

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
VENDING- RECREATIONAL VEHICLES
SPECIAL RECREATION PERMIT STIPULATIONS
BURNING MAN

Special Recreation Permit Details

Name of Company:

Special Recreation Permit Number:

SRP Valid Dates:

Activities Authorized by this SRP:

Post Use Report Due:

Fee Formula: The greater of \$105 or 3 % of gross revenue.

BLM Terms and Stipulations

These stipulations are in addition to the 13 General Terms listed on page 2 of Form 2930-2. Please initial each item after you have read and understand the stipulation.

General _____

1. Permits issued for more than one year are subject to annual validation. To secure validation the permit holder must:
 - a) Have performed satisfactorily under the terms and condition of this permit and be in conformance with applicable federal, state and local laws, ordinances, regulations, orders, postings, and written requirements applicable to the area and operation covered by the permit,
 - b) Ensure that all persons operating under the permit have obtained all required federal, state and local licenses or registrations,
 - c) Have on file, with the office issuing the permit, current insurance identifying the U.S. Department of the Interior, Bureau of Land Management as additionally insured.
 - d) Have no outstanding, past due or unpaid billing notices or violations.

2. Permittees may not leave unattended personal property on public lands administered by the BLM for a period of more than 48 hours without written permission of the authorized officer.

3. 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.
4. The BLM reserves the right to alter the terms, conditions, or stipulations of a permit at any time for reasons such as significant policy changes, administrative procedure changes, stipulation changes, impacts to resource values, user conflicts, etc.
5. An SRP represents a nonexclusive privilege authorizing special uses of the public lands and related waters and, should circumstances warrant, the permit or stipulations may be modified by the BLM at any time, including 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.
6. An SRP only authorizes the use for the time and in the area as specifically described therein.
7. The permitted activities shall not interfere with other valid uses of the Federal land. The United States reserves the right to use any part of the area for any purpose.

Financial _____

1. The permittee will pay at least the minimum annual fee (\$105.00 as of March, 2014) or 3% of gross revenue, whichever is greater. The BLM takes the following actions when calculating fees: (1) Determines gross receipts by totaling all payments received, regardless of source, by the permittee and its employees or agents for goods or services provided in connection with SRP-authorized commercial activities on public lands and related waters (including booking fees, non-refunded deposits, and cancellation fees).
2. The permittee must submit a post use report 30 days after the last use of the permit in a calendar year, and payment of 3% of gross receipts from vendor sales, **or** as agreed upon with the field office administering the permit. Alternative reporting arrangements may be established by written agreement with the authorized officer. An extension of this due date may be approved by the issuing office on a case-by-case basis. If reports and fees are not received by the established deadline, the permit will be put into a probationary status, suspended and /or late fees assessed.
3. The BLM may examine any of the records or other documents related to the permit, the permittee, the permittee's operations, employees, or agents for up to three (3) years after the expiration of the permit.

4. All advertising and representations made to the public and to the authorized officer must be accurate and should state that the activity is being held on public lands managed by BLM. 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 or BLM fee.*** The permittee must furnish the authorized officer with any current brochure and price list.

Insurance _____

1. A specified level of insurance must be obtained by a permittee, and a copy of the insurance policy or certificate of insurance must be on file 10 days prior to the authorized use. (Chapter 1.III.N) The policy shall list the U.S. Department of the Interior, Bureau of Land Management as an additional insured. *General Guidelines for Minimum Insurance Requirements*

| SRP Event or Activity | Per Occurrence | Per Annual Aggregate |
|--|----------------|----------------------------|
| Low Risk: general non-competitive and non-commercial activities such as group camping, group activities, mounted orienteering, backpacking, or dog trials. | \$300,000 | \$600,000 |
| Moderate Risk: whitewater boating, horse endurance rides, OHV events, mountain bike races, rock climbing (with ropes), ultra-light outings, rodeos | \$500,000 | \$1,000,000 |
| High Risk: bungee jumping, speed record events, unaided rock climbing | \$1,000,000 | \$2,000,000 - \$10,000,000 |

1. The policy shall state that the insurance company shall have no right of subrogation against the United States of America.
2. Such insurance must name the United States Department of the Interior – Bureau of Land Management as an additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States.
3. The permit is not valid unless the permittee maintains a current authenticated certificate of the required insurance on file with the office issuing the permit. The insurance need only be valid during periods of actual use (which may include a set-up and break-down period).

