

Appendix B

STATE OF SOUTH CAROLINA
COUNTY OF Pickens

Permit No. _____
Date Issued _____
Expiration Date _____

**CLEMSON EXPERIMENTAL FOREST
SPECIAL USE PERMIT**

Authority: SC Code of Laws 1976 as Amended 59-119-60

_____ of _____
(Holder Name)

_____ (Billing Address) _____ (City) _____ (State) _____ (Zip Code)

(hereinafter called the Holder) is hereby authorized to use or occupy **The Clemson Experimental Forest** (hereinafter called The CEF) lands, to use subject to the conditions set out below.

This permit covers _____ miles of trail, and is described as _____
_____ 1 as shown on the location map attached to and made a part of
this permit (Attachment A), which is issued for the purpose of _____

The above described or defined area shall be referred to herein as the "permit area."

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

- A. Authority. This permit is issued pursuant to the authority enumerated. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the regulations and any subsequent amendment to them.
- B. Authorized Officer. The authorized officer is the Director of the Clemson Experimental Forest or a delegated officer.
- C. License. This permit is a license for the use of Clemson University owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U. S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.
- D. Amendment. This permit may be amended in whole or in part by Clemson University at the discretion of the authorized officer, if such action is deemed necessary or desirable to

incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

- E. Existing Right. This permit is subject to all valid rights and claims of third parties. The State of South Carolina and Clemson University are not liable to the holder for the exercise of any such right or claim.
- F. Non-exclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. Clemson University reserves the right to use or allow others to use any part of the permit area for any purpose.
- G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow other authorized entrants free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing open roads shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.
- H. Clemson University Right of Entry and Inspection. Clemson University shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, Clemson University may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the State of South Carolina under any law or regulation.
- I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.
- J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.
- K. The holder of this permit and all participants of the events for which this permit is issued are subject to Federal, State, and local laws and regulations set forth by Clemson University and the SC Wildlife Management Area Program.

II. RESPONSIBILITIES OF THE HOLDER

- A. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer, but imminent hazards shall be immediately abated or clearly marked.

- B. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of all federal, state and county ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of Clemson University to inspect the premises. A failure by Clemson University, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.
- C. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.
- D. Change of Address. The holder shall immediately notify the authorized officer of a change in address.
- E. The holder shall remove all temporary signage erected by the holder or holder's agent within 5 calendar days after expiration of this permit.
- F. The holder or holder's agent/s shall remove all trash/refuse which may be present on the permit area prior to leaving the permit area or within 24 hours after expiration of this permit.

III. LIABILITY

For purposes this section, "holder" includes the holder's heirs, assigns, agents employees, and contractors.

- A. Risk of Loss. The holder assumes all risk of loss of property. Loss to property may result from, but is not limited to, theft, vandalism, fire, rising waters, winds, falling limbs or trees, and acts of God.
- B. Damage to Property of Clemson University/CEF. The holder has an affirmative duty to protect from injury and damage the land, property, and other interests of Clemson University. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands, properties, and other interests covered by the permit.
 - 1. The holder shall compensate in full Clemson University for damages occurring under the terms of this permit or under any law or regulation applicable to the CEF. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs associated with the holder's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration of natural resources, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs 'in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the CEF open to public use caused by the holder's use to the same extent as provided under paragraph III (B) (1), except that liability shall not include reasonable and ordinary wear and tear.
3. In addition to liability provided in this paragraph, the holder may incur strict liability for certain high hazard situations if so provided by additional clauses appended to the permit

C. Indemnification and Liability of the State of S.C./Clemson University. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S. C 1251 et seq., the Oil Pollution Act, 33 U.S.C. 7401 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq. and the Comprehensive Environmental Response, Control, and Liability Act, 42 U. S.C. 9601 et seq., as subsequently amended, and The Endangered Species Act. The holder shall indemnify, defend, and hold Clemson University harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use authorized by this permit. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the holder in connection with the use authorized by this permit. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the holder in connection with the use authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgments, claims, or demands assessed against Clemson University; (3) costs, expenses, and damages incurred by the State of South Carolina / Clemson University; or (4) other releases or threatened releases on or into land, property, and other interest of the State of South Carolina/Clemson University by solid waste and/or hazardous substance(s).

