on the Post Use Report. Each page of your BLM Post Use Report must be signed and dated. Claims for fee deductions and discounts will require submission of a more detailed post use form supported by receipts, trip itineraries and vehicle log books. Payment of final fees, which is 3% of gross receipts (or adjusted gross receipts if deductions or discounts are claimed), must be received within 30 days of submission of the Post Use Report or by **August 1st**. Fees must be made payable to "U. S. Department of the Interior – BLM."
- A current insurance policy must be maintained that provides for the minimum levels of liability insurance (**\$1,000,000 bodily injury for any one person, with an annual aggregate of \$3,000,000**). Your policy must name the *United States Government*, as additionally insured or and stipulate that you or your insurer will notify BLM at least 30 calendar days in advance of termination or modification of such insurance. The policy for liability insurance must remain in effect during the

entire time the master guide is licensed to guide.

Permittee must notify the issuing BLM office of any amendments to their master guide license within 10 working days of the amendment(s). (i.e. adding or removing subguides from the master guide license.)

Multi-year permits will be placed in **probationary** status during the next annual operating period if the permittee fails to comply with the requirements in the special stipulations. A **probationary** permit shall automatically terminate without the necessity of prior notice when (1) annual or minimum use fees are delinquent for more than 30 calendar days from the required due date; or (2) a post use report has not been submitted by the required due date. The BLM may also refuse to issue a permit to a permittee who has received unsatisfactory performance evaluations or has previously had their permit revoked.

Permittee shall inform all employees and clients of the terms and conditions of the authorizing permit, and is responsible and liable for all actions of employees and clients on both public and private lands.

General

1. Any property of the permittee left unattended on BLM-administered lands longer than ten (10) days without permission of the Authorized Officer is subject to disposition under the Federal Property and Administrative Services Act of 1949 as amended; or at the option of BLM will be removed and delivered to the permittee at the permittee's expense. Removal of the property by the United States shall not relieve the permit holder of liability for the cost of its removal and restoration of the site.
2. This permit does not authorize the permittee, employees, or clients to use areas of the public lands which are otherwise restricted or closed (e.g., restrictive off-highway vehicle designation areas).
3. Granting the Special Recreation Permit by BLM does not guarantee the permittee's use of any specific campsite(s), nor the use of public lands in a given area, and not the exclusive use of any area by a single permittee. Reservation of permanent campsite(s) for exclusive use by the permittee will require specific authorization and payment of an annual fee for each reserved site. A permanent campsite is a location used for a period of fourteen (14) consecutive days or longer.
4. Issuance of a Special Recreation Permit does not establish nor imply recognition of any claimed historical use rights by an operator or the public. Public lands will be available to users on a first-come first-served basis, but this does not imply that the first permittee into an area is the only one authorized to use it. Unless an allocation system is implemented for an area, other commercial users and private individuals alike may use all public land areas.
5. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to three years after expiration of the permit. All such permittee records will be furnished upon request as outlined in 43 CFR 2932.55.

6. The BLM Authorized Officer reserves the right to close various sites and/or areas of the public lands to prevent resource damage and use conflicts, and to promote visitor safety.
7. Issuance of a permit by BLM does not guarantee legal access to public lands. Access to public lands by the permittee is assured only when legal access for the general public is available. Where legal public access is not available, it is the permittee's responsibility to obtain permission from the landowner(s) to travel through or use private lands.
8. The permittee shall comply with all Federal, State, County and local governmental agencies having jurisdiction, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee must contact and receive concurrence and license, where required, from all other federal, state, county and local governmental agencies having jurisdiction. The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients or customers under the permittee's supervision.
9. An SRP represents a nonexclusive privilege authorizing special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification in the amount of use. The authorized officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or in the event of noncompliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
10. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price or compensation. The use of a permit as collateral is not recognized by the BLM.
11. The permittee or permittee's representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services for any one trip and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.
12. All advertising and representations made to the public and to the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities

as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special Federal user's tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.

