

Appendix 9

Minimum Content of the Proposed Annual Operating Plan

This appendix enumerates the minimum that must be included in the applicant's proposed annual operating plan regarding the annual operating season, staffing, and operation and maintenance of the concession opportunity.

The applicant's proposed annual operating plan must be consistent with the campground concession prospectus (prospectus) and campground concession permit (permit). The applicant's proposed operating plan may not contain any language that shifts, or could be interpreted as shifting, responsibility to the Forest Service for all or part of the applicant's responsibilities under the permit, including but not limited to the applicant's responsibilities for public health and safety such as inspecting, identifying, and felling of hazard trees in the permit area.

The Forest Service will evaluate the applicant's proposed annual operating plan based on the criteria specified in the prospectus. The selected applicant's proposed annual operating plan will be submitted to the authorized officer for review and approval.

If you have questions, please contact:

Alecia Rutledge, Lands/Special Uses Permit Administrator	Mailing Address
Telephone: 530 721-6283	Lake Tahoe Basin Management Unit 35 College Drive South Lake Tahoe, CA 96150
Email: alecia.rutledge@usda.gov	

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1. Annual Operating Season

The annual operating season is the period each year that the resort facilities (restaurant, lodge, cabins, general store, ice cream parlor, coffee shop, and adventure center) and campgrounds are open to the public. The current operating season for the resort is normally year-round with reduced services (campground and ice cream parlor) during the winter. Applicants may propose a longer annual operating season. All campsites in the concession opportunity must be open seven days per week, including holidays, during the minimum annual operating season. The proposed annual operating plan must specify the proposed hours of operation for all resort facilities.

The proposed annual operating plan must specify the dates of the beginning and end of the annual operating season, as well as the dates of the beginning and end of pre-season and post-season operations.

2. Staffing

The Proposed annual operating plan must provide for sufficient staffing to meet the requirements for operating and maintaining the concession opportunity as described in the Granger-Thye Concession Operation and Maintenance of Camp Richardson Resort prospectus and provided for in the special use permit. The proposed annual operating plan must provide for the applicant to furnish and train all personnel and supervise their activities under the permit.

The proposed annual operating plan must require the applicant to comply with applicable state and federal laws and regulations governing employment, wages, and worker safety, equal opportunity, civil rights, workers compensation, and employment of people with disabilities and noncitizens.

2a. Supervision and Management

The proposed annual operating plan must designate a representative who will serve as the liaison between the applicant and the Forest Service and have full authority to act on the terms of the permit.

There may be more than one designee, each of whom has the authority to act on one or more permit terms (i.e., one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designees' names and job titles must be included in the application.

The proposed annual operating plan must provide sufficient on-site supervisory staff to provide direction and oversight of hosts and other field personnel during the operating season.

2b. Personnel

In addition to the requirements outlined in the supervision and management section, the proposed annual operating plan should provide for site managers to be located at the sites listed below. A history of operations experience indicates that having personnel stationed at these sites is useful given the complexity of operations at these sites.

The proposed annual operating plan must include staffing hours, schedules, and personnel locations for operations and maintenance of each resort facility and the campgrounds. The proposed annual operating plan should include job descriptions and level of authority for all employee positions. If applicable, the proposed annual operating plan should specify whether employees will be seasonal or year-round and

identify any differences in job description, hours, schedules, or location that may be present depending on the timeframe of that position.

2c. Employee Training

The proposed annual operating plan must describe the training program for the applicant's employees.

2d. Employee Conduct

The proposed annual operating plan must specify that the applicant will be responsible for the conduct of the applicant's employees, including ensuring that they conduct themselves professionally at all times, and their compliance with all applicable federal, state, and local laws. Federal prohibitions include but are not limited to:

- Engaging in conduct prohibited by Forest Service regulations at 36 CFR Part 261, Subpart A; and
- Being under the influence of intoxicating beverages or narcotic drugs while on duty.

2e. Uniforms and Motor Vehicle Identification and Use

The proposed annual operating plan must include a description of the components of the uniform for the applicant's employees. The proposed annual operating plan must provide for the applicant's employees to have a professional uniform including a name tag identifying them as the applicant's employees, and the uniform must be clean and presentable when worn. The proposed annual operating plan must provide for the applicant's employee uniforms to be readily identifiable to the public. The proposed annual operating plan must provide that the applicant's employees may not wear any component of the Forest Service uniform, including Forest Service volunteer uniform components.

The proposed annual operating plan should provide for the applicant's motor vehicles to be clean, quiet, and well-maintained and for the applicant's name to be professionally displayed on each side of vehicles used at the campgrounds. Motor vehicle use is allowed on National Forest System roads and National Forest System trails only if they are designated for that purpose or if motor vehicle use of those roads and trails is expressly authorized by the permit.

3. Customer Service

The proposed annual operating plan must address development and implementation of a customer service program that responds to customers' requests in a helpful, timely, courteous, and professional manner.

The proposed annual operating plan must provide for making customer service comment cards available to the public. A sample comment card is included in FS-2700-34, Appendix A.

The Forest Service reserves the right to conduct random use counts and surveys in the permit area regarding the service they are receiving. These surveys may be used for ongoing monitoring, as well as the holder's annual performance evaluation (FS-2700-34, Appendix A).

4. Pre-Season Operations

The proposed annual operating plan must require the applicant to conduct the following pre-season inspections and maintenance before the annual operating season begins.

4a. Annual Pre-Season Safety and Facility Inspections

The Forest Service has no duty to inspect the permit area or operations of the selected applicant for hazardous conditions or compliance with health and safety requirements or to correct hazards identified in the permit area. The proposed annual operating plan must provide that the applicant is solely responsible for performing and documenting an annual pre-season safety and facility inspection of the permit area, including inspection of hazard trees; correcting any safety and maintenance deficiencies identified during the inspection, including identifying and felling of hazard trees, before the operating season begins; and documenting any corrective actions taken. For purposes of this operating plan, “hazard tree” is defined as a standing tree that presents a visible hazard to people or property due to conditions such as deterioration of or damage to the root system, trunk, stem, or limbs or the direction or lean of the tree. The proposed annual operating plan must provide that the applicant is solely responsible for eliminating or mitigating high-risk conditions as soon as practicable and for closing affected areas until the high-risk conditions are eliminated or mitigated.

4b. Pre-Season Requirements for Water Systems

The proposed annual operating plan must provide for compliance with all existing and future applicable federal, state, and local public health and safety requirements for operation of the water systems, including any required certifications.

The proposed annual operating plan must provide for properly activating any seasonal water systems before opening the resort and campgrounds. The proposed annual operating plan must provide for the applicant to affect all repair of water system components necessitated by vandalism or improper operation or maintenance, such as damage to valves, water lines, and other system components due to insufficient draining at shutdown that resulted in water being left in the system and freezing over the winter.

The proposed operating plan must include procedures for ensuring the safety of the water system prior to the operating season, including but not limited to:

- Cleaning the insides of the well and storage tank, where applicable.
- Thoroughly flushing the entire system to remove any foreign matter.
- Distributing throughout the system a chlorine solution that tests at a level of more than 10 ppm at the most distant hydrant and allowing the chlorine solution to sit for at least 24 hours to sanitize the system.
- Obtaining satisfactory bacteriological test results from a state-certified laboratory.

4c. Pre-Season Holder Maintenance, Reconditioning, and Renovation (MRR)

The proposed operating plan must provide for a thorough cleaning of all resort and campground facilities prior to the operating season. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The holder at its expense shall perform holder MRR as defined in clause VI.D.1(d) of this permit under a holder MRR plan approved by the Forest Service.

5. Operational Requirements and Holder MRR During the Operating Season

The proposed annual operating plan must address the following operational requirements and holder MRR during the operating season.

5a. Operational and Maintenance Requirements for Water Systems

The proposed annual operating plan must provide for compliance with form FS-2700-4h, Appendix F, Operation of Federally Owned Drinking Water Systems, and all existing and future applicable federal, state, and local requirements for operation and maintenance of the water systems during the operating season, including routine, repeat, and special purpose bacteriological testing and any required notifications and retesting if results are unsatisfactory. Per current Forest Service water testing requirements, bacteriological water samples must be taken monthly, and a nitrate and nitrite test for each potable water system source is required once per year. The state may require annual or scheduled nitrate and nitrite testing. The proposed annual operating plan must provide for the applicant to send all water samples for each water system to a state-certified laboratory and to send all test results for each water system to the state department of public health as frequently as required by the state and to the Forest Service monthly.

The proposed annual operating plan must provide for all personnel operating and testing water systems to be certified as required by applicable federal, state, and local law.

The proposed annual operating plan must provide for the applicant to maintain a log of operation and maintenance of all water systems that at a minimum includes:

- Meter readings.
- Dates, times, and results of all testing, inspections, cleaning, repairs, operational adjustments, and maintenance, including maintenance of the distribution system.
- For chlorinated systems, chlorine residual testing documentation, including the testing method, location, date, and time; chlorine amounts and levels; and flushing.

The proposed annual operating plan must provide for the applicant to make the log available to the Forest Service upon request.

The proposed annual operating plan must provide for the applicant to perform routine sanitary surveys of water systems to ensure their integrity.

The proposed annual operating plan must provide for the applicant to be responsible for all costs associated with testing and monitoring the water systems.

The proposed annual operating plan must provide for the applicant to make any repairs of the water systems necessitated by vandalism, natural events, or improper operation or maintenance.

