



# Division of State Parks

General #00-19	Special/Commercial Use Permit	Rev. 12/2011	Page 1 of 5
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**REFERENCES:** NRS 232.070, 333.700 and NAC 407.0097, 407.050, 407.053, 407.055, 407.85 and 407.088

**PURPOSE:** Special/Commercial permits authorize specified uses of a state park, recreation area, or historic park. They are issued as a means of managing visitor use, protecting natural, cultural resources, and as a means of achieving the goals and objectives of the park's master plan. They also are utilized to authorize the types of uses described below.

**ORGANIZATION:** This policy outlines the proper procedures for processing special/commercial use permits in line with all legal requirements. It applies to events and activities carried out within the state park system.

**DEFINITIONS:**

Commercial Use Permit

Commercial use is defined as use of park lands and related waters for business or financial gain. When any person, group or organization makes or attempts to make a profit, receives money, or obtains goods or services as compensation for activities occurring on park lands, the use is deemed commercial. Compensation for services may come from participants and/or other sources. An activity, service or use is commercial if anyone collects a fee or receives other compensation in excess of actual expenses incurred for the purposes of the activity, service or use.

Use by scientific, educational, and therapeutic institutions or non-profit organizations is considered commercial when a group receives compensation in excess of actual expenses incurred, as described in the preceding paragraph. Non-profit status of any group or organization does not, in itself, determine whether an activity or event arranged by such a group or organization is non-commercial.

Examples of commercial activities include any fundraising activity, outfitters and guides, tours, competitive races involving entry fees, vending associated with a permit or non-profit event, off highway vehicle (OHV) events with entry fees, eco-challenges with fees, catered weddings, etc.

Special Use Permit

Special use permits are issued for activities and events that are non-commercial. They include activities such as organized group use, club or organization activities involving large numbers of people, reenactments, family reunions, weddings, etc. The park supervisor determines when a permit is required based on prior planning, resource concerns, potential user conflicts and/or public health and safety. *All applications will be reviewed for recommendation by the park supervisor and regional manager.* The threshold size of a group requiring a permit must be determined for each specific park or area. Parks are encouraged to develop thresholds through the master planning process for particular types of activities, land areas or resource settings.

**PRIOR POLICY:** This policy supersedes the prior policy dated 12/2010.

**DEFINITIONS: These will help you determine between the different types of permits or contracts.**Concession Lease Agreement

A concession is generally defined as a contractual agreement to a public or private entity, as authorized in NRS 407.065 paragraph 1 (f), for the use of state park property (State Park Policy #00-3). The concession lease agreement is used when an event, use or activity will last more than one year; involve capital investment by the sponsor; is deemed important to the mission, goals and objectives of the park; and the service is considered beyond the capability of the division to provide.

Cooperative Agreement

A cooperative agreement is between two or more public agencies for the “joint exercise of powers, privilege and authority” including, but not limited to law enforcement or if a third entity and a separate budget account is used. (NRS 277.080 to 277.170). Note: Federal agencies refer to cooperative agreements as a Memorandum of Understanding (MOU).

Intra or Interlocal Contracts

These contracts help an agency obtain or perform any governmental service, activity or undertaking which one public agency is authorized by law to perform (NRS 277.180) for another agency. An Intralocal contract is between entities (city, county or state) within Nevada. An interlocal agreement is used when one of the entities is outside Nevada (i.e. federal).

**PROCEDURES***I. Processing the Application*

- A. *Applications for a permit must be submitted using the Special/Commercial Use Permit Application form (Attachment A). Applications need to be submitted at least **60 days** before the intended use, except where the park supervisor approves a shorter time period. Applications must be received early enough to complete the processing, consultation requirements, resource analysis and determination whether or not cost recovery fees apply prior to the start of the event or use. The applicant must include maps, drawings and detailed descriptions in sufficient detail for the park supervisor and regional manager to evaluate. The application must be recommended by the park supervisor, regional manager. If the permit is complex or controversial, the division contract manager will be notified and provide assistance in permit negotiations and development. Per NAC 407.050 a non-refundable \$25.00 processing fee must accompany each application. The non-refundable \$25.00 processing fee will be documented on a Multiple Use Permit Receipt form (UF-7)(Attachment H).*
- B. *Supplemental Information – For any permit application, the applicant may be required to submit supplemental information in sufficient detail to fully evaluate the proposed activity. Examples may include:*
- 1. Statements of financial capability*
  - 2. Operating plans*
  - 3. Certificates of specialized training*
  - 4. Condition of equipment*
  - 5. Experience*
  - 6. Samples of advertising, entrance fees, prizes, etc.*

*II. Waiving the Requirements to Obtain a Permit*

The administrator or designee may waive permit requirements when:

- A. The use is sponsored or co-sponsored by state parks. State parks will only co-sponsor an event when there is clear benefit to the park and/or accomplish a management objective or purpose as outlined in the park’s master plan. Sponsorship may increase agency liability

and should not be taken lightly or used as a means to avoid issuing a permit. If a decision is made to sponsor an activity or event, a written agreement must be developed that spells out the benefit(s) to the park, terms and conditions of the sponsorship and the responsibilities of each party, e.g., insurance requirements, health and safety requirements or resource stipulations.

- B. An organized group activity or event is not commercial, is not publicly advertised, poses no appreciable risk or damage to park resources and requires no specific management or monitoring by the park. Park supervisors may issue a letter of agreement to the applicant to document that the proposed activity does not require a permit.
- C. Research projects when the projects are authorized by state parks or use by other state or federal agencies.
- D. Risk Management should be contacted to verify if any liability would be incurred for this event or activity. If there is any liability, a permit must be issued.

### III. Permit Availability

- A. Issuing a permit is a discretionary action. Applications may be denied based upon factors such as non-compliance with the park's master plan, a moratorium on permits as a result of a planning process, results of a resource analysis, an allocation system, public health and safety concerns, the applicant's past performance or the inability of the park or program staff to manage and monitor the proposed use.

