

National Park Service



SPECIAL USE PERMIT



Valles Caldera National Preserve
P.O. Box 359
Jemez Springs, NM 87025
575-829-4100, ext. 4

Name, Company/Organization, Street Address, City, State, Zip Code, Country, Telephone Number, Cell Phone Number, Park Alpha Code, Type of Use, Livestock Grazing, Permit #, NPS Coordinator: Brenda Montoya, Email Address

Is hereby authorized to use the following described land or facilities in Valles Caldera National Preserve (VCNP): Rincón de los Soldados and Valle de los Posos for the purpose of livestock grazing, subject to the conditions described in this permit.

The area must be restored to its original condition at the end of the permit.

The permit begins at [] am [] pm on June 1, 2020 The permit expires at [] am / [] pm on September 30, 2020

SUMMARY OF PERMITTED ACTIVITY:

Livestock grazing up to [ENTER NUMBER] Animal Units per Month (AUM) for the length of the grazing period, in the Rincón de los Soldados and Valles do los Posos, subject to rotation grazing between the two grazing locations. Grazing period will end on September 30, 2020.

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

Authorizing legislation or other authority
16 USC 698v-11(b)(6); 16 USC 698v-11(c)(3)(B)

Table with 4 columns: Fee Name, Status (Received/Not Required), Amount, and Notes. Includes Application Fee, Performance Bond, Liability Insurance, Cost Recovery, Location Fee, and Entrance Fee.

Signature lines for PERMITTEE, Authorizing NPS Official, and additional NPS Official, with Title and Date fields.

CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

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. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. 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 revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
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. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. 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, injuries, or death to any person or persons or 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.
9. The 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 of **\$1,000,000.00** per Occurrence, **\$2,000,000.00** Aggregate and underwritten by a United States company naming the United States of America as **additional 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.
10. The permittee agrees to deposit with the park a bond in the amount of **\$10,000.00** 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.
11. 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.

12. The person(s) 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 available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
13. Nothing herein contained shall be construed as binding the National Park Service (NPS) to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. 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.

EMERGENCIES AND INCIDENTS

15. Emergency procedures: The permittee will immediately report life-threatening incidents, whether involving the permittee's group or other parties, by calling a 911 operator. The park is located in Sandoval County at 39201 NM-4 or Mile Marker 39.
16. Reporting accidents/injuries: The permittee is required to formally report all incidents involving an accident, collision, fire, or injury within twenty-four (24) hours to Valles Caldera Law Enforcement staff through NPS Glen Canyon dispatch at 928-608-6301, regardless of the extent of damages.

PARK-SPECIFIC CONDITIONS

General

17. The use of unmanned aircraft (drones) is prohibited. The airspace over the park is regulated and administered by the Federal Aviation Administration (FAA). A minimum 500 foot Above Ground Level (AGL) is required for all aircraft. All aircraft are prohibited from landing in the park.
18. This permit does not grant permission to enter any closed areas.
19. Vehicles must stay on the established roadways and parking areas. The permittee must adhere to all speed limits and traffic conditions. Off-road travel is prohibited. Motorized wheeled vehicles and/or carts of all types are prohibited on trails. Vehicle access on unpaved roads may be restricted following weather disturbances to prevent damage.
20. This permit does not grant exclusive use of an area. Parking lots and pullouts utilized will not interfere with use of same area by visitors. No more than one half of any lot or pullout may be occupied by the permittee, with free traffic flow for visitors remaining unhindered through the entire lot. Disrupting or stopping vehicle traffic longer than twenty (20) minutes is prohibited. Traffic control is required and will be managed by NPS personnel.
21. The permittee is responsible for the daily off-site removal of any trash and/or garbage accumulated during the activity.
22. Collection of plants, minerals (including obsidian), antlers, and cultural artifacts is strictly prohibited. Natural and cultural features will not be disturbed, damaged, altered or removed from the park. This includes cutting, tying and/or removing vegetation. Wildlife will not be molested, harmed, disturbed, or fed. Photographing/filming of wildlife is permitted only when wildlife is viewed in its natural state.
23. Digging, excavation, or other disturbance to the ground surface is prohibited without prior authorization from the Superintendent.
24. The use of campfires in the park is prohibited.
25. The permittee is responsible for any cleanup costs required as a result of spills or accidents resulting from activities during the permit. The permittee is also responsible for any costs and charges associated with the restoration of the resource due to disturbed natural, cultural, and/or historic resources. Cleanup will be conducted in accordance with all applicable federal and state environmental laws.
26. The use of live plants from outside the park area is prohibited.
27. Government equipment may not be loaned, rented or diverted from normal use for the purpose of the permit.

28. With the exception of service animals, all domestic animals and pets are prohibited in backcountry areas and on hiking trails. Pets on leash are permitted on the following front-country hiking trails: Coyote Call, La Jara, and Valle Grande trails.
29. The park entrance gate is open from 9:00 am - 5:00 pm during winter hours (October – May) and 8:00 am - 6:00 pm during summer hours (May – October). Entry and/or exit to/from the park outside of these hours will be coordinated with the NPS permit representative. Some delays may be experienced entering or leaving the park after normal operating hours.

Livestock Grazing

30. The permittee shall adhere to all requirements, stipulations, and conditions described in the park's January 2020 livestock operations plan.