5b. Holder MRR During the Operating Season

The proposed annual operating plan must specify the types and frequency and provide for documentation of holder MRR. Holder MRR is not subject to Granger-Thye (GT) fee offset. Only Government maintenance, reconditioning, renovation, and improvement is subject to GT fee offset under a GT fee offset agreement.

5c. Standards for Facility Cleaning and Holder MRR

The proposed annual operating plan must include standards and timeframes for cleaning resort and campground facilities and holder MRR that at a minimum address the following.

5c1. All Facilities

- Removal of graffiti and repair of vandalized facilities.
- Cleaning and maintenance of facilities.
- Visitor and vehicle capacity.
- Conducting and documenting annual pre-season and end-of-season safety and facility inspections and correcting identified deficiencies identified during pre-season inspections before the operating season begins and correcting deficiencies identified during the end-of-season inspection.
- Eliminating or mitigating any high-risk conditions identified during the operating season as soon as practicable or closing affected areas.
- Ensuring electrical systems meet applicable state and local requirements.
- Cutting grass and trimming overhanging brush around picnic tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, campsites, and other facilities.

5c2. Toilet Facilities

- Cleaning frequency and procedures, including:
 - Procedures for keeping toilet facilities free of objectionable odor.
 - Requiring Forest Service approval for any deodorants, disinfectants, and fly strips provided by the applicant.
 - Removal of any exposed human waste immediately upon discovery or notification.
 - Keeping the outside step and exterior of toilet buildings, including the roof, free of dirt and debris.
 - Keeping walkways and trails free of obstructions and excess vegetation.
- Maintenance frequency and procedures, including:
 - Painting the interior of at least 20% of the toilet facilities each year in a color approved by the Forest Service.

- Completely pumping toilet vaults when they become 75% full and at the end of each operating season, and completely pumping toilet vaults that are more than 50% full at the end of the final operating season under the permit.
- Pumping septic tanks for flush toilets on a schedule agreed to with the Forest Service.
- Meeting applicable federal, state, and local requirements for all other types of sewage treatment systems.
- Transporting all sewage from the campgrounds to a sanitary landfill, sewage lagoon, or treatment plant approved by the Forest Service.

5c3. Picnic Tables

- Mowing grass and trimming vegetation around the picnic area.
- Maintaining sufficient vegetation, gravel, or other material approved by the Forest Service around picnic tables to prevent mud and erosion.
- Maintaining a level surface for picnic tables.

5c4. Fire Rings and Grills

- Keeping fire rings free of litter and level.
- Maintaining sufficient concrete, gravel, or other material approved by the Forest Service around fire rings to prevent mud and erosion.
- Clearing all combustible materials and vegetation within a distance of at least 3 feet from fire rings.
- Removing ashes, charcoal, and unburned wood from fire rings and grills when the debris level is less than 4 inches from the top of the ring or grill.
- Disposing of ashes, charcoal, and unburned wood off National Forest System lands and in accordance with applicable state and local law.
- Not placing hot ashes, charcoal, and unburned firewood in dumpsters or trash receptacles.
- Removing any fire rings, fire pits, and other modifications that were not installed or approved by the Forest Service, including any ashes, charcoal, and unburned wood, and scattering the rocks and spreading soil over the areas.

5c5. Grounds

- Keeping the resort grounds and campgrounds free of litter and domestic animal waste.
- If pack-in, pack-out requirements apply, prominently displaying those requirements; providing trash bags to customers; and removing any trash within 24 hours of discovery or notification.
- Preventing or correcting loss of vegetation and erosion caused by recreational use in accordance with the approved vegetation management plan.

- Removing any nails, ropes, and wire from trees.
- Mowing grass and trimming vegetation.

5c6. Roads and Trails

- Maintaining walkways and paths, including clearing debris and trimming overhanging vegetation and maintaining proper drainage to minimize water damage.
- Treating and maintaining roads in the permit area to control dust.
- Cleaning and maintaining ditches and culverts in the permit area to allow proper drainage.

5c7. Barriers

- Trimming vegetation around barriers to keep them visible.

5c8. Water Hydrants

- Ensuring that water hydrants meet federal and state standards.
- Replacing the gravel sump when sour-smelling, filled with dirt, or excess water does not properly drain.
- Posting water hydrants with a sign prohibiting dish washing, bathing, hand washing, and fish cleaning from the hydrants.

5c9. Trash Receptacles

- Specifying the type, size, number, locations of trash receptacles, and ensuring they are animal resistant.
- Monitoring and emptying trash before it exceeds the capacity of the receptacle.
- Keeping areas where trash receptacles are located clean and free of objectionable odors.
- Disposing of all trash from National Forest System lands in accordance with applicable state and local law.

5c10. Campsite Markers

- Ensuring that campsite markers are well-maintained, neatly arranged, and meet Forest Service sign standards.

5c11. Bulletin Boards, Signs, and Fee Stations

- Ensuring that information boards look professional and uncluttered and contain appropriate and current information in multiple languages, as needed.
- Ensuring that signs, bulletin boards, and fee stations are well-maintained and meet Forest Service sign standards.

5c12. Fee Enforcement

- Providing for enforcement of camping and other use fees.

5c13. Refrigerators

- Cleaning frequency and procedures, including:
 - Procedures for keeping refrigeration facilities free of objectionable odor.
 - Removal of all items left behind by prior visitors.
- Maintenance frequency and procedures, including:
 - Replacement of parts which affect the units' operation
 - Ensuring temperatures can be safely maintained by the unit in accordance with food safety measures.

6. Mid-Season Safety and Facility Inspections

The Forest Service has no duty to inspect the permit area or operations of the selected applicant for hazardous conditions or compliance with health and safety requirements or to correct hazards identified in the permit area. The proposed annual operating plan must provide that the applicant is solely responsible for performing mid-season safety and maintenance inspections of the permit area, including inspection of hazard trees, at a minimum prior to July 4th and the Labor Day weekend, and documenting any deficiencies identified during mid-season inspections. The proposed annual operating plan must provide that the applicant is solely responsible for correcting any safety and maintenance deficiencies identified during mid-season inspections, including identifying and felling hazard trees, as soon as practicable and documenting any corrective actions taken. The proposed annual operating plan must provide that the applicant is solely responsible for eliminating or mitigating high-risk conditions as soon as practicable and for closing affected areas until the high-risk conditions are eliminated or mitigated.

7. Signs and Posters

The proposed annual operating plan must provide for the applicant to supply all signs and posters and for all signs and posters to be approved by the Forest Service. The Forest Service can furnish information on companies that sell Forest Service-approved signs. The proposed annual operating plan may provide for the applicant to enter into a collection agreement with the Forest Service for the purchase of Unicorn P Code signs if the applicant is not able to purchase them.

7a. Identification of Concession Operation

The proposed annual operating plan must provide for posting a sign on the entrance board for each campground stating that the campground is operated under a permit issued by the Forest Service and including the name of the concessioner and the concessioner's contact information.

7b. Title VI Compliance

The proposed annual operating plan must provide for posting signage with Forest Service-approved wording documenting compliance with Title VI of the Civil Rights Act of 1964, such as USDA's And Justice for All poster.

The proposed annual operating plan must provide for the Unicolor P23-43 Welcome to Your National Forests poster or a Forest Service-approved equivalent to be posted on entrance boards to inform the public of applicable prohibitions in Forest Service regulations at 36 CFR Part 261, Subpart A.

7c. Signs and On-Site Advertising

The proposed annual operating plan must provide for the location, design, size, color, and content of any additional signs or advertising posted on National Forest System lands to be approved by the Forest Service.

8. Advertising

8a. Accurate Representation

The proposed annual operating plan must provide that the applicant may not misrepresent in any way, either orally, online, or in print, any aspect of the authorized use and occupancy, including services provided by the applicant, the status of the permit, or the permit area. The proposed annual operating plan must provide for all forms of the applicant's advertising to state that the permit area is located in the [name] National Forest or Grassland.

8b. Equal Opportunity

The proposed annual operating plan must provide for all forms of advertising to state that the applicant is an equal opportunity provider.

9. Fire Prevention and Suppression Plan

The proposed annual operating plan must include a proposed fire prevention and suppression plan that addresses at a minimum:

- Procedures for preventing and suppressing wildfires and structural fires
- Cleaning and maintenance of all propane fireplaces and chimneys in the resort area
- Reporting procedures and emergency response for fires.
- Training and experience required for employees for fire prevention and suppression.
- Fire prevention and suppression tools and equipment that will be maintained on-site.
- Visitor and employee safety, including but not limited to an emergency evacuation plan and communication plan.

10. Road and Trail Maintenance

At a minimum, the proposed annual operating plan must provide for the applicant to maintain vehicular and pedestrian access to the resort and campgrounds in a safe and passable condition and in accordance with Forest Service standards, including but not limited to mowing along road shoulders and around parking barriers for visibility; brushing to facilitate vehicular access; and cleaning culverts at the beginning of each operating season and following large storms.

11. Emergency Response

The proposed annual operating plan must address the applicant's response to medical, law enforcement, facility, fire, flood, and other types of emergencies that might occur in and around the resort and campgrounds.

The applicant must honor Fire Marshall requirements including posting of emergency exits and back-up lighting systems.

12. Law Enforcement, Resort and Campground Security, and Rules of Use

12a. Law Enforcement

Forest Service, state, and local law enforcement and the selected applicant each have enforcement roles at campground concessions. Appendix 8, addresses enforcement authorities and responsibilities at campground concessions (FSM 2342.1, exhibit 01).

