

## (SAMPLE PERMIT)

United States Department of Agriculture  
Forest Service

NAME OF PERMITTEE

KIND OF USE

## TERM SPECIAL USE PERMIT

Resort

Act of March 4, 1915, as amended July 28, 1956,  
or Act of March 30, 1948

DATE OF PERMIT

FILE CODE

2710

REGION

STATE

FOREST

RANGER DISTRICT

6

Washington

Snoqualmie

Tieton

Permission is hereby granted to \_\_\_\_\_

of \_\_\_\_\_,  
hereinafter called the permittee, to use subject to the conditions set out below, the following described  
lands or improvements for the period of \_\_\_\_\_\*\_\_\_\_\_ years from the date hereof:

The White Pass Resort Tract as surveyed and marked in Section 2,  
Township 13 North, Range 11 East, W.M., as shown on the attached  
map which is made a part of this permit.

\* 20 to 30 years as determined from investment needed.

This permit covers \_\_\_\_\_ acres ~~and of~~ \_\_\_\_\_ ~~acres~~ and is issued for the purpose of:

Constructing, operating, and maintaining a public service area consisting  
of facilities listed in the Operator's Prospectus entitled WHITE PASS  
RESORT DEVELOPMENT, SNOQUALMIE NATIONAL FOREST, WASHINGTON, dated  
September 1963, which are further itemized in the construction schedule  
shown in Clause 21 below.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this  
permit.

1. In consideration for this use, the permittee shall pay to the Forest Service, U. S. Department of Agriculture,  
the sum of See Clause 20 Dollars (\$) \_\_\_\_\_ for the period from \_\_\_\_\_  
19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, and thereafter  
annually on \_\_\_\_\_ Dollars (\$) \_\_\_\_\_):

Provided, however, That the charges for this use shall be readjusted as of, and effective on, the beginning of each  
5-year period from the due date of the first annual payment in order to place the charges on a basis commensurate  
with the value of use authorized by this permit.

2. Construction or occupancy and use under this permit shall begin within \_\_\_\_\_ months, and construction,  
if any, shall be completed within See Clause 21 months, from the date of the permit. This use shall be actually exer-  
cised at least 365 days each year, unless otherwise authorized in writing.

3. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of  
lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees  
or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved,  
and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid  
for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size  
at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable  
timber to other than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted  
in such manner and in such places about the premises as may be approved by the forest officer in charge.



4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

13. In case of change of address, permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided*, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with Regulation A-10 (36 CFR 211.2) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further*, That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee agrees that the amount which the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed \$ \_\_\_\_\_, and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.

18. 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 provisions thereof, the preceding printed clauses will control.

19 This permit is accepted subject to the conditions set forth above and to conditions 20 to 42 attached hereto and made a part of this permit.

DATE	SIGNATURE OF ISSUING OFFICER	TITLE
		Acting Regional Forester
DATE	SIGNATURE OF PERMITTEE	



20. This use is classified as Class II and the fees due the United States shall be calculated according to the following schedule:

\_\_\_\_\_ percent of net sales and other income.

A minimum fee of \$300.00 per annum is hereby established for this permit which shall be a minimum occupancy fee, due in advance, and is not subject to refund.

The permittee will send to the Forest Supervisor, Snoqualmie National Forest, Seattle, Washington, on or before \_\_\_\_\_ of each year, a certified statement of gross sales and of other income resulting from the operations under this permit, showing by item class authorized deductions resulting in net sales, and a copy of detailed operating statements (Balance Sheet and Profit and Loss Statement) pertaining to operations under this permit, satisfactory to the Forest Supervisor.

The Forest Supervisor may require that any such statement be sworn to and shall have the further right to examine the permittee's accounting records and supporting data during regular business hours.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and furnish to the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentage and will bill the permittee for this amount, less the amount of the minimum fee paid in advance, provided the latter is less than the calculated fee. If the minimum fee paid in advance is greater than the calculated fee, no refund will be made.

In consideration for this use the permittee shall deposit with the Regional Fiscal Agent, U.S. Forest Service, P.O. Box 3542, Portland, Oregon, 97208, a check, draft, or money order made payable to the Forest Service, U.S.D.A., as follows:

1. On or before \_\_\_\_\_ of each year, \$300.00 which is the established minimum fee for this use.
2. Within 30 days of receipt of statement from the Forest Supervisor, the amount calculated in accordance with the above percentage of the net sales and other income reported by the permittee and accepted by the Forest Supervisor.



