

Use Code: 153
Authorization ID: KRL116
Contact ID: [REDACTED]

Issue Date:
Expiration Date: 04/30/2015
TIN number:

SPECIAL USE PERMIT FOR
[REDACTED]

**Authority: Federal Lands Recreation Enhancement Act, Title VIII, Div. J of Pub. L 108-447; and
Wilderness Act, as amended September 3, 1964.**

[REDACTED] (hereinafter the holder), is hereby authorized to use and occupy National Forest System lands, subject to the terms and conditions of this permit, to provide outfitting and guiding services within the Krassel Ranger District of the Payette National Forest, as shown on the map of the authorized area, attached as Appendix A. The described area on the map shall be referred to as the "permit area."

This permit is a priority use permit issued for the purpose of authorizing the following [REDACTED] activities:

[REDACTED]

and assigning use as follows:

- 510 priority use service days
- One assigned site
- 5 Horse Months (HMs) of pack & saddle stock grazing

This use will be exercised as described in the Operating Plan attached as Appendix B.

The following appendices are attached to and made a part of this permit:

- APPENDIX A - Map of Authorized Area
- APPENDIX B - Operating Plan
- APPENDIX C - Annual Trip Itinerary
- APPENDIX D - Annual Fee Determination Sheet
- APPENDIX E - Annual Actual Use Report
- APPENDIX F - Annual Outfitter and Guide Performance Evaluation Form

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

- A. AUTHORITY.** This permit is issued pursuant to Federal Lands Recreation Enhancement Act, Title VIII, Div. J of Pub. L, 108-447; and Wilderness Act, as amended, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.
- B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.
- C. TERM.** This permit shall expire at midnight on 04/30/2015, ten years from the date of issuance. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

- D. RENEWAL.** This permit may be renewed upon expiration, provided the use is consistent with the applicable forest land and resource management plan, applicable laws and regulations, and the terms of this permit, and the holder has performed satisfactorily under this permit, as demonstrated by acceptable annual performance reviews. If the holder wants this permit to be renewed, the holder must notify the authorized officer in writing at least six months before this permit expires. The decision whether to issue a new permit to the holder is at the sole discretion of the Forest Service. The authorized officer may prescribe new terms and conditions when a new permit is issued.
- E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, the applicable forest land and resource management plan, or other management decisions.
- F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.
- G. NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.
- H. CHANGE IN CONTROL**
- 1. Notification.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change in control means the sale or transfer of a controlling interest in the corporation. If the holder is a partnership or a limited liability company, change in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change in control means the sale or transfer of the business to another party.
 - 2. Termination.** This permit is not transferable. Any change in control of the business entity as defined in clause I.H.1 shall cause this permit to terminate upon issuance of a new permit to another party for the use and occupancy authorized by this permit. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under federal regulations.
- I. LIMITATIONS.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

