

# SPECIAL USE PERMIT

## *South Carolina State Park Service*

This **Permit** constitutes an **Agreement** between the **South Carolina Department of Parks, Recreation, and Tourism** (hereinafter referred to as **Owner**) and \_\_\_\_\_ (hereinafter referred to as **Permittee**). This Permit will allow Permittee to conduct certain activities at \_\_\_\_\_ (hereinafter referred to as **Location**), subject to the descriptions and conditions set forth in this document.

In consideration of the mutual covenants, terms, and conditions herein, the parties hereto agree:

### **1. INDEMNIFICATION**

The Permittee agrees to indemnify and hold harmless the Owner against any and all claims, damages, actions, expenses (including court costs and reasonable attorney's fees), causes of action, suits at law or in equity, obligations, losses, liabilities and liens of any nature arising by reason of Permittee's use of the premises or its activities conducted in connection with this Permit.

### **2. INSURANCE**

If required herein, Permittee agrees to obtain from a responsible and solvent insurance company authorized to do business in the State of South Carolina and maintain in force throughout the duration of this Permit, comprehensive general liability and indemnity insurance providing for minimum limits, as specified herein, per person in any one claim and an aggregate limit for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and coverage for damage to property suffered or alleged to have been suffered by any person or persons resulting from any of the operations of the Permittee or its use of the premises, which insurance shall designate Owner as a certificate holder or named insured, as required herein.

Permittee further agrees to provide Owner prior to Permit approval with a true and correct copy of such policy or a certificate of insurance accurately reflecting the coverage required hereby, together with satisfactory evidence showing that all premiums thereon have been paid such that said policy shall remain in throughout the term of this Permit.

### **3. USE OF AREAS AND FACILITIES**

Permittee agrees to adhere to all federal, state and local laws, including rules and regulations governing activities on South Carolina state park properties, as well as any additional rules and regulations specific to the aforementioned Location. Permittee shall hold full responsibility for ensuring its agents, participants and attendees are aware of all such rules and regulations.

Permittee shall not discriminate against any member of the public because of race, creed, color, religion, age, sex, or national origin.

Permittee agrees that use will be limited to the descriptions, terms and conditions contained herein and that only such areas, facilities, equipment, animals and/or other items or property as is described herein shall be used or present on premises by cause of Permittee, its agents, participants and/or attendees during the term of this Permit. Permittee shall have no exclusive rights or privileges to use Owner's property or to conduct any activities except as specified herein throughout the term of this Permit.

If any portion of permitted use or activities related thereto take place on properties not under the jurisdiction of Owner, Permittee shall provide Owner satisfactory evidence that Permittee has obtained permission from owners of these properties for use of such, which evidence shall include true and accurate descriptions of all activities allowed for on such properties.

Permitee understands that use of the areas and/or facilities will not interfere with normal park operations except as specifically allowed under the terms and conditions of this Permit. Permitee shall provide personnel for crowd control, parking, and gate operation as deemed necessary by Owner.

The Permitee shall be responsible, at its own expense, for maintaining all areas and facilities in a clean and safe condition throughout the term of this Permit and that these areas and facilities are left in a condition comparable to that upon Permitee's arrival. Permitee shall maintain adequate refuse containers in all areas and facilities and shall ensure that all refuse is properly contained and deposited at a location specified by Location manager at the conclusion of the permitted use. Permitee agrees to restore any damages or loss to the satisfaction of the Location manager or his/her designee resulting from any of the operations of the Permitee or its use of the premises.

Owner shall have access to all areas and facilities at all times for inspection and ingress or egress as may be necessary for the purposes of the Owner.

Permitee shall maintain throughout the term of this Permit a dependable and functional means by which to gain contact with emergency response personnel. Permitee shall provide at its own expense professional emergency response personnel as approved and deemed necessary by Owner.

Permitee shall immediately report to Owner, or its representative, the time, place, cause, circumstances and witnesses of any occurrence throughout the term of this Agreement that causes personal injury or death to any person(s) or damage to any property or violation of any provision of this Agreement and within 24 hours shall submit such information in writing to the Owner.

#### **4. EQUIPMENT**

Unless otherwise specified herein, Owner does not provide any equipment other than that typically available for use by the general public in the specified areas and/or facilities of the permitted use, which use may require payment of rental fees. Other than items or equipment typically associated with the traditional rental and/or use of Location's facilities or grounds, Permitee, at its own expense, will only be allowed to place and/or utilize at Location items and equipment specified herein, and such shall be erected and operated only by a person(s) certified to perform such activities. Use of sound amplification equipment shall not interfere with the normal operation of Location and may be restricted or terminated at Owner's discretion without notice.

