

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
GRAND TETON NATIONAL PARK  
Special Use Permit

NAME
ORGANIZATION <b>Jackson Hole Wildlife Film Festival</b>
ADDRESS <b>P O Box 3940</b>
<b>Jackson, WY 83001</b>
TELEPHONE NUMBER <b>307-733-7016</b>
FAX NUMBER <b>307-733-7376</b>

Park Alpha Code: GRTE  
Type of Use: Commercial Filming  
Permit #: IMR-GRTE-5500-166

is hereby authorized to use the following described land or facilities in the above named area:  
**All areas open to the public**

The area must be restored to its original condition at the end of the permit.

The permit begins at dawn and expires at dusk each day for the following dates: September 24 – October 10, 2011

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)  
Commercial Filming

Person on site responsible for adherence to the terms and conditions of the permit (include contact information): Lisa Samford 307-690-4251

Authorizing legislation or other authority: 16 USC 1-4

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI      EIS      PEPC#      OTHER       
Categorical exclusion DO 12 – 3.4 – D.3

APPLICATION FEE	Received <u>X</u> Not Required <u>    </u>	Amount \$ <u>100.00</u>
PERFORMANCE BOND:	Required <u>    </u> Not Required <u>X</u>	Amount \$ <u>    </u>
LIABILITY INSURANCE:	Required <u>X</u> Not Required <u>    </u>	Amount \$ <u>1,000,000.00</u>
COST RECOVERY:	Required <u>X</u> Not Required <u>    </u>	Amount \$ <u>100.00 (permit fee)</u>
FACILITY USE FEE:	Required <u>    </u> Not Required <u>X</u>	Amount \$ <u>    </u>
LOCATION FEE:	Required <u>    </u> Not Required <u>X</u>	Amount \$ <u>    </u>

8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$ 1,000,000.00 and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
9. Permittee agrees to deposit with the park a bond in the amount of \$ 0 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
15. **NONDISCRIMINATION** If use of resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follow:
  - (a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
  - (b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the

Permittee's commitments under Section 202 of Executive order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.


(f) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive order No. 11246 of September 25, 1965, as amended, or by rule, regulation, or order of the Secretary of labor, or as otherwise provided by law.

(g) The Permittee will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.


16. In case of emergency, contact park dispatch at 307-739-3301 or call 911.
17. Harassment of wildlife (regardless of size) is strictly prohibited. There will be no manipulation of movement or hazing. Wildlife will always have the right-of-way. Permittee/associates will wait until animals have naturally moved off trails or roads.
18. Disruption of visitor use/traffic is prohibited. (This includes access to trails and structures.) Vehicles will abide by state and federal laws/regulations. Vehicles will park in designated areas or pull safely out of traffic lanes without damaging resources. This permit does not grant exclusive use of any area.
19. Permittee is advised that they are in bear country. As such, all food storage regulations will be strictly enforced. No food will be left unattended. Dispose of trash appropriately.
20. Daily location fees are waived on this permit PROVIDED groups of photographers/filmers do not exceed 3. If groups exceed this number, a daily location fee will be assessed on this permit in the amount of \$150.00 per day.
21. Filming is permitted parkwide in areas open to the public. If any photographer associated with this permit wants to film on concession operated property, they must meet with site's management in order to mitigate impact on their operation and abide by their requests. Filming is permitted from dawn to dusk only.
22. Permittee must advise all users of this permit that they are in bear habitat. All food storage regulations will be enforced. All trash must be disposed of properly outside of the park.
23. The 2011 compendium states, "*The following activities are prohibited: a) willfully approaching, remaining, viewing, or engaging in any activity within 100 yards of bears or wolves, or within 25 yards of any other wildlife including nesting birds; or within any distance that disturbs, displaces or otherwise interferes with the free unimpeded movement of wildlife, or creates or contributes to a potentially hazardous condition or situation; b) failure to remove one's self to prescribed distances during inadvertent, accidental, casual or surprise encounters with wildlife; c) failure to comply as directed by NPS staff (employees, volunteers, or agents) engaged in*

**ISSUANCE of this permit is subject to the attached conditions.** The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE

 EXECUTIVE DIRECTOR 9.19.11  
Signature Title Date

Authorizing NPS Official

 Superintendent Date  
Signature Title Date

Authorizing NPS Official  
(additional if required)

s/ Terry Roper Film Permit Coordinator 9/15/11  
Signature Title Date

### CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

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*administering wildlife management operations or managing wildlife viewing opportunities."*

23. Amendments to this permit must be handled with the film permit coordinator prior to any change. Contact Terry Roper at 307-739-3473.