

## General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Rocky Mountain National Park (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of Not Applicable per occurrence and Not Applicable aggregate; must be issued by a company licensed to do business and in good standing in Colorado; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of Not Applicable from a bonding company licensed to do business and in good standing in Colorado; or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.
12. The Permittee designates person on permit as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.
13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
17. Credit Lines may be approved through additional terms and conditions.
18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

### **Park Specific Terms and Conditions**

20. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of Department of Interior, National Park Service, and all federal, state, country, and municipal laws, ordinances or regulations which are applicable to the area of operations covered by this permit.
21. The permit is valid for activities occurring in Rocky Mountain National Park and does not permit activities on any other lands or waters administered by any other state or federal land management agency, private land or other units of the National Park Service.
22. Permittee will comply with applicable public health and sanitation standards and codes.
23. Credit will \_\_\_; will not X be given to the Department of Interior and National Park Service through the use of an appropriate title or announcement.
24. Any special instructions received from the official in charge of the area will be complied with.
25. Any additional information relating to the privilege applied for by this application will be furnished upon request of the official in charge.
26. No personal gratuity of any nature whatsoever will be offered to any employee of the Government in connection with the exercise of the privilege granted.
27. The Permittee and designee/representatives shall avoid any inference, written, spoken or printed, of any connection, either official or unofficial, with the National Park Service and/or its activities.
28. All natural and cultural resources are protected by law; utmost care will be exercised to see that no natural, historic, or cultural features are injured and that area be cleaned up and restored to its prior conditions.
29. The designated areas shall remain open to park visitors. Other park visitors shall not be requested to move themselves, their vehicles, or alter their selected activities by the permittee. Further, all pathways and trails in the ceremony area must remain clear for visitors to freely walk the path unimpeded. Do not block trails.
- a. Special note on Lily Lake Southside Picnic Area: This is generally open to public use for recreational activities; however, the site is posted with a sign that informs users of the following: "If a Special Use Permit has been issued for this site you could be asked to vacate the area for the group that secured an advanced reservation and paid a fee for its use." If you have received a Special Use Permit for this site and find that it is occupied upon arrival, kindly refer to the posted sign and advise that you have a Special Use Permit in hand that has reserved this site for the specific date and times. If you have any difficulty accessing and using the site for the times shown on your permit, contact a park ranger or volunteer for assistance by calling the Park Dispatch Center at (970) 586-1204.
30. Guests must follow all traffic, trail, and site regulations.

31. No banners, streamers, or hanging objects will be allowed for the event. Nothing shall be attached to any natural or historic object or any National Park Service sign, bench, post, building, or facility.
32. Audio devices (radios, musical instruments, etc.) shall not be used in such a manner: (i) that exceeds a noise level of 60 decibels or (ii) that makes noise which is unreasonable, considering the nature and purpose of the permit, location, time of day, impact on park users, and other factors that would govern the conduct of a reasonably prudent person under circumstances. Sound amplification is not permitted. Vocal communication shall not exceed normal conversational volume.
33. Drones are prohibited by the National Park Service in accordance with Policy Memorandum 14-05; Launching, landing, or operating an unmanned aircraft from or on lands and waters administered by the National Park Service within the boundaries of Rocky Mountain National Park is prohibited except as approved in writing by the Superintendent.
34. Park visitor center, restrooms, and other buildings may not be used for ceremony preparations (dressing, picture-taking, rehearsals, waiting areas, etc.) or in the event of inclement weather.
35. Equipment such as tables, chairs, carpets, tents, floral displays, and generators cannot be used in the park due to fragile ecosystems. Up to 6 portable chairs (provided by the permittee) under special circumstances, such as elderly or handicapped guests, are permitted. Throwing and scattering of rice, birdseed, flower petals, or other materials is prohibited.
36. Parking is allowed in designated areas only. Unauthorized parking may be subject to violation notices. Carpooling/shuttling is strongly encouraged, and may be required, as parking space is limited, especially during peak times. Parking at sites is not reserved for the ceremony.
37. Permittee will apply Leave No Trace (LNT) ethics during their visit in the park. LNT principles and practices shall be closely adhered to for all events/ceremonies that take place in non-developed and backcountry areas. Make sure all trash and ceremony items are picked up and packed out at the end of the ceremony.  
For more information on LNT please visit: <https://www.nps.gov/romo/getinvolved/supportyourpark/leavenotrace.htm>
38. Under the wedding special use permit, officiate and photographer hired by the permittee is included on the permit and is not required to obtain an additional permit for their services. In addition, portrait photography is permitted in the park after the ceremony.
39. Please respect the Park's resources and tread lightly. Avoid sensitive resource areas. The photographer and participants will stay on established walkways in tundra areas, and respect tundra closure areas to minimize impacts to the fragile tundra environment. Use of the Tundra Nature Trail is not authorized.
40. Normal entrance fees apply to all vehicles associated with the wedding. Electronic payments can be made on [www.recreation.gov](http://www.recreation.gov).
41. Permittee will not be required to obtain a Timed Entry Reservation since this permit will be their reservation ticket. This permit will allow access to Timed Entry permitted areas (Bear Lake Road and the rest of the park) 2 hours prior to the permit start time and the rest of the day for portrait photography. If recreating in the park outside of this permitted activity, permittee will need to get Timed Entry Reservations.

**My signature on the permit acknowledges that I have read and accept the general and park-specific conditions listed above.**