

BURNING MAN 2013
SPECIAL RECREATION PERMIT STIPULATIONS



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PERMIT ADMINISTRATION

In addition to the 13 general terms and conditions listed on the back of the Special Recreation Permit Form 2930-2, the following Special Stipulations shall apply to the 2013 Burning Man Event.

GENERAL

1. The maximum authorized population (also referred to as the “population cap”) at any point in time during the event is 68,000 participants (as per the definition of “participant” in the Environmental Assessment). Black Rock City, LLC (BRC) is required to keep the maximum population of the event from exceeding this population cap. Consequences to BRC for exceeding the population cap may include, but are not limited to, a finding of non-compliance; suspension or cancellation of this permit per 43 C.F.R. § 2932.56; a monetary or other penalty per 43 C.F.R. § 2932.57; denial of subsequent application(s) for a SRP per 43 C.F.R. § 2932.26; and/or imposition of additional terms and conditions in subsequent years’ permits (if granted) that are designed to keep the event population within the maximum authorized population, consistent with 43 C.F.R. §§ 2932.26 and 2932.41. Such terms and conditions may include, but are not limited to, reducing any following year’s maximum authorized population in an amount equal or otherwise proportionate to the prior year’s population exceedance. The Bureau of Land Management (BLM) also reserves the right to assess additional cost recovery for any costs the BLM incurs as a result of any population exceedances, per 43 C.F.R. § 2932.31.
2. If during the event it appears that the number of participants is likely to exceed the maximum authorized population level of 68,000 participants, then BRC must promptly notify the BLM of the projected event population and provide a detailed contingency plan explaining how it plans to accommodate the additional participants. The BLM’s acceptance of such a contingency plan does not constitute approval for BRC to exceed the population cap under Special Stipulation 1, nor does it constitute any form of cure for noncompliance with Special Stipulation 1. The purpose of this Special Stipulation 2 is to ensure that BRC will follow specific procedures to address the safety of additional participants, should noncompliance with Special Stipulation 1 occur.
3. During the period of site occupancy (August 5, 2013 through September 16, 2013), BRC shall provide the BLM with the number of participants within the event site each day, according to an agreed-upon reporting standard with the BLM. For historical purposes and press inquiries, BRC shall also provide the BLM with the recorded maximum population for the entire event. The BLM may request population data at any time during the event. Within 60 days after the event, BRC shall also provide the BLM with detailed information regarding the number of staff and participants on the event site for the period of site occupancy (August 5, 2013 through September 16, 2013). This information shall include daily counts for the non-event period.
4. These Special Stipulations incorporate, by reference, information included in the 2013 Burning Man Operating Plan (Operating Plan). If there is a conflict between the Operating Plan and the Special Stipulations, the Stipulations shall control. BRC shall provide its latest version of the Operating Plan to the BLM before it will issue the permit for the 2013 event.