12b. Resort and Campground Security

The proposed annual operating plan must address resort and campground security, including but not limited to rules of use the applicant will post and enforce at the resort facilities and campgrounds. A private security service may be contracted to provide on-property security during busy timeframes. Plans to utilize external security services must be included in the proposed annual operating plan.

The proposed annual operating plan must provide for the applicant to report vandalism, destruction of federal or personal property, and criminal violations within 24 hours of discovery or notification to local law enforcement and the Forest Service.

The proposed annual operating plan must address measures that will be taken to prevent vehicle parking from causing resource damage and blocking traffic. The proposed annual operating plan must also address how the applicant proposes to manage all parking areas to prevent congestion and allow access of emergency vehicles. Plans for times of heavier use, such as the busy season or during proposed events, should be included. Applicants must also include any proposals for designated parking areas for employees or specific resort facilities along with proposed plans for enforcement. A parking kiosk on Jameson Beach Road is available to the holder.

12c. Rules of Use

The proposed annual operating plan must include, but is not limited to, rules of use addressing the following:

- Leashing of dogs.
- Exceeding the stay limit.
- Failure to pay camping and other use fees.
- Excessive noise.
- Improper disposal of wastewater and sewage.
- Parking or camping in undesignated sites.
- Use of motor vehicles off designated routes and at an excessive speed.
- Overnight camping in parking areas.
- Discharge of firearms in the permit area.
- Vandalism, particularly of toilet facilities and trees.
- Improper use of hydrants, e.g., for fish cleaning.
- Illegal campfires.
- Applicable noise restrictions.

The applicant must indicate which rules will apply to the entire resort area and which, if any, will be unique to specified resort facilities.

13. Communications Systems

The proposed annual operating plan must provide for complete, timely, and accurate communications (e.g., via two-way radios and cellular telephones) among all employees, the Forest Service, Recreation.gov., and emergency response agencies.

The proposed annual operating plan must identify the applicant's on-site representative and how that person will communicate with the Forest Service on-site.

The proposed annual operating plan may not provide for use of Forest Service radio frequencies and equipment.

14. Bears and Other Wildlife

The Lake Tahoe Basin Management Unit (LTBMU) is home to a very active population of black bears and other wildlife. These animals, particularly bears, have been known to create a nuisance and safety hazard in the campgrounds, day use areas, and resorts in the Lake Tahoe Basin. Additional information is provided in the prospectus, *Section 3.3 Permit Holder Responsibilities – Resource Concerns*.

The proposed annual operating plan must address facilitation of safe human-wildlife interactions, including but not limited to posting the following precautions and guidelines:

- Do not feed bears or other wildlife.

- Report bear activity within 24 hours to the state department of fish and wildlife.
- Post messages relating to bear activity on signboards.
- Use approved wildlife-proof trash containers, as needed.
- Keep all food in secure containers.
- Properly dispose of all trash and wastewater containing food as soon as possible.

The proposed annual operating plan must provide for posting information about bear activity in the resort area and campgrounds on signboards and the prevalence of and precautions for Hantavirus and plague.

15. Rodent Control

The proposed annual operating plan must address rodent control if it is identified as a concern in the prospectus.

16. Vegetation Management

16a. Vegetation Management Plan

The proposed annual operating plan must include a proposed vegetation management plan specifying the methods, frequency, and types of vegetation management to be conducted by the applicant to meet operation and maintenance requirements in the proposed annual operating plan.

16b. Use of Pesticides

The proposed vegetation management plan must provide for use of pesticides in accordance with the terms of the permit, including but not limited to submission of a Pesticide-Use Proposal for concurrence by the Forest Service.

16c. Management of Noxious Weeds

The proposed vegetation management plan must provide for preventing the infestation and spread of noxious weeds in the permit area, including the ability to identify common noxious weeds in the permit area; performing timely treatment by mechanical or chemical means in accordance with a Pesticide-Use Proposal; and performing timely and effective revegetation of disturbed areas where noxious weeds may grow. The proposed vegetation management plan may provide for use of a collection agreement with the Forest Service for noxious weed treatments.

16d. Felling of Hazard Trees

The proposed annual operating plan must provide for the applicant to submit a request to the authorized officer to remove any hazard trees identified by the holder as soon as practicable after identification. The proposed annual operating plan must provide for the authorized officer to respond to the request in writing as soon as practicable.

Consistent with the prospectus, the proposed annual operating plan must provide that:

- The applicant's annual responsibility for the costs of felling hazard trees in the permit area is limited to **1%** of the applicant's annual adjusted gross revenue.

- The Forest Service is responsible for paying the annual costs of felling hazard trees in the permit area only to the extent the annual costs exceed **1%** of the applicant's annual adjusted gross revenue.
- The Forest Service's responsibility for the annual costs of felling hazard trees in the permit area that exceed 1% of the holder's annual adjusted gross revenue in no way affects the applicant's sole responsibility for inspection, identification, and felling of hazard trees in the permit area.
- Only the annual costs of felling hazard trees in the permit area that exceed 1% of the applicant's annual adjusted gross revenue are eligible for GT fee offset.
- The extent to which the annual costs of felling hazard trees that exceed 1% of the applicant's annual adjusted gross revenue are eligible for GT fee offset must be identified in the GT fee offset agreement.

The proposed annual operating plan must provide for the applicant to notify the authorized officer when approved cutting, destruction, or trimming of hazard trees and other types of vegetation has been completed.

16e. Disposal of Trees that Do Not Meet Utilization Standards

The proposed vegetation management plan must provide for the applicant to:

- Cut all stumps from hazard tree removal flush with the ground to reduce tripping hazards.
- Buck slash and logs; and
- Stack slash and logs for customer use, remove them from the resort area and campground, or scatter.

The proposed vegetation management plan must provide for the applicant to remove any slash or logs that are a barrier to use of a campsite or constitute a safety hazard. The proposed annual operating plan may provide for slash and logs 6 inches or less in diameter to be bucked for firewood and for slash and logs greater than 6 inches in diameter to remain on-site as woody material for wildlife.

16f. Disposal of Trees that Meet Utilization Standards

The proposed vegetation management plan must provide for the Forest Service to determine the method of disposal of trees felled in the permit area that meet utilization standards. The proposed annual operating plan must provide for disposal to be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States.

The proposed annual operating plan must provide that if sale to the applicant is deemed appropriate for disposal by the authorized officer, in consultation with the local timber management staff, any such timber sale contract between the Forest Service and the applicant will not be interpreted to override or modify the Damage to United States Property clause, clause III.G, and the Indemnification of the United States Clause, clause III.J, in the permit or in any way affect the Forest Service's ability to recover as an additional insured under the insurance obtained by the applicant under the Insurance Clause, clause III.K, in the permit for any injury, loss, or damage arising from the applicant's use and occupancy, including cutting, destruction, or trimming of vegetation in the permit area.

16g. Tahoe Yellow Cress

Camp Richardson Resort includes critical habitat for Tahoe yellow cress (*Rorippa subumbellanta* Roll), a rare plant that only occurs on the shores of Lake Tahoe. See additional information in the prospectus, Section “Special Use Permit” under *Resource Concerns*. The proposed annual operating plan must address how the applicant will maintain protective fencing and other mitigations as well as adhere to prohibitions on raking beach areas in order to safeguard the site’s population of Tahoe yellow cress.

17. Use of Fee Sites by Non-Paying Visitors and Management of Non-Paying Customers

The proposed annual operating plan must provide for use of toilet facilities, picnic tables, and potable water facilities in the resort area and campgrounds by non-paying visitors at no charge. The proposed annual operating plan may provide for charging non-paying visitors a fee for using dump stations to refill water tanks or dump waste.

The proposed operating plan must address how non-paying customers will be managed.

18. Optional Programs

18a. Interpretive Programs

The proposed annual operating plan must provide that any proposed interpretive programs meet applicable accessibility requirements.

The proposed annual operating plan must specify any charges for interpretive services.

The proposed annual operating plan must include an interpretive services plan for any interpretive services proposed by the applicant. The interpretive services plan must include:

- The location, type (e.g., campfire programs, guided walks, brochures, children’s activities, or displays), and frequency of interpretive services.
- The topics (e.g., natural and cultural resources, fisheries and wildlife, fire management, and water resources) and a synopsis of the subject matter of the contents of the interpretive program.
- A description of the presenters, including any contractors such as museums, historical societies, and interpretive associations, and their qualifications.

18b. Recycling Program

The proposed annual operating plan must provide for recycling of all standard recyclable materials and must include a description of proposed recycling services for each campground. The proposed annual operating plan must provide for the applicant to conduct and cover the costs of the recycling program, including emptying materials from the recycling receptacles and transporting them from the campgrounds to an appropriate recycling facility, and for recycling receptacles provided by the applicant to be subject to Forest Service approval. The proposed annual operating plan may provide that any proceeds from the sale of recycled materials may be retained by the applicant and will not be counted as income for land use fee calculation purposes.

19. Additional Services

The proposed annual operating plan must describe any additional services to be provided and which resort facilities or staff will provide them, such as:

- The sale of firewood, camping or fishing supplies, and food items, e.g., ice, soda, and bottled water.
- Rental of bikes and fishing equipment.
- Guided interpretive tours.
- Live music or other entertainment.
- Food service
- The sale of retail items, e.g., gifts, resort wear, and sundries.

21. Performance Evaluations

The proposed annual operating plan must provide for the Forest Service, to the extent deemed feasible and appropriate by the Forest Service, to conduct a performance evaluation during the applicant's annual operating season and, to the extent deemed feasible and appropriate by the Forest Service, to conduct a follow-up performance evaluation before the end of the holder's annual operating season to determine whether any noncompliance identified during the mid-season performance evaluation has been corrected.