Other factors may be considered when deciding whether or not to accept a permit application including existing use conflicts in the proposed area, number of similar services provided to the public and whether the land area is sufficient to accommodate the proposed use.

- B. If an application is denied, the applicant must be notified in writing with a statement specifying the reason(s) for denial.
- C. Permits may be issued on a first-come, first-serve basis until the area's desired use level is reached. The desired use level is determined in the park's master plan or operations plan or in their absence, through analysis of resources and visitor use for each area.
- D. In some situations, commercial use permits may be used on a competitive basis. A lottery or other allocation system may be developed to select permittees.

### IV. Permit Requirements

All special/commercial use permits should be treated as other revenue contracts and must go through the same process as contracts. Permits from zero to \$1,999 require approval of the administrator or designee. Permits from \$2,000 to \$9,999 will be signed by the Board of Examiner's clerk. Permits over \$10,000 require approval from the Board of Examiners (BOE). *A cover memo briefly describing the permit must be included with the permit along with a contract summary and completed permit application.* The SCUP checklist, ADM-4c (Attachment B) does not have to be included in the packet. However, the checklist must be adhered to while completing the packet.

- A. Terms and Conditions – In addition to the terms and conditions listed in the permit contract, the following general terms are also required:

1. The permitted events shall be limited to those appropriate for general park use and shall be consistent with the park's master plan and with the division's approval.
  2. Use Attachment C to notify the permittee regarding non-payment of permit fees.
  3. The term of the permit will generally be one day to twelve (12) months. Exceptions to this term for periods up to 24 months may be granted if such term is beneficial to the division.
  4. Permits are non-exclusive and must be available to all qualified, interested persons and do not conflict with preferential rights issued under a concession lease.
  5. All parties concerned shall receive a final copy.
- B. Special Stipulations – In addition to the general terms listed in (A) above, the park supervisor may require the permittee to comply with any reasonable stipulations or conditions deemed necessary to protect the lands or resources involved, reduce user conflicts or minimize health and safety hazards. These stipulations will become part of the permit.
- C. Bonds – Bonds may be required to assure compliance with permit terms and conditions or special stipulations. The bond will serve to assure that any damages that may occur to park property or resources are corrected and all requirements set forth in the permit are adhered to.
- D. Fees – Parks may charge a cost recovery fee for activities and events. Fees for non-commercial activities and events are set forth in the applicable park specific NAC's and may vary from park to park. Based on individual circumstances such as the event's relationship to the mission of the park, public demand for the service at the park, scope and impact of the activity and the cost for park staff to oversee and administer the activity or event. Fees may be waived if the activity or event is co-sponsored by state parks and is of significant value to the park and its mission.
- E. Insurance and Liability – All permits require liability coverage (See Attachment E). The following must be issued as additionally insured on their endorsement form: **“The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy.”** *A copy of the certificate of endorsement must be obtained prior to approval of the permit and accompany the permit to the division office.* Risk Management will be consulted regarding any insurance concerns.
- F. Permit Monitoring and Compliance – After the permit is awarded, the regional manager and park supervisor will be responsible for monitoring performance. A bond may be required to assure satisfactory compliance and pay for any event related damages. Unresolved problems will be directed to the administrator or designee.
- V. Permit Packet Process
- Once all signatures recommend/approve the application, a Special/Commercial Use Permit contract form packet will be completed using the guidelines and instructions in the Checklist for Permits form. *The packets must be received by the division office **not less than 21 calendar days** from the date of the event.*
- A. Routing Procedures  
The completed form should be sent to the permittee, park supervisor, regional manager and division for signatures and further processing.

- B. Cover Memo and Contract Summary – A cover memo briefly describing the permit must be included with the permit (Attachment F). *A Contract Summary (Attachment G) must also be included in the permit packet. Complete the packet using the permit checklist.*
- C. Permit form, ADM-4b (Attachment D) – Three original signature pages are required so each copy has the original signatures. The Operations Plan (Attachment A of the permit application) should be attached to the permit. *The permit application is required as part of the packet.*
- D. Liability Insurance – All permittees are required to obtain liability coverage. Parks and the State must be named in the policy via an additional insured endorsement. A copy of the certificate of endorsement must be obtained from the permittee for approval of the permit and prior to the commercial operations, at least **21 days** prior to any proposed use of park facilities (Attachment E – required insurance documents). Risk Management will be contacted regarding any insurance concerns. *The permittee must provide notice of insurance cancellation 30 days prior to cancellation.*
- E. Once all necessary signatures are obtained, one copy of the contract will be filed at the division office and two (2) copies will be returned to the park supervisor. The park supervisor or his designee will deliver one copy to the permittee and retain the other copy for their files.

<b>Original signed by:</b> <p style="text-align: center;"><b>SIGNED</b></p> <hr/> <p style="text-align: center;"><b>David K. Morrow, Administrator</b></p>	<p style="text-align: center;"><b>12/16/2011</b></p> <hr/> <p style="text-align: center;"><b>Date</b></p>
<b>Original signed by:</b> <p style="text-align: center;"><b>SIGNED</b></p> <hr/> <p style="text-align: center;"><b>Leo M. Drozdoff, Director</b></p>	<p style="text-align: center;"><b>12/23/11</b></p> <hr/> <p style="text-align: center;"><b>Effective Date</b></p>

Copy to Regions: 12/28/11

Review Date: \_\_\_\_\_

# Nevada State Parks Special/Commercial Use Permit Application

*Instructions: Please type or print clearly. Complete the form below, incorporate all requested information and return it to the appropriate park. The application will be reviewed and a permit issued if approved.*