5. The location of the 2013 Burning Man Event Area is limited to the public closure area, with ingress and egress from the 8-Mile or Event playa entrance. The specific location of the event site will be identified and requested by BRC and approved by the BLM prior to the commencement of event setup.
6. The event is authorized to last 192 hours (8 days) starting no earlier than 12 PM on the Sunday that falls eight days before Labor Day and ending no later than 11:59 PM on Labor Day. Therefore, the event may officially commence at 6:00 PM on Sunday, August 25, 2013 (the Sunday before Labor Day) and shall end at 6:00 PM on Monday, September 2, 2013 (Labor Day). Pre-event surveys and site layout (including use of the communications tower) may begin on Monday, July 29, 2013. Site occupancy, including construction of facilities and structures, may occur no earlier than Monday, August 5, 2013 (21 days prior to the event). Removal of all above-ground material (i.e., items that could pose a hazard to other playa users) will be completed no later than Monday, September 16, 2013 (14 days after the event). The exception to this requirement is the communications tower, which may remain on-playa throughout the cleanup period for safety purposes. The final phase of cleanup and restoration will be completed no later than Wednesday, October 2, 2013 (30 days after the event). If unforeseen weather conditions arise, minor adjustments to the post-event cleanup deadlines may be granted by the BLM authorized officer.
7. Upon advance notice to BRC, the BLM reserves the right to alter the terms, conditions, and stipulations of the permit for significant changes in BLM policy or administrative procedure, to prevent use conflicts, prevent resource damage, or protect public safety as provided in 43 C.F.R. § 2932.56.
8. BRC shall post a copy of its permit, these Special Stipulations, and the Federal Register Closure and Restriction Orders in prominent view at Center Camp Playa Info where cooperators and participants have an opportunity to read them. Additionally the documents referenced above shall also be available for participants and staff on the Burning Man website within 15 days of the BLM's issuance of the permit.
9. Except as otherwise noted in Special Stipulation 1, violation of the permit terms, conditions and stipulations may be subject to penalties prescribed in 43 C.F.R. Part 2930. Additionally, such violations may result in permit revocation, suspension, or probation. Violations may also be cause for the BLM to deny approval of a subsequent Permit or Operating Authorization (43 C.F.R. § 2932).
10. BRC shall make a member of its Board, or an authorized representative, available to the BLM 24 hours a day, seven days a week during the event. BRC's Board member or authorized representative must be authorized to represent and act on BRC's behalf to coordinate as needed with the BLM, law enforcement, and other event cooperators on issues requiring action.
11. BRC personnel shall meet with BLM staff and representatives from the various cooperators daily at 3:15 p.m. during the event period and at such other times and places as needed. At these meetings BRC shall provide daily attendance figures (as required in Special Stipulation 1) and exchange other information necessary to allow all parties to effectively administer and assess daily the event.

12. Commercial use is prohibited within the Black Rock City closure area unless specifically authorized by BRC and the BLM. Commercial use is defined by 43 C.F.R. § 2932.5, and includes, but is not limited to, commercial film production, food services, waste disposal, recreational/trailer rental and/or air carrier services. BRC and BLM will monitor all commercial operators entering the event via the Point 1 Gate and the Airport through the Outside Services (OSS) and Airport (AIR) programs.
 - A. Prior to the event:
 - i. BRC shall notify all potential OSS and AIR operators in writing that they must obtain a BLM Special Recreation Permit (SRP) in order to enter into contract with BRC.
 - ii. BRC shall also provide the BLM with a list of all potential OSS and AIR operators that BRC recommends be granted a BLM SRP to operate at the event.
 - iii. The BLM will immediately notify BRC if any recommended OSS and AIR operators do not meet the BLM's SRP requirements at 43 C.F.R. § 2932 and cannot be authorized to operate on public lands during the event.
 - iv. BRC will immediately notify the BLM if BRC terminates any authorized OSS or AIR operator's contract/agreement.
 - v. BRC will describe the procedure for BRC and BLM coordination of authorizing OSS and AIR operators in the 2013 BRC Operating Plan.
 - B. During the event:
 - i. BRC shall require all authorized OSS and AIR operators to display identification as proof of their authorization to operate at the event by BRC and the BLM.
 - ii. Any OSS and AIR operators must show proof of their SRP within a reasonable amount of time when asked by authorized BLM and BRC personnel, as required by the Closure Order(s).
 - iii. BRC will inform the BLM's Event Project Manager of unauthorized OSS and AIR operators discovered at the event.
 - iv. Any OSS and AIR operators found operating unpermitted by BRC and/or the BLM at the event will be found to be noncompliance and will face eviction and/or citations for noncompliance with 43 C.F.R. § 2932.
13. BRC shall cooperate with the BLM when requested to assist in removing individuals from the event as provided in 43 C.F.R. § 2932.57(a)(7). If BRC evicts anyone under BRC's internal procedures, BRC will notify the BLM of the eviction and identify the evicted individual(s). BRC shall work with the BLM to develop a joint protocol for evictions, which will be documented in the 2013 BRC Operating Plan.