13. The permittee must assume responsibility for inspecting the permitted area, and any surrounding areas in which the event participants or spectators might reasonably be expected to enter, for any existing or new hazardous conditions, e.g., land slides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, abandoned mine shafts or other hazards that present risks for which the permittee assumes responsibility. Identified hazards shall be marked and, if necessary, barriers erected to prevent entry.
14. Unless specifically authorized, an SRP does not authorize the permittee to erect, construct, or place any building, structure, or other fixture on the public lands. Any use of the public lands is subject to the condition that upon leaving, the lands must be restored as nearly as possible to preexisting conditions. All temporary structures (i.e. corrals, hunting blinds, frames, hitching rails, etc.) must be requested in writing by the permittee and are subject to approval by the authorized official.
15. The permittee must present or display a copy of the special recreation permit to a participant, authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
16. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittees SRP.
17. The permittee shall notify the authorized officer of any accident which occurs while involved in activities authorized by this permit which results in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 48 hours in the case of death or injury, or 10 days in accidents involving property damage.
18. An SRP only authorizes the use, for the time and in the area, as specifically described in the Special Recreation Permit Form 2930-1. Outfitters hunting across BLM district boundaries must have authorization in advance from all affected offices. This permit does not apply to non-BLM lands (i.e. private, State, USFS etc.) unless provided for by cooperative or interagency agreements, etc.
19. Vehicles (including ATVs) will be washed and cleaned before being transported to public lands to eliminate the possibility of noxious weeds being introduced to the hunting areas. All pack and saddle stock feed must be certified weed free.

Sanitation & Aesthetics

20. Operation and maintenance of all sanitation, food service, and water supplies, systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

21. Permittee shall dispose of refuse resulting from the permitted use, including waste material, garbage, and rubbish of all kinds in the following manner, and shall guard the purity of streams and other bodies of water:
- (a) Tin cans, spent brass, bottles, metal, foil, plastics, and other unburnable materials will be packed out, not buried. Ensure that all burnable materials are completely consumed by fire. All refuse not burned is to be packed out.
 - (b) Pit type or portable toilets, with or without tent coverings, are mandatory at all camps having more than 10 people or being used for more than one night. Toilet pits will be filled with earth when excrement reaches one foot below ground level, and a new pit will be dug. All pits will be treated with lime or intermittently covered with earth when used, and will be covered with earth to the level of the original ground surface when use is terminated. **Pit toilets will not be constructed in any designated Wilderness area or Wilderness Study Area (WSA) without prior written approval by BLM in the District in which it falls.**
 - (c) No waste or byproducts shall be discharged if they contain any substances in concentrations that would result in substantial harm to fish and wildlife or to human water supplies, including streams, reservoirs, and lakes.
22. Permittee shall protect the scenic aesthetic values of the area under permit and the adjacent lands, insofar as practical, while exercising privileges granted during setup, operation, and maintenance of the permitted operation. When camps or other facilities are dismantled, the area should be left in a natural state.

Camping

23. In accordance with Nevada Revised Statute (NRS) 503.660, "It is unlawful for any person to camp within 100 yards of a water hole in *such a manner that wildlife or domestic stock will be denied access to such water hole.*" (1975, pg. 14530).
24. No permanent base camps may be established without prior authorization. A permanent campsite is a location used for a period of fourteen (14) consecutive days or longer.
25. No camping will be allowed in proximity to the California National Historic Trail except at developed or established campgrounds.
26. No camps or other facilities, either permanent or temporary, will be set up in a designated Wilderness area or WSA without prior written approval by BLM.
27. Construction of permanent fences or corrals is not permitted. Temporary improvements including frames, hitching racks and other pole structures may be constructed provided they are dismantled and removed within 30 days following the termination of yearly guiding operations. All temporary improvements must be requested in writing by the permittee and are subject to approval by the Authorized Official.
28. No live trees may be cut for use in constructing temporary facilities.

29. Cook tents, pit-type toilets, tethered pack stock, hitching racks and horse corrals must be located at least 100 yards from the nearest spring source and other surface waters (lakes, streams, reservoirs, etc.). Camps must be located so as to avoid conflict with other users and should not block access on roads or trails.
30. Food and/or equipment caches will not be allowed unless prior approval is obtained from BLM's Field Office Manager. Location of proposed caches must be described in the permit application.

