

Number	Effective	Title	Owner
VI-110	12-04	SPECIAL USE PERMIT	OPERATIONS DIVISION

**Purpose**

This policy describes the statutory authority and defines the process for reviewing and approving “special uses” outside the normal or established use of Idaho Department of Parks and Recreation owned lands or administered programs and not already covered in any IDPR rule, regulation, policy, or guideline.

**Legal Authority**

This policy sets forth procedures concerning the issuance of Special Use Permits on all lands owned and programs administered by the Idaho Department of Parks and Recreation. Requests for Permits on lands administered, but not owned by IDPR may also need to be made to the landowner. This policy is promulgated pursuant to Idaho Code Section 67-4223(a) and shall be construed in a manner consistent with the duties and responsibilities of the Idaho Park and Recreation Board as set forth in Idaho Code Title 67, Chapter 42. This policy shall not be construed as affecting any valid existing rights.

**Definitions**

**Board.** The Idaho Park and Recreation Board, a bipartisan, six (6) member board appointed by the Governor.

**Department and IDPR.** The Idaho Department of Parks and Recreation.

**Director.** The director and chief administrator of the Department, or the designee of the director.

**Permittee.** The party to whom a Special Use Permit is granted and their assigns and successors in interest.

**Park/Program Manager.** The person, designated by the director, responsible for administering and supervising particular lands, facilities, and staff that are under the jurisdiction of the Department.

**Special Use.** Any use of IDPR owned land, or use associated with an administered program that is outside the normal or established use of said land or program.

**Special Use Permit.** An instrument authorizing a special use of IDPR owned land or administered program.

**Policy**

A Special Use Permit is required for any activity that:

- is outside the normal or established use of IDPR owned lands or administered programs and is not already covered in any other IDPR rule, regulation, policy, or guideline.
- can be defined as a “commercial activity” not covered by Board concession lease policy

- or IDPR Group Use rules; or
- is pre-organized in nature; or
- requires entry into a closed area; or
- requires access before or after normal park hours.

The Department may Permit a special use if the proposed activity:

- will not conflict with law, rule, policy, or guideline;
- will not, as determined by the Park/Program Manager, cause derogation of the park's or program's resources or values, visitor experiences, or the purpose for which the park or program was established;
- will not likely present a threat of illness, personal injury, or property damage; and
- will not unduly interfere with normal park or program operations, resource protection, or visitor use.

The processing fee for a Special Use Permit, is twenty-five dollars (\$25), which must be received from all applicants before processing can proceed. The processing fees are designed to offset processing costs and are nonrefundable. An additional fee may be assessed if the Park or Program Manager determines that the special use activity is commercial in nature as identified above, needs park staff oversight, or requires special accommodations. Cash compensation for the Special Use Permit shall be collected from the applicant prior to issuance. Offsetting (non-cash) compensation for a temporary Permit may be approved on an individual basis and the terms of the agreement shall be outlined in the temporary Permit. Compensation to IDPR for a Special Use Permit is non-refundable.

The Department's Special Use Permit is the instrument used to authorize special uses in state park areas or in conjunction with recreational programs, and will contain the following information:

- Permittee name and address.
- Description of lands and/or improvements.
- Description of Permitted activities.
- Term limit identifying the total length in days, and the beginning and ending dates inclusively.
- Appropriate indemnifications, releases, and insurance requirements identifying the state and Department as additional insured. Insurance requirements when applicable will be based upon Risk Management standards.
- Applicable non-refundable fees and/or refundable bond or cash deposits.
- Adherence to all applicable Department, federal, state, county, municipal rules and regulations.
- Special conditions addressing unique situations must be included in the temporary Permit to protect natural or park resources, or to safeguard public health, safety or welfare.

The Special Use Permit will be approved by both the Park/Program Manager and the immediate supervisor.

Idaho Department of Parks and Recreation  
**SPECIAL USE PERMIT**

PERMITTEE: \_\_\_\_\_

PARK/PROGRAM: \_\_\_\_\_

This Permit, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Idaho Department of Parks and Recreation, 5657 Warm Springs Avenue, P.O. Box 83720, Boise, ID 83720-0065, hereafter referred to as “Department,” and \_\_\_\_\_ whose address is \_\_\_\_\_, hereafter referred to as “Permittee”.

Witnesseth:

By this Permit, the Department authorizes Permittee to use, subject to conditions set out below, the following described lands and/or improvements:

This Permit is issued by the Department for the following described activities:

This Permit is issued with the following special conditions to protect natural or park resources, or to safeguard public health, safety or welfare.

The term of the Permit is limited to a maximum of \_\_\_\_\_ days, and is hereby issued for \_\_\_\_ days from the \_\_\_ day of \_\_\_\_\_, 20\_\_ through the \_\_\_ day of \_\_\_\_\_.

20\_\_\_\_, inclusively.

