

Nevada State Parks Special 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"/> Commercial <input type="checkbox"/> Organization Group <input type="checkbox"/> Vending <input type="checkbox"/> Individual <input type="checkbox"/> Fundraiser <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 park (<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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list: _____ If no, explain.	
19. Do you have a valid Nevada State Business License (LLC, Non-Title 7 Business, or Non-Profit)? REQUIRED - See back of Application <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide a copy of license or the license number: _____ 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)	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommended </div> <div> _____ - Park Supervisor Print </div> </div>	
Park Phone # _____	<div style="display: flex; justify-content: space-between;"> <div> _____ Park Supervisor Signature </div> <div> _____ Date </div> </div>
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommended </div> <div> _____ </div> </div>	
_____ Regional Manager	
_____ Date	



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 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.

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=5qAHzr2dWyKzQPYbEPClhA%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:

COVER MEMO	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 <u>reason</u> for the permit and <u>summarize</u> the event or commercial venture. Justification needs to be made if the event or venture is retroactive.			
CONTRACT SUMMARY (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
Description of Contract #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.			
Justification #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			
Other Information #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).			
SPECIAL USE PERMIT (LICENSE) Use most current version of form from website.	YES	NO	N/A
Introduction 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. <i>The permit application can serve as the operation plan.</i>			
#2a Terms and Conditions (Allow a minimum of 21 calendar days for processing.) Specify the time and dates the activity will begin and end, which will agree with #2 on the contract summary.			
#2b Infringement on Rights of Others Normally, permittee will be restricted to a specified area within a park.			
#2c Non-exclusive Authorization Permits are not exclusive and cannot restrict other identical or similar commercial ventures or events.			
#2d Permit Limitations This section includes general clauses that provide the required limitations for use in the park.			
#4 Obligations and Responsibilities of Permittee 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. Damages: 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. Cost Recovery: 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.			
#5 Insurance Requirements 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.			
#5a General Requirements The Additional Insured Endorsement <u>must</u> have this 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."			
#5c Indemnification Required clause and cannot be removed.			
#5d1 Permittee's Use of Premises Required Operations Plan 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. #5d2 Compliance with State Laws and Regulations Required clause. #5d3 Sanitation: 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.			
#5e Promotional Materials 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.			
#5f Complaints This clause is in order to standardize procedures and may be modified to suit the situation.			
#5g Lost and Found This clause is required in order to standardize procedures and may be modified to suit the situation.			

SPECIAL USE PERMIT (LICENSE) (con't)	YES	NO	N/A
#5h Annual Use Report This clause is not required, but is recommended in order to establish administrative records of the use levels within parks.			
#6 Other Requirements 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.			
#7 Staff Obligations and Responsibilities #7a Staff 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.			
#7b Security Provided by State Clarifies security authority.			
#7c State Parks Right of Ingress and Egress Clarifies the State's right to enter an area designated for the event or venture.			
#7d Other Parks Responsibilities 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.			
#8 Representatives of Respective Parties #8a Permittee Representatives It is necessary to identify an on-site representative.			
#8b State Representative Usually this will be the Park Supervisor. (If not, type the correct representative.)			
#9 Assignments Mandatory clause.			
#10 Choice of Law Mandatory clause.			
#11 Modifications of Permit Mandatory clause.			
#12 Permit Understanding Mandatory clause.			
#13 Required Signatures 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.			
PERMIT PACKET- Order of Paperwork:	YES	NO	N/A
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

JOE LOMBARDO
Governor

JAMES A. SETTELMAYER
Director
Department of Conservation and
Natural Resources

BOB MERGELL
Administrator
Nevada State Parks

STATE OF NEVADA



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](http://parks.nv.gov)

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF STATE PARKS

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 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 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 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 may be 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: 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. If a late payment is received more than 5 days past the due date a late fee of 10% will be due and **PARK** privileges will be revoked until payment has been received. If this happens more than three times in your permit period the permit will be revoked for either one year or you may not be approved for a new permit for one year.

