



## VALLECITO RESERVOIR ANNUAL COMMERCIAL USE PERMIT

<b>PERMIT HOLDER:</b>	
<b>TAX ID:</b>	
<b>AUTHORIZED ACTIVITY:</b>	
<b>EFFECTIVE DATE:</b>	
<b>ANNUAL FEE:</b>	<p><u>Application Fee:</u> \$100 – <i>due at time of application</i></p> <p><u>Use Fee:</u> 20% of Permit Holder’s gross revenue from commercial use of Vallecito Reservoir during the term of this Commercial Use Permit <i>Annual accounting with supporting documentation due by December 31st.</i></p>
<b>PAYMENT RECEIVED:</b>	<p>Amount: _____ Date: _____</p> <p style="text-align: right;">Cash _____ (initials) _____</p>

**TERMS & CONDITIONS OF AUTHORIZATION:**

1. Permit Holder is responsible for obtaining all other permits, licenses, authorizations, and consents (if any) that are necessary and/or required for the activity at issue.
2. This Permit does not eliminate the requirement to purchase Pine River Irrigation District (“District”) use permits and boat permits if vehicles and/or boats are used and/or located on Pine River Project property, which is owned by Bureau of Reclamation's (“Reclamation”). Permit Holder shall ensure that both it and its customers have the requisite permits. This Permit does not grant the Permit Holder exclusive use of any Reclamation lands or of Pine River Project Property.
3. Permit Holder shall, at all times, operate in a safe and responsible manner, shall comply with all regulations applicable to Permit Holder's activities described above, and shall not engage in any activities that endanger the safety of the general public or violate any State or Federal law. Permit Holder shall promptly notify the District if it encounters any dangerous or unsafe conditions on Reclamation property.
4. Permit Holder shall carry public liability and property damage insurance as is customary in an amount maintained by prudent operators of similar businesses under comparable circumstances. Permit Holder agrees to pay the cost to repair any and all damage to Reclamation and/or District property caused by Permit Holder or Permit Holder's employees, agents, customers, guests, and invitees.
5. During the activities authorized herein, Permit Holder shall be particularly alert to take all reasonable and necessary precautions to (minimize siltation and erosion, prevent, and suppress fires, and cooperate in watershed management practices) protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the trail areas. If during ground disturbance actions cultural materials are uncovered the Reclamation archaeologist must be contacted immediately and activities in the immediate vicinity of the discovery must cease.
6. Permit Holder shall comply with all applicable Reclamation regulations that pertain to use of Reclamation property.
7. Permit Holder shall cooperate with the District and shall not obstruct or in any way interfere with the District’s operation and management of Vallecito Reservoir.
8. Permit Holder agrees that it and its employees will not discriminate against any person because of race, color, age, sex or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

9. Permit Holder acknowledges that Vallecito Reservoir is a part of the Pine River Project and understands that use of Reclamation lands maybe restricted whenever Reclamation and/or the District determine such restriction is necessary in the interest of project operation, public safety, or national safety. In the event of any such restriction, Permit Holder's application fee will not be refunded.

10. Permit Holder will make no modifications, alterations, or improvements to Reclamation land at Vallecito Reservoir without written authorization.

11. This Permit is issued in accordance with the Memorandum of Agreement between the Bureau of Reclamation and the District. In the event of the termination of the Agreement between the United States and the Pine River Irrigation District, dated June 11, 1984, as amended and extended, this Commercial Use Permit shall automatically terminate.

12. Through the issuance of this Permit, the United States, its officers, agents, employees, and assigns, including the District, do not assume any liability resulting from the granting of this Permit or the exercise thereof. Permit Holder assumes all risks associated with exercising the rights under this Permit.

a) Permit Holder, for Permit Holder and Permit Holder's guests and invitees, hereby agrees to indemnify and hold harmless the United States, its employees, agents and assigns, including the District and its agents and employees, from any and all loss or damages and expenses (including legal fees), claims, liabilities, causes of action, and demands whatsoever arising out of or in any manner connected with activities under this Permit.

b) Permit Holder, for Permit Holder and Permit Holder's guests and invitees, hereby releases the United States, its officers, employees, agents, or assigns, including the District and its agents and employees, from any and all liability for any and all loss or damage of every description or kind whatsoever, which may result to Permit Holder, its employees, agents, guests, or invitees from the activities, associated with this Permit, provided that nothing in this Permit shall be construed as releasing the United States, its officers, agents, employees, and assigns, from liability for their own negligence.

c) The United States shall be liable for injury or damage resulting from the issuance of this Permit to the extent that the United States is determined to be liable pursuant to the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. '1346(b), 2671 et seq) or other applicable law.

d) The District shall be liable for injury or damage resulting from the issuance of this Permit to the extent that the District is determined to be liable pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

13. If the District incurs costs or fees, including, but not limited to, reasonable attorneys' fees, as a result of this Commercial Permit and/or the activities authorized herein, Permit Holder agrees to pay all such costs and fees, whether or not litigation is initiated.

**If the above conditions are not followed, Reclamation or the District will revoke this Permit. Reclamation or the District may also terminate this Permit at any time if the use authorized herein conflicts with reservoir management or project purposes.**

**Permit Holder Concurrence:**

\_\_\_\_\_

\_\_\_\_\_  
Date

<b>Internal Use Only</b> <b>Approving Official</b>	_____	_____
	Pine River Irrigation District	Date
<b>Concurrence</b>	_____	_____
	USBR, Division Resource Manager	Date

Pine River Irrigation District  
Annual Commercial Use Application  
13029 C/R 501 Bayfield, CO 81122 Telephone (970)884-2558

Use this form to request authorization for the use of Vallecito Reservoir Federal property which is currently under the management of Pine River irrigation District (PRID). PRID will work with in coordination with the Bureau of Reclamation (BOR) to review and approve/deny this request.

Applicant (person and/or organization) \_\_\_\_\_

FED TAX ID#: \_\_\_\_\_ Non-Profit: yes  no

Address: \_\_\_\_\_

Telephone/Cell Phone: \_\_\_\_\_ email: \_\_\_\_\_

Event Description: \_\_\_\_\_

Location of Use/Event (a map/drawing is required) \_\_\_\_\_

Purpose/Description of Use: \_\_\_\_\_

Start and end dates: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Actual Time of Event: \_\_\_\_\_ (am/pm) To: \_\_\_\_\_ (am/pm)

Number of people attending: \_\_\_\_\_ Number of Vehicles: \_\_\_\_\_

Name of Insurance Carrier (certificate copy required) \_\_\_\_\_

Have you, or your organization, forfeited any portion of any previous permit, bond, or surety submitted for use on Federal Lands, or is any investigation or legal action pending against you or your organization for use of Federal Lands? **YES**  **NO**

If "yes", attach details on additional sheet.

Applicant Certification: I certify that the information given in this application is true, complete, and correct to the best of my knowledge and belief and is given in good faith. I acknowledge that I (we) am (are) required to comply with any conditions or stipulations that are required by PRID and the BOR when use authorization is issued. I also understand that use authorization may be revoked at any time by PRID and/or BOR for any reason to include, but not limited to, noncompliance with use requirements. \$100.00 Non-Refundable Application Fee.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Received by PRID: \_\_\_\_\_ Date: \_\_\_\_\_