

NPS Form 10-930
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 NEW 10/00
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National Park Service
 Independence National Historical Park
 Special Events Office
 143 South 3rd Street
 Philadelphia, PA 19106
 Phone: 215-597-9205 Fax: 215-597-0042



Application/Permit for Special Events and Public Assemblies

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information. A permit will be issued within 10 days of receipt of a fully executed application that includes all of the requested information. A non-refundable processing fee of \$75.00 should accompany this application unless the requested use is an exercise of a First Amendment right. Your permit may require the payment of cost recovery charges, and proof of liability insurance. Return of this form signed by the park superintendent along with applicable Terms and Conditions constitutes an approved permit. Your signature and acceptance of the permit certifies your understanding and acceptance of all terms and conditions applied to it.

Applicant Name:	Organization Name:
Social Security #:	Tax ID #
Street/Address:	Street/Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone #:	Telephone #:
Cell phone #:	Cell phone #:
Fax #:	Fax#:
E-MAIL ADDRESS:	

Description of Proposed Activity (attach additional pages if necessary): _____

Requested Location: _____

Date (s): _____

TIME(S):			
Event set up will begin	Event will begin	Event will end	Removal will be done:

Maximum Number of Participants: _____ (Please provide best estimate)

Support Equipment (List all equipment that will be used during event and setup requirements, provide diagram if necessary. The NPS does not provide any equipment): _____

Support Personnel (contractors, etc. including addresses and telephones): _____

Individual in charge of event on site (include address, telephone and cell phone numbers): _____

Is this an exercise of First Amendment Rights? Y N

Are you familiar with/ have you visited the requested area? Y N

Do you plan to advertise or issue a press release? Y N

Will you distribute printed material? Y N

Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (if yes explain on separate sheet) Y N

Will you require electrical power for the event? Y N

If yes, describe power requirements. _____

GENERAL PERMIT CONDITIONS

All park permits are issued by the Special Events Office, 143 South Third Street, Philadelphia, PA 19106. Telephone: (215) 597-9205, Fax: (215) 597-0042, E-mail: inde_permits@nps.gov

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 permit 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 immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
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. 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.
9. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
10. As a condition of acceptance of this permit by the permittee and 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."
11. 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.
12. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
13. Special events such as public spectator attractions, ceremonies and commemorative programs are managed and regulated under 36 CFR § 2.50, DO/RM-53 and Independence National Historical Park Superintendent's Compendium.
14. A non-refundable application charge of \$75.00 is due at the time of submission of a special event permit. Checks are to be payable to Independence National Historical Park. In addition to the application charge, the Permittee will be billed for all costs associated with the permit. The Permittee may be required to deposit with the park a bond 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. The Superintendent may reduce or waive fees for projects that provide benefit to the NPS.
15. First Amendment activities such as public assemblies, meetings, gatherings, demonstrations, parades and other public expressions of views and opinions are managed and regulated under 36 CFR § 2.51, DO/RM-53 and Independence National Historical Park Superintendent's Compendium. Activities associated with the exercise of these rights will be reasonably regulated to protect legitimate government interests. Therefore, the Superintendent may regulate such aspects of First Amendment activities as the time, place and manner where they are conducted in order to protect park resources. When the requested use is a right involving access to park land for the exercise of First Amendment rights including freedom of assembly, speech, religion and press, there will no requirement for fees, cost recovery, bonding or insurance. No permit shall be issued for a period in excess of 14 consecutive days, provided that permits may be extended for like periods, upon a new application, unless another applicant has requested use of the same location and multiple occupancy of that location is not reasonably possible. Demonstrations involving 25 persons or fewer may be held without a permit provided that the other conditions required for the issuance of a permit are met and provided further that the group is not merely an extension of another group already availing itself of the 25-person maximum under this provision or will not unreasonably interfere with other demonstrations or special events.

Individuals and small groups who take advantage of the permit exception may make use of hand-carried signs, but not stages, platforms, or structures.

