

## **Example of Commercial River Running Stipulations**

### **RIVER OUTFITTING IN DESOLATION, GRAY AND LABYRINTH CANYONS SPECIAL RECREATION PERMIT STIPULATIONS**

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Name of Company: Adventure River Trips

Special Recreation Permit Number: UT-070-09-000

SRP Valid from: March 1, 2009 to February 28, 2019

Activities authorized by this SRP: River running, camping, hiking.

Areas of authorization: Green River, Desolation Canyon, Gray Canyons.

Post Use Report Due: November 15 each year

Minimum Insurance Requirements: \$500,000 per occurrence / \$1,000,000 annual aggregate.

Fee Formula: The greater of \$95 or 3percent of gross revenue.

Deductions or discounts applicable: None

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#### **BLM National Terms and Stipulations**

- a. The permittee shall comply with all federal, state, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit. The permittee shall ensure that all persons operating under the authorization have obtained all required federal, state, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, or spectators under the permittee's supervision.
- b. A Special Recreation Permit authorizes special uses of the public lands and related waters as specified in the permit. Should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate a SRP if necessary to protect public resources, health, safety, the environment, or because of noncompliance with permit stipulations. Failure to comply may result in criminal, civil, and/or administrative actions (probation, suspension, cancellation). Administrative actions by the BLM to suspend or terminate a SRP may be appealed.
- c. No value shall be assigned to or claimed for the permit, or for the occupancy or use of federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.
- d. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- e. The permittee or permittee's representative may not assign, contract, or sublease any portion

of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, the authorized officer may approve contracting of equipment or services in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services for any one trip and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit. The following prohibited activities are considered indication of a violation of this stipulation:

- (a) a third party advertisement used to book a trip does not clearly indicate that the trip will be operated by the company holding the permit,
- (b) the booking agent or advertiser provides both passenger transportation to the launch point and equipment used on the river,
- (c) the booking agent or advertiser provides more than half of the rafts, dories, or pontoon boats used on the river,
- (d) more than two (2) representatives or employees of the booking agent or advertiser (employed during the same calendar year) act as guides or crew on the river during a trip. Such representatives or employees must constitute less than 50 percent of the crew,
- (e) a trip is represented to the participants as being conducted by other than the permittee,
- (f) equipment (to be used on the river), vehicle or guide clothing at the launch site carries the name, markings, or logo of the booking agent or advertiser involved with the trip (this does not apply to booking agents who are permitted outfitters on the river segment),
- (g) the passengers and crew are not covered by the insurance carried by the permittee.

f. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the commercial SRP fee as a special federal users' tax, this amount must be included in the trip price. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.

g. The permittee must assume responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, abandoned mines, land-slides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility.

h. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.

i. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.

j. The permittee, or a representative thereof, must present or display a copy of the SRP to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee, or a representative thereof, must display a copy of the permit or other identification tag on equipment used during the period of authorized use.

K. The permittee shall notify the authorized officer of any accident which occurs while involved in activities authorized by this permit which results in: death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by state law). Reports should be submitted within 48 hours in the case of death or injury, or 10 days in accidents involving property damage.

## **BLM Utah Terms and Stipulations**

### **A. General**

(1) Permits issued for more than one year are subject to annual validation. To secure validation the permit holder must:

(a) have performed satisfactorily under the terms and conditions of this permit and be in conformance with applicable federal, state, and local laws, ordinances, regulations, orders, postings, and written requirements applicable to the area and operation covered by the permit,

(b) ensure that all persons operating under the permit have obtained all required federal, state, and local licenses or registrations,

(c) have on file, with the office issuing the permit, current insurance identifying the U.S. Government as additional insured as specified in stipulation C, and

(d) have no outstanding, past due, or unpaid billing notices.

(2) Permittees may not leave unattended personal property on public lands administered by the BLM for a period of more than 48 hours without written permission of the authorized officer, with the exception that vehicles may be parked in designated parking areas for up to 14 consecutive days. Unattended personal property is subject to disposition under the Federal Property and Administrative Services Act of 1949 as amended.