The holder's indemnification of the State of South Carolina/Clemson University shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interests of the State of South Carolina/Clemson University. The State has no duty to inspect permit area or to warn of hazards. If the State does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the State of South Carolina/Clemson University in a court of competent jurisdiction.

IV. TERMINATION, REVOCATION, AND SUSPENSION

- A. General .. For purposes of this permit, "revocation," "suspension" and "cancellation" refer to the cessation of uses and privileges under the permit.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest, such as resource protection.

"Suspension" refers to a revocation by the authorized officer, which is temporary, and the privileges may be restored upon the occurrence of prescribed actions or conditions.

"Cancellation: refers to a action by the authorized officer to end the permit for reasons in the best interest of the permit area, such as inclement weather, or by request of the permittee

B. Revocation-or Suspension. Clemson University/CEF may revoke or suspend this permit in whole or part for;

1. Noncompliance with federal, state, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section IV (B), the authorized officer shall give the holder notice of the grounds for each action and a reasonable time, not to exceed 72 hours, to complete the corrective action prescribed by the authorized officer.

D. This permit and event are subject to cancellation at the discretion of the authorized officer for reasons including but not limited to the following.

1. Rainfall
2. Poor Trail Conditions
 - a. Lack of an acceptable alternate route
 - b. Safety conditions (uncontrollable event such as a severe storm or wildfire).
3. Request by permittee

E. Refusal of Request. Request for permit may be refused based on the group's previous failure to abide by the CEF Special Use Permit.

1. The penalty will be enforced at the discretion of the authorized officer,
2. The penalty will be no less than six months refusal from the last Special Event in question.

V. FEES

A. The fees due Clemson University for this use shall be paid as per invoice to:

Forest Operations Manager
Clemson Experimental Forest
Clemson University
Department of Forest Resources
Box 340334
266B Lehotsky Hall
Clemson SC 29634-0334

in the form of check, draft or money order made payable to Clemson University; and shall be non-exclusive, \$4.00/exclusive, \$6.00 per participant per day. Participants do not include Judges, managers and other event officials or workers.

The holder will send to the Director's designee CEF on or before , _____ a certified list of the registrants and participants in this event for purpose of determining the appropriate fees due Clemson University for issuing this permit. Registration fists and other financial information provided by the holder will be treated as confidential, as provided in the Privacy Act of 1974, 5 U.S.C. 552a.

- B. Payment Due Date. The payment due date shall be the close of business _____ Payments due Clemson University for this use shall be deposited at the designated address V (A) above in the form of a check, draft, or a money order payable to Clemson University. Payments shall be credited on the date received by the officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business, on the next workday.

Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by Clemson University without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

- D. Delinquent Fees. The authorized officer shall require payment of any and all fees owed Clemson University under any Clemson University authorization before issuance of a new permit.
- E. Clean up Deposit. A clean up and performance deposit prior to an event in an amount not to exceed \$500.00 will be required. The deposit will be held in a non-interest-bearing account and returned to the holder upon satisfactory exit of the permit area as determined by the designated officer. Upon determination of fees due for this permit, any or all of this amount may be used for payment of same.

1. The inspection of the permit area will occur no less than one week after the event.

VI. OTHER PROVISIONS

- A. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young growth timber below merchantable size at current damage appraisal value, provided that Clemson University reserved the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer

B. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

VII. INSURANCE

- A. The holder shall have in force at all times during the period of this permit, public liability insurance covering: (1) property damage in the minimum amount of \$300,000.00 and (2) personal injury or death in the minimum amount of \$1,000,000.00. The coverage shall extend to property damage, bodily injury or death arising out of the holder's activities or any participant's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name Clemson University as a co-insured and provide for specific coverage of the holder's contractually assumed obligation to indemnify Clemson University. The holder shall require the insurance company to send an authenticated copy of its insurance policy to the authorized officer, CEF immediately upon issuance of the policy. The policy shall also contain specific provisions or a rider to the effect that: (1) the inclusion of Clemson University as an additional insured shall in no manner preclude recovery from the insurance company of any amounts which the holder or any participant becomes legally obligated to pay to Clemson University as a result of holder's or participant's activities under the permit, and (2) the policy will not be canceled or its provisions changed or deleted before 30 days written notice to the Forest Operations Manager, CEF by the insurance company, and a rider clause or policy provision shall state as follows:

"It is understood and agreed that the coverage provided under this policy will not be canceled or its provisions changed or deleted before thirty (30) days written notice to the Director, CEF from the insurance company."