1. <input type="checkbox"/> New Application <input type="checkbox"/> Renewal of Existing Permit	2. Name of Business or Organization
3. Your Name (person to contact)	4. Email address (optional)
5. Address	6. Phone No. (include area code)
	7. Fax No. (include area code)
8. Applicant is: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Non-Profit Organization	
9. Application is for (check all that apply): <input type="checkbox"/> Individual <input type="checkbox"/> Commercial <input type="checkbox"/> Fundraiser <input type="checkbox"/> Organization Group <input type="checkbox"/> Vending <input type="checkbox"/> Other: _____	
10. Proposed park and location within the park where event/activity will take place:	11. Proposed Date(s) for the event/activity: Beginning: _____ Ending: _____
12. Description of the event/activity and the estimated gross revenue ( <i>include hours of operation, the number of anticipated participants and spectators</i> ).	
13. Describe facilities including water and sanitation facilities you intend to provide or use within the part ( <i>additional information may be attached with this form</i> ).	
14. Have you had a PERMIT with State Parks before?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, where?
15. Have you ever been denied or had a PERMIT revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.
16. Are there any pending investigations against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.
17. Have you been convicted of violations regarding natural resources, cultural resources or any activity related to your proposed permit?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.
18. Do you have the necessary license(s) required for this event/activity? If yes, please list: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.
19. Do you have a valid Nevada State Business License (LLC, Non-Title 7 Business, or Non-Profit)? <b>REQUIRED</b> - See back of Application If yes, please provide a copy of license or the license number: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.
20. Attach the following documents with this application: operations plan, maps and non-refundable \$25.00 processing fee.	
21. To receive a permit you <u>must</u> have a valid state business license and Acord Proof of Insurance with attached endoresment. All business names on license, insurance and permit <u>must</u> be the same.	
22. Certification of Information: I CERTIFY the information in this application is true, complete and correct to the best of my knowledge and belief and is given in good faith. I acknowledge that I (we) am (are) required to comply with any conditions or stipulation that are required by the park when the permit is issued.	
_____ (Signature of Applicant)	_____ (Date)
<input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommended	_____ - Park Supervisor Print
Park Phone # _____	_____ Park Supervisor Signature
_____	_____ Date
<input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommended	_____ See Reverse Side
_____	_____ Regional Manager



DEPARTMENT OF ADMINISTRATION  
209 E. Musser Street, Room 200  
Carson City, Nevada 89701-4298  
(775) 684-0222  
Fax (775) 684-0260  
<http://www.budget.state.nv.us/>  
**ALL AGENCY MEMORANDUM #1020-14**

March 16, 2010

**TO:** All Agencies  
**FROM:** Andrew K. Clinger, Director  
Department of Administration  
**SUBJECT:** Contractors Doing Business in the State of Nevada

Please be advised that at the March 9, 2010 Board of Examiners' Meeting all contracts were conditionally approved. Approval if the contracts is contingent upon the contracting state agencies verifying with the Secretary of State's Office (SoS) that their contractors have a current Nevada Business License (SBL), and if they are a Nevada corporation, LLC, LP, LLP or LLLP, or non-profit corporation, that their corporation is active status and in good standing.

Some businesses may qualify for an exemption from the business license if they meet certain requirements specified in statute, however, they must file a notice of exemption which will be on record with the Secretary of State's office. Non-profit corporations are also exempt from the business license requirement, but they do not need to file a notice of exemption.

This information and further details regarding these requirements can be found on the Secretary of State's website at [www.nvsos.gov](http://www.nvsos.gov) under the Business Center tab. You may also verify an entity's status by checking the Nevada Business Search on the SoS homepage. Please note that due to processing delays, some business entity information may not be current and you will need to verify with the business that the filings have been submitted. If the filings have been submitted, but not yet processed, you may email [sosmail@sos.nv.gov](mailto:sosmail@sos.nv.gov).

Agencies shall ensure that all future contracts submitted to the Budget office have been verified as having a Nevada Business License and be in good standing in all areas of the Secretary of State's business requirements.

Clicks the links below to see samples of different types of entity information produced by verifying the status of a business using the Secretary of State's Nevada Business Search function:

**Sole Proprietor**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=aiJ1q6PvMAPT6btq4VcMgg%253d%253d&nt7=1>

**Sole Proprietor with notice of BL exemption**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=3ZO5Z3sbsqsajWPh4kirbA%253d%253d&nt7=1>

**Domestic Corporation in good standing but State Business License not yet issued by SoS so check with Taxation**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=wbCMmy6XL4kl%252bIAR206kzw%253d%253d&nt7=0>

**Foreign LLC in good standing but State Business License not yet issued by SoS, so check with Taxation**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=UnitzVDwRl4VpcJrUVbzFg%253d%253d&nt7=0>

**Default Corporation**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=5qAHZr2dWYKzQPYbEPCihA%253d%253d&nt7=0>

**Corporation in good standing with notice of BL exemption**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=1tQcdDF%252bKmfzh0ENzHRcsQ%253d%253d&nt7=0>

**Corporation in good standing with SoS Business License**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=f7VHkWTzxCH4JHeZm0MBag%253d%253d&nt7=0>

## NEVADA DIVISION OF STATE PARKS CHECKLIST FOR PERMITS

This is a checklist to correctly complete a permit packet. For questions, contact the Certified Agency Contract Manager at division.

