

Revised 06-10
Form 10-114

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Cape Lookout National Seashore
Special Use Permit

NAME
ORGANIZATION
ADDRESS
TELEPHONE NUMBER
FAX

Park Alpha Code: CALO
Type of Use: Long Term Parking
Permit #: VEHI15-2500-R-00

is hereby authorized to use the following described land or facilities in the above named area during the period(s) listed on the Long-Term Vehicle Parking Application:

Cape Lookout National Seashore

SUMMARY OF PERMITTED ACTIVITY:

Overnight long-term parking of vehicles and equipment within Cape Lookout National Seashore.

Designated Long-Term Parking Areas on: (Check One)

- South Core Banks at Cape Lookout
- Great Island
- North Core Banks at Long Point

(The attached conditions are an integral part of this permit and agreement)

Authorizing legislation or other authority: NPS Director's Order 53. 36 CFR §2.10; 36 CFR part 4 §1

NEPA Compliance:	CATEGORICALLY EXCLUDED	EA/FONSI	EIS	PEPC #	OTHER	GMP
APPLICATION FEE	Received	Not Required	Amount \$	<u>WAIVED</u>		
PERFORMANCE BOND:	Required	Not Required	Amount \$			
LIABILITY INSURANCE:	Required	Not Required	Amount \$	<u>(per State Law)</u>		
COST RECOVERY:	Required	Not Required	Amount \$	<u>15.00 per week or portion thereof</u>		
FACILITY USE FEE:	Required	Not Required	Amount \$			
LOCATION FEE:	Required	Not Required	Amount \$			

ISSUANCE of this permit is subject to agreement of the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE _____
Signature Date

Authorizing NPS Official _____
Signature Patrick M. Kenney Superintendent Date

Authorizing NPS Official _____
(additional if required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other federal, state, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the suspension or revocation of the permit. Permittee will reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with a terminated permit.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount required by North Carolina Department of Motor Vehicles (DMV) laws and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
9. Permittee agrees to deposit with the park a bond in the amount of \$ 0.00 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional

costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.

11. The permittee represents and it is a condition of acceptance of this permit that, pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
12. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
13. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

Cape Lookout National Seashore
APPENDIX
SPECIFIC PARKING PERMIT CONDITIONS
INSTRUCTIONS & APPLICATION

- A. All requirements of this authorization must be completed prior to operating within park boundaries. The Permittee and all participants authorized herein must comply with all of the conditions of the authorization including all exhibits or amendments or written directions of the Superintendent. This authorization is applicable only for the specific vehicle as stated on application page of this permit.
- B. The Permittee or his/her designated representative is responsible for understanding the obligations of this authorization including the rules and regulations pertaining to the use of resources (36 CFR, chapter 2).
- C. All vehicles and recreational equipment left in the park unattended must display a valid parking permit decal and must be parked in one of the National Park Service's designated long-term parking areas. All property left unattended for more than 24 hours elsewhere in the park may be considered abandoned property. (36 CFR §2.22(2))
- D. A parking permit will be issued only to the owner or immediate family member of the permitted vehicle or equipment. Permits will not be issued to dealer or rental plates. No transfer of permits allowed without prior approval of the Superintendent.
- E. Refunds - Fees will not be refunded for any reason (for example: permit revocation, park closures due to emergency conditions or lack of ferry operations). Fees are not transferable (for example: from one timeframe to another or from one person to another).
- F. Placement of the Parking Permit Decal - The decal issued through this permit must be firmly attached and prominently displayed on the vehicle for which it is issued. The decal must be clearly legible and affixed to the left front bumper of full-sized vehicles, or if an ATV, on the left side of the fuel tank. Trailers and other equipment shall have the decal attached to the left front.

G. Motor Vehicle Regulations: It is important to note that in addition to the conditions of the permit, National Park Service regulations posted at 36 CFR, section 1-7, seashore specific driving rules documented in the Superintendent's Compendium and North Carolina Motor Vehicle Codes will be enforced. The Permittee and/or any operator must possess a valid state driver's license. And meet all requirements of safe vehicle operation per NC DMV law.

For example: Superintendent's Compendium (2010), §1.5(a)(2)(d) states the following are prohibited:

2. (Interim rule pending completion of the ongoing Off Road Vehicle Management Plan):
"Operating an ATV without a DOT approved helmet".
3. "Operating any motor vehicle, including an ATV/UTV, without possession of a valid state driver's license, and by anyone under the age of 16".