#### **5. UTILITIES AND CONSTRUCTION**

Owner does not provide any utilities other than nominal consumption of those currently existing within the specified areas and/or facilities of the permitted use. Approval and conditions for additional utilities must be indicated herein and will be installed at Permitee's own expense and in compliance with applicable code requirements.

Approval and conditions for any type of construction at Location must be indicated herein and will be granted only after Owner reviews and approves plans submitted by Permitee prior to the initiation of any such activity. Any such plans may be subject to review by and approval of other governmental agencies.

#### **6. SIGNAGE**

Permitee shall not place or display any signs, banners, markings, barricades or other forms of promotion or mediums of support on premises except in the areas and/or facilities designated for use or as may be otherwise specified herein. All such items must be approved by Owner prior to use and may be required for certain purposes. Permitee agrees to remove all such items at the conclusion of permitted use.

#### **7. ANIMALS**

Permitee, its agents, participants or attendees shall not cause the presence of any animal(s) on premises, other than pets in accordance with applicable rules and regulations, except as may be specified herein. Permitee shall hold full responsibility for ensuring compliance with all rules and regulations related to the presence of such animals, including but not limited to the requirements

of the Equine Limited Liability Acts of Title 47, Chapter 9, Article 7 of the 1976 Code of Laws of South Carolina, as amended, and the postings required thereof. Club shall also be responsible for verifying possession of any documentation required by any such rules and regulations of its agents, participants, and/or attendees.

**8. FOOD AND BEVERAGE SERVICE**

No sale of food, drink or alcoholic beverage or service of such to the general public shall take place on premises except as specified herein. Permittee shall hold full responsibility for ensuring compliance with all rules and regulation related to such activities , including but not limited to the requirements of State law and/or regulations of the S.C. Department of Health and Environmental Control.

**9. LICENSES AND PERMITS**

Permittee shall be responsible for obtaining all necessary operating licenses and permits as applicable under federal, state, and local laws and shall post or be in possession of such as may be required by such rules and regulations throughout the term of this Permit.

**10. SECURITY**

Property of Permittee, its agents, participants or attendees shall be present on premises only during the normal operating hours of Location except at the discretion of Owner as specified herein. Owner will not be responsible to Permittee for security of the areas, facilities, equipment, personal items or other property.

**11. FEES AND AUDIT RECORDS**

All fees normally required of Location visitors will remain in effect for all persons entering the Location unless otherwise indicated as part of this Permit.

Permittee agrees to pay to Owner the sum of all fees and charges as itemized within this Permit. Such payment shall be due prior to issuance of Permit unless otherwise indicated herein, in which case payment or the remaining balance thereof shall be due upon expiration of this Permit along with submission of any documentation as may be required.

Permittee shall maintain true and accurate financial records of all monies collected, pledged or otherwise committed by/to Permittee, its agents, participants and/or attendees in association with use. Owner may audit such financial records at any time. Owner shall submit complete copies of these financial records with all payments that are negotiated based on a percentage of gross intakes, levels of participation or attendance or other indicative measures.

**12. SPONSORSHIP**

Permittee acknowledges that the allowances provided under this Permit shall in no way be construed as an endorsement, sponsorship or other form of support by Owner for the permitted use or any activities, goods or services related thereto. Permittee further agrees that no implication or suggestion of any such endorsement or sponsorship shall be conveyed in association with the permitted use.

Permittee understands and agrees that the copyrighted State Park Service logo or its likeness shall not be used or reproduced in any manner without the express written consent of the Owner.

**13. TERMINATION AND POSTPONEMENT**

Failure to comply with any one or more of the provisions stated herein may result in the immediate revocation of this Permit without any obligation on the part of the Owner to refund any fees paid by Permittee or any expenses incurred thereby. Owner reserves the right at its discretion to immediately discontinue, delay or postpone permitted use should severe weather or other catastrophic event threaten the health and/or safety of the Permittee, its agents, participants and/or attendees or to cause damage to the Location's resources.

The Permittee may terminate this Permit upon written notice to Owner without obligation in excess of the non-refundable application fee and actual expenses incurred by Owner related to Permit provided such notice is received by Owner prior to the commencement date of this Permit and

prior to the Permittee's action on any of the allowances described herein. Subsequent receipt of such written notice from Permittee will terminate the Permit without remuneration by the Owner for any fees paid by Permittee or any expenses incurred thereby.

**14. INVALIDITY OF TERMS OR PROVISIONS**

If any term or provision of this Permit shall be invalid or unenforceable, the remainder of this Permit shall not be affected thereby.

**15. GOVERNING LAW**

This Permit shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina. Any changes must be in writing and approved by all parties.