(3) The permit only authorizes the use for the activity, the time(s) and in the area(s) specifically described above.

(4) The permittee must maintain on file with the BLM a current and correct list of employees who will be conducting services for the company on public land. Persons providing services

under this permit must be an employee of the permittee.

(5) Placement of caches of supplies and food or equipment for future trips is not allowed unless specifically authorized.

(6) The permittee must allow BLM representatives to complete permit checks to determine the validity of the permit, ascertain the group has a copy of the permit, all required equipment, and to orient trip participants about the use of public lands and safety.

(7) The permittee, in his advertisements, signs, statements, circulars, brochures, letterhead, and like materials, oral, electronic, and written, must not misrepresent in any way either the services provided, the status of the permit, or the area covered by the permit. Review of advertising may be required by the BLM. The permittee shall not use advertising that attempts to portray or represent his activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a federal user's tax in an itemized customer billing. Advertised and actual rates will represent the total cost of trips including permit fees. Special area fees may be shown as a separate fee on customer billings.

## B. Financial

(1) The permittee must submit a post use report (see Appendix A) 30 days after the last use of the permit in a calendar year, or as agreed upon with the field office administering the permit. Alternative reporting arrangements may be established by written agreement with the authorized officer. An extension of this due date may be approved by the issuing office on a case-by-case basis. The report must contain a trip-by-trip log of: trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. In reporting gross receipts, the outfitter will report all payments made by the customer, with the only exception being retail sales of durable goods that remain the property of the customer and have an expected service life extending beyond the guided activity. The request for deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must also be submitted at this time. Requests for transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

(2) The permittee must submit a Post Use Report to the authorized officer for every year the permit is in effect. If the post use report is not received by the established deadline (see above) the following late fee schedule will be initiated:

- More than 15 days but less than 30 days after the due date: \$125
- More than 30 days after the due date, but less than 45 days: \$250

Post use reports submitted more than 45 days after the due date may result in criminal, civil, and/or administrative action to protect the interest of the United States.

(3) The permittee must maintain the following internal accounting records pertaining to the permit:

- (a) W-2 records or similar records of employment for all employees conducting trips under the permit,
- (b) records of all financial relationships with booking agents or advertisers,

(c) records of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source on trips conducted under the permit, and

(d) records of all payments made by the permittee and claimed as a deduction in the permittee's fee submission.

The BLM retains the right to verify permit compliance from the books, correspondence, memoranda, and other records of the permittee, and from the records pertaining thereto of a proprietary or affiliated company during the period of the permit and for 3 years thereafter regardless of physical location.

### C. Insurance

(1) At a minimum, the permittee shall have in force public liability insurance in the appropriate amount as shown on page one.

(2) The policy shall state that the insurance company shall have no right of subornation against the United States of America.

(3) Such insurance must name the United States Government as additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States.

(4) The policy shall stipulate that the authorized officer of the BLM shall be notified 30 days in advance of the termination or modification of the policy.

(5) The permit is not valid unless the permittee maintains a current authenticated certificate of the required insurance on file with the office issuing the permit.

(6) The permittee shall indemnify and hold harmless the United States against any responsibility or liability for damage, death, injury, or loss to persons and property which may occur during the permitted use period or as a result of such use.

(7) The permittee shall furnish a copy of the insurance policy directly to the authorized officer.

(8) The name of the insured on the insurance policy must be the same as the name on the permit. Those permittees holding insurance policies which only insure the permittee and not the permittee's employees must ensure that their employees also have the required insurance in effect, and that a certificate of insurance is furnished to the authorized officer.

(9) For multi-year permits, the insurance policy must be provided the first year, but on each subsequent year the authorized officer may accept a valid certificate of insurance.

(10) The insurance need only be valid during periods of actual use.

#### D. Marking of Outfitter Equipment

Every street-legal motor vehicle used to transport clients or equipment shall be marked with at least one sign, decal, or placard on each side of the vehicle. The sign shall at a minimum include the company name and the city and state where the permittee is headquartered. Information must be readable from a distance of 50 feet.

