

U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
SPECIAL EVENT PERMIT

For use of this form, see CFR 36, Chapter III, Part 327; the proponent agency is CESWF-OD.

DATA REQUIRED BY THE PRIVACY ACT OF 1974 (5 U.S.C. 552a)

AUTHORITY: 10 U.S.C. Section 3012.

PRINCIPAL PURPOSE(s): To administer a special event permit to individuals who request to have an activity on U.S. Corps of Engineers property.

ROUTINE USES: COE employees who have a need for such information in the performance of their duties for the purpose of assigning and administering special event permits will use the information. Information will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations of prosecutions; or pursuant to a request by a Federal agency or such other agency in connection with hiring, firing, or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of contract, or the issuance of a license, grant, or other benefit; or pursuant to a request from Congressional Officer. Record may be disclosed to another DoD component for personnel action, security actions, criminal investigations or other lawful functions; the information may be disclosed to OMB for review of private relief legislation (*Circular A-19*) or may be disclosed to foreign law enforcement, security, investigating or administrative authorities; and all blanket routine uses at Volume 48, Federal Register 25779-25780, June 6, 1983.

MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION: Failure to provide any part of the requested information will prevent processing of the application and issuance of an activity permit.

1. SPECIAL EVENT PERMIT NUMBER	2. ORGANIZATION (<i>Permittee</i>)		
3. ORGANIZATION REPRESENTATIVE (<i>Last, First MI</i>)		4. TELEPHONE NUMBER (<i>daytime</i>)	5. TELEPHONE NUMBER (<i>evenings</i>)
6. ADDRESS (<i>Post Office Box or Street, City, State and Zip Code</i>)		7. PURPOSE	
8a. EVENT DATE (<i>YYYYMMDD</i>)	b. EVENT TIME (<i>0001-2400 hours</i>)	9. LAKE LOCATION NAME, TEXAS	