Definition of Net Sales and Other Income: The term "net sales" shall be the gross amounts derived by the business conducted on the permitted area, or connected therewith, whether conducted by the permittee or any other person under authority of the permittee, from the sales of merchandise, services, and other income. The following items may be deducted if applicable:

1. Returned merchandise, refunds, and allowances.
2. State sales taxes.
3. Federal excise taxes required to be collected by the permittee from the customer and paid by him to the Government (e.g., taxes on theater tickets and other admissions).
4. Federal retailers' excise taxes required to be paid by the permittee to the Government (e.g., taxes on value of furs, jewelry, toilet preparations, luggage, etc.).
5. State gasoline tax, regardless of whether or not paid by the permittee to the State taxing authority.
6. State licenses.

In items 2 and 3, the permittee is, in effect, namely a collection agent for the State and the Federal Government. While taxes under item 4 are required to be paid by the retailer, he merely charges the percentage amount in addition to what would otherwise be the retail sales price, and pays the additional amount to the Federal Government. From the standpoint of the permittee's income, there is no difference between any of these taxes as they are all charges, in addition to retail value, for the benefit of the State or Federal Government.

"Other Income" is other revenue derived from or on the special-use area which cannot be defined as net sales. If the permittee enters into a sublease or concession covering some portion of the regular business on the permit area, then the rental received by the permittee from the sublease shall not be included in the permittee's other income, but the net sales of the leases, subleases, or concessioner, shall be added to the permittee's net sales.

21. Prior to the start of any construction in the permitted areas, the permittee shall submit to the Forest Supervisor a showing of financial resources sufficient to complete all required facilities including proof of cash on hand available for construction.

#### CONSTRUCTION SCHEDULE

In conformance with the prospectus above described and bid, the permittee, upon approval of his financial resources by the Forest Service, shall construct facilities as follows:



Required To Be Constructed By October 15, 1965

1. A service station, within Site A on the attached site plan, which will provide normal motorist services such as sales of gas and oil, accessories, and emergency parts, chain service, towing, and minor mechanical work. The station shall contain public rest rooms. An off-highway automobile parking area sufficient for normal station operation shall be constructed and maintained by the permittee. Living quarters for a station attendant shall be provided in the station building or in a separate building.

Required To Be Constructed By November 30, 1966

1. A 20- to 30-unit motel or lodge, within Site B of the attached site plan, with provision in the design for expansion to meet future public need. An off-highway automobile parking area large enough to accommodate motel guests shall be constructed and maintained by the permittee. Living quarters for a manager and service staff shall be provided in the motel building or in a separate building.
2. A restaurant or cafeteria with capacity to serve as a minimum, fifty people at one time. An off-highway automobile parking area large enough to accommodate restaurant customers shall be constructed and maintained by the permittee.

Optional Developments Authorized During the First 5 Years of the Permit

1. Cocktail lounge may be included provided appropriate State license is obtained by the permittee.
2. Gift shop
3. Separate mens and womens dormitories for a minimum of 20 people each.
4. Swimming pool
5. Commercial trailer court
6. Commercial family cabins
7. Rental pack and saddle horses
8. Boat dock and boat rentals
9. Commercial off-highway parking area



Optional facilities must be completed within five years of the date of the long-term permit if they are to be constructed. The Forest Service reserves the right to select other permittees to construct any or all of the optional facilities not constructed within this time. The Forest Service may select other permittees earlier for any or all of the optional facilities if the permittee declares in writing that he will not construct them.

22. As a guarantee of faithful performance of the conditions in this permit, during the initial construction period, the permittee, prior to undertaking any construction work or clearing, will deliver to the Regional Fiscal Agent, U.S. Forest Service, P.O. Box 3542, Portland, Oregon, 97208, a surety bond in the amount of \$10,000.00 executed by an approved corporate surety.

The requirements of this stipulation will terminate upon completion of construction programmed in Clause 21.

23. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands, facilities or equipment by the permittee under this permit or by the permittee's customers or guests while using the permitted area; Provided, that this shall not be construed to indemnify the United States against its own negligence.