Alternatively, for a permit of less than 30 days duration the holder may provide a certificate of insurance which clearly lists the dates of applicable insurance coverage, the amounts, and other required information. The authorized officer will verify the policy within 5 days prior to the event.

- B. In addition to the public liability insurance coverage and bond requirements previously stated in this permit, the holder agrees to have in force and furnish any additional liability insurance coverage and bond required by the laws of the State of South Carolina.

VIII. RESPONSIBILITIES OF THE HOLDER

- A. The holder shall conduct the operations authorized by this permit with full recognition of the need for public safety. In furtherance of this requirement the holder shall at the discretion o

the Director, CEF prepare a safety plan designed to provide adequate safety to the users of the permitted area. The following are required:

1. Working cell phone on site.
2. Map to event site provided to local emergency medical service.
3. Map to closest hospital posted at the event site.
4. First aid kit on site and, at the discretion of the authorized officer, an EMT on site.

The plan shall include, but not be limited to, provisions for adequate instructions, signs, warnings, signals, barriers, fire suppression, first aid, and other safety precautions necessary to provide public safety.

- B. The permitted area will be maintained to present a clean, neat, and orderly appearance.
- C. The holder shall dispose of refuse resulting from this use, including waste materials, garbage and rubbish of all kinds, and shall guard the purity of streams and living waters. All garbage shall be placed in garbage containers and disposed of at an authorized county convenience center by the holder or his/her agents.
- D. The holder will take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary will call in the appropriate law enforcement officer.
- E. Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with his permission shall, upon proof thereof, be cause for revocation of this permit or removal of disorderly persons from the property/or both.
- F. Gambling or gambling machines or devices will not be permitted on Clemson Experimental Forest lands regardless of whether or not they are lawful under state law or county ordinances.
- G. The sale of alcoholic beverages, and the use and possession of alcoholic beverages are not permitted on the Clemson Experimental Forest.
- H. The holder is responsible for public safety and resource protection under the conditions set forth in this permit.
- I. The holder shall restrict all parking to areas approved by the Director's designee, CEF.
- J. The holder shall establish a clearinghouse phone number and publish it in advertisement for the event. This allows participants to check the status of the event in case of cancellation,
- K. For equestrian events, the holder shall make preparations for proper tying of horses with highlines.
- L. Permit is valid for sunup to sundown, unless the University grants other authorization.

- M. The holder is responsible for the placement of University approved signs and course markings and their removal.
- N. The holder is responsible for a sanitation and waste management plan and execution. it is recommended to provide one port-a-john per 30 people per weekend.
- O. The holder is responsible for a fire prevention and suppression plan and it's execution. No campfires are allowed on the CEF
- P. The holder has the responsibility to provide the Director's designee, CEF, a list of third party vendors. Limits may be set at the discretion of the University.
- Q. Expiration. Unless sooner cancelled or revoked by the Director, CEF in accordance with provisions of this permit, it shall expire and become void at midnight on April 14, 2000. Expiration shall occur by operation of law and shall not require notice, any decision, document, or any environmental analysis or other documentation.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: _____ CLEMSON UNIVERSITY

By: _____ By: _____
 (Holder Signature) Forest Operations Manager
 Clemson Experimental Forest

Date: _____ Date: _____

Additional Requirements:

In addition to the terms stated in the permit above, the holder also agrees to the following specific terms and conditions:

1. Use main Issaqueena road from East entrance to Indian Creek for additional parking. Keep one (1) emergency lane open at all times and two lanes clear where possible. Dalton Road may be opened and used for parking.
2. Prominently post a sign at main entrance gates indicating caution for the biking event.