Conditions:

1. Use of said lands and/or improvements by Permittee shall be only for those purposes herein described.
2. No alterations, modifications, improvements, changes or damages of any nature shall be made by Permittee on or to any Department lands, or improvements without specific written approval by the Department in advance. This shall include all natural and historic features.
3. Permittee shall release without limitation the Idaho Department of Parks and Recreation, the State of Idaho and all of its political subdivisions from any and all liabilities, claims and causes of action arising from any activities resulting from this agreement.
4. Permittee shall indemnify, defend and save harmless the state, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever caused by or arising out of the undersigned's and/or representative parties' performance, acts or omissions under this Agreement, and, if applicable, for this purpose to carry at its own expense the following amounts of insurance:
  - \$\_\_\_\_\_ for injury to or death of any one person per occurrence.
  - \$\_\_\_\_\_ for injury to or death of more than one person per occurrence.
  - \$\_\_\_\_\_ for damage to property and products per occurrence.

Policy or policies of liability insurance shall include the following special endorsement:

“The Idaho Department of Parks and Recreation, their officers, employees and agents, are hereby declared to be additional insured's under terms of this policy, both as to activities of the state of Idaho, and Idaho Department of Parks and Recreation and their officers, employees and agents as related to the activity described herein. The state of Idaho is not liable for payment of any premiums or assessments on this policy.”

5. Permittee shall comply with Department rules, regulations and procedures governing IDPR parks and programs, and all federal, state, county, and municipal laws, ordinances or regulations that are applicable to the area or operation authorized herein.
6. Permittee shall pay to Department \$\_\_\_\_\_ for use of said lands and/or improvements and any other services agreed to herein. This payment is nonrefundable.
7. Prior to any on-site occupancy, Permittee shall post a bond or cash deposit with Department in the amount of \$\_\_\_\_\_ to assure that use of said lands and/or improvements will be as hereby authorized and agreed to. Return of said bond or deposit is subject to compliance with terms and conditions of this Permit.
8. Permittee shall keep said lands and/or improvements to standards of repair, orderliness, sanitation and safety acceptable to Department. Prior to termination of this Permit, Permittee

shall clean and restore said lands and/or improvements either back to original condition or to a condition satisfactory to Department.

9. Permittee agrees that public use of said lands and/or improvement will not be unreasonably restricted.
10. Permittee shall comply with any special instructions received from the Park/Program Manager in charge.
11. This Permit is subject to all other valid contracts, rights of way and easements in effect upon said land and/or improvements.
12. No employee of Department may work for Permittee in any capacity or accept a gratuity of any nature whatsoever.
13. A Special Use Permit not used for the purpose for which it was granted for a period of thirty (30) days is presumed abandoned and shall automatically terminate. The Park/Program Manager shall notify the Permittee in writing of the termination. The Permittee shall have thirty (30) days from the date of the written notice to reply in writing to the Park/Program Manager to show cause why the Special Use Permit should be reinstated. Within thirty (30) days of receipt of the statement to show cause, the Park/Program Manager shall notify the Permittee in writing as to the Park/Program Manager's decision concerning reinstatement.
14. Special Use Permits cannot be assigned without the approval of the Park/Program Manager. To request approval of an assignment, the Permittee must contact the Park/Program Manager, for approval and processing to include the issuance of a new Special Use Permit with associated fees.
15. Should the land be needed for park development or recreation use, the Department reserves the right to order the change of location or the removal of any structure(s) or facility(ies) authorized by a Special Use Permit at any time. Any such change or removal will be made at the sole expense of the Permittee, its successors or assigns. When a Special Use Permit is terminated prior to its stated expiration date pursuant to this provision, the Permittee will receive a pro-rata refund of compensation paid.
16. The Special Use Permit is not exclusive to the Permittee, and shall not prohibit the Department from granting other Permits or franchise rights of like or other nature to other public or private entities, nor shall it prevent the Department from using or constructing roads and structures over or near the lands encompassed by the Special Use Permit, or affect the Department's right to full supervision or control over any or all lands which are part of the Special Use Permit.
17. The Permittee may voluntarily relinquish a Special Use Permit any time by contacting the Park/Program Manager in writing.
18. The Department may cancel a Special Use Permit if the Permittee fails to comply with any or all of its provisions, terms, conditions, or rules; or through willful or unreasonable neglect, fails to heed or comply with notices given.
19. Upon termination, cancellation, expiration, or relinquishment, the Permittee shall have thirty (30) days from the date of termination to remove any facilities and improvements constructed by the Permittee, and shall restore the Permit site to the satisfaction of the Park/Program Manager. Upon written request, and for good cause shown, the Department may allow a

reasonable additional time for the removal of improvements and facilities and the restoration of the site.

In witness whereof, the parties have hereunto subscribed their names as of the date first above written.

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Immediate Supervisor

By \_\_\_\_\_ Date \_\_\_\_\_  
Permittee