Fires

31. Open fires may be prohibited during certain periods depending on fire danger. Contact the local Forest Service or BLM office for information on fire restrictions (Elko, 775-748-4000).
32. All types of open fires will be built only in areas that are presently free of vegetation. A general rule of thumb is to use a clear area at least 15 feet in diameter. No new fire rings will be made when existing rings are available in an area. Use of gas stoves or charcoal briquettes is encouraged, and packing of fuels may be necessary to supplement naturally available firewood. The use of fire pans is strongly encouraged.
33. No campfires will be left unattended; permittees are solely responsible for all fires which they, their employees, or their customers start. Permittees may be held responsible for fire suppression costs resulting from wildfires caused by the permittee, or customers and participants.
34. Wildfire should be reported immediately to the nearest BLM office. Permittee is responsible for informing employees, clients, and participants of the current fire danger and required precautions that may be placed in effect by the BLM or the State of Nevada. (To report a wildfire, contact the Elko Interagency Dispatch Center at 775-748-4000.)
35. Fires and stoves are prohibited within old cabins or historic structures.
36. An axe, shovel and water bucket must be available at each camp for fire control.
37. Cutting or gathering fuel-wood for commercial or home use is prohibited. Additionally, cutting or gathering green trees or their parts, or removing dead limbs from standing trees for any purpose is prohibited [43 CFR 4140.1]. Cutting or gathering firewood from historic structures is prohibited.

Motorized Vehicle Use

38. Motorized vehicles, motorized equipment and mechanized transport of any type are not permitted in designated Wilderness Areas.
39. In Wilderness Study Areas, motorized vehicles are not permitted to drive off-road. Vehicle use is limited to existing designated vehicle routes (roads and ways). Contact the local BLM office for official maps of open routes in Wilderness Study Areas.
40. It is the permittees responsibility to obtain authorization and current maps of

designated Wilderness areas, Wilderness Study Areas, and closed or limited use off-highway vehicle areas prior to using the area for commercial purposes.

41. No vehicle use will be allowed on any of the more intact (Oregon California Trails Association Class I) segments of the California Trail. Intact means that wheel ruts or a depression are present. Vehicles must stay on present day established roads.
42. The BLM encourages the use of "Tread Lightly" principals and "Leave No Trace" ethics. Responsible off highway vehicle use means staying on already existing routes.

Cultural and Historic

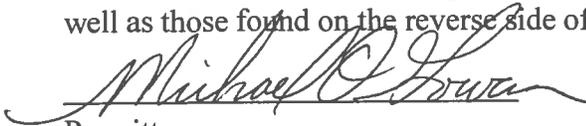
43. All cultural (historic or prehistoric sites or objects) and/or paleontological resources that are discovered during the legal execution of this permit will be reported to the authorized officer. If cultural resources are discovered that could be adversely affected by the operation of this permit, such operation will immediately cease and the closest BLM Office will be notified immediately. All such artifacts are the property of the United States and are not to be collected.
44. Permittee shall not make available to the public any information concerning the nature and location of any archaeological resource.
45. Pursuant 43 CFR 10.4 (g), the holder of this authorization must notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.
46. The permittee shall not commercialize any Native American religious ceremony occurring on public lands. Tours and Guides will not disrupt or infringe upon religious ceremonies taking place on public lands.

First-Aid Equipment

48. First-aid equipment will be part of the base camp equipment. The needs will be determined by the size of the party.
49. Guides should be trained in First-Aid and/or Cardio-Pulmonary Resuscitation procedures.

ACKNOWLEDGMENT:

I have read, understand, and agree to abide with the above listed additional stipulations as well as those found on the reverse side of the Special Recreation Permit, Form 2930-1.


Permittee

8-4-2014
Date

For hunting violations contact Operation Game Thief at 800-992-3030.

For land use violations contact the Elko Field Office at 775-753-0200 or the Elko Interagency Dispatch Center at 775-748-4000.

Enjoy your public lands and contact Zachary Pratt at 775-753-0212 for any further assistance.