

Expiration Date:
U.S. DEPARTMENT OF AGRICULTURE
Forest Service
TEMPORARY SPECIAL - USE PERMIT
(FSH 2709.11, sec. 54.6)

AUTHORITY:

Granger-Thye Act, Section 7, April 24, 1950

_____, hereinafter called the Holder, is hereby authorized to use, subject to the terms and conditions of this permit, National Forest System land identified within the unit area and described as _as shown on the attached Exhibit(s). This authorization covers approximately .1 acres and/or N/A miles.

The holder is authorized to conduct the following activities and/ or install the following temporary improvements on the permitted area:

Rental of Government-Owned Buildings (Bunkhouse) Type 352

This permit is for the bathroom, kitchen (or cookhouse) facilities, and common area living space:

#1319 residence	Carson, WA
#1069 residence	Carson, WA

TERMS AND CONDITIONS

1. Use under this permit shall begin on _____ and end on _____. The permit shall not be extended.
2. Fee for first 4 nights is \$15/person/night, then \$10/person/night for the next ten nights. After that rates begin again as stated. If federal employee, put in amount _____ and management code _____.
- 2a. Fee for one month, 30 consecutive days, is \$280/person.
3. The holder shall conduct the authorized activities according to the attached approved plans and specifications, Exhibits A .
4. The holder shall not install any improvements not specifically identified and approved above.
5. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
6. The holder shall comply with all Federal, State, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
7. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.
8. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.
9. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.
10. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.
11. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.
12. This permit is subject to all valid existing rights and claims outstanding in third parties.
13. This permit may be revoked upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this permit, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within N/A day(s), unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.
14. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. The holder shall not enter into any agreements with third parties for occupancy of the authorized premises and improvements.
15. Appeal of any provisions of this permit or any requirements thereof shall be subject to the appeal regulations at 36 CFR, Subpart C, or revisions thereof.
16. This permit is accepted subject to the conditions set forth herein, condition(s) __ and Exhibit(A) __ attached to and made a part of this permit.
17. The above clauses shall control if they conflict with additional clauses or provisions.

Mandatory Clauses in accordance to FSH 2450

B-9. Insurance Clause - Government-owned Improvements.

The holder shall repair, replace, or restore any damage to or loss of the premises covered by this authorization caused by fire or other casualty including consequential damages to said premises resulting from fire or other casualty, including fires or other casualties beyond the control of and without the fault of the holder, and shall have in force fire and other casualty insurance covering the Government-owned improvements, the use of which is permitted by this authorization.

Such fire and other casualty insurance shall be in the amount of Non applicable dollars (\$ N/A) and shall name the United States as beneficiary of proceeds payable as a result of claims for damage for fire or other casualty. The holder shall furnish the Forest Service an authenticated copy of the insurance policy prior to occupancy and use. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed before 30 days written notice to the authorized officer.

D-5. Removal and Planting of Vegetation and Other Resources. The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

D-16. Maintenance and Alteration of Government Improvements. Use this clause in all authorizations using Government-owned improvements (Granger-Thye authorizations).

The holder shall maintain the present improvements, as well as any future improvements, appurtenances, and furnishings in full conformance with the Operations and Maintenance Plan entitled _____ which is hereby made a part of this authorization.

If during the term of this authorization, the Government-owned improvements are altered, reconstructed, or modified in any way, the material, equipment, fixtures, or other appurtenances which are affixed to or made a part of said improvements in connection with the alteration project shall become a part of the property. Ownership shall immediately accrue to the Government, regardless of whether said work is performed by the holder or any other party.

E-12. Termination or Revision of Authorization for Government Improvements. Use in all term permits (Form FS-2700-5) authorizing use of Government-owned improvements (Granger-Thye authorizations).

If during the term of this authorization, the Forest Service determines the public interest requires revision of the conditions of use or the termination of the use of Government-owned improvements, the use of which is permitted by this authorization, said conditions of use may be revised or the use terminated or suspended at the discretion of the Regional Forester.

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

HOLDER

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

By: John Lawrence

Address: _____

Name: JOHN LAURENCE

Date _____

Title: CPSL Unit Officer
(Authorized Officer)

Phone #: _____

Date 1/26/07

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **EXHIBIT A**

Conditions

Holder is responsible for the following: Holder is responsible for sweeping of floors prior to leaving. Holder is responsible to clean shower and restroom area. Pack out all garbage. Remove all food from refrigerator. Holder is responsible for the cleanliness and neatness of common areas kitchen, halls, dayrooms, etc. holder is responsible for cleanliness of room occupied. Holder will remove all personal property when leaving. Holder will not have overnite guests. Pets, firearms, and weapons are prohibited. Telephones are for convenience only. Instructions are placed near each telephone on how to receive incoming calls. 911 and 1-800#'s can be dialed direct. Long distant calls will have to be placed through the operator, billing the call to another number (credit card, collect, etc.). All calls are recorded by extension number on a printer in the telephone room and monitored.