II. OPERATIONS

- A. OPERATING PLAN.** The Operating Plan, which shall be attached to this permit as Appendix B, shall be mutually prepared and accepted by the holder and authorized officer before the holder conducts any services authorized by this permit. The holder shall annually review, and revise as needed, the Operating Plan, in consultation with the authorized officer. At a minimum, the Operating Plan shall include (1) the season of use for authorized outfitting and guiding activities, including the start and stop date of operations; (2) limitations on use established by the Forest Service (including fire restrictions); (3) the fee calculation option to be used; and (4) any of the following that are applicable: (a) a process for submitting trip itineraries (appendix C); (b) guidelines and limits for incidental grazing; (c) location and layout of assigned sites to be used for base, spike, and drop camps or other purposes; and (d) authorized temporary improvements on National Forest System lands, including a schedule for their construction and removal.
- B. ITINERARY.** The holder shall submit an itinerary for each type of trip.
- C. PERFORMANCE REVIEW AND EVALUATION.** The holder's compliance with the terms and conditions of this permit and the five-year or annual operating plan is subject to annual performance review and evaluation by the authorized officer. The holder's performance will be documented on the Outfitter and Guide Performance Evaluation Form, Appendix F.
- D. TEMPORARY IMPROVEMENTS.** No permanent improvements may be constructed under this permit. Temporary improvements with negligible value, such as hitching posts, corrals, tent frames, and shelters, may be approved by the authorized officer in the five-year or annual operating plan. Plans and revisions to plans for design, development, and layout of temporary improvements must have prior written approval by the authorized officer.
- E. PROHIBITION ON ASSIGNMENT OF USE.** The holder may not assign all or part of the authorized use to others.
- F. PERFORMANCE OF SUPPORT SERVICES.** As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.
- G. MAINTENANCE.** The holder shall maintain authorized temporary improvements and the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.
- H. SIGNS.** Signs posted on National Forest System lands must have prior written approval of the authorized officer.
- I. NONDISCRIMINATION**
1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.
 2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
 3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.
- J. EQUAL ACCESS TO FEDERAL PROGRAMS.** In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.
- K. SANITATION.** The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.
- L. REFUSE DISPOSAL.** The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.
- M. REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the Payette National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Planting of trees, shrubs, and other plants in the permit area must have prior written approval from the authorized officer.
- N. FAILURE TO EXERCISE AUTHORIZED PRIVILEGES.** Reduce the authorized use if the holder has utilized less than 70 percent of the assigned amount in each of three consecutive years, unless the non-use was approved in accordance with FSH 2709.11, section 41.53h, paragraph 4, or unless the non-use was due to the permit being placed in non-use status pursuant to FSH 2709.11 section 32.23, paragraph 1. Failure to provide the services authorized by this permit may also result in revocation of the permit.
- O. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL.** The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Payette National Forest. The holder shall follow prevention and control measures required by the Payette National Forest. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. Such plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.
- P. WEED-FREE HAY.** The holder shall use only hay, grain, straw, pelletized feed, or mulch certified as noxious weed-free or noxious weed seed-free by a State Department of Agriculture or other authorized county official. The holder shall provide documentation of such certification to the authorized officer.

III. RIGHTS AND LIABILITIES

- A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.
- B. THIRD-PARTY RIGHTS.** This permit is subject to all outstanding valid rights of third parties. Outstanding valid rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

- C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.
- D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.
- E. RISKS.** The holder assumes all risk of loss associated with use and occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.
- F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.
1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
 2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.
 3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.
- G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to Krassel Ranger District, PO Box 1026, McCall, ID 83638. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. **Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$300,000.00 (three hundred thousand dollars) as a combined single limit per occurrence.
2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

J. PERFORMANCE BOND. The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable law, regulation, or order. The following terms shall apply if a bond is required.

1. **Amount and Form of Bonding.** As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of \$0. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.
2. **Sufficiency of Bonding.** The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.

3. **Remedies.** The bond shall provide that the surety shall pay the United States for any loss covered by the bond. Payment made by the surety to the United States for any loss covered by the bond shall be without prejudice to any other rights and remedies of the United States.

IV. PERMIT FEES AND ACCOUNTING RECORDS

- A. **PERMIT FEE.** The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit. The annual permit fee shall include a commercial use fee and, if applicable, an assigned site fee and grazing fee, as enumerated in clauses IV.B, C, and D. The minimum annual permit fee for the authorized use and occupancy shall be established by Forest Service policy and direction. Estimates of service days, the number of assigned sites, and grazing use shall be determined from the five-year or annual operating plan. Estimated fees shall be calculated on an Estimated Fee Determination Sheet. The holder shall pay the annual permit fee in advance of the authorized use and occupancy, as provided in clause IV.E. Payments due before commercial operations commence are not refundable.
1. **COMMERCIAL USE FEE.** The annual permit fee shall be determined in accordance with Option B (3% of gross revenue). Any decrease in the assigned amount of use (non-use) must be approved by the authorized officer. The holder does not have to pay a commercial use fee for approved non-use. The holder shall pay a commercial use fee for any non-use that is not approved.

(a) Definitions

- (1) **Adjusted Gross Revenue.** Gross revenue and revenue additions less applicable exclusions.
- (2) **Gross Revenue.** The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
- (3) **Revenue Additions.** The market value of the following items, which are added to gross revenue:
 - (A) The value of goods and services that are donated or the value of goods and services that are bartered in exchange for goods and services received that are directly related to the outfitted or guided trip; and
 - (B) The value of gratuities, which are goods, services, or privileges that are not available to the general public and that are donated or provided without charge to organizations; individuals; the holder's employees, owners, or officers; or immediate family members of the holder's employees, owners, or officers.
- (4) **Revenue Exclusions.** The following are excluded from gross revenue:
 - (A) Revenue derived from goods or services sold on private land that are not related to outfitting and guiding operations conducted on National Forest System lands, such as souvenirs, telephone toll charges, and accident insurance sales.
 - (B) Amounts paid or payable to a State government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.
 - (C) Revenue from the sale of operating equipment, rental equipment, capitalized assets, or other assets used in outfitting and guiding operations, such as horses, tack, watercraft, and rental skis and boots, which are sold periodically and replaced.