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 NRS 41.0307, 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.
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 Underlying 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, emergency provisions, and any other information as applicable. The plan will be submitted to PARKS with the request for the special 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. If at any time the PERMITTEE has been warned or cited for misconduct in the park the State may revoke the permit, after two the permit will be revoked for one year.

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.

DI. 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. If the PERMITTEE prints or posts photos of illegal park activities the State may revoke the permit, after two the permit will be revoked for one year. 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.

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 park officers as shown below.

_____ Permittee Signature	_____ Date	_____ Title
------------------------------	---------------	----------------

_____ Signature	_____ Date	_____ Park Supervisor Title
--------------------	---------------	-----------------------------------

_____ Signature	_____ Date	_____ Regional Manager Title
--------------------	---------------	------------------------------------

_____ Signature	_____ Date	_____ Management Analyst Title
--------------------	---------------	--------------------------------------

_____ Signature	_____ Date	_____ Administrator or Designee Title
--------------------	---------------	---

Approved as to form by:

_____ Deputy Attorney General for Attorney General	On _____ (Date)
---	--------------------

Approved by Board of Examiners

_____ Signature – Board of Examiners	On _____ (Date)
---	--------------------

INSURANCE REQUIREMENTS FOR CONTRACTS

C. Sample Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPROP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)	\$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
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CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

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:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations 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 work" for that insured by or for you.

JOE LOMBARDO
Governor

JAMES SETTELMAYER
Director

Department of Conservation and
Natural Resources

ROBERT MERGELL
Administrator

STATE OF NEVADA



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

Phone: (775) 684-2770
Fax: (775) 684-2777
<http://parks.nv.gov>

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE PARKS

(date)

To: _____, Regional Manager
Robert Mergell, Administrator
Jennifer Villanueva, ASO II
Emily Larsen, MA II
Nicole Ting, Deputy Attorney General

From: _____, Park Supervisor

Subject: (Type of contract)

Attached is a SUP for (event name) event to be held by (vendors name) at (park name)
on (date or date range) for your review and approval.

Estimated Revenue from this permit is \$_____.

(preparer's name or initials)

Nevada State Parks
CONTRACT SUMMARY

I. WHAT TYPE OF CONTRACT IS THIS? DOCUMENTS REQUIRED TO PROCESS CONTRACT/AMENDMENT:

1. ☐ 333 - SERVICES CONTRACT - *the actual contract is completed by the contract manager.*
Documents required:
- a. ☐ **Agency Memo** - must include purpose of the contract, time frame, amount of the contract
 - b. ☐ **Scope of Work**
 - c. ☐ **Contractor's Insurance Certificate** - *make sure that Nevada State Parks is listed as the certificate hold in the bottom left hand corner of the certificate. Also, Nevada State Parks needs to have the following mentioned following mentioned as an additional insured:*
"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."
 - d. ☐ **Quotes** - 3 quotes need to be provided.
 - e. ☐ **Nevada Business License**
2. ☐ SUP Permit contract
Documents required:
- a. ☐ **Agency Memo** - *must include purpose of the SUP, time frame, and the amount of the SUP.*
 - b. ☐ **SUP Permit (contract)** - *this form can be found online on the State Parks forms page and is completed by the Park.*
 - c. ☐ **SUP Application** - *this form can be found online on the State Parks forms page*
 - d. ☐ **Operation Plan** - **this is provided by the vendor**
 - e. ☐ **Contractor's Insurance Certificate** - *make sure that Nevada State Parks is listed as the certificate hold in the bottom left hand corner of the certificate. Also, Nevada State Parks needs to have the following mentioned following mentioned as an additional insured:*
"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."
 - f. ☐ **Nevada Business License**

II. DESCRIPTION OF CONTRACT

1. Park Name _____
2. Contract Funding
- | | | | |
|---|-------|----------------|----------------|
| BA | _____ | Funding amount | _____ |
| Make sure budget authority is available | BA | _____ | Funding amount |
| | BA | _____ | Funding amount |
3. Vendor name _____
Contact _____
Address _____
City/State/Zip _____
Phone _____
Email _____
Vendor No. _____
NV Business ID _____
4. Contract start date
- 1 Effective upon Board of Examiner's approval? ☐ 2. Other effective date _____
- Is this a retroactive contract? Yes ☐ No ☐
- If "YES," please explain: _____