16. In a Memorandum dated October 24, 2007, the NPS Director stated that “parks are not mere billboard venues, unattended signage is not allowed.” Consistent with this guidance, and in the interest of preserving the rights of persons engaged in personal expressive activity protected under the First Amendment of the United States Constitution, the use of message bearing signs and displays may be used in conjunction with public assemblies, vigils, rallies, demonstrations, religious activities and other forms of public expression provided that a Special Use Permit has been issued and approved by the park Superintendent. All such signs and displays are to be attended at all times. “Attended” is defined as an individual being on-site within arm’s reach of the sign or display. Unattended signs will be collected and disposed of as refuse.
17. The sale of merchandize in the parks is prohibited by 36 CFR § 5.3, except for the sale of printed matter as defined in 36 CFR § 2.52, and Special Directive 95-11. The sale or distribution of printed material is allowed within certain park areas provided that the Superintendent so has issued a permit to do, and provided further that the printed material is not solely commercial advertising. Commercial notices or advertisements shall not be displayed, posted or distributed on park property. Printed matter will be limited to message-bearing textual printed material such as books, pamphlets, magazines and leaflets whose primary purpose is the advocacy, definition or explanation of a group's or individual's political, religious, scientific or moral beliefs. All other forms of merchandise, including posters, coffee mugs, audio tapes, DVDs, video tapes, T-shirts, hats and other clothing articles, may **not** be sold under this regulation. Permits issued for the sale or distribution of printed matter will be valid for no more than 14 consecutive days and will be exempt from the application fee requirement.
18. This permit 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, or death to any person or damage to property of any kind whatsoever, whether to the person or property of the Permittee, 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 permit 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.
19. With the exception of those permits issued for First Amendment events, all permit holders are required to carry a general liability insurance policy 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. Such insurance shall be in the amount of \$1,000,000.00 unless otherwise specified. The *Certificate Holder* on the policy must read as follows: United States of America, Independence National Historical Park, 143 South Third St., Philadelphia, PA 19106. Proof of insurance must be submitted prior to the date of the permitted event. The permit holder’s signature on this permit attests to the fact that insurance is in place as stated on the Certificate on the dates the permit is approved for. If for any reason the insurance is cancelled prior to the approved permit dates, it is the responsibility of the permit holder to immediately notify the park’s Special Events Office at 215-597-9205.
20. The Permittee will take special care to prevent damage to park resources. The Permittee will be held liable to for any damage to park property arising out of this permit.
21. Eating and drinking is prohibited in park buildings, unless authorized in the special permit conditions. Smoking is prohibited in all park buildings.
22. The use of any device or prop that utilizes smoke, gas or an open flame is prohibited within the historic

buildings in the park. With the exception of candles used in conjunction with outdoor vigils, lighting or maintaining a fire on park property is prohibited. Candles used in conjunction with vigils must be contained in fireproof receptacles.

23. Parking on park property is prohibited. All loading and unloading must be done from the curb. Permittees setting up on Block 2 of Independence Mall (block within the boundaries of 5th and 6th Streets and Arch and Market Streets) may load and unload onto the site from Fifth Street at the driveway entrance. No motorized vehicles of any sort are permitted off of the 5th St. driveway. Permittees requiring vehicle access to the site for loading and unloading must request and receive authorization to do so on the Permit Application.
24. The permit is only for use of the specific area and time period designated on the permit. Issuance of a permit does not guarantee exclusive use of an area or building. The area for which the permit is issued will remain open to the public during park visiting hours. Permit activities must not interfere with park visitors, business operations with park issued Commercial Use Authorizations or interpretive programs.
25. Public address systems and sound amplification equipment shall not be allowed unless prior permission has been requested and approved on the application/permit. If approved, audio amplification must not interfere with interpretive programs, authorized business operations or visitor activities.
26. The consumption of alcoholic beverages or the possession of a receptacle containing an alcoholic beverage which is open, or whose seal is broken, is prohibited unless prior permission has been requested and approved on the application/permit.
27. The solicitation or collection of donations is prohibited on park property. Fundraising events may be approved provided that the collection of pledges and donations takes place off-site.
28. If an event requires electrical power, prior special arrangements must be made. The Permittee must supply cables or extension cords as well as matting to cover them. All electrical connections must be inspected and approved by park personnel before the power will be turned on. Power may be turned off at any time at the discretion of the National Park Service. Permittees may supply their own electricity through the use of a generator with prior written permission of the park Superintendent. Generators must be grounded, accompanied by a 10 pound ABC type fire extinguisher and are subject to inspection by the park electrician.
29. Wedding ceremonies conducted in the park require a permit approved by the park Superintendent. Wedding ceremonies may only be conducted in the Magnolia Garden or the Rose Garden. Such ceremonies are limited in duration to two hours. Total guests cannot exceed 35, with a maximum of 20 chairs. Food, beverages, tents, live music or the use of amplified sound systems are not permitted.
30. Sale of food items must comply with NPS Director's Order #83 (relevant portions provided as attachment), Philadelphia City and Pennsylvania State regulations pertaining to the operation of a temporary food installation and the U.S. Public Health Service Food Code.
31. Permittees must provide the NPS with a complete list of equipment they plan to use on site. The NPS must give prior approval for the use and setup of the equipment. No equipment (tents, stages, etc.) which could cause undue damage to the landscape will be permitted. The approved permit provided to the Permittee will include a site plan indicating where the approved event is to take place, and where equipment is to be setup. Equipment may not be left on site unattended. The Permittee is responsible for the security of all equipment. Under certain circumstances and with advance approval of the National Park Service (NPS) the Permittee may be allowed to hire private unarmed security guards to guard the equipment used on site.
32. No tent is allowed on the site for more than 48 hours without the Superintendent's prior approval. No tent flooring is permitted without the approval of the Superintendent. Tents must be installed by use of weighted