**EVENT NAME:**

<b>COVER MEMO</b>	YES	NO	N/A
To: Regional Manager, Certified Agency Contract Manager, Administrative Services Officer, administrator or designee, Deputy Attorney General, Budget Analyst (where applicable).			
State the <b>reason</b> for the permit and <b>summarize</b> the event or commercial venture. Justification needs to be made if the event or venture is retroactive.			
<b>CONTRACT SUMMARY</b> (S.A.M. 0344.0) Use most current version of form from web site. This document must be able to stand alone as the Board of Examiners (B.O.E.) primarily reads this to approve contracts. Since this is a revenue type contract most of the form will be "Not Applicable" (N/A).	YES	NO	N/A
<u>Description of Contract</u> #1 Contract Number, leave blank. Agency Name is "State Parks." Agency Code is "704." Appropriation Unit is 4162/00 Is budget authority available? – Check Yes box. Vendor number is "N/A." NV Business License, insert the permittees state business license number. State all fiscal years this permit will cover. Funding Sources- check "other funding" and enter "Revenue Contract" at "100%."			
#2 Contract Start Date - either check the box for B.O.E. approval or enter the date the effective date. (Allow a minimum of 21 calendar days for processing.)			
#3 Make sure this date agrees with the permit date.			
#4 Type of Contract - check "Revenue Contract."			
#5 Purpose of Contract - describe the event or commercial venture.			
#6a Must give the <u>maximum</u> estimated amount of revenue expected.			
<u>Justification</u> #7 Explain why the permit is being allowed.			
#8 is N/A.			
#9 Check both answers as "no". #9a Enter "N/A." #9b Check "Exempt." #9c Enter "Revenue Contract" for the explanation. #9d Enter "N/A."			
#10 If "yes" is checked – must contact DOIT for approval			
<u>Other Information</u> #11 If "yes" is checked - must have further information completed, contact the contract manager. #12 If "yes" is checked - must have further information completed. Ask the permittee if they have done work for any State before and when. #13 If "yes" is checked – contact the contract manager. #14 Leave blank. #15 Should be yes, unless it is a DBA (Doing Business As). #16 If "no" is checked – must obtain prior to submitting this to the contract manager. #17 If "no" – do not proceed. The Permittee must be in good standing. #18 To be filled out by the preparer of the Contract Summary #19 To be signed by the Certified Contract Manager at division and the Agency Head (administrator or designee).			
<b>SPECIAL/COMMERCIAL USE PERMIT (LICENSE) Use most current version of form from website.</b>	YES	NO	N/A
<u>Introduction</u> Fill in the name of the permittee representative, name of organization and organization's address. Also indicate the particular facility, area or unit of a park and the park name. Provide a concise, but comprehensive description of the proposed permittee's program or activity.			
#1 Incorporated Documents			

Change this section to agree with what is in the permit packet. (i.e. add Attachment B: Ins. Certificates). Permits should have an Operation Plan, and General Liability Insurance Certificate attached and the Endorsement. <b><i>The permit application can serve as the operation plan.</i></b>			
<b>#2a Terms and Conditions</b> ( <i>Allow a minimum of 21 calendar days for processing.</i> ) Specify the time and dates the activity will begin and end, which will agree with #2 on the contract summary.			
<b>#2b Infringement on Rights of Others</b> Normally, permittee will be restricted to a specified area within a park.			
<b>#2c Non-exclusive Authorization</b> Permits are not exclusive and cannot restrict other identical or similar commercial ventures or events.			
<b>#2d Permit Limitations</b> This section includes general clauses that provide the required limitations for use in the park.			
<b>#4 Obligations and Responsibilities of Permittee</b> Specify the fees to be paid by the permittee, which will agree with #6 of the contract summary. The fees will be determined through negotiation. Criteria may include the degree of involvement required by park staff, size of the event, length of the activity, number of participants, degree of hazard involved, safety or emergency preparedness requirements, custodial requirements, park equipment needs, utility requirements, etc. This section should be modified to accommodate fees based on a percentage of gross receipts. For example: percentage of ticket sales, food, and beverage concession. <b>Damages:</b> The intent is to clarify responsibilities for damages, which might occur as a result of the permittee's activities. It also provides the ability to require a performance bond to cover potential liabilities if appropriate for the commercial use. <b>Cost Recovery:</b> This section clarifies that park staff will not subsidize operations and the permittee can be billed for costs incurred from the event or commercial operation. If park staff is required to expend significant time or other costs, the permittee should be responsible. The intent is for occurrences such as search and rescue due to not tracking tour or guide participants, negligent actions that must be corrected by park staff, traffic control, or other similar associated costs.			
<b>#5 Insurance Requirements</b> Risk Management recommends a minimum coverage of ONE MILLION dollars (\$1,000,000) for permittee's routine activities, which have no extraordinary inherent risks. In situations involving higher risk, such as programs involving firearms, fireworks, or other explosives, high speed activities or the serving of alcoholic beverages, etc., the coverage provided the State should be increased. Contact Risk Management directly for advice on the amount. The indemnification clause requires the permittee to endorse their policy with the name of the State and the division. The amount will be entered on the form.			
<b>#5a General Requirements</b> The Additional Insured Endorsement <u>must</u> have this language: <b>"The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy."</b>			
<b>#5c Indemnification</b> Required clause and <b>cannot</b> be removed.			
<b>#5d1 Permittee's Use of Premises</b> <u>Required Operations Plan</u> Permittee will develop an operation plan for any program(s). This will assure the park has a full understanding of the scope of the activity. <b>#5d2 Compliance with State Laws and Regulations</b> Required clause. <b>#5d3 Sanitation:</b> Provision may or may not be required. The clause may be modified to suit a particular situation. Ideally, the clause should be included as is, with any situational procedures spelled out in the operations plan.			
<b>#5e Promotional Materials</b> This clause is required to prevent the advertising or promotion of the operation within the park. It may be modified to limit the advanced approval by parks for external advertising.			
<b>#5f Complaints</b> This clause is in order to standardize procedures and may be modified to suit the situation.			
<b>#5g Lost and Found</b> This clause is required in order to standardize procedures and may be modified to suit the situation.			