22 Post-Season Safety and Facility Inspection

The Forest Service has no duty to inspect the permit area or operations of the selected applicant for hazardous conditions or compliance with health and safety requirements or to correct hazards identified in the permit area. The proposed annual operating plan must provide that the applicant is solely responsible for conducting and documenting an annual post-season safety and facility inspection of the campgrounds, including inspection of hazard trees, and preparing and submitting a report of the inspection to the Forest Service. The proposed annual operating plan must provide that the applicant is solely responsible for correcting any safety and holder MRR deficiencies identified during the inspection, including identifying and felling hazard trees. The proposed annual operating plan must provide that the applicant is solely responsible for eliminating or mitigating high-risk conditions as soon as practicable.

23. Marina Safety

The proposed annual operating plan must include the proposed rules, regulations, and safety measures the applicant will utilize to ensure the safety of all visitors in the Harbor area. The holder will be required to follow all safety requirements and regulations under the Safe Boating Act and U.S. Coast Guard. Any buoys utilized must be licensed by the Tahoe Regional Planning Agency and California State Lands Commission and shall not exceed the permitted quantity.

24. Aquatic Invasive Species Prevention

Prevention of the introduction of Aquatic Invasive Species (AIS) is of critical importance to Lake Tahoe. The proposed annual operating plan must address how the applicant proposes to prevent AIS introduction

including, but not limited to, non-motorized watercraft inspections/screenings and education of staff and the public. Applicants should also address how they will respond to violations of any preventative rules or regulations they may put in place as well as actions to be taken if AIS are identified.

25. Snow Removal

The proposed annual operating plan must include a plan for addressing seasonal snow in the resort area to ensure a safe environment for all visitors and prevent damage to resort and campground structures. Any proposed snow plowing may not cause significant damage to the ground surface (asphalt, concrete, wood, pavers, soil, gravel, etc.). Plowed snow may not be stored in locations where pollutants or debris can enter Lake Tahoe or where snow melt may cause flooding, erosion, or blocked drainage facilities.

26. Permits, Licenses, and Authorities

The holder will be solely responsible for acquiring and maintaining all necessary permits, licenses, and authorities to legally perform business operations within the resort. The proposed annual operating plan must indicate which permits, licenses, and authorities will be maintained for each resort facility. The holder must comply with all applicable laws, regulations, and inspection requirements of these authorities.

27. Special Events

The proposed annual operating plan must identify any special events or large group gatherings the applicant proposes to host within the permit area. The date(s) and estimated participation of each event must be included. The applicant must identify how the safety of all visitors and protection of resources will be maintained with the larger crowds. If the applicant proposes any events in which private vendors will be permitted to generate revenue, the proposed annual operating plan must include an example of forms that will be utilized to document these revenues.

For the 4th of July holiday period, special management attention will be required. This will include formulation of a plan involving additional security as well as an increase in trash capacity and service.

28. Reservations

The Lake Tahoe Basin Management Unit (LTBMU) participates in Recreation.gov, which provides nationwide, toll-free telephone and online reservations for single-family and group camping sites, rental cabins, permit, tours, tickets, and other recreation facilities. The continued use of this service is required. Recreation.gov is the only authorized reservation system for Forest Service developed recreation sites, including but not limited to campgrounds, cabins, and group use areas. Using Recreation.gov, the permit holder is responsible for on-site administration and will be required to include in their annual operating plan the criteria listed in the prospectus for utilizing the Recreation.gov system.

29. Pet Policy

The applicant must include their proposed pet policy in the proposed annual operating plan. The policy should indicate whether pets will be allowed. If applicable, the applicant must indicate what facilities will or will not allow pets. The holder will be responsible for any damages as a result of pets permitted within the resort area. The applicant should include how this policy will be enforced.

Authorization ID: XXX123456
Contact Name: SAMPLE COMPANY
Expiration Date: 10/31/2043
Use Code: 146

FS-2700-4 (VER. 03/17)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SPECIAL USE PERMIT
Authority: GRANGER-THYE ACT, SECTION 7 April 24, 1950**

SAMPLE COMPANY, P.O. Box 123, LAKE TAHOE, CA 96150 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Lake Tahoe Basin Management Unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 112 acres in Sec.6, T.12N., R.18E., Sec.25 and Sec.36, T.13N, R.17E, Mt. Diablo Meridian, ("the permit area"), as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of:

Operation and maintenance of a resort, campground, beach, and marina including cabins (38), motel units (5), Beacon Bar and Grill, Camp Richardson Hotel (27 rooms), Beachside Inn (7 rooms), Richardson House, General Store, Ice Cream Parlor, Coffee and Confectionary Shop, Mountain Sports Center, Parking Spaces, Buoy Mooring Field, and other ancillary services and facilities as described herein, known as Camp Richardson Resort.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the GRANGER-THYE ACT, SECTION ,7 April 24, 1950, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on **10/31/2043** twenty years from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. 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, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

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 or occupancy authorized by this permit is 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. ASSIGNABILITY. This permit is not assignable or transferable.

I. CHANGE IN CONTROL OF THE BUSINESS ENTITY.

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

(a). In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

(b). In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

(c). In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by 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.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by TBD and shall be completed by TBD.

III. OPERATIONS

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. OPERATING PLAN. The holder shall prepare and annually revise by January 1 an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. 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 214 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. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing 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. 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.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or 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 other forces of nature. 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. If rebuilding is not allowed, the permit shall terminate.

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 and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or 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. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect 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 in connection with the

authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. 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. Environmental damage includes but is not limited to 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. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States 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 or occupancy authorized by this permit. This indemnification 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 or 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; (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 materials, 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.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

K. (B8) RISK OF LOSS OF FEDERALLY OWNED IMPROVEMENTS. The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and forces of nature. If the authorized improvements 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. If rebuilding is not allowed, this permit shall terminate.

L. (B9) PROPERTY INSURANCE. The holder shall have in force property insurance for [identify the Federal property to be insured] in the minimum amount of **\$14,160,153.89** which represents replacement in kind of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to the Government-owned improvements identified herein. At the sole discretion of the Authorized Officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged Government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

M. (B10) 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 the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. 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. The holder shall give 30 days prior written notice to the Authorized Officer of cancellation of the insurance policy by the holder or any modification to the insurance policy by the holder. Additionally, the holder shall immediately notify the Authorized Officer of cancellation of the policy by the insurance company. 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 [Lake Tahoe Basin Management Unit, 35 College Drive, South Lake Tahoe, CA 96150]. Minimum amounts of coverage and other insurance requirements may be reviewed and revised annually at the sole discretion of the Authorized Officer.

1. The holder shall have in force liability insurance covering losses, [including those arising from strict liability,] associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$2,000,000 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 or 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 storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or 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., 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. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. 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 require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if

applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

G. 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. This identifying information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated 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 IV.H onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. 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. 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 permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area 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 permit area is in compliance with all applicable federal, state, and local laws and regulations.

H. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area 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 or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. 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 in the permit area or in connection with the holder's activities in the permit area, regardless of whether 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.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The holder shall pay an initial annual land use fee of \$xxx for the period from 11/1/2023 to 10/31/2024, and thereafter on 11/1, shall pay an annual land use fee of \$xxx.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. 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 an administrative appeal decision, a court decision, or settlement terms.

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 United States 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 remain responsible for the delinquent fees.

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 United States 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.

D. (A-20) GRANGER-THYE FEE OFFSET - Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for maintenance, renovation, reconditioning, and improvement deemed to be the government's responsibility, as defined below, of federally owned improvements and their associated land.

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in an acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, such as, substitution of a fixed asset or any of its components with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, such as, from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement (MRRI) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other federally owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the Authorized Officer.

2. Granger-Thye Fee Offset Agreement. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall annually enter into a written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRR) to be used to offset the permit fee. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work; which projects are to be used for offset that year; standards for completion of the projects; and examples of allowable costs.

E. HOLDER-PERFORMED FEE OFFSET WORK.

1. Work in Lieu of Cash Payments. Notwithstanding clauses VI.A and C, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause VI.D.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement and has been accepted as completed by the Forest Service before the end of the holder's fiscal year. In the absence of an approved fee offset agreement, payment shall be made in accordance with clauses VI.A and C.

2. Documentation of Expenses. Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the Authorized Officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

3. Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credit given by the Forest Service for fee offset work. The holder shall pay any additional fees owed for the past year's operations within 30 days of billing.

4. Overpayment. Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clause VI.A. Credit for offset work pursuant to clause VI.D.2 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

F. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause VI.D.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause VI.D.2.

G. (A-21) GRANGER-THYE FEE OFFSET. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for government maintenance, reconditioning, renovation, and improvement.

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise

upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, for example, substitution of a fixed asset or any of its components with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, such as, from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement (MRRI) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the Authorized Officer.

2. Granger-Thye Fee Offset Agreement. The Forest Service and the holder shall enter into a Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRRI) to be used to offset the permit fee. The agreement shall specify that the Forest Service will perform the work or contract with a third party to perform the work. The agreement shall specify which projects are to be used for offset each year.

3. Payments. The holder shall deposit permit fee payments into a cooperative account. All deposits shall be retained by the Forest Service until expended or, if unutilized in 5 years, shall be deposited into the U.S. Treasury

4. Offset for Forest Service Oversight of Major Government MRRI Performed by the Holder. The Forest Service may include the GT fee offset agreement the cost of a Forest Service employee administering and overseeing major government MRRI projects. For purposes of this clause only, a major government MRRI project is one costing \$5,000 or more.

H. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause VI.A.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause VI.A.1.

VII REVOCATION, SUSPENSION, AND TERMINATION

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

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. for abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VIIB, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. 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 shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hrs. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. 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 shall not require notice, a decision document, or any environmental analysis or other documentation. 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.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements except those owned by the United States, within a

reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and 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 State. 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.

VIII. MISCELLANEOUS PROVISIONS

A. 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.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

D. LATE PAYMENTS (A-6).

(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 (such as, 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 percent 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 land use fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

(e) Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with this 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:

(1) Administrative offset of payments due the holder from the Forest Service.

(2) If in excess of 60 days, referral to the U.S. Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(3) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq.*

(4) Disclosure to consumer or commercial credit reporting agencies.

E. ACCESS TO RECORDS (A-7)

For purposes of administering this permit (including ascertaining that the correct land use fee was paid), the holder shall make all accounting books and supporting records for the authorized operations, as well as those of lessees operating in the permit area, available for review by the Forest Service or other federal agencies authorized to review Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information shall be kept confidential to the extent permitted by law. The holder shall retain these records and keep them available for review for 5 years after they were generated, unless otherwise approved by the Authorized Officer in writing.

F. ACCOUNTING RECORDS (A-8)

The holder shall follow generally accepted accounting principles or other comprehensive bases of accounting acceptable to the Forest Service in recording financial transactions and in reporting financial results to the Authorized Officer.

When requested by the Authorized Officer, the holder at its own expense shall have annual accounting reports for the authorized operations audited or prepared by a licensed independent accountant acceptable to the Forest Service. The holder shall require lessees to comply with these same requirements. At a minimum, the holder's and lessees' accounting system shall include:

1. Systematic internal controls, including recording by type of business the gross receipts derived from all operations conducted under this permit. Gross receipts should be recorded daily and, if possible, deposited into a bank account without reduction for disbursements.

Receipt entries shall be documented by cash register tapes, sale invoices, rental records, cash accounts from other sources, or some other means.

2. A permanent record of capital investments in facilities (including a depreciation schedule).
3. Generation and maintenance of other records and accounts as may be specified by the Authorized Officer.

G. NOXIOUS WEEDS. The permit holder shall prepare, in cooperation with the Forest Service, a noxious weed plan for surveying, preventing, reporting, controlling and monitoring noxious weed populations on the authorized areas and within the holder's area of responsibility. These measures may include, where appropriate, equipment inspection for soil, seeds, and vegetative matter, equipment cleaning, and use of weed-free materials (soil, gravel, straw, mulch) and seed mixes. A current list of noxious weeds of concern is available at the Forest Supervisor's Office.

H. 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.

I. 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.

J. RISK OF LOSS OF FEDERALLY OWNED IMPROVEMENTS

The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and forces of nature. If the authorized improvements 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. If rebuilding is not allowed, this permit shall terminate.

K. ALTERATION OF GOVERNMENT FEDERALLY OWNED IMPROVEMENTS.

If during the term of this permit any Federally owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset.

L. WATER FACILITIES AND WATER RIGHTS.

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System lands may be initiated, developed, certified, or adjudicated by the holder unless expressly authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the [recreation residence, resort, marina, or other use] Authorized by this permit. If the use of any water facilities in connection with this [recreation residence, resort, marina, or other use] ceases, the authorization to use any associated water facilities also ceases. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly Authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued

under state, local, or other law and all water rights otherwise recognized under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on National Forest System lands for use on National Forest System lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring water rights shall be the responsibility of the holder and not the responsibility of the United States.

M. FIRE EQUIPMENT. The holder shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Authorized Officer. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Authorized Officer.

N. FIRE CONTROL PLAN. The holder shall prepare a fire plan for approval by the Authorized Officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years.

O. REGULATING SERVICES AND RATES. The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services permitted by the authorization. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices lower than those charged by comparable or competing enterprises.

P. BOATING SAFETY. Where boats and motors are to be rented to the general public, the holder shall comply with all provisions of all Federal, State, and local boating laws and ordinances. The holder shall post at each boathouse, dock, or wharf, the rules for safe operation. When required by the authorized officer, the holder or designated representative shall prepare a Boating Safety Plan.

Q. GAMBLING. Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

R. LIQUOR SALES AUTHORIZED. The sale of is allowed in the permit area contingent upon a valid State license. However, in the event of a violation of any liquor law or regulation, the authorized officer may require that the sale of shall cease. The holder shall be informed in writing by the authorized officer if the sale of must cease.

S. ADVERTISING. Advertising. The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

T. SIGNS. Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

U. LEASING. The holder may lease the improvements authorized by this permit with prior written approval of the Authorized Officer. The Forest Service reserves the right to disapprove these leases. The holder shall continue to be responsible for the lessees' compliance with all terms and conditions of this permit.

V. ANTIFREEZE. The holder shall notify all persons interested in participating in the event that all water-cooled vehicles participating in the event must use ethylene glycol free antifreeze unless prohibited by an existing original manufacturer's warranty. Participants will be required to certify under penalty of perjury that motor vehicles operated in the event do not use ethylene glycol-based antifreeze or that the original vehicle manufacturer prohibits the use of alternative antifreeze products. The Holder will use attachment A to obtain user certifications, and will certify under penalty of perjury, that all event participants executed the certification. The Holder will provide a copy of the executed attachment A to the authorized officer not more than 7 days after conclusion of the event.

W. BEAR PROOF WASTE RECEPTACLES. The holder shall provide only bear-proof waste receptacles within the permit area and bear-proof food storage containers inside authorized improvements to inhibit attraction by wildlife and pets. In the event that full retrofitting of the entire site is not feasible within one operating season, a phased-in schedule will be specified in the Operations Plan agreed to by the authorized officer.

X. APPROVAL TO INITIATE WORK. Before actively initiating work under this authorization, the holder's or holder's representative shall advise the authorized officer of the date upon which active field work will be initiated. Approval for the work shall be issued in writing by the authorized officer. The approval shall list local restrictions pertaining to fire hazard, off-road vehicles, camp locations, and so forth.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

HOLDER NAME	SIGNATURE	DATE
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APPROVED:

NAME AND TITLE OF AUTHORIZED OFFICER	SIGNATURE	DATE
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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.

USDA Forest Service

FS-2700-4h, Appendix B (V. 01/2014)

OMB 0596-0082

Authorization ID [REDACTED]

Contact ID [REDACTED]

Expiration [REDACTED]

APPENDIX B
ANNUAL GRANGER THYE FEE OFFSET AGREEMENT
SPECIAL USE PERMIT
For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

The total estimated annual permit fee is [amount]. [] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, [] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The projects to be performed by the Forest Service or Forest Service contractor shall be completed by the date specified in the GT offset agreement. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
<i>[itemize projects]</i>				

The Forest Service or Forest Service contractor shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
<i>[itemize projects]</i>				

Signed: _____
Holder or Holder's Agent Date

Signed: _____
Authorized Officer Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free at (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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.

Potential Government Maintenance, Reconditioning, Renovation or Improvement (MRRI) Projects

Included below are anticipated government maintenance, reconditioning, renovation or improvement projects. Items on this list could be changed, depending on use and condition of facilities, at the discretion of the Authorizing Officer. Note that costs are estimates, and actual costs may vary.

Many of the future projects consist of bringing the sites into compliance with the National Quality Standards for Recreation Site Management, as described in Appendix 19. Projects may be derived from Appendix 3 – Inventory of Government Furnished Property. In addition, anticipate annual replacement of features that become irreparable or damaged. Items on this list could be changed, depending on use and condition of facilities, at the discretion of the Authorizing Officer. Note that costs are estimates and actual costs may vary.

NOTE: This table represents a sample list of potential Granger-Thye Fee Offset projects for facilities in this prospectus. The Forest Service may find a need for higher priority projects and revise this list at any time.

Table 1. Potential MRRI Project List

Item/Project	Required	Optional	Estimated Cost
Beacon Bar and Grill All improvement plans will be reviewed and authorized by the Forest Service. Where applicable, local county building permits may be required.	Upgrade commercial kitchen facilities to meet current public health and safety codes and standards Upgrade facilities to current building code standards	Retrofit or Rebuild	\$3,000,000
Dedicated Storage Facility	Provide either an onsite or offsite dedicated storage facility that adequately accommodates the resort needs		\$800,000
Ice Cream Parlor, Coffee Shop and Mountain Sport Center	Services to be relocated to the lake side of Hwy. 89 for future operations and be operated in a manner that minimizes congestion of Hwy. 89 within first three years of the permit term		\$1,500,000

Item/Project	Required	Optional	Estimated Cost
Cabins There are currently 5 cabins that are either uninhabitable or being used for alternative uses pending their rehabilitation.	Continue to upgrade and improve existing cabins by prioritizing maintenance issues Rebuild, repurpose, relocate or remove those cabins that do not meet current standards	Retrofit, remodel or rebuild to offer a higher quality, year-round accommodations	Foundations \$800,000 Interior Renovations \$50,000 per cabin
Traffic Circulation, Parking, and Bike Trails	Delineate parking areas for cabins to reduce resource damage		\$200,000
	Bring current parking lots up to current water quality protection best management practice (BMP) standards		\$3,000 per parking space
	Facilitate future projects as described in Section 1.6, Required and Optional Services		TBD
Beachside Inn Lodging		Remodel, repurpose, or remove and replace with infrastructure which improves overall recreation opportunities on the site	\$3,000,000
Other		Conversion or replacement of existing facilities or additional elements or infrastructure may be considered with Forest Service approval and appropriate environmental review if needed.	Example:\$3,000 per parking space for Day Use parking lot.