2. **ASSIGNED SITE FEE.** A fee shall be charged for the occupancy of National Forest System sites assigned to the holder. Assigned site fees shall not be prorated; the holder shall pay the full annual fee for each assigned site. No refunds or credits will be given for authorized but unused assigned sites.
3. **GRAZING FEE.** A fee shall be charged for grazing livestock used in conjunction with the use and occupancy authorized by this permit. No refunds or credits will be given for authorized but unexercised grazing use.
- B. **PAYMENT SCHEDULE.** The holder shall pay the annual estimated permit fee, including the fee for commercial use, assigned site fee, and grazing fee, in advance of the authorized use, as follows:
 1. **Single Payment.** The holder shall pay the total annual estimated fee in advance when it is less than \$500.
 2. **Two Payments.** The holder shall pay half the total annual estimated fee in advance and the remainder by mid-season when the total is equal to or greater than \$500, but less than \$2,500.
 3. **Three Payments.** The holder shall pay one-third of the total annual estimated fee in advance and the remainder in two equal payments by mid-season when the total is \$2,500 or more.
 4. **Final Payment.** The Forest Service shall reconcile annually the actual permit fee against permit fee payments made. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.
- C. **DOCUMENTATION OF REVENUE.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.
 1. **Actual Use Report.** Within 30 days of completion of the holder's approved operating season, the holder shall submit to the authorized officer an actual use report in accordance with the format in Appendix E.
 2. **Income Statements.** No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include gross revenue, the value of donated goods and services, the value of gratuities, the value and description of items excluded from gross revenue, and all adjustments, such as taxes deducted, and shall be broken down by permitted activities.

D. FEE PAYMENT ISSUES

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
2. **Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by settlement terms or an appeal decision.
3. **Late Payments**
 - (a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

- (b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.
 - (c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.
 - (d) **Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.
4. **Administrative Offset and Credit Reporting.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:
- (a) Administrative offset of payments due the holder from the Forest Service.
 - (b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
 - (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
 - (d) Disclosure to consumer or commercial credit reporting agencies.
- E. **ACCOUNTING RECORDS.** The holder shall follow generally accepted accounting principles or another comprehensive basis of accounting, such as the cash, modified cash, or income tax basis of accounting, in recording financial transactions. The minimum acceptable accounting system shall include:
1. Systematic internal controls and separate recording of gross receipts from each type of business conducted under this permit, separate from any other commercial or personal activity. Receipts shall be recorded daily without reduction and, if possible, deposited into a bank account. Receipt entries shall be supported by documentation such as cash register tapes, sales invoices, reservation records, and cash accounts from other sources.
 2. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service.
- F. **ACCESS TO ACCOUNTING RECORDS.** The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. RESOURCE PROTECTION

- A. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

- B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.
- C. HERBICIDE AND PESTICIDE USE.** Herbicides and pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.
- D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.
- E. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES.** Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.
- F. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.
1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.
 2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

3. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer upon knowledge of any release or threatened release of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management of the United States.

G. CLEANUP AND REMEDIATION. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

H. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. REVOCATION BASED ON PERFORMANCE RATING. If the holder receives an annual rating of unacceptable based on deficiencies identified but uncorrected in a mid-season review and evaluation, the Forest Service shall revoke this permit or, if it is about to expire, shall allow it to terminate.

C. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause VI.A. or VI.B, the authorized officer shall give the holder written notice of the grounds for the action to be taken. For purposes of revocation under clause VI.B, written notice must be given to the holder after the mid-season review and evaluation that if the identified deficiencies are not corrected, they will result in an annual rating of unacceptable, which in turn will result in revocation of the permit. Prior to revocation or suspension under clause VI.A.1, 2, or 3 or revocation under clause VI.B, the authorized officer also shall give the holder a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. The period between the mid-season review and evaluation and the annual rating shall constitute adequate opportunity to take corrective action for purposes of revocation under clause VI.B.