<b>SPECIAL/COMMERCIAL USE PERMIT (LICENSE) (con't)</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
<b>#5h Annual Use Report</b> This clause is not required, but is recommended in order to establish administrative records of the use levels within parks.			
<b>#6 Other Requirements</b> Add any other specific requirements that should, in the opinion of the park supervisor, be imposed on the Permittee. Examples include providing security guards or other personnel, personnel uniform or identification requirements, accounting for the number of participants, special equipment to be supplied, restrictions on items that may be sold or restrictions on the types of beverage containers distributed.			
<b>#7 Staff Obligations and Responsibilities</b> <b>#7a Staff</b> The first sentence of this paragraph is mandatory. The park can add language regarding the anticipated total number of additional staff that may be required.			
<b>#7b Security Provided by State</b> Clarifies security authority.			
<b>#7c State Parks Right of Ingress and Egress</b> Clarifies the State's right to enter an area designated for the event or venture.			
<b>#7d Other Parks Responsibilities</b> Add any other responsibility the park supervisor determines desirable and feasible and that he/she is willing to assume. In general, additional services for operations are not provided, but there may be special conditions for improving the provision of public services.			
<b>#8 Representatives of Respective Parties</b> <b>#8a Permittee Representatives</b> It is necessary to identify an on-site representative.			
<b>#8b State Representative</b> Usually this will be the Park Supervisor. (If not, type the correct representative.)			
<b>#9 Assignments</b> Mandatory clause.			
<b>#10 Choice of Law</b> Mandatory clause.			
<b>#11 Modifications of Permit</b> Mandatory clause.			
<b>#12 Permit Understanding</b> Mandatory clause.			
<b>#13 Required Signatures</b> Mandatory clause. Signatures of Permittee representative(s), park supervisor, regional manager, administrator or designee, Administrative Services Officer, and the Deputy Attorney General are all required. The signature of the Board of Examiners is only required if the permit will bring in more than \$1,999.00 in funds.			
<b>PERMIT PACKET- Order of Paperwork:</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
1. Cover Memo - Letterhead is to be used. 2. Contract Summary – Proofread, as this is the only portion of the contract the B.O.E. reviews for approval. 3. Permit – Must have the 3 pages of original signatures pages. <i>(Use most current form from the web site.</i> 4. Attachments – Operation Plan, licenses, brochure or flyers of the event or venture, etc. 5. Insurance Certificates - Make sure the proper <u>endorsement</u> page is included with the certificate. 6. <i>Attach the Affidavit of Rejection of Coverage for Workers Compensation, if applicable.</i>			

\_\_\_\_\_  
Park Supervisor – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Regional Manager – Signature

\_\_\_\_\_  
Date

LEO M. DROZDOFF, P.E.  
Acting Director

Department of Conservation and  
Natural Resources

DAVID K. MORROW  
Administrator

Northern Region Office  
16799 Lahontan Dam  
Fallon, NV 89406  
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Fax: (702) 486-5186

JIM GIBBONS  
Governor

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE PARKS

Address Reply to:  
901 S. Stewart Street,  
Suite 5005  
Carson City, NV 89701-5248

Phone: (775) 684-2770  
Fax: (775) 684-2777  
[stparks@parks.nv.gov](mailto:stparks@parks.nv.gov)  
<http://parks.nv.gov>

**SAMPLE**

Permit Holder  
Address

Dear (Permit Holder):

Your payment for the permit that you hold with Nevada Division of State Parks has not been received by the due date. Terms of your permit should be reviewed by you and the appropriate payment, including any late fees, should be submitted to the designated State Park office within the next ten days. Any questions pertaining to payment schedules should be discussed with your designated park staff contact and will be handled within the parameters of your permit.

Billing Information

Fees required for: \_\_\_\_\_

Amount Due: \_\_\_\_\_

Date Due: \_\_\_\_\_

Late Fees: \_\_\_\_\_

Total Due: \_\_\_\_\_

Sincerely,

Park Supervisor or Regional Manager

**STATE OF NEVADA  
DIVISION OF STATE PARKS  
SPECIAL/COMMERCIAL USE PERMIT  
(LICENSE)**

IN ACCORDANCE WITH NRS 232.070 and NRS 407.067, and in consideration of the provisions contained herein, the STATE OF NEVADA, DEPARTMENT OF CONSERVATION OF NATURAL RESOURCES, DIVISION OF STATE PARKS, hereinafter called STATE, does hereby grant this SPECIAL/COMMERCIAL USE PERMIT to Click here to type name of permittee representative, name of organization and address hereinafter referred to as PERMITTEE. This permit authorizes the use of Click here to type facility, area of park and park name, more particularly described herein, subject to the conditions and provisions contained herein, for the purpose of the following commercial operations: Click here to type description of program

**1. INCORPORATED DOCUMENTS AND ASSENT**

The parties agree that the Permittee's Operations Plan, which must be approved by State prior to issuance of this permit, shall specifically describe both the activity permitted and the area of the park in which the permitted use may occur. This permit incorporates the operations plan which shall not contradict or supersede any State law, rule, or policy.

**ATTACHMENT A: OPERATIONS PLAN (Permit Application should be used when applicable)**

The Division of State Parks grants this permit with the understanding that commercial use is defined as any type of business or activity which is carried on for a profit. **Permittee agrees that the terms and conditions listed on incorporated attachments to this permit are also specifically a part of this permit.**

**2. TERMS AND CONDITIONS**

**A. Term of Permit**

THIS PERMIT SHALL BE IN EFFECT FROM Click here to type time am on the Click here to type date day of Click here to type month, Click here to type year to Click here to type time pm on the Click here to type date day of Click here to type month, Click here to type year.

**B. Infringement of Rights of Others**

PERMITTEE understands and agrees that the permitted operation shall not interfere with the normal use or enjoyment of the park, outside the area designated for use. Permittee, employees, agents or clients shall not interfere with the free public use of road, trails, beaches, and facilities and resources except as may be specifically authorized by special stipulation within this permit.

**C. Non-Exclusive Authorization**

This permit shall not be construed as limiting the right of State to issue similar permits at the request of all other persons seeking to conduct the same or similar commercial or non-commercial activities in the area designated for use by PERMITTEE.

## D. Permit Limitations

Nothing in this permit allows or implies any possessory interests within any unit or area managed by the Nevada Division of State Parks nor does PERMITTEE have the right to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit.