Written notice of intent to use vehicles and boats with outfitter markings (company names, logos, etc.) other than those of the permit holder (or another outfitter permitted on the river segment) must be made to the BLM office administering the river segment at least 1 day prior to the scheduled launch date. If the markings are those of an outfitter not permitted on the river segment, the markings of equipment used on the river must not be visible while on the river.

#### E. Pre-Trip Itinerary

The ***Notification of Proposed River Trip and Affidavit of Use***, shall be filed with the BLM launch representative. If a BLM representative is not present, the completed affidavit must be submitted to the Price Field Office within 15 day of the launch date. The affidavit will serve as the official record of river trips.

#### F. Environmental and Resource Protection

All trips must conform to *Leave No Trace* principles.

(1) For all trips, the permittee must have a toilet system that allows for the proper carry-out and disposal of solid human body waste that is adequate for the size of the group and length of the trip. Toilets must be accessible for use by passengers and crew at all sites except in developed locations where public restrooms are provided. In locations remote from a permittee's boat, solid human waste must be cat holed in a sunny location in bare soil or carried out (unless otherwise stipulated). Toilet paper must be carried out and not buried or burned.

(2) Cans, rubbish, and other trash shall not be discarded, buried, or dumped on public lands or related waters. Wet garbage such as egg shells, orange peels, leftover solid food, bones, melon rinds, etc., must be carried out. Trash cleanup at campsites and day use areas will include all litter or discarded items including small items such as bottle caps and cigarette butts.

(3) Washing or bathing with soap is not permitted in tributary streams, springs or other natural water sources. Dishwater must be strained prior to dispersal. Dishwater and bathwater may not be dumped within 100 feet of streams, springs, or other natural water sources. Only biodegradable soap may be used. All water based wastes (urine, dishwater, etc.), if not hauled out for disposal, must be deposited into the main current of the Green River.

(4) The permittee will be responsible to ensure that historical, archaeological, cultural, or ecological values are not damaged, destroyed, or removed by any participants on authorized trips. Unless specifically authorized, collection of plants, rocks, fossils, artifacts, shed antlers, animals or parts of animals is prohibited. Permits for such collecting are issued separately outside of this Special Recreation Permit.

(5) The permittee must conduct operations authorized by the permit in accordance with applicable BLM management plans and the permittee's own operating plan submitted to the

BLM in support of this permit.

(6) The number of participants on any trip, including guides, may not exceed the number specified in the permittee's operating plan and approved permit. The exception to this requirement is over-the-road bus tours using state and federal highway and class B county roads. Maximum trip sizes are as follows:

(a) Desolation Canyon, 25 passengers plus crew. Crew limitations are as follows:

(i)--up to 1 crew per passenger carrying craft,

(ii)--up to 2 additional crew, (includes individuals who provide specialized client instruction (e.g., archaeologist, geologist, ecologist, outdoor skills, etc.), interpretation, training, or other paid services), who must be involved in providing outfitter services,

(Note: musicians, booking agents accompanying tours, leaders of organized groups, guests of the crew, and other similar individuals not providing outfitting services are passengers)

(iii)--additional crew, above those allowed under number (i) and (ii) above, on non-training trips can only be added by reducing the number of passengers below 25 on a one crew per passenger basis; and

(iv)--permittees may request additional crew for training purposes for trips with fewer than 25 passengers; employees being trained will not be counted toward passenger day ceilings.

(b) Labyrinth Canyon, 25 persons per trip, including crew.

(c) Lower Gray Canyon (Green River Daily, Nefertiti to Swasey's Beach), no limit.

(7) No camping is permitted within 300 feet of a known prehistoric or historic site.

(8) No camping is permitted within 300 feet of a water source other than perennial streams unless prior authorization is received from the authorizing officer.

## G. Fires

This permit does not waive any applicable fire restrictions or orders that may affect the use of camp fires or cooking fires. The following stipulations apply:

(1) At sites accessed by the permittee's motor vehicle(s), the permittee must provide their own fuel wood.