- D. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review, the superior shall take prompt action to affirm, modify, or cancel the suspension.
- E. APPEALS AND REMEDIES.** Any written decisions by the authorized officer relating to administration of this permit, including annual ratings of probationary and unacceptable and revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.
- F. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.
- G. REMOVAL OF TEMPORARY IMPROVEMENTS.** Upon revocation or termination of this permit, the holder shall remove within a reasonable time prescribed by the authorized officer all temporary improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all temporary improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VII. MISCELLANEOUS PROVISIONS

- A. REGULATING SERVICES AND RATES.** The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.
- B. ADVERTISING.** The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its World Wide Web site, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its World Wide Web site regarding use of the permit area shall state that the permit area is located in the Payette National Forest.
- C. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.
- D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.
- F. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- G. SUPERSEDED PERMIT.** This permit supersedes a permit designated FLYING RESORT RANCHES, INC., KRL019, and dated 05/15/2005.
- H. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.

- I. Surveys, Land Corners (D4).** The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

- J. Liability Waiver (R4-B2).** The permit holder will not request or require persons served to sign a liability waiver for activities authorized by this permit. The permit holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgement of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

**VISITOR'S ACKNOWLEDGEMENT OF RISK
(SAMPLE)**

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in (activity) and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of (concessionaire). I further understand that (concessionaire) reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in (activity).

Self: _____ Spouse: _____

Minor Children: _____

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation of the said activity.

Parent/Guardian _____

Customer Signature _____ Date: _____

(If both parents are in attendance, both should sign.)

(Form may be modified to provide for the signature of each individual member of a group)

K. Salting (R4-D6): The possession or distribution of salt is prohibited except as provided for in the Operating Plan for pack or saddle stock nutrition, trophy preservation, and culinary use. Periods of use, location, and method of livestock utilization will be provided by the holder and approved by the Forest Service Authorized Officer.

This permit is accepted subject to all its terms and conditions.

HOLDER: [REDACTED]

U.S. DEPARTMENT OF AGRICULTURE

By: *Bill Smith*
(Holder or Holder's Agent)

By: *C. Sumner Cannon*
(Authorized Officer)

Date: 6/10/05

Date: 6-17-05

The following certificate shall be executed by the secretary or assistant secretary of the corporation:

I, _____, certify that I am the _____ of the corporation that executed the above permit; that _____, who signed this permit on behalf of _____ was then _____ of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of _____ by authority of its board of directors.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082) Washington, D.C. 20503.

APPENDIX B
(Authorization ID: KRL116)

OPERATING PLAN
for



PART 1 – OPERATING DESCRIPTION

Area of Operation

The area of approved operations is the State licensed area on the Payette National Forest (_____), as represented by the Appendix A map, and to include normally used and established trail routes on the Payette and Salmon-Challis National Forests accessing _____.

Service Day Assignment:

This Permit authorizes a total of **510 priority use days** in two client service categories: fall big game hunting (370 priority use days); and summer recreation activities (140 priority use days).

Description of Operation

Outfitter and guide services are authorized to be conducted in this area as licensed by the State and as further described and stipulated in the Special Use Permit and Outfitting Operating Plan, an approved annual schedule of use and approved trip specific itineraries.

Summer Recreation Activities

There are 140 priority use days associated with this service, which includes hiking or horse back day trips from Root Ranch for general recreation, sightseeing or fishing. Multi-day hiking or pack trips may be conducted in the operating area using progressive travel camps. This may include limited Guide School & Youth Camp related trips.

Fall Big Game Hunting

The established priority use level = 370 use days.

One site is recognized as annually available for use as an assigned camp: [REDACTED] on McCalla Creek. Other camps may be available for assignment with pre-season notification and approval. Operation and use of any approved assigned camp will conform to the General Requirements section of this Plan.

Several sites have been used as short term (14 days or less) fall hunting camps: e.g. Club Meadows, Haypress Meadows, Moser Meadows, Moose Meadows and Whimstick Creek. With prior approval such fall camp use may continue.

A significant portion of the fall hunting use will generally base at [REDACTED] (on the private property) and [REDACTED] activities onto the National Forest.