PERMITTEE may not construct or set up any type of permanent structure in the park. Temporary structures maybe erected only as specifically allowed by this permit. PERMITTEE is responsible for inspecting the activity area prior to use and insuring that it is suitable for their purpose. The PERMITTEE agrees to accept the area as is and to use the area at its own risk.

The PERMITTEE and all participants authorized herein must comply with all of the conditions of this permit and with all directions of the park supervisor or his representative. The PERMITTEE must have obtained all permits or licenses of State or local governments, as applicable, necessary to conduct the commercial activities specified above and must operate within all pertinent Federal, State, and local laws and regulations.

## 3. REVOCATION OF PERMIT

A. Revocation at will: This permit/license may be revoked by the State upon written notice to the permit holder at any time for violations of the terms and condition of this permit or to protect the safety of park visitors, or to protect the integrity of the park resources from overuse or mistreatment and also for any reason that is deemed to be in the best interest of the State and the park.

B. Revocation by misconduct: If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by PERMITTEE, or any agent or representative of PERMITTEE, to any officer or employee of the State of Nevada with a view toward securing this permit or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such this permit; or if it is found by the State that PERMITTEE has failed to disclose any material conflict of interest relative to the performance of this permit, then the permit will be revoked.

C. Winding Up Affairs Upon Revocation: In the event of revocation of this permit/license for any reason, the parties agree that the provisions of this paragraph survive termination:

1. The permittee shall account for and properly present to State all payments due the State by Permittee for the use of the Park's property in Permittee's commercial enterprise.

## 4. OBLIGATIONS AND RESPONSIBILITIES OF PERMITTEE

The parties agree that PERMITTEE will provide the services specified in the approved Permit Application (ADM-4a) at a cost of \$ Click here to type dollar amount per Click here to type rate (state the exact cost or hourly, daily, or weekly rate) with the installments or payment due in total for the amount of \$ Click here to type dollar amount .

Damages - The PERMITTEE shall exercise diligence in protecting from damage the land, property, and resources of the State of Nevada in area covered by and used in connection with this permit and shall pay the STATE for any damage resulting from use by the PERMITTEE or by his/her agents and employees. At the discretion of the park supervisor, a performance bond may be required to guarantee PERMITTEE's compliance with permit conditions and reimbursement to the park for damages to resources and/or facilities, restoration, repair rehabilitation, and clean-up of the area as a result of PERMITTEE's activities.

Cost-Recovery - The PERMITTEE shall be responsible for costs directly incurred by the STATE.

Costs are recoverable when such costs would not have been incurred if the activity or event did not take place or in the judgment of the park supervisor are necessary for the safe completion of the activity or event. Any STATE personnel overtime either requested by the PERMITTEE or deemed necessary by STATE to administer, coordinate or control activities associated with the program(s) will be paid directly by the PERMITTEE. PERMITTEE will be billed for the overtime costs. Payment for such overtime shall be made to STATE at the classified rate, including benefits, at time and one-half.

## 5. INSURANCE REQUIREMENTS

PERMITTEE shall, at the PERMITTEE's sole expense, procure, maintain and keep in force for the duration of the permit the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the STATE, the required insurance shall be in effect prior to the effective date of the permit, and shall continue in force until the permit expires or is revoked. PERMITTEE's insurance policies shall apply on a primary basis. PERMITTEE shall provide the STATE with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the permit, an insurer or surety shall fail to comply with the requirements of this permit, as soon as PERMITTEE has knowledge of any such failure, PERMITTEE shall immediately notify the STATE and immediately replace such insurance or bond with an insurer meeting the requirements.

### Commercial General Liability Insurance

1. Minimum Limits required:

- \$ Click here to type dollar amount** General Aggregate
- \$ Click here to type dollar amount** Products & Completed Operations Aggregate
- \$ Click here to type dollar amount** Personal and Advertising Injury
- \$ Click here to type dollar amount** Each Occurrence

2. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute certificate providing equivalent coverage); and shall cover liability arising from premises, operations, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured permit (including the tort liability of another assumed in a business permit).

### Business Automobile Liability Insurance

1. Minimum Limit required: **\$ Click here to type dollar amount** Each Occurrence for bodily injury and property damage.

2. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, it shall be endorsed to provide contractual liability coverage.

### Professional Liability Insurance

1. Minimum Limit required: **\$ Click here to type dollar amount** Each Claim

2. Retroactive date: Prior to commencement of the performance of the permit.

3. Discovery period: Three (3) years after termination date of the permit.

4. A certified copy of this policy may be required.

### Umbrella or Excess Liability Insurance

1. May be used to achieve the above minimum liability limits.

2. Shall be endorsed to STATE as "As Broad as Primary Policy"

## Commercial Crime Insurance

Minimum Limit required: **\$ Click here to type dollar amount** Per Loss for Employee Dishonesty. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the vendor regardless of position or category.

## Performance Security

Amount required: **\$ Click here to type dollar amount**

1. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note, payable to the Nevada Division of State Parks.
2. The security shall be deposited with the permitting STATE agency prior to the start of any set up or business.
3. Upon revocation or termination of the permit the security and all interest earned, if any, shall be returned to the PERMITTEE.

### A. General Requirements:

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by PERMITTEE, as defined in NRS41.0307, STATE shall be named as additional insureds for all liability arising out of Permittee's commercial operation within the park.
  - a. Required Language of the Endorsement - Said Endorsement shall contain the following language:  
**"The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy."**
2. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
4. Deductibles and Self-Insured Retentions: Insurance maintained by PERMITTEE shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the STATE. Such approval shall not relieve PERMITTEE from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
5. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to STATE that; without thirty (30) days prior written notice to the STATE of Nevada, c/o permitting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
6. Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the STATE of Nevada or eligible surplus lines insurers acceptable to the STATE and having agents in Nevada upon whom service of process may be made, and
  - b) Currently rated by A.M. Best as "A-VII" or better.

