

USDA, Forest Service
SPECIAL-USE APPLICATION & PERMIT FOR
RECREATION EVENTS
(Ref.: 36 CFR 251)

Authority: Federal Lands Recreation Enhancement

Act, 16 U.S.C. 6802(h)
PERMIT

1. Use under this permit shall begin on 09/01/2017 and end on 12/31/2021. The permit shall not be extended.
2. The fee for this use shall be determined annually after the event is complete and total gross income has been provided to the Ogden Ranger District. Within 30 days of conclusion of the event the holder shall submit final records of gross revenue collected for reconciliation. Fees for Recreation Events are non-refundable. A standard fee for commercial filming will also be charged.
3. TEAM UNLIMITED, INC. of 720 IWILEI RD SUITE 290, HONOLULU, HI 96817 (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as: annual recreation event and commercial filming of that event. This authorization covers approximately 2 acres.
4. The holder is authorized to conduct the following activities and install the following improvements in the permitted area:

Authorization for an XTERRA triathlon to be conducted annually for the term of the permit on United States Forest Service (USFS) lands on the Ogden Ranger District. Activities include a swim in Pineview Reservoir and running/biking races on the Wheeler Creek trail system. Races will also occur within the Snowbasin Ski Resort permit area and other USFS mountain trails as shown on the permit maps that are attached and a part of this authorization. This permit also authorized commercial filming with the use of a drone and other traditional filming equipment at the event.
5. The holder shall conduct the authorized activities according to approved plans submitted annually: Map, operating plan, filming information, and FAA information and flight plan for drones. The holder shall not install any improvements not specifically identified and approved above or in exhibits.
6. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
7. The holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations, which are applicable to the area or operations covered by this permit.
8. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.

9. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions, which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

10. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.

11. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest System lands under this permit.

12. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the authorization or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

13. This permit is subject to all valid existing rights and claims outstanding in third parties.

14. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this authorization, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within 1 days, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

15. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. Upon approval of the authorized officer, the holder may enter into agreements with third parties to exercise the rights and privileges granted by this authorization.

16. The holder is required to comply with standards for adequacy and type of services set out in the attached operating plan.

17. 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.

18. The holder, in advertisements, signs, 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 formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.

19. 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 the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

20. For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of subleseees operating within the authority of this authorization, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information so obtained shall be treated as confidential as provided in regulations issued by the Secretary of Agriculture. The holder shall retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise approved by the authorized officer in writing.

21. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR Part 214, or revisions thereto.

22. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made part of this authorization.

23. The above clauses shall control if they conflict with additional clauses or provisions.

24. Fees, Recreation Event and Vendor/Peddler (R4-A10). The fee for this use will be 3% of adjusted gross receipts generated by the activity(ies) authorized by this permit. This is a fee amount based upon an estimate of the adjusted gross receipts to be generated by the authorized activity(ies). Upon completion of the authorized activity(ies), the holder shall provide to the Forest Service, pursuant to Clause 2 of this permit, a copy of the holder's records of gross and adjusted gross receipts. Using those

records, the actual fee for this use will be calculated by the authorized officer. An adjustment in fees will then be made to make the actual fee amount due commensurate with the rate of 3% of the total adjusted gross receipts.

25. Liability Waiver (R4-B2). The holder will not request or require clients and/or customers to sign a liability waiver which releases the outfitter from responsibility for injury or damage resulting from the outfitter's negligence for activities authorized by this permit. The holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgement of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

26. Nondiscrimination (B-1).

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.

27. Equal Access to Federal Programs (B-2).

In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

28. Insurance, Commercial General Liability (B-10).

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 Ogden Ranger District. 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 \$1,000,000 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.

29. Regulating Services and Rates (X-22).

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.

30. Gambling (X-24).

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.

31. Advertising (X-30).

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.

I have read and understand the terms and conditions and agree to abide by them.

By: **Ted Kozlo**,
Digitally signed by Ted Kozlo,
DN: cn=Ted Kozlo, o=TEAM Unlimited, LLC,
ou=Event Operations / Logistics,
email=teddshred@gmail.net, c=US
Date: 2017.09.01 16:40:33 -06'00'

Holder Name: Ted Kozlo for TEAM Unlimited, LLC.

Title: Director of Events

Date: 09/01/2017

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

Authorization is granted:

By: 

Name: SEAN HARWOOD

Title: DISTRICT RANGER

Date: 9-12-2017

HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

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, 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.