Pack & Saddle Stock Grazing

A maximum of 20 head of pack and saddle stock may be used or held on the National Forest during the conduct of approved operations. Stock held on the National Forest shall be the minimum necessary to conduct approved operations and serve booked clients. [Note: To accommodate the pre-season and post-season movement of stock to and from [REDACTED], more than 20 head of stock may be trailed and held together. At no other time may more than 20 head of [REDACTED] stock be on the Payette National Forest simultaneously.]

Unless grazing is specifically requested and approved, the all stock used on the Forest will be entirely supplementally fed. No fall grazing is approved by this Permit and Operating Plan. No grazing on National Forest System lands in the vicinity of Root Ranch is approved by this Permit and Operating Plan. Five (5) HMs (Horse Months) of grazing during the conduct of approved summer pack trips is approved, where forage is available in the vicinity of progressive camps.

With prior notification and request, additional grazing in support of client service activities may be approved.

A daily log indicating the dates, numbers and locations of pack and saddle stock used, held and fed and/or grazed on the National Forest during the spring, summer or fall use periods, shall be maintained and submitted to the Forest Service at the conclusion of the operating season in conjunction with the Actual Client Service and Revenue Report.

PART II – GENERAL REQUIREMENTS

The following general requirements apply unless otherwise authorized or accepted in the Special Use Permit or Operating Plan.

A. Administrative Requirements

1. At the end of each calendar year and prior to start of the next season the Permit Holder shall:
 - a) Submit an Actual Use Report showing client service and grazing use to the District Ranger. Use reports must include all use on the National Forest. This report shall be submitted annually by January 15 or as otherwise established by the District Ranger.
 - b) Submit a financial record reporting total revenue derived from commercial outfitter and guide operations as described in their actual use record. The Permit Holder shall furnish copies of their accounting records or a signed statement which reflects total customer revenues. Allowable deductions and adjustments to revenue will be reported concurrently with total customer revenue and used to make appropriate revenue reductions and fee adjustments. This report shall be submitted concurrently with the actual use report.
 - c) Submit an annual proposed use schedule for Forest Service review and approval at least 30 days prior to any intended use on the National Forest. Where activities are not included in this pre-season use schedule, itineraries shall be submitted to the designated Forest Service representative as soon as a trip is firmly scheduled. The Permit Holder shall, prior to use, provide dates, number of clients, number of stock and campsites proposed for use.
 - d) Changes or additions to the uses as approved in the Operating Plan or as shown in the approved proposed use schedule, require prior approval. Unapproved or unauthorized facilities or uses constitute permit noncompliance.
2. The Permit Holder shall furnish annually, evidence that the State licensing requirements have been met. This shall be in the form of a copy of the current operating season's State license.
3. The Forest Service must be provided with written information if a designated agent changes or is authorized to act on behalf of the Permit Holder. A statement of their responsibilities and authorities is necessary.

4. Each year, at the end of the operating season, the outfitter will be evaluated on overall performance in regards to Permit and Operating Plan compliance as well as public service and resource protection as stated in the Memorandum of Understanding between the Idaho Outfitter and Guides Licensing Board, Forest Service and Bureau of Land Management.
5. Emergency rescue using helicopters or other motorized equipment otherwise prohibited in Wilderness requires prior approval of the Forest Service. When such prior approval is not feasible, such activity shall be reported to the Forest Service as soon thereafter as possible. The Forest Service shall not accept any liability for costs of emergency rescue.

B. Resource Protection

6. Prior approval by the Forest Service officer in charge or a designated representative shall be obtained if live trees are to be cut for constructing improvements or for site clearing. No standing dead or live trees will be notched to facilitate installation of an improvement. Felled trees will be low stumped; to a height which is no more than half the diameter of the tree (i.e. 6 inch tree would have a stump less than 3 inches high). All such cutting will, to the extent feasible, be at least 200' from Forest Service maintained system trails and live water.
7. Camp areas will be kept clean and free of litter at all times, e.g. pull-tabs, cigarette butts, hay twine, foil, food scraps etc. Pack out all garbage and dispose of properly. Appropriate precautions must be taken to avoid habituation of bears, i.e. clean camps, hanging of food, bear proof storage etc.
8. Campfires will be kept free of trash, such as tinfoil, nails and melted plastic. Burn pile scars will be completely naturalized at the end of the season by scattering ashes in the brush and spreading needles, twigs, etc., over the area. Rock rings are unnecessary and discouraged, use of fire pits or fire pans is recommended.
9. Nailing to live trees is prohibited. Shims will be used to protect live trees from thin rope. All wire fastened to trees will be removed. Even temporary use of wire is discouraged.
10. Soapy water will be dumped at least 200 feet from any water source. A sump hole for gray water disposal will be at least 1' deep and naturalized at the end of the use season.
11. Except as authorized, groups shall be limited to a maximum of 20 people and 20 head of pack and saddle stock. Twenty head means the sum total of outfitter owned or controlled stock. Twenty people mean the sum total of clients, help, and friends.