### B. Evidence of Insurance:

Prior to the effective date of the permit, PERMITTEE must provide the following documents to the permitting STATE agency:

1. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the STATE to evidence the insurance policies and coverage required of PERMITTEE.
2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20

26), signed by an authorized insurance company representative, **must** be submitted to the STATE to evidence the endorsement of the STATE as an additional insured per General Requirements, Subsection a above.

3. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

4. Review and Approval: Documents specified above must be submitted for review and approval by the STATE prior to the commencement of work by PERMITTEE. Neither approval by the STATE nor failure to disapprove the insurance furnished by PERMITTEE shall relieve PERMITTEE of PERMITTEE's full responsibility to provide the insurance required by this permit. Compliance with the insurance requirements of this permit shall not limit the liability of PERMITTEE, its employees, agents or representatives to the STATE, and the State's remedy under any provision of law shall be in addition to and not in lieu of any other remedy available to the STATE under this permit. The STATE reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the State permitting agency.**

### **C. Indemnification**

The PERMITTEE agrees to defend, protect, indemnify and hold harmless the STATE of Nevada, its officers, agents, and employees from and against any and all claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the permittee, its subcontractors, agents, or employees under this agreement and to pay all claims, damages, judgments, legal costs, or any other expense or liability related thereto.

### **D. PERMITTEE's Use of Premises**

1. Required Operations Plan - PERMITTEE will develop an operation plan for any program(s) sponsored by PERMITTEE for approval by STATE. Said plan will include a complete plan of operation, including but not limited to, promotional activities, staffing, services provided, estimated number of participants, number of times the park will be accessed, emergencies provisions, and any other information as applicable. The plan will be submitted to PARKS with the request for the commercial use permit and shall be incorporated as part of this permit.
2. Compliance with State Laws and Regulations - PERMITTEE, his employees and his contract personnel shall at all times comply with all state laws and regulations, including the applicable PARK rules and regulations.
3. Sanitation - PERMITTEE will maintain the park area allocated for commercial operations in a clean, safe, wholesome and sanitary condition, and shall remove any trash, garbage, or obstructions contributed by its operations and shall collect and deposit all garbage or debris at a location to be designated by STATE.

### **E. Promotional Materials**

The PERMITTEE shall provide STATE copies of all advertising or publicity items relating to use of the park, printed or electronic, for the STATE'S review and approval prior to issuance. No signs, memorandums, placards, or advertising material shall be inscribed, painted, or erected within the park without express consent from STATE.

### **F. Complaints**

The PERMITTEE will respond to all written and verbal complaints regarding PERMITTEE

activities, unless the park supervisor expressly agrees to respond. Any complaints regarding park operations will be directed to the park supervisor.

#### **G. Lost and Found**

The PERMITTEE shall turn all lost and found items over to STATE at the end of each program. These items will be logged and secured by STATE.

#### **H. Annual Use Report**

This report must be submitted by December 31st, 30 days after the end of season, or as otherwise requested by the park. The PERMITTEE shall provide an end of season report covering the previous year's operations that reflects the number of days the park was used pursuant to this permit and the number of clients served. Failure to provide this report or submitting inaccurate reports may be grounds for revocation or non-renewal of your permit.

### **6. OTHER REQUIREMENTS**

The PERMITTEE shall: [Click here to type other requirements](#)

### **7. STATE OBLIGATIONS AND RESPONSIBILITIES**

#### **A. Staff**

STATE agrees to provide the regularly scheduled park staff responsible for routine maintenance, traffic control, and law enforcement.

#### **B. Security Provided by STATE**

The STATE has the authority for enforcement of rules, regulations and state laws inside the park. STATE law enforcement personnel may be stationed within the park.

#### **C. State Parks Right of Ingress and Egress**

STATE reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the STATE, and the right to do any or all work of any nature necessary for preservation, maintenance, and operation of the STATE operated facility.

**D. Other PARKS responsibilities:** [Click here to type other responsibilities](#)

### **8. REPRESENTATIVES OF RESPECTIVE PARTIES**

#### **A. PERMITTEE Representatives**

PERMITTEE shall have a person designated as the on-site representative for each program or activity until the use area has been secured each night. STATE reserves the right to approve such representative.

#### **B. STATE Representative**

For the purpose of this permit, the STATE representative is the park supervisor in direct charge of the designated use area. He/She is charged with the day-to-day administration of this permit and is the PERMITTEE's contact with STATE regarding this permit.

## **9. ASSIGNMENTS**

No transfer or assignment of any rights of PERMITTEE under this Permit may be made without the express written approval of STATE.

## **10. CHOICE OF LAW**

Any and all disputes arising under this permit shall be resolved in accordance with the provisions of Nevada law.

## **11. MODIFICATIONS OF PERMIT**

The STATE, at its sole discretion may modify or amend this permit upon demonstration by PERMITTEE of good cause, resource and visitor protection, park operations and administrative ability.



**SAMPLE**



**CERTIFICATE OF LIABILITY INSURANCE**

OP ID JA  
JENSE-1

DATE (MMDDYYYY)  
03/12/10

<b>PRODUCER</b>  American Ins. & Inv. of Nevada 6765 West Russell Road #150 Las Vegas NV 89118 Phone: 702-877-1760 Fax: 702-877-0937	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>	INSURER A:	Charter Oak Fire Ins Co 25615
	INSURER B:	Phoenix Insurance Co 25623
	INSURER C:	XL Specialty Ins Co 37885
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	680-6133L408-COP-09	11/23/09	11/23/10	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-6136L017-09-GRP	11/23/09	11/23/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	XOUB-7875Y11-A-09	12/01/09	12/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> BOTH FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional Liab. CLAIMS MADE	DPR9682617	03/11/10	03/11/11	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: South Fork State Recreation Area  
 The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents are additional insured on General Liability per attached endorsement.