Reference Required Facility Improvements and Optional Facility Improvements in Chapter 1 of the prospectus more information regarding these projects.



United States
Department of
Agriculture

Forest
Service

Washington Office

14th & Independence SW
P.O. Box 96090
Washington, DC 20090-6090

File Code: 2720/6500

Date: July 11, 2002

Route To:

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

Issue. At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

Background. Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement. Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

Historical Practice. Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

Comparison. The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.



Conclusion. Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements. The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

Implementation.

Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ TAMARA L. HANAN

/S/ DAVID G. HOLLAND

DAVID G. HOLLAND
Director, Recreation, Heritage,
and Wilderness Resources
cc: Carolyn Holbrook

TAMARA HANAN
Director, Financial Policy
and Analysis

USDA Forest Service

OMB 0596-0082
FS-2700-4h, Appendix G (03/06)Authorization ID
Contact ID
Expiration Date **APPENDIX G**
Granger-Thye Fee Offset Claim Certification
for**SPECIAL USE PERMIT****AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**
<Reference FSH 2709.11, chapter 50> **NATIONAL FOREST**
 RANGER DISTRICT
PERMIT NUMBER **Project Name** _____**Holder's Fiscal Year (FY)** _____

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

Direct GT Costs: Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

Indirect costs: Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY .

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service, National Forest, and on [date of GT fee offset agreement].

DIRECT GT COSTS

Salaries and Wages	\$ <input type="text"/>
Materials and Supplies	\$ <input type="text"/>
Subcontracts	\$ <input type="text"/>
Other (specify)	\$ <input type="text"/>
Sum of Direct GT Costs	\$ <input type="text"/>
INDIRECT COSTS (<input type="text"/> % x Direct GT costs)	\$ <input type="text"/>
TOTAL GT COST CLAIM FOR PROJECT	\$ <input type="text"/>

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: _____
Name of Certifying Official

Date: _____

Title of Certifying Official

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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.

Collection Agreement
between
<Name of Holder>
and
<Name> National Forest

Agreement Number: _____

Cooperator Tax ID #: _____

THIS COLLECTION AGREEMENT is made by (name of holder) and the U.S. Department of Agriculture, Forest Service, _____ National Forest (the FS), under Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

WHEREAS, the holder operates a FS campground (or campgrounds) under a special-use permit dated ____;

WHEREAS (SELECT EITHER #1 OR #2) 1) THE HOLDER HAS A REQUESTED THE FS TO PERFORM AND THE FS IS WILLING TO PERFORM UNDER A COLLECTION AGREEMENT OR 2) THE FS IS REQUIRING THAT IT PERFORM UNDER A COLLECTION AGREEMENT, the following projects listed in the fee offset agreement: (List all agreed to and approved projects);

WHEREAS, the cost of those projects may be used to offset the permit fee in accordance with the fee offset agreement;

THEREFORE, in consideration of the above, the parties agree as follows:

A. The holder shall:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government maintenance and reconditioning work listed in this agreement, including overhead as determined by the FS up to ____ percent of project costs.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the FS's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.

B. The FS shall:

1. Deposit payments received from the holder under this agreement into the FS cooperative work fund.
2. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

C. It is mutually agreed that:

1. No member of or delegate to Congress or resident commissioner shall receive any benefit that may arise from this agreement; provided, that this provision shall not apply to this agreement if it is made with a corporation for its general benefit.

2. This agreement in no way restricts the FS or the holder from participating in similar activities with other public or private agencies, organizations, or individuals.
3. Any holder contributions made under this agreement do not directly or indirectly convey FS endorsement of the holder's products or activities.
4. Modification of this agreement shall be made by in writing mutual consent of the parties and shall be signed and dated by both parties. The FS is not obligated to fund any modifications that are not made in accordance with this clause.
5. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The FS shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as in possible. Full credit shall be allowed for FS expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
6. Unless terminated by written notice, this agreement shall remain in effect until the end of the initial permit term. If the permit term is extended, this agreement may be extended in writing for the same period as the permit term.
7. Per 16 U.S.C. 572, the United States shall not be liable to the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees for any loss, personal injury, or death occurring in connection with performance of work under this agreement, and the holder on behalf of itself and its heirs, assigns, agents, employees, contractors, and lessees hereby waives any and all claims against the United States for compensation for any loss, personal injury, or death occurring in connection with performance of work under this agreement.

In witness where IN WITNESS WHEREOF, the parties have executed this agreement as of the last date written below.

Date

[TITLE]
for [HOLDER NAME]

Date

Authorized Officer

National Forest

Business Plan Sample

For Campground Concessions

A Proposal in Response to the Campground Prospectus for:

on the _____ National Forest

Name of Company: _____

Address: _____

Company contact: _____

Phone: _____

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Part 1: The Business

1. Purpose and Goals:

- A. What is your purpose in pursuing this business?
- B. Define your business goals for the next year and what you foresee five years from now:

2. Description of the Business:

This section should describe the nature and purpose of the company, background on your industry, and what opportunities you see for your services.

- A. Brief description of the business:
- B. Briefly describe your knowledge of this industry:
- C. List the products and services you will provide:

3. Legal Structure:

There are several ways in which your business can be legally organized.

- A. How your company is legally organized? (Check appropriate box).
 - Sole Proprietorship
 - General Partnership
 - Corporation "C" Corp or "S" Corp Limited Partnership
 - Limited Liability Company (LLC)
 - Other
- B. Why is this legal organization most appropriate for your business?
- C. Does your operation require a state registration number? YES. NO.

(If “Yes”, include a copy of the registration in the Supporting Documents.)

Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:

Table 1. List of owners

Name	Address	Social Security Number (SSN)	Percent Ownership

4. Location of Your Business:

Describe the planned geographical location of the business and discuss the advantages and disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities.

Describe your approach to overcoming any problems associated with the location.

- A. Planned geographical location:
- B. Discuss advantages or disadvantages of the site location:
- C. Describe your approach to overcoming any problems:

5. Market and Customers:

The purpose of this section is to present sufficient facts to convince the evaluation team that your service has a substantial market and can achieve success in the face of competition. Discuss who the customers are for your service. Where are the major purchasers for the service?

- A. Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international):
- B. Describe the size of the current total market and potential annual growth:
- C. Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost:

6. Competitive Analysis:

Make a realistic assessment of the strengths and weaknesses of your competitors. Compare the competing services on the basis of image, location, price, advertising, and other pertinent features. Discuss your key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

- A. Identify your key competitors:
- B. Discuss their strengths and weaknesses.
- C. Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Table 2. Competitive Analysis

Area of Comparison	You	Competitor A	Competitor B	Competitor C	Competitor D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					

D. Why do you think you can compete with your competitors and capture a share of the market?

7. Management:

The evaluation team is looking for a committed management team with the proper balance of technical, managerial, and business skills and experience which supports your proposal. Be sure to include complete resumes for each key management member in the Supporting Documents section.

(Use additional pages and attach as necessary)

- A. List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.
- B. Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.
- C. List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.

Accountant _____

Attorney _____

Banker _____

Insurance Broker _____

Advertising _____

Others _____

8. Personnel:

Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. (Use additional pages as necessary)

- A. Identify essential employees, their job titles, and required skills:
- B. Identify the source and your plan to recruit essential employees:
- C. Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc.:

Part II: Financial Data

1. Capital-Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, livestock, tack, gear, and computers. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost. This includes equipment purchased from existing businesses.

Table 3. Capital Equipment List

Equipment	Quantity	New/Used	Life	Cost
Total Cost of Capital Equipment				\$0.00

2. Start-Up Expenses:

Start-up expenses are the various costs it takes to open your doors for business:

Table 4. Start-Up Expenses

Item	Cost
Total cost of capital equipment	
Beginning inventory of operating supplies	
Legal fees	
Accounting fees	
Other professional fees	
Licenses and permits	
Remodeling and repair work	
Deposits (public utilities, etc.)	
Advertising	
Insurance	
Bonds	
Advance permit fees	
Other expenses:	
Total Start-Up Expenses	\$

3. Sources and Uses of Financing:

A. Sources of Financing:

Table 5. Sources of Financing

Item	Cost
Investment of cash by owners	
Investment of cash by shareholders	
Investment of non-cash assets by owners	
Investment of non-cash assets by shareholders	
Bank loans to business: short term (one year or less)	
Bank loans to business: long term (more than one year)	
Bank loans secured by personal assets	
Small Business Administration loans	
Other sources of financing (specify)	
Total Sources of Financing	\$

B. Uses of Financing

Table 6. Uses of Financing

Item	Cost
Buildings	
Equipment	
Initial inventory	
Working capital to pay operation expenses	
Noncash assets contributed by owners (use same amount as in Sources, above)	
Other assets (specify)	
Total Uses of Financing	\$

C. Monthly Cash Flow Projection:

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

NOTE: The Cash Flow Projection chart on the following page is required to be completed and submitted in the existing format.