14. BRC shall comply with all applicable supplemental regulations as promulgated in the Closure Order(s) published in the Federal Register prior to the 2013 event.
15. In regard to historical and archeological resources:
 - A. All participants and support staff will be informed that collection, excavation or vandalism of historical and archaeological artifacts or sites is illegal on public land. If BRC learns of the discovery of archaeological artifacts (objects greater than 50 years old) or human remains, BRC shall notify BLM immediately.
 - B. BRC shall comply with 43 C.F.R. § 7.18 and shall not make available to the public any information concerning the nature and location of any archaeological resource.
 - C. Should BRC discover an archaeological resource it must stop all activities in the discovery vicinity and protect the site until event completion or until notified otherwise by the BLM authorized officer.
16. BRC shall provide the appropriate identification to its authorized personnel (i.e. staff ID, decals, designated camping areas, etc.) and will inform the BLM of the nature and appearance of such identification prior to the event.
17. BRC shall ensure there are an adequate number and suitable placement of toilets as needed throughout Black Rock City according to BRC's Operation Plan. Due to the increase in population anticipated in the Environmental Analysis for this event, sufficient portable toilets must be supplied at areas likely to be used after dark. BRC shall ensure the toilets in the open playa are adequately and prominently lit and visible during nighttime activities. BRC shall continue to educate the event participants regarding the importance of appropriate disposal of human waste.
18. Prior to release of information regarding the 2013 Burning Man event, BRC shall include a page on the Burning Man website that specifies the appropriate disposal of human waste for participants using personal portable toilets and provides information regarding the risks to human health of improperly disposed of human wastes. BRC shall inform the event participants on the legal ramifications to the individual and to the applicant of inappropriately disposed human waste including the possible revocation of permits, see NAC 444.5466 Disposal of sewage; plumbing (for Camping) and NAC 444.5492 (regarding provision of toilet facilities for mass gatherings).
19. No more than 1,000 vehicles per hour shall be released from Black Rock City during the exodus period to avoid deterioration of the external roadway system to an unacceptable level of service (LOS E or F) (Note: Transportation engineers and planners commonly use the term level of serve (LOS) to measure and describe the operational status of a roadway network. The Nevada Department of Transportation (NDOT) strives to maintain LOS D or better on all of its roadways. LOS levels E and F are considered unacceptable by NDOT).
20. Flaggers shall be used at the intersection of SR-447 and SR-427 to provide for greater public safety within the Pyramid Lake Paiute Reservation.

COORDINATION

21. Meetings required with affected parties:
 - A. BRC shall confer with the following entities prior to the event to address local issues and concerns: Washoe County Sheriff's Office, NDOT, Federal Aviation Administration, Washoe County Public Works, Humboldt County Roads Department and the Gerlach Volunteer Fire Department.
 - B. A representative from BRC will meet with representatives from the BLM prior to the event to coordinate logistics for operation of the communication compound.
 - C. BRC shall meet with the Pyramid Lake Paiute Tribe to address concerns and impacts to Tribal reservation resources anticipated from the Burning Man event.
22. BRC shall complete formal agreements with all affected parties, including Pershing County Sheriff's Department, Washoe County Sheriff's Department, Nevada Department of Public Safety-Nevada Highway Patrol, and Nevada Department of Health and Human Safety, for the purpose of addressing concerns and impacts associated with social services (e.g., law enforcement and emergency medical services and physical infrastructure, transportation systems, and human waste disposal). Written evidence of these agreements showing compliance with this stipulation must be provided to the BLM by BRC 15 days prior to the start of the event.
23. As described in the 2013 Operating Plan, BRC shall develop procedures and plans for toilets, sanitation, emergency medical facilities and services, fire protection, security, participant camping, traffic, access and parking control, illumination, water supply, food supply, communication services and safety for the event.
24. BRC will develop and implement a plan to address and prevent the exposure of minors to adult activities at the event. The plan should include measures such as educating and requiring parents/guardians to supervise their children, zoning the city, and making every effort to educate adult related theme camps about the need for having a gatekeeper during hours when the camp might not be suitable for minors. BRC will make a diligent effort to enforce actions identified in the plan. A copy of the plan shall be provided to the BLM and the Pershing County Sheriffs' Department within 10 days of the issuance of the permit.
25. BRC LLC shall allow any tow truck, licensed to operate in the State of Nevada, access to the event through the 12-mile access vendor's gate for the purpose of removing vehicles in need of repair, and/or to carry out minor repairs to allow inoperable vehicles to be driven away from the event. Such minor repairs include replacing hoses and drive belts, or the repair or replacement of tires. Within 10 days of the issuance of the permit, BRC LLC shall contact local tow companies known to respond to this event, including those in Gerlach and Fernley, Nevada, and advise them of the process to enter the event without delay in order to respond to calls for service.
26. BRC shall develop and cooperate in the implementation of contingency plans for operations of critical health and safety services under adverse conditions, including those that could cause cancellation or temporary suspension of the event. Such causes may