**16. EXECUTION**

With authorized signatures herein, it is mutually agreed that this Permit has been fully executed and the provisions contained herein, unless specifically modified, altered or made supplemental to this Permit, shall remain in force for the term of the Permit. This Permit constitutes the entire agreement between the parties in connection with the subject matter hereof. No modifications may be made to this Permit unless in writing and signed by all parties.

**17. REPRESENTATIVES**

The Owner designates as its representative the Location manager (name) \_\_\_\_\_ or his/her successor. The Permittee designates as its representative (name) \_\_\_\_\_, who shall remain in possession of this document during the term of Permit. Any change in the Permittee's designated representative shall be reported in writing to the Owner's representative within ten (10) days of the change.

**18. TERM**

The term of this Permit shall commence on (mm/dd/yy) \_\_\_\_\_ at (time) \_\_\_\_\_, and end on the day of (month) \_\_\_\_\_, (yyyy) \_\_\_\_\_ at (time) \_\_\_\_\_, unless the said term should be sooner terminated as hereinafter set forth.

**19. DETAILS, REQUIREMENTS AND FEES**

Permittee affirms that the following is true and accurate:

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ ext.: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Name/Type of Use: \_\_\_\_\_

Description of Use: \_\_\_\_\_

The actual permitted use will take place according to the following schedule of hours and dates: \_\_\_\_\_

Expected total number of agents, participants and attendees: \_\_\_\_\_

Permittee be required to obtain insurance coverage for permitted use designating Owner as a and providing minimum limits of for Comprehensive General Liability and Indemnity Insurance and for Property Damage Insurance and a copy of the policy or certificate is attached hereto, as Attachment A, and is incorporated herein by reference.

The areas and facilities approved for use are limited to: \_\_\_\_\_

Additional facilities for lodging, parking or other support needs are limited to: \_\_\_\_\_

A portion(s) of use take place on property(ies) not under the jurisdiction of Owner as described below. Required evidence of permission(s) to use such property(ies) is attached hereto, collectively as Attachment B, and is incorporated herein by reference.

\_\_\_\_\_

Permittee be required to provide and designate (#) \_\_\_\_\_ persons to assist with crowd control, parking, gate operations, etc.

Permittee be required to provide the following professional emergency personnel for the :

\_\_\_\_\_

Equipment rented from Owner is limited to: \_\_\_\_\_

Other equipment made available for use by Owner is limited to: \_\_\_\_\_

Equipment provided by Permittee for use is limited to: \_\_\_\_\_

Permittee be allowed to install utilities to include \_\_\_\_\_, limited to the plans attached hereto, collectively as Attachment C, and is incorporated herein by reference and subject to the following conditions:

Such utilities shall be installed by a person(s) certified to perform such installations and shall upon termination of Permit. Comments: \_\_\_\_\_

Permittee be allowed to construct \_\_\_\_\_, limited to the plans attached hereto, collectively as Attachment D, and is incorporated herein by reference and subject to the following conditions:

Such construction shall be made by a person(s) certified to perform such construction and shall upon termination of Permit. Comments: \_\_\_\_\_

Permittee be **allowed** to place signs, banners, markings and/or barricades as described below:

\_\_\_\_\_

Permittee be **required** to place signs, banners, markings and/or barricades as described below:

\_\_\_\_\_

Permittee use animals in association with permitted activities and will verify required documentation of all agents, participants and attendees in possession of (type(s) of animals)

Food, drink and/or alcoholic beverage in association with permitted use and shall be limited to the following:

\_\_\_\_\_

Permittee allowed to have property remain on the premises after normal Location operating hours during the term of Permit, which property is limited to the following:

\_\_\_\_\_

Permittee pay the following fees (\_\_\_\_\_) on behalf of the following groups:

Agents:  
Yes No

Participants:  
Yes No

Attendees:  
Yes No

Comments: \_\_\_\_\_

Monies to be collected, pledged or promised in association with permitted use are limited to: \_

Additional terms and conditions are limited to: \_\_\_\_\_

Permittee agrees to pay Owner the following charges according to the terms and conditions indicated:

ITEM:	Details:	Total Fees and Charges:	Paid as of Execution:	Due upon Termination of Permit:	Receipt Number(s)/Comments:
Application Fee	Non-refundable				
OT & Support Personnel	@ \$ /hr.				
Areas for Permitted Use	As specified				
Facilities for Permitted Use	As specified				
Support Facilities/ Areas	As specified				
Impaired Access					
Equipment Rental					
Visitor Fees Normally Required					
Commission on Merchandise Sales					
Commission on Food Sales					
Commission on other Monies					
Owner Expenses					
Other					
<b>TOTAL:</b>					

**IN WITNESS WHEREOF**, the parties have executed this Permit as of the date indicated below.

As to Owner:

S.C. Dept. of Parks, Recreation and Tourism

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

As to Permittee:

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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