ballast rather than ground penetrating devices. Tent material and installation must comply with National Fire Protection Association (NFPA) Standard 102.

- 33. Staging material and installation must comply with NFPA Standard 102.
- 34. The number of persons permitted on the permitted site will be determined by the scope of the setup, the nature of the event, volume of park visitors at the time and other permitted activities taking place. No permit activity may take place within 20 feet of a park building entrance or exit or within 12 feet of any street corner.
- 35. Nothing is to be tied to, strung from, leaned against or cause damage to the building, light poles, trees or shrubbery.
- 36. Height restrictions: The landscaping design plan for Block 1 (block within the boundaries of 5th and 6th Streets and Market and Chestnut Streets) and Block 2 (block within the boundaries of 5th and 6th Streets and Arch and Market Streets) of Independence Mall was principled around the intent of maintaining an unobstructed viewshed between the National Constitution Center and Independence Hall. In support of this plan a height restriction of 15' is imposed on any temporary structure or display on Independence Mall. The superintendent may grant exceptions to temporary structures or displays that are situated off the center axis which do not obstruct the viewshed.
- 37. Commercial notices and advertisements may not be displayed, posted or distributed on park property. The distribution or give-away of a commercial products may be allowed only if it is something that is not distributed solely for promotional purposes and the superintendent determines that the item is desirable and necessary for the convenience of the public. Commercial and corporate sponsors for events may be recognized with text, logos or both, but the text and logos must appear in conjunction with the event's promotional material and may not be larger than one third the size of the event promotion's text and logo. All such communication materials (banners, flyers, signs, posters, etc) must be submitted to the park's Special Events Coordinator for approval in advance of the event. Communication materials that exist largely for the recognition of sponsors are not permitted. Soliciting personal information such as names, addresses, telephone numbers, zip codes, etc., or any other such information which may be used for future solicitation or marketing purposes, is strictly prohibited.
- 38. Permit holders are responsible for informing contractors and suppliers (tents, staging, audio equipment, etc) of relevant permit terms and conditions that apply to the services they provide on the event site.

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 I hereby state that the above information given is complete and correct and that no false or misleading information or false statements have been given. All estimates are reliable to the best of my knowledge and I have the full authority to represent the applicant entity and the project described above. I further agree to abide by all terms and conditions ascribed to this permit.

Signature: _____ **Print Name:** _____ **Date:** _____

Approved By: _____ **Date:** _____
Signature of Park Representative Title

APPROVED LOCATION (site plan attached): _____

Information provided will be used to determine whether a permit will be approved. Completed application must be accompanied by an application fee if applicable, in the form of a check or money order in the amount of **\$75.00** made payable to **Independence National Historical Park**. Application fees are non-refundable. This completed application should be mailed to the park address found on the first page of this application.

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FOR AGENCY USE ONLY:

FEES: Application Fee: \$ _____ **Paid** _____ **Exempt** _____ **Waived** _____

Cost Recovery: Applied _____ **Exempt** _____ **Waived** _____

Liability Insurance (Required/Received): _____

NOTICES

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees by the National Park Service (31 U.S.C. 7701) Information from the application may be transferred to appropriate Federal, State, local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement: This information is being collected subject to the Paperwork Reduction Act (44 U.S.C. 3501) to allow the park manager to make a value judgment on whether or not to allow the requested use. All applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240