include adverse weather, natural or human caused disaster, or social unrest. This effort shall apply to participants within the event area and en route to and leaving the event.

- A. Prior to the event, BRC shall disseminate emergency information to participants via the Burning Man Website, the Burning Man Survival Guide, and any other appropriate media.
 - B. During the event:
 - i. Should event cancellation be necessary, critical health and safety systems must be as operational as reasonably possible during the duration of any temporary suspension or until participants are able to leave the event site and the Gerlach/Empire area.
 - ii. BRC and the BLM will monitor forecast weather conditions. If weather forecasts suggest a high probability of adverse weather conditions that may result in disruptions to the event, both parties in conjunction with other appropriate agencies and cooperators will develop appropriate strategies and actions to deal with potential impacts on participants. In the event of natural disaster or civil unrest appropriate strategies and actions will be initiated immediately after any disaster or unrest occurs.
 - iii. BRC shall cooperate with the BLM and county law enforcement to warn participants headed into the event of event closure or other restrictions.
 - iv. BRC shall provide participants with current and projected conditions, allowed and prohibited actions deemed necessary for public health and safety as well as protection of the environment, and other appropriate public service announcements via BMIR, flyers, or loud speaker broadcasts as needed.
 - v. If event termination is required, an appropriate time frame will be established by the BLM Incident Command in consultation with BRC and other cooperators to facilitate safe removal of people and property.
27. In cooperation with emergency services providers and law enforcement agencies, BRC shall, within a reasonable time after learning of them, notify the BLM and appropriate agencies of all accidents related to the event that occur before, during, and after the event, that result in death or personal injury requiring hospitalization. Accident reports involving death or injury will be coordinated with the Pershing County Sheriff's Office and the BLM.
28. BRC's medical contractor shall report daily to the BLM and Pershing County (during the daily 3:15 agency meetings), providing a numerical breakdown of patient categories and transports, including a breakdown of reasons for transport; and no later than 60 days after the event shall provide to the BLM a written final statistical report of such medical cases.
29. Within 12 hours upon learning of any incident that occurs before, during or after the event that could possibly result in a liability claim, BRC shall confer with the BLM and as deemed necessary by either party, will submit a written incident report to the BLM.