SECTION I - CONDITIONS

PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. **PERMIT APPLICATION FEE:** PERMITTEE SHALL PAY A \$75.00 NON-REFUNDABLE PERMIT APPLICATION FEE FOR EACH SPECIAL EVENT PERMITTED ON A NON-OUTGRANTED AREA, AND ONLY EVENTS PERMITTED ON AN OUTGRANTED AREA THAT DOES NOT INCLUDE REIMBURSEMENT CHARGES FOR COSTS ACCRUED BY THE CORPS IN PROVIDING SPECIAL BENEFITS IN SUPPORT OF THE SPECIAL EVENT.
2. **REAL ESTATE ADMINISTRATION FEE:** PERMITTEE SHALL PAY A \$500.00 REAL ESTATE ADMINISTRATION FEE FOR EACH SPECIAL EVENT PERMITTED ON AN OUTGRANTED AREA THAT INCLUDES REIMBURSEMENT CHARGES FOR COSTS ACCRUED BY THE CORPS IN PROVIDING SPECIAL BENEFITS IN SUPPORT OF THE SPECIAL EVENT.
3. **ADDITIONAL FEES:** IN ADDITION TO THE \$75.00 PERMIT APPLICATION FEE OR \$500 REAL ESTATE ADMINISTRATION FEE, THE PERMITTEE SHALL REIMBURSE THE GOVERNMENT FOR ALL GOVERNMENT COSTS ACCRUED BY THE CORPS IN PROVIDING SPECIAL BENEFITS TO AN IDENTIFIABLE RECIPIENT IN SUPPORT OF THE SPECIAL EVENT. THESE COSTS WILL INCLUDE DIRECT AND INDIRECT COSTS INCURRED BY THE GOVERNMENT FOR ADDITIONAL SERVICES AND/OR RESOURCES RELATED SPECIFICALLY TO THE SPECIAL EVENT, INCLUDING THE RESERVATION AND USE FEES FOR ALL RECREATIONAL FACILITIES TO BE USED BY THE PERMITTEE DURING THE SPECIAL EVENT. IF THE EVENT WILL CAUSE THE GOVERNMENT TO ACCRUE REIMBURSABLE COSTS, AN ITEMIZED ACCOUNTING OF THE REIMBURSABLE COSTS WILL BE ATTACHED AND BECOME A CONDITION TO THIS PERMIT PRIOR TO ISSUANCE.
3. **EVENTS FOR PROFIT ON NON-OUTGRANTED AREAS:** IF THE EVENT IS LOCATED ON A NON-OUTGRANTED AREA AND COLLECTS FUNDS IN EXCESS OF ACTUAL COSTS, ALL EXCESS FUNDS SHALL BE PAID TO THE CORPS FOR LEGAL DISPOSAL UNLESS SURPLUS PROCEEDS ARE USED FOR BENEFIT TO THE PROJECT AS DETERMINED BY THE OPERATIONS PROJECT MANAGER. A RECEIPT AND EXPENDITURE STATEMENT SHALL BE PROVIDED BY THE PERMITTEE WITHIN 30 DAYS FOLLOWING THE EVENT.
4. **EVENTS FOR PROFIT ON OUTGRANTED AREAS:** IF THE EVENT IS LOCATED ON AN OUTGRANTED AREA, ALL GROSS EVENT PROCEEDS WILL BE REPORTED IN ACCORDANCE WITH ALL APPLICABLE LEASE CONDITIONS.
5. **ALCOHOLIC BEVERAGES:** IF THE EVENT INCLUDES THE SALE OR DISTRIBUTION OF ALCOHOLIC BEVERAGES THE PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS INCLUDING THE TEXAS ALCOHOLIC BEVERAGE COMMISSION (*TABC*) REGARDING THE SALE OR DISTRIBUTION OF ALCOHOLIC BEVERAGES.
6. **APPLICABLE LAWS AND REGULATIONS:** THE PERMITTEE SHALL COMPLY WITH ALL APPLICABLE FEDERAL LAWS AND REGULATIONS, LEASE CONDITIONS, AND WITH ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE, COUNTY, AND MUNICIPALITY WHEREIN THE EVENT IS LOCATED, INCLUDING, BUT NOT LIMITED TO, THOSE REGARDING CONSTRUCTION, HEALTH, SAFETY, FOOD SERVICE, SALE OR DISTRIBUTION OF ALCOHOLIC BEVERAGES, WATER SUPPLY, SANITATION, USE OF PESTICIDES, LICENSES OR PERMITS TO DO BUSINESS.
7. **HEALTH AND SAFETY:** THE PERMITTEE IS RESPONSIBLE FOR TAKING ALL REASONABLE HEALTH AND SAFETY PRECAUTIONS FOR THE PROTECTION OF LIFE AND PROPERTY, INCLUDING PARTICIPANTS AND SPECTATORS. THIS WILL INCLUDE COORDINATING WITH THE APPROPRIATE LOCAL AND STATE AGENCIES, PROVIDING SECURITY, PARKING ASSISTANCE, ADEQUATE POLICING FOR CROWD SUPERVISION AND CONTROL. OTHER SUCH PRECAUTIONS MAY INCLUDE SPECIAL TRAFFIC HANDLING, PROVISION OF AMBULANCE SERVICE OR FIRST AID STATION, SECURITY, AND ADDITIONAL WATER SUPPLY AND SANITARY FACILITIES. THE PERMITTEE WILL ALSO COMPLY WITH SUCH ADDITIONAL SAFETY PRECAUTIONS AS DIRECTED BY THE OPERATIONS PROJECT MANAGER.