Table 7. Cash Flow Projection (or Cash Flow Budget) by Month: Year One

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Total
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	Total Cash Receipts													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Insurance													
13	Legal and Accounting													
14	Delivery Expenses													
15	Fixed Cash Disbursements*													
16	Mortgages (Rent)													
17	Term Loan													
18	Line of Credit													
19	Other													
20	Total Cash Disbursements													
21														
22	Net Cash Flow													
23														
24	Cumulative Cash Flow													
25														
26	*Fixed Cash Disbursements													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
27	Utilities													
28	Salaries													
29	Payroll Taxes and Benefits													
30	Office Supplies													
31	Maintenance and cleaning													
32	Licenses													
33	Boxes, Paper, etc.													
34	Telephone													
35	Miscellaneous													
36	Total FCD/Year													
37	FCD/Month													
38														
39	Cash on Hand													
40	Opening Balance													
41	+ Cash Receipts													
42	-Cash Disbursements													
43	Total = New Balance													

D. Start-Up Balance Sheet:

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time.

NOTE: The following Start-up Balance Sheet is required to be completed and submitted in the existing format.

Table 8. Start-Up Balance Sheet

Item	Cost
Assets:	
Current Assets	\$
Fixed Assets	\$
Less Accumulated Depreciation	\$
Net Fixed Assets	\$
Other Assets	\$
Total Assets	\$
<i>Footnotes:</i>	
Liabilities:	\$
Current Liabilities	\$
Long-Term Liabilities	\$
Total Liabilities	\$
Net Worth or Owner's Equity (Total assets minus total Liabilities)	\$
Total Liabilities and Net Worth	
<i>Footnotes:</i>	

E. Start-Up Income Statement Projection:

Income Statements (also called Profit and Loss Statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses (and for most bankers), income projections covering one to three years are more than adequate.

If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' Annual Statement Studies and trade association publications are two possible sources.

NOTE: The following Income Projection Statement is required to be completed and submitted in the existing format.

Table 9. Income Projection by Month: Year One

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Total
2														
3	Sales													
4	Wholesale													
5	Retail													
6	Total Sales													
7														
8	Cost of Material													
9	Variable Labor													
10	Cost of Goods Sold													
11														
12	Gross Margin													
13														
14	Operating Expenses													
15	Utilities													
16	Salaries													
17	Payroll Taxes and Benefits													
18	Advertising													
19	Office Supplies													
20	Insurance													
21	Maintenance and Cleaning													
22	Legal and Accounting													
23	Delivery Expenses													
24	Licenses													
25	Boxes, Paper, etc.													
26	Telephone													
27	Depreciation													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
28	Miscellaneous													
29	Rent													
30	Total Operating Expenses:													
31														
32	Other Expenses													
33	Interest (Mortgage)													
34	Interest (Term Loan)													
35	Interest (Line of Credit)													
36	Total Other Expenses:													
37	Total Expenses:													
38														
39	Net Profit (Loss) Pre-Tax													

Part III: Historical Financial Reports for Existing Business

1. Each applicant is required to submit all four items listed below.

1. Balance sheet (past three years)
2. Income statement (past three years)
3. Tax returns (past three years)
4. Current credit report from major credit bureau

Part IV: Supporting Documents

1. Each applicant is required to submit all five items listed below.

1. Personal resumes of business owners, officers, and partners
2. Personal financial statements of business owners, officers, and partners
3. Bank or investor letters of intent to finance project
4. Copies of business leases pertinent to this business
5. Copies of all pertinent existing permits or licenses applicable to this business (Submit only the face pages of all current concession permits)

Part V: Appendices

Legal Organization:

The more popular legal organizations and their reasons are outlined below

1. Sole Proprietorship

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states requires you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes.)

Advantages:

- Simple to start.
- Easy to dissolve.
- Owner makes all management decisions.
- Pay only personal income tax; business entity not taxed separately.

Disadvantages:

- Unlimited liability (owner legally liable for all debts, claims and judgments). Difficulty in raising additional funds.
- No one to share the management burden.
- Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

2. General Partnership:

A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

Advantages:

- Simple to start.
- Fairly easy to dissolve.
- Additional sources of capital from partners. Broader management base.
- More opportunity for each partner to specialize. Tax advantages: no separate income tax.
- Limited outside regulation, compared to a corporation.

Disadvantages:

- Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
- Difficulty in raising outside capital. Divided authority.
- Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
- Difficult to find suitable (compatible) partners.
- One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

3. Corporation:

There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state.

"C" Corporation Advantages:

- Limited liability (as long as you act like a corporation which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- Easier to bring in additional capital. Ownership is transferable.
- Company has continuous, perpetual existence.
- Possible tax advantages (seek adequate advice from a tax professional).
- Gives you more sense of permanence, thus more "weight," in the business world.

"C" Corporation Disadvantages:

- More expensive to organize. Highly regulated.
- Extensive record-keeping requirements.
- Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- Shareholders/Board of Directors may counter your management decisions.

"S" Corporation Advantages

- Filing a Subchapter S election with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- You still maintain the limited liability of a corporation.
- If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

"S" Corporation Disadvantages

- There are some restrictions on "S" corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).
- You must request permission from the IRS to be an "S" corporation, and generally, must maintain the calendar year as your fiscal year.

4. Limited Partnership

In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make known, through filing with the Secretary of state that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the "S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of "up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

5. Limited Liability Company (LLC)

While wearing the corporate form, essentially, an "LLC" is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an "S" Corporation is that other corporations may be owners, and the "LLC" may also hold 100% ownership in subsidiary companies.

Be aware that LLC is a relatively new business form. Legal precedents have not been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an "LLC" you are strongly urged to seek competent, professional legal and tax advice.

FINANCIAL STATEMENT*(Ref. 36 CFR 223.7(e), 36 CFR 251.54(e)(2), Federal Acquisition Regulation 48 CFR 9.104-1.)*

INSTRUCTIONS: Forest Service (FS) requires the respondent to provide the most recent fiscal year financial statement. FS may also request the respondent to provide two additional years of financial data, on a case by case basis. If more space is needed to fully answer any item below, attach additional sheets. False or fraudulent financial reporting on this form is subject to a fine or imprisonment under 18 U.S.C. 1001(a).

1. NAME OF CORPORATION, LIMITED LIABILITY COMPANY (LLC.), PARTNERSHIP, OR PROPRIETORSHIP (include any names the organization/firm operated under during past three years and specify the year operated for each name):

2. STATE
INCORPORATED

3. DATE INCORPORATED

4. ADDRESS OF PRINCIPAL PLACE OF BUSINESS (*with ZIP CODE*)

5. IF PARTNERSHIP, NAMES OR PARTNERS, AND THEIR PARTNERSHIP INTERESTS

6. NAMES, TITLES, AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS, WITH NUMBER OF SHARES OF STOCK OWNED BY EACH

FULL NAME	TITLE	ADDRESS (Number, Street, City, State, and ZIP CODE)	SHARES OWNED

7. REFERENCES (At least three should be given, preferable banks):

Full Name	ADDRESS (Number, Street, City, State, and ZIP CODE)

NOTE: Respondents may submit certified financial statements in lieu of answering PARTS A through C on the next pages. However, respondents must complete either certification statement PART D (1) or PART D (2) at the bottom of the last page.			
PART A. BALANCE SHEET			
	CURRENT YEAR (MO/DA/YR)	PAST YEAR (MO/DA/YR)	THIRD YEAR (MO/DA/YR)
YEAR ENDED			
ASSETS			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			

OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
TOTAL ASSETS			
LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES:			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
TOTAL LIABILITIES			
OWNER EQUITY:			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			

TOTAL OWNER EQUITY			
TOTAL LIABILITIES AND OWNER EQUITY			
PART B. SUPPLEMENTAL DATA			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			
NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):			
PART C. INCOME STATEMENT			
	CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			
NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.			
PART D (1). CERTIFICATION FOR CORPORATIONS, LIMITED LIABILITY COMPANIES OR PARTNERSHIPS			
We, the undersigned, general officers (or members) of _____ (Name of corporation, LLC. or partnership) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of _____ 2 _____.			
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)		DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)		DATE

SWORN TO AND SUBSCRIBED before me this _____ day of _____ (Month/Year).		(Affix Notary Seal)
SIGNATURE	TITLE	
PART D (2). CERTIFICATION FOR INDIVIDUALS I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.		
INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ (Month/Year)		(Affix Notary Seal)
SIGNATURE	TITLE	
<p style="text-align: center;">Burden Statement</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</p> <p>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or at (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.</p> <p>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.</p>		
□ U.S. GPO: 1996-720-508		

FS-6500-25 (V. 01/2014)
OMB No. 0596-0082

PART I - REQUEST

1. TO: Name and Address of Bank or other Lending institutions	2. FROM: (Name and Address of Applicant)
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TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

4. Signature of Applicant	5. Date / /
---------------------------	----------------

<p>6. Does applicant have any outstanding loans?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill Item 7.</p>	<p>10. Is the account less than 2 months old?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, fill in Item 11.</p>
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TYPES OF LOANS	MONTHLY PYMT	PRESENT BALANCE	11. Date account was opened:
Secured			

Unsecured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable
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8. Is applicant's statement in Item 3 correct?
☐ Yes ☐ No If no, fill Item 9.

9. CHECKING BALANCES

CHECKING	SAVINGS
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13. REMARKS:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.	15. Date / /
--	-----------------

False or fraudulent financial reporting on this form is subject to a fine or imprisonment under 18 U.S.C. 1001(a).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. The time required to complete this information collection is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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National Quality Standards for Recreation Site Management and Best Management Practices (Formerly known as Meaningful Measures Standards)

National Quality Standards for developed sites have been established for the Key Measures: Health and Cleanliness, Safety and Security, Condition of Facilities, Responsiveness, Resource Setting. Critical National Standards are identified with an asterisk (*). If not met, the resulting conditions pose a high probability of immediate or permanent loss to people or property.

