

**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 COMMERCIAL USE PERMIT to \_\_\_\_\_ hereinafter referred to as PERMITTEE. This Permit authorizes the use of \_\_\_\_\_, more particularly described herein, subject to the conditions and provisions contained herein, for the purpose of the following commercial operations: \_\_\_\_\_

**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**

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 \_\_\_\_\_ am on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_ pm on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**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 paragraph (5) at a cost of \$\_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate) with the installments or payment due in total for the amount of \$\_\_\_\_\_.

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.

### **Workers' Compensation and Employer's Liability Insurance**

1. PERMITTEE shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
2. Employer's Liability insurance with a minimum limit of \$500,000 for each employee per accident for bodily injury by accident or disease.

If this Permit is for temporary or leased employees, an Alternate Employer endorsement must be attached to the PERMITTEE's workers' compensation insurance policy.

3. If the PERMITTEE qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the permitting STATE agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

### **Commercial General Liability Insurance**

1. Minimum Limits required:

\$ \_\_\_\_\_ General Aggregate  
\$ \_\_\_\_\_ Products & Completed Operations Aggregate  
\$ \_\_\_\_\_ Personal and Advertising Injury  
\$ \_\_\_\_\_ 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 form 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: \$ \_\_\_\_\_ 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, the policy shall be endorsed to provide contractual liability coverage.

### **Professional Liability Insurance**

1. Minimum Limit required: \$ \_\_\_\_\_ 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: \$ \_\_\_\_\_ 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: \$ \_\_\_\_\_

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 identified on page three and four of the permit.**

### **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: \_\_\_\_\_

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## **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:** \_\_\_\_\_

## **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 State 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.

**12. PERMIT UNDERSTANDING**

This signed written permit embodies the scope of the permitted use of the park by Permittee.

**13. REQUIRED SIGNATURES**

This permit is valid only when signed by the Permittee and NDSP officers as shown below.

_____ Permittee Signature	_____ Date	_____ Title
_____ Signature	_____ Date	_____ Park Supervisor Title
_____ Signature	_____ Date	_____ Regional Manager Title
_____ Signature	_____ Date	_____ Chief of Operations & Maintenance Title
_____ Signature	_____ Date	_____ Administrative Services Officer Title

Approved as to form by:

_____ Deputy Attorney General for Attorney General	On _____ (Date)
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Approved by Board of Examiners

_____ Signature – Board of Examiners	On _____ (Date)
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