<b>CERTIFICATE HOLDER</b>  SFORKST  NV Dept of Conservation & Natural Resources Division of State Parks 901 S Stewart St Ste 5005 Carson City NV 89701	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2009/01)

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**SAMPLE**

**Commercial General Liability Endorsement**

Date

POLICY NUMBER: GL00000000

COMMERCIAL GENERAL LIABILITY

Name of the Insurance Company:

Insured (contractor) name:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**The State of Nevada  
Division of State Parks  
901 South Stewart Street, Suite 5005  
Carson City, NV 89701-5248**

If no entry appears above, the information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Indication that the State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents are named as additional insured under terms of this policy.

Signature of authorized insurance representative: *John Doe*

Endorsement Number: CG 20 10

**Items in Yellow are required elements**

LEO M. DROZDOFF, P.E.  
Acting Director

Department of Conservation and  
Natural Resources

DAVID K. MORROW  
Administrator

Northern Region Office  
16799 Lahontan Dam  
Fallon, NV 89406  
Phone: (775) 867-3001  
Fax: (775) 867-4559

Southern Region Office  
4747 Vegas Drive  
Las Vegas, NV 89108  
Phone: (702) 486-5126  
Fax: (702) 486-5186

JIM GIBBONS  
Governor

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE PARKS

DATE

Address Reply to:

901 S. Stewart Street,  
Suite 5005  
Carson City, NV 89701-5248

Phone: (775) 684-2770  
Fax: (775) 684-2777  
stparks@parks.nv.gov  
http:parks.nv.gov

**MEMORANDUM**

**TO:** \_\_\_\_\_, Regional Manager  
Dave Morrow, Administrator  
Kirsten Hettrick, ASO II  
Kristen Geddes, Deputy Attorney General

**From:** \_\_\_\_\_

**SUBJECT:** \_\_\_\_\_

---

Attached is a SCUP for \_\_\_\_\_ event to be held by \_\_\_\_\_ at  
\_\_\_\_\_ on \_\_\_\_\_ for your review and approval.

Estimated revenue from the permit is \$\_\_\_\_\_

/\_\_\_\_(preparer's initials)

Attachment

### CONTRACT SUMMARY

(This form must accompany all contract submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: \_\_\_\_\_ Legal Entity Name: \_\_\_\_\_  
Agency Name: Nevada State Parks Contractor Name: \_\_\_\_\_  
Agency Code: 704 Address: \_\_\_\_\_  
Appropriation Unit: 4162/00 City/State/Zip: \_\_\_\_\_  
Is budget authority available?  Yes  No Contact/Phone: \_\_\_\_\_  
If "No" please explain: \_\_\_\_\_ Vendor No: \_\_\_\_\_  
\_\_\_\_\_ NV Business ID: \_\_\_\_\_

To what State Fiscal Year(s) will the contract be charged? \_\_\_\_\_  
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/>	General Funds	_____ %	<input type="checkbox"/>	Fees	_____ %
<input type="checkbox"/>	Federal Funds	_____ %	<input type="checkbox"/>	Bonds	_____ %
<input type="checkbox"/>	Highway Funds	_____ %	<input checked="" type="checkbox"/>	Other funding: <u>Revenue Contract</u>	<u>100</u> %

2. Contract start date:  
a. Effective upon Board of Examiner's approval?  or b. other effective date \_\_\_\_\_  
Anticipated BOE meeting date \_\_\_\_\_  
Retroactive?  Yes  No  
If "Yes," please explain: \_\_\_\_\_

3. Termination date: \_\_\_\_\_ (original contract)  
Contract term: \_\_\_\_\_ (indicate in years the length of the contract and any potential renewals)

4. Type of contract: Revenue Contract  
Contract Description (limited to 3 to 4 key words): \_\_\_\_\_

5. Purpose of contract (Describe work to be accomplished): \_\_\_\_\_

6. NEW CONTRACT:  
The maximum amount of the contract for the term of the contract is: \_\_\_\_\_

#### II. JUSTIFICATION

7. What conditions require that this work be done? \_\_\_\_\_

8. Explain why State employees in your agency or other State agencies are not able to do this work: \_\_\_\_\_

9. Were quotes or proposals solicited?  Yes  No  
Was the solicitation (RFP) done by the Purchasing Division?  Yes  No If both are No, see 9b.  
a. If yes, list the names of vendors that submitted proposals.  
N/A  
b. Solicitation Waiver: Exempt  
c. Why was this contractor chosen in preference to others?  
Revenue Contract  
d. Last bid date: N/A Anticipated re-bid date: N/A

10. Does the contract contain any IT components?  Yes  No

**III. OTHER INFORMATION:**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

Yes  No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes  No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes  No If "Yes," please explain:

---

12. Has the contractor ever been engaged under contract by any State agency?

Yes  No If "Yes," specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

---

13. Is the contractor currently involved in litigation with the State of Nevada?

Yes  No If "Yes," please provide details of the litigation and facts supporting approval of the contract:

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

---

15. Is the Contractor Name the same as the Legal Entity Name?

Yes  No

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes  No

b. If "No," is an explanation on file with the Nevada Secretary of State's Office?

Yes  No If "No" to a. AND b., please explain why the contractor does not have an SBL or is exempt:

---

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes  No b. If "No," please explain:

---

18. Agency Field Contract Monitor: \_\_\_\_\_

19. Contract Status: \_\_\_\_\_

Contact Approvals:

\_\_\_\_\_  
Contract Manager (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Agency Head (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

Attachment H

**Multiple Use Permit Receipt**

RECEIPT  
No. 15051

Camp Reservation     Bus Tours     Firewood     Other (*Specify*) \_\_\_\_\_

Park / Area \_\_\_\_\_ / \_\_\_\_\_

Group / Leader's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

Arrival Date / Time \_\_\_\_\_ / \_\_\_\_\_

Departure Date / Time \_\_\_\_\_ / \_\_\_\_\_

No. in Group \_\_\_\_\_ Total No. of Days \_\_\_\_\_ Total Fees Collected : \$ \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Park Officer's Signature