5. Contract Amount: \$ _____
6. Termination date: _____ (original contract)
7. Type of contract: _____
- Contract Description (limited to 3 to 4 key words) _____
8. Purpose of contract (Describe work to be done)
- _____
- _____

III JUSTIFICATION

1. What conditions require that this work be done? _____
2. Explain why State employees in your agency or other State agencies are not able to do this work.
- _____
3. Were quotes or proposals solicited? Yes ☐ No ☐
- Was it done by Purchasing Division? Yes ☐ No ☐ If both are NO, see 14b
- a. If yes, list the names of the vendor that submitted proposals
- _____
- b. Solicitation Waiver: _____
- c. Why was this vendor chosen in preference to others? _____
- d. Last bid date _____ Anticipated re-bid date: _____
4. Does this contract contain IT components? Yes ☐ No ☐

IV OTHER INFORMATION:

5. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee?
- ☐ 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. Was the contractor formerly employed by any of Nevada's political subdivisions or any other government?
- ☐ Yes ☐ No If yes, please explain
- _____
6. Has the contractor ever been engaged under contract by any State agency?
- ☐ Yes ☐ No
- If yes, specify when and for which agency and indicate the quality of service provided to the identified agency has been verified as satisfactory.
- _____
7. Is the contractor currently involved in litigation with the State of Nevada?
- ☐ Yes ☐ No If yes, please provide details of litigation and fact supporting approval of the contract
8. Contract submitted by:
- Name: _____
- Title: _____
- Phone No: _____
- Work address: _____
- _____

REVISED: 3/29/22

Special Use Permit Fee Schedule	Base Fee	plus \$ Per Person	Additional Fees
	Base Fee does not include user fees		
Western Region			
Dayton	\$	75.00	\$ 5.00
Washoe	\$	75.00	\$ 5.00
Morman Station	\$	150.00	\$ 5.00
Rye Patch	\$	25.00	\$ 5.00
Ft. Churchill	\$	25.00	\$ 5.00
Buckland Station	\$	25.00	\$ 5.00
Berlin-Ichthyosaur	\$	25.00	\$ 5.00
Lahontan	\$	25.00	\$ 5.00
Carson River Ranches	\$	25.00	\$ 5.00
Walker River- Pitchfork	\$	25.00	\$ 5.00
Walker River- Rafter 7	\$	25.00	\$ 5.00
Walker River- Flying M	\$	25.00	\$ 5.00
Eastern Region			
Wildhorse	\$	25.00	\$ 5.00
South Fork	\$	25.00	\$ 5.00
Cave Lake	\$	25.00	\$ 5.00
Ward Charcoal Ovens	\$	25.00	\$ 5.00
Beaver Dam	\$	25.00	\$ 5.00
Catherdral Gorge	\$	25.00	\$ 5.00
Echo Canyon	\$	25.00	\$ 5.00
Elgin	\$	25.00	\$ 5.00
Kershaw-Ryan	\$	25.00	\$ 5.00
Spring Valley	\$	25.00	\$ 5.00
Tahoe Region			*Tahoe Region Tours requires a \$25/day + per person fees
Cave Rock	\$	400.00	\$ 10.00
Sand Harbor	\$	400.00	\$ 10.00
	Use of Beach		\$100
	East Shore Trail		\$100
Spooner Lake	\$	400.00	\$ 10.00
	Use of Backcountry Trails		\$5
Van Sickle	\$	400.00	\$ 10.00
Southern Region			
Ice Age Fossils	\$	25.00	\$5
Old Las Vegas Mormon Fort	\$	100.00	\$5
Spring Mountain Ranch	\$	400.00	\$10
Valley of Fire	\$	400.00	\$10
Big Bend of the Colorado	\$	25.00	\$5

Fees indicated on this table are base charges for Special Use Permits. Events with attendees above group use limits may require additional staff time reimbursements, closing/use of additional facilities, etc may be required as approved by Park Supervisor.