H. Vehicle Registration and Safety Inspection:

- a. The vehicle must continuously meet North Carolina vehicle registration and safety inspection requirements as if operated on State highways, even while stored.
- b. Current license plate(s) and safety inspection shall be attached to the vehicle in accordance to the laws of the State in which the vehicle is registered at all times, while at the seashore. Vehicles equipped with dealer tags will not be issued a parking permit.

I. Camping in Lots - Camping (including vehicle camping); is prohibited within all long term parking lots.

J. Any storage of fuel in external containers must be secured and in approved containers for the type of fuel being stored.

K. All trash and garbage generated by the Permittee will be carried out of the Park by the Permittee. Containers will have lids to prevent dispersal. Any loose trash should be collected for removal from park.

L. Vessels or vehicles used in conjunction with this Authorization shall not impede the flow of normal or emergency traffic.

M. Nothing authorized under the conditions of this Special Use Permit will allow the Permittee or his representatives to threaten or prevent the enjoyment of other visitors using the national seashore.

N. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of. No clearing of natural features including vegetation is allowed without prior consent of the Superintendent.

O. Non-Exclusive Authorization - This authorization shall not be construed as limiting the obligation of the Superintendent to issue similar authorizations at the request of all other persons seeking to conduct the same or similar activities in the area.

P. Special Requirements - Emergency Conditions:

- a. The Permittee must return to the National Seashore and remove his/her vehicle and equipment from the park at the earliest notice of the possibility of a major storm threat to coastal North Carolina, or as directed by the Superintendent.
- b. The National Park Service is not responsible for securing vehicles and/or personal possessions left at the long-term parking area during Permittee's absence. All vehicles shall be left in a secured condition in order to readily evacuate prior to a major hurricane or other catastrophic event. It is the Permittee's responsibility to secure the vehicle and its contents, or to remove it from the island and store it until the emergency concludes. Each Permittee is required to keep informed of tropical

storm activity along the Atlantic Coast and respond appropriately to retrieve personal property in a timely manner prior to implementation of Federal evacuation procedures. The National Park Service will make every effort to ensure visitor's personal safety, BUT NOT the safety of personal property.

- c. In the event that a sudden storm causes overwash to move or bury the Permittee's vehicle or equipment, the Permittee will return to the national seashore and remove his/her vehicle and equipment on a schedule acceptable to the Superintendent and restore or repair the damage to park resources to the satisfaction of the Superintendent.
 - d. In the event of a storm incident in which the Permittee does not remove his/her vehicle or equipment from the banks prior to the closure of the park, the National Park Service reserves the right to remove by any means necessary any vehicle or equipment which remains in the park in violation of §c (directly above), or has become a health or safety hazard. The National Park Service will not be held liable for any damages that may occur by such removal. The permittee will be financially liable for any removal costs incurred by the National Park Service and may be billed for such costs as well as any environmental cleanup costs.
- Q. Accidents - Any accident resulting in personal injury, death or property damage (including authorized vehicles), shall be reported to the Superintendent as soon as possible and in no event longer than 24 hours after the incident (36 CFR 2.33, 3.4 and 4.4).
- R. Towing and Storage - The Permittee understands and agrees that either with or without prior notification by the National Park Service, the vehicle under this permit may be towed off of the national seashore and stored at the Permittee's expense for any of the following concerns:
- a. Expired or missing license plate and/or sticker
 - b. Missing or improperly located permit decal
 - c. Expiration or revocation of the long-term parking permit
 - d. Emergency conditions, including storm recovery
 - e. Vehicles leaking any fluids
 - f. Environmental protection concerns
- S. Although every reasonable effort will be made to contact the Permittee if a vehicle is to be towed and/or stored off the island, the Permittee agrees that the National Park Service is not obligated to inform the Permittee before such action is taken.
- T. Permittee further agrees that the National Park Service is not responsible for any property loss incurred during towing and/or storage of the permitted vehicle, including contents.
- U. Revocation - The Permittee understands and agrees that this permit may be revoked for violating any permit condition or park regulation. The Permittee may not be eligible to apply for another permit in the future.
- V. Permit Expiration - the National Park Service is not required to notify Permittees when their parking permits expire. If permit expires while vehicle or equipment is in long-term parking area, the Permittee will be subject to a Violation Notice (a ticket) and fine of \$150 up to \$5000, in addition to permit fees and towing fees.
- W. It is the Permittee's responsibility to notify the National Seashore of any extenuating circumstances regarding this permit.
- X. The Permittee shall be liable for any damages to any Government property resulting from these activities.

Y. The Permittee may not lease, rent, or accept any type of compensation by another party in return for the use of any permitted vehicle to be used on the seashore, under this permit.