(2) The permittee must use a fire pan to contain the fires, ash, and charcoal. Charcoal and ash from the fire pan must be hauled out. A fire pan must be carried on all overnight trips.

(3) Fuel wood gathering wood is limited to river driftwood only.

(4) Scatter fuel wood piles before leaving the site.

## H. Safety and Equipment

(1) The permittee shall provide the equipment necessary to serve the public in a safe manner. The permittee will ensure that trips are conducted in compliance with all laws and regulations relating to vehicle operations, land use restrictions, food handling, and any other applicable regulations.

(2) Every trip must be in compliance with Utah State Boating Regulations.

(3) The following equipment must be carried on all commercial trips:(a) A first aid kit adequate to accommodate each activity, group, or subgroup will be carried on all trips.

(b) Adequate repair kits and spare supplies appropriate for the trip and activity.

(4) The following procedures must be followed on all commercial trips:

(a) Unless specifically authorized in the permit, discharge of firearms is allowed only for legal pursuit of game animals by a licensed hunter.

(b) Use of explosives and fireworks is prohibited.

(5)The permittee must allow rangers to complete permit checks to determine the validity of the permit, ascertain the trip has all the required equipment, and orient trip participants about river safety, etiquette and natural history.

## **SUPPLEMENTAL STIPULATIONS FOR GUIDING HUNTERS**

(1) The permittee must ensure the hunt is conducted in full compliance with State of Utah and federal wildlife laws and regulations and the rules of fair chase.

## **SUPPLEMENTAL STIPULATIONS SPECIFIC TO DESOLATION CANYON**

(1) Trips between Sand Wash and Nefertiti Rapid must be a minimum of 3 calendar days and a maximum of 9 calendar days. Trips longer than nine days may be approved upon request for the period from August 15 to May 15.

(2) Dogs are permitted only on trips launching between August 15 and November 15. Pets are otherwise prohibited.

(3) Public lands within one-half (1/2) mile of the confluence of Rock Creek and the Green River is closed to overnight use and fires.

(4) Motorized boats between Sand Wash and Swasey Rapid are limited to downstream travel only at a slow, wakeless speed.

(5) Minimum use requirement is 200 passenger days (not including crew days nor training trips). Failure to exceed minimum use for two consecutive years is grounds for permit termination.

(6) A launch date, for river areas with group size limits, authorizes the permittee to launch one group with a maximum number of 25 passengers, who must launch, travel, and camp together as a group. No separate groups may camp together if the result would be a larger number than that allowed to launch as a single group. Split launches and other deviations from this requirement must be authorized in advance through the appropriate BLM office. Launch reservations will be based on a commercial launch calendar supplied to the outfitter no later than September 1 of the preceding year. The permittee will follow the established launch calendar with the following exceptions:

(a) Launch dates may be exchanged with other permitted outfitters on the same river

segments with their concurrence. The permittee must notify the BLM office administering the river segment of any exchange by telephone or in writing at least one working day prior to the launch date. If telephone notice is used, the permittee acquiring the launch date must follow up the telephone notice with a written notice.

(b) Permittees desiring additional launch dates must make a request for additional dates to the BLM office administering the river segment. Additional launch dates will be granted on an as-available basis.

(c) The Price BLM office must receive notification from the permittee of launch dates that are not going to be used 45 days in advance of the launch date. Permittees cancelling a reserved launch with fewer than 45 days notice must pay a reservation fee if another outfitter or private group does not re-book the launch. The reservation fee would also be charged when the permittee does not utilize a reserved launch. The reservation fee is:

- i. \$75 for trips cancelled less than 45 but more than 29 days from the launch date.
- ii. \$150 for trips cancelled less than 29 days from the launch date.
- iii. \$300 for trips not cancelled that also fail to show up and launch.

(7) The permittee shall collect from each passenger, the Special Area Fee for Desolation Canyon (currently \$18/person, subject to change). All passengers, whether paying or not are required to pay this fee. Employees of the permittee working on the trip are exempt from this fee. Special Area Fees shall be remitted to the BLM with the end of the season payment.