4. The permittee shall indemnify and hold harmless the United States against any responsibility or liability for damage, death, injury, or loss to persons and property which may occur during the permitted use period or as a result of such use.
5. The name of the insured on the insurance policy must be the same as the name on the permit. Those permittees holding insurance policies which only insure the permittee and not the permittee's employees must ensure that their employees also have the required insurance in effect, and that a certificate of insurance is furnished to the authorized officer.

Operations

- The permittee must provide BLM **10 days in advance** of the Burning Man Event, a list AND prices for goods or services offered under the SRP. This information must be updated and kept current and can be emailed to rsears@blm.gov.
- The permittee will provide the BLM with locations for each RV located within the Black Rock City during the Burning Man Event. This information can be emailed to rsears@blm.gov or dropped off at a BLM site on Playa. (Will give exact location once placement has been made by BRC)
- The permittee must present or display a copy of the special recreation permit, and all those operating under such permit, to BLM representatives, law enforcement personnel and participants upon request.
- Only those services identified in the operating plan are authorized.
- The permittee is responsible for the delivery and removal of the RV. The permittee will ensure that users of RV's are informed of proper fuel storage, spill containment and remediation guidelines and other possible environmental impacts to the playa. A spill containment kit must be supplied and emergency numbers provided to their clients.
- The permittee must display a Black Rock City (BRC), Outside Services (OSS) sticker, labeled and numbered and representative of the respective RV vendor.
- The permittee shall verify (by reviewing their ticket) that every client of an RV rental, provided by their business for the purpose of attending the Burning Man Event, have a valid ticket to the 2016 Event.
- The permittee is responsible to adhering to the Notice of Temporary Closure and Temporary Restrictions of Specific Uses on Public Lands for the Burning Man Event, Pershing County, NV. <https://www.federalregister.gov>

Environmental and Resource Protection

All activities must conform to *Leave No Trace principles*.

- The permittee shall ensure that all RV's provided for use shall be in good working order, free of either gray or black water leaks onto the playa surface, have all caps and proper hoses provided.
- The permittee must immediately report to BLM or BRC any faulty property that is causing environmental degradation to public land resources, including but not limited to, black water, grey water, oil, fuel, and other hazardous materials leaking or spilling onto the playa surface.
- The permittee will be responsible for the prompt repair of any activity-related damages to utilities and related improvements to a condition which is at least as good as the condition just prior to the event. The permittee will be responsible for the repair and/or restoration of any improvements placed on public lands by BLM or its authorized users that may be damaged as a result of the event.
- The permittee will ensure that users of their RVs are aware that discharge of gray or black water from the RV onto the playa surface is prohibited.
- The permittee will further coordinate with, or provide the user information on the sanitation company that will service the RV with water and gray/black water dumping services.
- With the exception of the flat and un-vegetated playa surface, all ***vehicle use is limited to existing or designated vehicle routes*** (routes and ways).
- This permit ***does not give permission*** to cross over or use any private lands during transportation to or departure from the event. The permittee will be fully responsible for all trespass on and/or damages to private land caused by vendor activities or participants.
- The permittee is responsible for clean-up and assumes liability for any and all releases of hazardous substances on public land as defined in the National Oil and Hazardous Substances Contingency Plan (40 CFR 300). Permittee will immediately notify the BLM Authorized Officer of any and all releases of hazardous substances and or oil on public lands.
- The permittee shall do everything possible to insure that event participants and spectators do not harass or collect wildlife, plants, livestock or archaeological features and artifacts.
- The permittee, staff or participants may be held accountable for suppression of a wild-land fire determined to be directly caused by those associated with the transportation service.

- Non-compliance with any above permit stipulations will be grounds for denial of future permits.

An escaped fire or an observed wild-land fire ignition must be reported immediately by calling 911 or notifying emergency response personnel. Central Nevada Interagency Dispatch Center (Winnemucca): (775) 623-3444

In addition:

- Spark arresters and mufflers are required on all vehicles normally equipped with them.
- Use of non-BLM permitted incendiaries (including fireworks) is prohibited due to high wild land fire potential.

I have read the special recreation stipulations. I certify that all event-related operations will be conducted in accordance with the above listed stipulations as well as the 13 general terms listed on the back of the permit from 2930-2. I understand that a violation of any terms, or stipulations may result in cancellation of the Special Recreation Permit authorization and possible administrative and or criminal penalties.

Permittee Name

Permittee Signature

Authorized Representative

Date