8. ENVIRONMENTAL AND CULTURAL IMPACTS: THE PERMITTEE SHALL EXERCISE DUE CARE IN THE USE OF THE PREMISES SO AS TO MINIMIZE THE IMPACT ON ENVIRONMENTAL AND CULTURAL RESOURCES.
9. PUBLIC USE: PRIVATE USE OF THE PROJECT LANDS WILL NOT PREEMPT PUBLIC USE OF PROJECT RECREATIONAL RESOURCES NOT EXCLUSIVELY COVERED UNDER THIS PERMIT.
10. NON-DISCRIMINATION: ADMISSION TO VIEW THE EVENT WILL BE OPEN TO THE GENERAL PUBLIC WITHOUT DISCRIMINATION ON THE GROUNDS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX OR AGE. PARTICIPATION IN THE EVENT MAY BE LIMITED TO MEMBERS OF THE SPONSORING GROUP PROVIDED THAT THE GROUP DOES NOT UNLAWFULLY DISCRIMINATE AGAINST PARTICIPATION IN THE EVENT ON GROUNDS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX OR AGE. REQUEST FOR SPECIAL EVENTS PERMITS CITING "SPECIAL CIRCUMSTANCES" FOR PARTICIPATION REQUIRING GENDER OR AGE DISCRIMINATION MUST BE ACCOMPANIED BY AN EXCEEDINGLY PERSUASIVE JUSTIFICATION. THIS MAY BE APPROPRIATE FOR ACTIVITIES SUCH AS CONTACT SPORTS AND SPORTS SUCH AS TENNIS, GOLF, OR COMPETITIVE SWIMMING. FISHING TOURNAMENTS DO NOT QUALIFY FOR DISCRIMINATION BASED ON GENDER.
11. INSURANCE: THE PERMITTEE SHALL MEET BONDING, INSURANCE, AND OTHER REQUIREMENTS AS DETERMINED BY THE OPERATIONS PROJECT MANAGER.
12. PERFORMANCE BOND: AT THE DISCRETION OF THE OPERATIONS PROJECT MANAGER A PERFORMANCE BOND MAY BE REQUIRED TO COVER MAINTENANCE, DAMAGE AND RESTORATION COSTS FOR GOVERNMENT RESOURCES AND FACILITIES, INCLUDING AN AMOUNT EQUAL TO THE ESTIMATED COST TO BE ACCRUED BY THE CORPS SPECIFICALLY RELATED TO THE SPECIAL EVENT.
13. DAMAGES: THE PERMITTEE SHALL REPAIR OR REPLACE ANY PROPERTY OF THE UNITED STATES GOVERNMENT THAT IS DAMAGED OR DESTROYED AS A RESULT OF, OR INCIDENTAL TO, THE EVENT AND SHALL RESTORE THE PERMITTED AREA BY 12:00 PM OF THE DAY AFTER THE EVENT. REPAIRS AND RESTORATION SHALL BE COMPLETED TO THE SATISFACTION OF THE OPERATIONS PROJECT MANAGER.
14. GOVERNMENT LIABILITY: THE UNITED STATES GOVERNMENT IS NOT RESPONSIBLE FOR DAMAGES TO PROPERTY OR INJURIES TO PERSONS WHICH ARISE FROM OR ARE INCIDENTAL TO THE EXERCISE OF THE PRIVILEGES HEREIN GRANTED AND SHALL BE HELD HARMLESS FROM ANY AND ALL SUCH CLAIMS.
15. REQUIRED DOCUMENTATION: WITHIN 30 DAYS FOLLOWING THE EVENT, THE PERMITTEE OF THE EVENT WILL SUBMIT TO THE GOVERNMENT THE FOLLOWING: NUMBER OF PARTICIPANTS, A RECEIPT REPORT ITEMIZING TOTAL COSTS AND REVENUES COLLECTED AND A CHECK OR MONEY ORDER AMOUNTING TO ALL REIMBURSABLE COSTS AS DETERMINED BY THE OPERATIONS PROJECT MANAGER AND IN ACCORDANCE WITH THE CONDITIONS OF THIS PERMIT AND APPLICABLE LEASE CONDITIONS.
16. AUDIT: THE GOVERNMENT RESERVES THE RIGHT TO AUDIT THE PERMITTEE'S RECORDS.
17. CANCELLATION: THE GOVERNMENT RESERVES THE RIGHT TO REFUSE OR CANCEL ANY EVENT OR PROGRAM AT ANY TIME BEFORE OR DURING THE EVENT AS DETERMINED BY THE OPERATIONS PROJECT MANAGER, WITHOUT LIABILITY TO THE GOVERNMENT OR ITS EMPLOYEES.
18. SPECIAL CONDITIONS: SPECIAL CONDITIONS AND ESTIMATED REIMBURSEMENT COSTS ARE ATTACHED IF SELECTED (X) OR USE BLOCK 20 BELOW:
19. EVENTS ON OUTGRANTED AREAS: IF THE EVENT IS LOCATED ON AN OUTGRANTED AREA, THIS PERMIT IS BEING ISSUED BY THE OPERATIONS PROJECT MANAGER OR THEIR AUTHORIZED REPRESENTATIVE UNDER THE AUTHORITY GRANTED BY THE CHIEF, REAL ESTATE DIVISION.

20. SPECIAL CONDITIONS

SECTION II - SIGNATURE BLOCK CERTIFICATIONS

1a. PERMITTEE (<i>Last, First MI</i>)	b. DATE (YYYYMMDD)	c. PERMITTEE'S SIGNATURE
2a. OPERATIONS PROJECT MANAGER / REPRESENTATIVE (<i>Last, First MI</i>)	b. DATE (YYYYMMDD)	c. OPM / REPRESENTATIVE'S SIGNATURE