C. Information and Education

12. It is the responsibility of the Permit Holder to inform all employees involved in the operation of all regulations, etiquette and conditions of use pertaining to the specific area of operation. Before and during the trip all guests will be informed of regulations pertaining to minimum impact camping, river use, and/or stock use.

D. Trails

13. Clearing of dead and down trees across existing Forest Service system trails to accommodate safe passage is authorized. The Permit Holder needs approval from the Forest Service prior to extensive maintenance or improvement of system trails.
14. No new trails may be cleared or constructed without prior written permission of the Forest Service. Use and maintenance of existing non system, or abandoned system trails, where the primary use is by the Permit Holder for client access, will be addressed in the Operating Plan. Maintenance shall be of a level adequate to protect the resource and is the responsibility of the Permit Holder with Forest Service approval and concurrence of the work to be conducted.

E. Livestock

15. Grazing of pack and saddle stock must be specifically authorized and may be granted where forage is adequate. This privilege will be exercised only during periods when the stock is being used in the conduct of approved activities. Unless otherwise specifically approved, grazing will take place in the vicinity of approved camps and only while actually serving clients, except for assigned camps where grazing may be approved during the 15-day setup period and/or the 10-day takedown period.
16. Livestock must be excluded from areas reserved for administrative use and other areas as requested by the District Ranger.
17. Upon death within the National Forest of any stock used in this operation, the Permit Holder shall dispose of the carcass in a suitable manner more than 200 feet from any water.
18. Where salt for pack and saddle stock is provided, mixing with grain will be the preferred method. Alternatively, salt may be provided in block form if secured off the ground in a waterproof container, located away from other camps, trails and live water, and removed when livestock are removed.

19. Stock will not be tied to trees for longer than 2 hours in any location; hitch lines or hitch racks should be provided where necessary. Stock handling facilities will be located at least 200 feet from lakes, streams, and springs where terrain allows. Manure will be scattered away from water.
20. Where supplemental livestock feed is used, it shall be processed pellets or high quality alfalfa hay and/or grain. Use of certified weed free hay or processed grain is required.
21. Stock must be ridden or led, not permitted to run loose on trails or travel routes (except where safety requires).
22. Only stock necessary for each trip will be permitted. No cripples, colts, or unbroken stock will be permitted, except for the trip duration if an animal becomes crippled during use.
23. Pack and saddle stock held on the National Forest, must be attended. Unless otherwise specifically accepted, breaks in client service exceeding 10 days will require that stock be removed from the National Forest.

F. Camps

Permanent shall mean those approved facilities which remain in place season-to-season.

Temporary shall mean those approved facilities which are removed after the period of use, or facilities constructed of native materials which are dismantled (with nails, wire or fastening material removed) after the period of use, with the component pieces stored inconspicuously during periods of nonuse.

24. Assigned sites are annual fee sites, designated and authorized for occupancy and use by the Permit Holder and will conform to the following standards unless otherwise authorized or accepted in the Special Use Permit or Operating Plan.
 - a) The boundary of an assigned site will be described as the immediate area surrounding the authorized structures and installations.
 - b) All structures, including tent frames, meat racks, outhouses, corrals, saddle sheds and racks, woodsheds, hitch racks, feed bunks, saw bucks, water containment and delivery systems etc., will be temporary, unless otherwise specifically determined to be the minimum necessary and authorized in the Operating Plan to be left in place season to season (i.e. permanent).