Key Measure: HEALTH AND CLEANLINESS

- *Visitors are not exposed to human waste.
- *Water, wastewater, and sewage treatment systems meet federal, state and local water quality regulations.
- Garbage does not exceed the capacity of garbage containers.
- Individual units and common areas are free of litter including domestic animal waste.
- Facilities are free of graffiti.
- Restrooms and garbage locations are free of objectionable odor.
- Constructed features are clean.

Key Measure: RESOURCE SETTING

- *Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc).
- Recreation opportunities, site development, and site management are consistent with Recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.
- Landscape character at the developed recreation site is consistent with the Forest scenic integrity objectives.
- Visitors and vehicles do not exceed site capacity.

Key Measure: SAFETY AND SECURITY

- *High-risk conditions do not exist in developed recreation sites.
- *Utility inspections meet federal, state, and local requirements.
- Laws, regulations and special orders are enforced.
- Visitors are provided a sense of security

Key Measure: RESPONSIVENESS

- *When signed as accessible, constructed features meet current accessibility guidelines.

- Visitors feel welcome.
- Information boards are posted in a user-friendly and professional manner.
- Visitors are provided opportunities to communicate satisfactions (needs, expectations).
- Visitor information facilities are staffed appropriately during seasons of use and current information is available.
- Recreation site information is accurate and available from a variety of sources and outlets.

Key Measure: CONDITIONS OF FACILITIES

- Constructed features are serviceable and in good repair throughout the designed service life.
- Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.
- New, altered, or expanded constructed features meet FS design standards and are consistent with an approved site development plan, including an accessibility transition plan.

Public Service Maintenance Standards

The following standards should be met in sites offering services to the public. These standards are necessary to ensure a pleasant recreation experience for the visitor.

Toilets, showers, and dressing areas

- Toilet bowls, risers, seats, seat covers, and urinals free of deposits on surfaces
- Building interiors free of dirt, trash, graffiti, insects (dead and alive), and spider webs
- Floors free of standing water
- Chromeware clean and bright
- Toilet paper, towels, and seat covers (where provided), stocked to last until next day and/or cleaning
- Unpleasant odors (both sewage and chemical) minimized
- All restroom buildings and individual toilet units will be fully open and accessible during the entire operating season to accommodate public service needs.

Toilets and other buildings (exterior)

- Walkways and trails clean and clear of obstructions for public safety and accommodating people with disabilities
- Floor mats clean
- Exterior walls free of graffiti
- Roof generally free of leaves and branches
- Eaves free of wasp nests, bird nests, and spider webs

Toilet vaults

- Vaults not more than three-fourths full
- During pumping, the vaults should be cleaned as thoroughly as possible to help prevent the production of odors.

Tables and benches

- Tops and seats free of dirt, grease, and large carvings
- Under portion free of spider webs, etc.
- Tops, seats, and legs secure and functional

Fireplaces, char-grills, fire rings, and stoves

- No more than half-full of ashes
- All ashes and partially burned wood confined to fireplace or grill
- Grill surface free of grease and food particles at time of ash removal Pedestals and bases straight and secure, and components functional Leftover firewood stacked beside unit.

Garbage cans and depositories

- Plastic liner half-full or less
- Cans clean on the outside; all litter and debris picked up around cans or container

Hand-pumps, fountains, and hydrants

- All units free of grease or residue
- All units secure and drip-free
- Catch basins (drains) free of food particles, soaps, grease, debris, standing water, and functioning properly

Property Insurance Requirements

Property insurance will be required for facilities included in Table 1 in the amount of **\$14,160,153.89** for *functional replacement* of the insured property.

Table 1. Property Insurance Requirements

Item	Subcategory	Building Name	Building ID	Size	Total Cost Replacement Value
Building	Cabin	CRR Studebaker Cabin	C1104	900 sq ft	\$217,512.00
Building	Cabin	CRR Jaguar Cabin	C1105	560 sq ft	\$135,340.80
Building	Cabin	CRR El Dorado Cabin	C1106	720 sq ft	\$174,009.60
Building	Cabin	CRR Hudson Cabin	C1107	274 sq ft	\$66,220.32
Building	Cabin	CRR Buick Cabin	C1108	857 sq ft	\$207,119.76
Building	Cabin	CRR Cadillac Cabin	C1109	724 sq ft	\$174,976.32
Building	Cabin	CRR Hall-Scott Cabin	C1110	563 sq ft	\$136,065.84
Building	Cabin	CRR Thunderbird Cabin	C1111	825 sq ft	\$199,386.00
Building	Cabin	CRR Willys-Knight Cabin	C1112	516 sq ft	\$124,706.88
Building	Cabin	CRR Mercer Cabin	C1113	822 sq ft	\$198,660.96
Building	Cabin	CRR Fleetwood Cabin	C1114	796 sq ft	\$192,377.28
Building	Cabin	CRR Stutz Cabin	C1115	825 sq ft	\$199,386.00
Building	Cabin	CRR Plymouth Cabin	C1116	792 sq ft	\$191,410.56
Building	Cabin	CRR Peerless Cabin	C1117	389 sq ft	\$94,013.52
Building	Cabin	CRR Moon Cabin	C1119	273 sq ft	\$65,978.64
Building	Cabin	CRR Packard Cabin	C1120	825 sq ft	\$199,386.00
Building	Cabin	CRR Barber Cabin	C1121	423 sq ft	\$102,230.64
Building	Cabin	CRR Golden Shell Cabin	C1122	386 sq ft	\$93,288.48
Building	Cabin	CRR Star Cabin	C1123	385 sq ft	\$93,046.80
Building	Cabin	CRR Sunbeam Cabin	C1124	556 sq ft	\$134,374.08
Building	Cabin	CRR Dodge Cabin	C1125	369 sq ft	\$89,179.92
Building	Cabin	CRR Mack Cabin	C1126	366 sq ft	\$88,454.88

Item	Subcategory	Building Name	Building ID	Size	Total Cost Replacement Value
Building	Cabin	CRR White Cabin	C1127	383 sq ft	\$92,563.44
Building	Cabin	CRR Marmon Cabin	C1128	387 sq ft	\$93,530.16
Building	Cabin	CRR Zeroline Cabin	C1129	297 sq ft	\$71,778.96
Building	Cabin	CRR Chrysler Cabin	C1130	268 sq ft	\$64,770.24
Building	Cabin	CRR Ford Cabin	C1131	368 sq ft	\$88,938.24
Building	Cabin	CRR Lincoln Cabin	C1132	333 sq ft	\$80,479.44
Building	Cabin	CRR Pierce Arrow Cabin	C1133	386 sq ft	\$93,288.48
Building	Cabin	CRR Pontiac Cabin	C1134	288 sq ft	\$69,603.84
Building	Cabin	CRR De Soto Cabin	C1135	825 sq ft	\$199,386.00
Building	Cabin	CRR Oldsmobile Cabin	C1136	542 sq ft	\$130,990.56
Building	Cabin	CRR Aristo Cabin	C1140	266 sq ft	\$64,286.88
Building	Cabin	CRR Overland Cabin	C1141	378 sq ft	\$91,355.04
Building	Cabin	CRR Rolls Royce Cabin	C1143	400 sq ft	\$96,672.00
Building	Cabin	CRR Flying A Cabin	C1144	336 sq ft	\$81,204.48
Building	Cabin	CRR Mercury Cabin	C1148	344 sq ft	\$83,137.92
Building	Cabin	CRR Whippet Cabin	C1149	287 sq ft	\$69,362.16
Building	Cabin	CRR De Vaux Cabin	C1150	397 sq ft	\$95,946.96
Building	Cabin	CRR Nash Cabin	C1151	410 sq ft	\$99,088.80
Building	Cabin	CRR Fageol Cabin	C1153	522 sq ft	\$126,156.96
Building	Cabin	Camp Rich Knisley House	C1162	3194 sq ft	\$771,925.92
Building	Garage	Camp Rich Knisley Garage	C1363	480 sq ft	\$76,320.00
Building	Hotel/Motel/Lodge	CRR Motel (Beachside Inn)	C1102	2240 sq ft	\$541,363.20
Building	Hotel/Motel/Lodge	CRR Lodge	C1145	10219 sq ft	\$2,469,727.92
Building	Shed	CRR Lucky 13 Linen	C1339	460 sq ft	\$48,272.40
Building	Store/Restaurant	CRR General Store & Café	C1147	3143 sq ft	\$1,119,410.88
Building	Store/Restaurant	CRR Beacon Restaurant	C1501	2976 sq ft	\$1,059,932.16
Building	Store/Restaurant	CRR Barber Shop	C1558	240 sq ft	\$85,478.40
Building	Store/Restaurant	CRR Ice Cream Parlor	C1590	2016 sq ft	\$718,018.56

Item	Subcategory	Building Name	Building ID	Size	Total Cost Replacement Value
Building	Store/Restaurant	CRR Trading Company	C1591	680 sq ft	\$242,188.80
Building	Store/Restaurant	CRR Sports Center	C1593	1176 sq ft	\$418,844.16
Building	Toilet-Flush	CRR South Campground Bathroom	C1668	594 sq ft	\$299,393.82
Building	Toilet-Flush	CRR R.V. Park Bathroom	C1669	594 sq ft	\$299,393.82
Building	Toilet-Flush	CRR North RR #3	C1670	672 sq ft	\$338,708.16
Building	Toilet-Flush	CRR South RR #1	C1671	672 sq ft	\$338,708.16
Building	Toilet	Badgers Den	TBD	N/A	\$162,801.69
Building	Toilet	Prefabricated Restroom	TBD	N/A	\$200,000.00