30. BRC shall provide a minimum of two structural/brush-type fire engines, National Wildfire Coordinating Group (NWCG) type 3-6. Engines and staff must meet NWCG or NWSA (National Wildfire Suppression Association) standards for personnel and equipment. These fire engines will be strategically placed within BRC as determined necessary by the BRC fire contractor.
31. BRC shall provide a minimum of two post-event roadside crews to clean up litter and debris along the roads and highways surrounding the event with a focus on County Road 34 from the "8-Mile" entrance to State Road (SR) 447, SR 447 from the intersection with County Road 34 to Wadsworth, from Gerlach to the California state line, and SR 446 from Nixon to SR 445 near Sutcliffe. Weather, traffic and other safety concerns permitting, BRC will begin this cleanup effort on Wednesday post-event, and complete the effort by September 30, 2013. BRC representatives will also meet and confer with local entities that have reported concerns about event participants leaving trash, and BRC will work to mitigate these issues in order to prevent a reoccurrence of complaints, and to promote Leave No Trace ethics outside of the event.
32. BRC shall coordinate with NDOT and the Freeway Service Patrol to ensure that debris removal is conducted according to NDOT standards and protocols. Off-site clean-up will occur after the event to gather trash discarded during the entire event period. BRC shall make a best-faith effort to collect all trash that can be safely collected and will notify and coordinate with the appropriate agencies for any remaining items in accordance with all NDOT encroachments permits. Clean-up staff must wear appropriate safety vests and hats and drive vehicles with flashing lights to ensure safety during trash collection.
33. In addition to patrolling SR-446 and SR-447 for event-related trash, BRC shall coordinate with NDOT to compile a list of any other roadways or rest areas that need to be cleared of event-related trash. Additionally, BRC shall coordinate with Washoe County to patrol County Road 34 and Jackson Lane from the event site to the "Black Rock City Work Ranch" in the Hualapai Valley, approximately 10 miles north of the event site.
34. BRC's Traffic Management Plan shall be expanded to include more detail on ingress and egress. This plan will be approved by the BLM authorized officer.
35. Prior to the event, BRC shall coordinate with NDOT regarding the type of traffic control devices and shall use such devices in accordance with NDOT requirements.
36. BRC shall cooperate with Washoe County Sheriff's Office and NDOT to request a temporary speed limit reduction through the town of Empire. The BLM recommends that a maximum speed limit of 25 mph. A reduced speed limit would improve the safety of parking along SR-447 through Empire and pedestrians crossing the roadway.
37. A copy of all necessary permits for encroachment within NDOT, and county right-of-ways for temporary traffic control measures (i.e. speed limit trailers, etc.) shall be provided to the BLM and to appropriate agencies/jurisdictions by BRC 30 days prior to the start of the event.
38. BRC shall provide traffic control, using traffic control devices as determined by NDOT, at County Road 34 entrances/exits to the Burning Man event, the "Y" intersection of SR-

447/County Road 34 and in the towns of Gerlach and Empire during heavy traffic periods.

39. To reduce impacts to the Pyramid Lake Paiute reservation located along the access routes, BRC shall coordinate with the Pyramid Lake Paiute Tribe. BRC shall work with the Pyramid Lake Tribe in developing the applicant's plan to increase public awareness and educational campaigns about Leave No Trace® on tribal land, including for example, signage on roads, Public Service Announcements on BMIR, blog-posts, etc. Also, BRC shall continue to support and promote tribal enterprises that are setup to collect participant trash and recycling for a fee, which also helps with economic benefits of the Region.
40. BRC agrees to enter into a formal agreement with the Pyramid Lake Paiute Tribe. BRC shall submit a draft agreement to the BLM before it signs any such agreement.

FEE SCHEDULE

41. The BLM shall collect a commercial use fee from BRC for the use of public lands for the event. The fee, as set by regulation 43 C.F.R. § 2930, will be equal to 3% of the adjusted gross income derived from the use authorized under the SRP. Payment equal to at least 25% of the estimated commercial use fees (3% of estimated gross receipts) must be received by the BLM prior to the start of the event. Determination of gross income will be based on all payments received by BRC and its employees or agents for goods or services provided in connection with commercial activities authorized by the SRP. This includes, but is not limited to, ticket sales, coffee and ice sales, fees associated with outside services, and private donations received by BRC for management of the event on public lands. The following schedule for payments will be used:

Payment	Due Date	Amount Due
#1	10 days after permit is issued by the BLM	25% of estimated commercial use fees
#2	January 31 st , 2014	The remaining balance of commercial use fees

42. Black Rock City LLC is responsible for the cost recovery payment, consisting of the actual costs of administering the Special Recreation Permit, including all direct and indirect costs, in addition to the commercial use fees. BRC must sign a Cost Recovery Agreement within 10 days of the issuance of the permit. 100% of the cost recovery fee estimate shall be received prior to the start of the event as provided in the Cost Recovery Agreement.

COMPLIANCE INSPECTIONS

43. BRC's operation and compliance with the terms, conditions and stipulations of the Special Recreation Permit, Form 2930-2 will be evaluated through performance inspections before, during, and following the event.

44. The BLM and BRC shall jointly monitor environmental protection measures identified in these Special Stipulations, the temporary closure order, and BRC's operating plan. BRC personnel shall participate in a combined Environmental Compliance Team, which will be responsible for monitoring environmental protection measures within the closure area during the entire event. The Environmental Compliance Team is a collaboration between the BLM, BRC's Earth Guardians, BR Rangers, ESD/Fire Safety, and Playa Restoration. Each of these BRC departments will work through a central point person with BLM to document and mitigate all violations of environmental protection measures within 36 hours of the violation being brought to BRC's attention. The 2013 BRC Operating Plan shall describe the monitoring, communication, and mitigation protocols for the Environmental Compliance Team, that will include, but are not limited to:
 - A. Trash fence integrity;
 - B. Appropriate campfire containment measures and prohibitions;
 - C. Protection of archaeological resources;
 - D. Camping within designated areas only;
 - E. Grey and black water dumping prohibitions;
 - F. Proper trash removal and cleanup;
 - G. Mitigation of vehicle oil dripping;
 - H. Promotion of Leave No Trace ethics;
 - I. Motorized vehicle, motorcycle and ATV limitations and prohibitions as they relate to environmental compliance and possible impacts; and
 - J. Appropriate disposal of human waste.
45. BRC shall make personnel available immediately after the end of the post-event cleanup period and, if deemed appropriate by the BLM, during the spring following the event, to inspect the site with the BLM to determine any latent adverse impacts, such as pit depressions, bumps, depressions from roadways, ruts from vehicular traffic, or surfacing buried materials, to ensure that the site is returned to pre-event condition.
46. Inspections of the event site in the fall after the event, will be coordinated by the BLM using randomly placed transects on the site and a measurable cleaning standard. The inspecting party will intensively collect debris found on the ground within each transect. A follow-up spring inspection will be conducted only when deemed necessary by the BLM. The Post-Event Cleanup Standard shall be the average total surface area of debris collected from either the fall or spring transects will not exceed the equivalent of 1 square foot per acre from any inspection area.
47. The BLM may consider a time extension for the completion of the cleanup if weather or some other catastrophic event interferes with access to the site for cleanup purposes. BRC shall make a written request to the BLM authorized officer immediately upon such an occurrence.

48. If cleanup studies indicate the Post-Event Cleanup Standard has been or is likely to be exceeded, the permit will be suspended until the site has been cleaned up to a level not to exceed 50% of the standard and the operations plan includes reasonable measures to assure that the Post-Event Cleanup Standard will not be exceeded during the life of the permit.

PERMITTEE ACCEPTANCE

I have read these Special Stipulations and certify that all event related operations shall be conducted in accordance with the above listed Special Stipulations as well as the 13 terms and conditions listed on the back of the permit form 2930-2 and applicable items in the Closure Orders published in the Federal Register. I understand that a violation of any term, condition, or stipulation may result in the cancellation of the Special Recreation Permit authorization. I acknowledge that this authorization may be amended only in writing by the authorized BLM officer.

Permittee Signature: _____

BRC Authorized Officer

Date