- c) Ground logs used for tent base logs will be temporary, and stored unobtrusively after the period of use.
 - d) There will be no storage of equipment or non-native materials (e.g. sawn lumber or plywood) during periods of non-use.
 - e) All toilet facilities will be temporary, provide a sanitary disposal of waste and be located at least 200 feet from water. The use of self-standing tents for toilet coverings is encouraged to promote ease of removal. If pit-type toilets are used, pits will be filled in and the site naturalized at the end of each season.
 - f) All camp facilities and improvements should be at least 200 feet from trails, streams, and lakes, where terrain allows.
 - g) Camp setup and duration of occupancy at assigned sites will be approved annually based on demonstrated need to provide client service as shown in the approved proposed use schedule. Unless otherwise specifically approved, camp occupancy (camp setup) shall be limited to a period 15 days before and 10 days after, actually serving clients (i.e. unless otherwise authorized, a camp shall be dismantled and removed if there is a break in client service of more than 10 days).
 - h) Firewood meeting only the anticipated needs for the use period shall be cut, and only a small amount of firewood should remain at the end of the use period. Cutting and storage of firewood in anticipation of next season's activity is not acceptable.
 - i) Assigned camps will be posted by the Permit Holder. The Forest Service shall provide signs for this purpose. The signs will be in place during the period of approved site occupancy and removed after the period of use.
 - j) Pre-set up maintenance visits to assigned camps are allowable as long as the camp travels with the crew. Such visits shall be for duration not to exceed 5 days once during the non use season.
25. Non-fee Sites will conform to the following standards unless otherwise authorized or accepted in the Special Use Permit or Operating Plan.
- a) Facilities in non-fee sites shall be temporary in nature. No permanent facilities will be authorized.
 - b) Sites are available on a "first-come, first-serve" basis for either commercial or noncommercial camping purposes.

- c) Temporary facilities may not be set up more than 3 days in advance of use and will be removed when use is suspended for more than 3 days.
 - d) Occupancy shall not exceed 14 consecutive days, beginning with camp setup and ending with removal of camp. Within this period it is the responsibility of the outfitter to naturalize the site.
 - e) A non-fee site shall not be reoccupied until 14 days after the termination of the last use (occupancy).
 - f) Campsites and camping activities will be located at least 200 feet from trails, streams and lakes, where terrain allows.
26. Drop camp service may be provided only at approved sites. It is the responsibility of the outfitter to naturalize a site used for drop camp services. The site can not be occupied or in place for more than 14 days.
27. Itinerant camps (or layover camps), used on progressive travel trips or for layouts of 1 to 3 nights, are unassigned. Proposed routes and projected number of nights at each campsite for progressive travel trips shall be submitted to the Forest Service as part of the annual activity schedule.

FEE DETERMINATION STATEMENT

APPENDIX D

Outfitter _____

I. Yearend Reconciliation for 20__

A. Service Days of Actual Use _____

B. Revenue

- 1. Gross Revenue \$ _____
- 2. Allowable Pre and Post Trip Deductions - \$ _____
- 3. Adjustment for Off-Forest Use - \$ _____
- 4. Adjusted Gross Revenue \$ _____

C. Final Fee Calculation: Using Method Selected by Permittee

Fee Schedule

- 1. Average Adjusted Service Day Client Charge (line B4 divided by line A) \$ _____
- 2. Service Day Rate (from fee schedule) \$ _____
- 3. Service Day Fee (line 2 x line A) \$ _____

Percentage

- 1. Service Day Fee (line B4 x 3%) \$ _____

Preseason Service Day Fee Estimated, Billed and Paid Previous Year \$ _____
 (camp and grazing fees are not included in the reconciliation calculation)
 Credit or Balance Due \$ _____

II. Preseason Estimate for 20__

A. Service Days

- 1. Adjusted Customer Revenue, Previous Year (from line B4 above) \$ _____
- 2. Service Day Fee (line 1 x 3%) \$ _____

B. Site Reservation

- 1. No. of Reserved Sites _____
- 2. Site Reservation Fee (line 1 x \$160) \$ _____

C. Transportation Livestock

- 1. Animal Months Authorized _____
- 2. Animal Month Rate \$ _____
- 3. Transportation Livestock Fee (line 1 x line 2) \$ _____

D. Other (specify): _____ \$ _____

Total \$ _____

Date Due: _____ Amount Due: _____ +/- Credit or Debit from Part I = _____
 Date Due: _____ Amount Due: _____
 Date Due: _____ Amount Due: _____

Prepared By: _____

Approved By: _____

