

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL RECREATION PERMIT
(43 U.S.C. 1201; 43 U.S.C. 1701; 16 U.S.C. 460L-6(a); and 43 CFR 2930)

Permit No.
NVW03500-14-01

BLM Issuing Office
Winnemucca District
Black Rock Field Office

Permittee Black Rock City LLC

Authorized Representative Charlie Dolman

Address Black Rock City LLC
995 Market Street 15th Floor
San Francisco, CA

Phone Number 415-865-8300

Email Address charlie.dolman@burningman.com

Web Site www.burningman.com

Permit is for (check all that apply) Commercial Competitive Organized Group Vending

Date Issued _____ Date Expires _____ (Terms greater than one year subject to annual authorization)

Seasonal or other period of use limitations *See Burning Man 2014 Operations Plan

Permit Fee Formula Commercial: Greater of \$105/year or 3% of gross revenue

Assigned Sites (commercial only): None No. of Assigned Sites subject to fees _____

Special Area Fees Apply Yes No Special Area Fee _____

Minimum insurance coverage requirements High Risk: \$1,000,000 per occurrence, \$ _____ annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office

Post use report due date(s) _____ Bond Requirement: None Bond Amount _____

Purpose and activities authorized
2014 Burning Man Event

Approved Area of Operation

Southern portion of the Black Rock Desert - High Rock Canyon Emigrant Trails National Conservation Area

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions or stipulations required by the BLM including the General Terms listed on page two of this form and any additional stipulations which may be attached.

Additional Stipulations are attached Yes No

[Signature]
(Permittee Signature)

31 July 2014
(Date)

Approved and issued for the conduct of permitted activities and location shown on this permit and in compliance with the operating plan. Permit is subject to General Terms and any additional stipulations attached.

Gene Seidltz
(BLM Authorized Officer Printed Name)

[Signature]
(BLM Authorized Officer Signature)

8/1/14
(Date)

GENERAL TERMS

- a. The permittee shall comply with all Federal, State, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP or permit). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators.
- b. An SRP authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- c. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.
- d. Unless expressly stated, the permit does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- e. The permittee or permittee's representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services for any one trip or activity and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.
- f. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.
- g. The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.
- h. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.
- i. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
- j. The permittee must present or display a copy of the SRP to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- k. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to three years after expiration of the permit.
- l. The permittee must submit a post-use report to the authorized officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed.
- m. The permittee shall notify the authorized officer of any incident that occurs while involved in activities authorized by these permits, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.