24. At all times when any of the operations authorized by this permit are open to the public, the permittee shall have in force public liability insurance giving protection to the extent of a minimum of \$50,000.00 in the event of death or injury to one individual and \$100,000.00 in the event of death or injury to more than one individual, if such death or injury arises in connection with the construction, operation, maintenance or use of the facilities and equipment authorized in this permit. The permittee shall require the insurance company to send an authenticated copy of his insurance policy to the Forest Service immediately upon issuance thereof. This policy shall contain a specific provision or rider to the effect that the liability coverage shall include the United States of America and that the policy will not be cancelled or its provisions changed or deleted before 30 days written notice is given to the Forest Service by the insurance company.

25. Clause 3 is supplemented to require that all building plans and specifications shall be prepared or approved by a State-licensed architect or engineer. The design, plans, and specifications for construction, repairs, alterations, plumbing, mechanical and electrical installations, and fire and safety features, shall conform to State and County codes as well as to the National Building Code of the National Board of Fire Underwriters, or the Uniform Building Code of the Pacific Coast Building Officials Conference, or other applicable codes issued by nationally known authorities such as the National Electrical Code of the National Fire Protection Association. Water supplies and sewage systems shall be designed for maximum efficiency. As a minimum, standards given in U.S. Public Health Service Publications numbered 24 and 526 shall be followed. Local codes shall be followed if their minimum requirements are more stringent than those of national codes. The permittee shall provide with each plan, information indicating the authority or code complied with for each distinct phase of design.



Construction plans for any building shall be submitted in complete sets to facilitate prompt review by the Forest Service. Stage planning and the submission of parts of over-all construction plans for stage approval, will not be acceptable.

26. This permit includes authority for water use from land under permit to the White Pass Company provided a mutually satisfactory agreement is reached covering land use or any jointly used facilities, such as intakes, storage tanks, pipelines, etc. A written copy of the agreement will become a part of each permit. Water rights, in the name of the Forest Service, are to be provided by the permittee if needed.

27. The permittee shall at all times treat the permitted area so as to prevent soil erosion and accelerated water runoff, and shall reseed or replant the area as necessary to accomplish this objective.

28. The sale of alcoholic beverages may be allowed only under strict control by the permittee's management, under conditions and in a manner satisfactory to the Forest Supervisor. Sale will be confined to a cocktail lounge, separate from the restaurant and in compliance with the laws of the State of Washington and the rules of the Washington State Liquor Control Commission.

29. Gambling or gambling devices of any kind (including slot machines, pinball machines, punchboards, etc.), which pay off either directly or indirectly in cash, are prohibited, regardless of whether or not they are allowed by State law.

30. Nondiscrimination in Employment. See attached sheet.

31. The permittee and his employees shall not discriminate because of race, religion, color, 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. Nor shall the permittee or his employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, religion, color or national origin. The permittee shall include and require compliance with a provision similar to one contained in this clause in any sublease made with respect to the operations authorized hereunder.

32. Written approval from the Forest Supervisor is required prior to erection of signs on National Forest land on or off the area. A plan will be submitted in duplicate to the Forest Supervisor for signs giving location of size, text, and type desired.

33. The permittee in his advertisements, signs, circulars, pamphlets, letterheads, or like material, shall refrain from misrepresenting in any way either the accommodations provided or the status of his permit or of the area covered thereby or tributary thereto. He shall mention that the land is National Forest and occupied under special-use permit.



34. In view of the use herein granted, the exercise of this privilege shall be under the general supervision of the Forest Supervisor, who at all times shall have authority to check the adequacy of the service rendered the public and to require that all services and facilities shall conform to satisfactory standards. Upon request, the permittee shall furnish the Forest Supervisor with a schedule of prices to be charged the ensuing year at the restaurant, and for lodgings and other services authorized by this permit, and such prices may be regulated by the Forest Supervisor, if he finds them to be excessive; Provided, that the permittee shall not be required to charge prices lower than those charged by comparable enterprises.

35. A. The permittee shall either personally or by and through qualified agents conduct operations hereunder. The permittee either will be in residence or will employ a qualified manager who will be in residence on the permitted area season-long and who will, with the necessary staff, operate the permitted services and facilities. The manager, or in his absence an alternate authorized by the permittee, will represent the permittee in on-the-ground consultations and agreements with the District Ranger.

B. If for any reason the permittee contemplates changing the active management of the operations, the qualifications, including character references, of the proposed candidate for the position, shall be submitted to the Forest Supervisor for review and approval prior to firm employment.

36. The permittee, if a corporation, shall furnish the Forest Supervisor a copy of the articles of incorporation, a copy of the corporation's by-laws and, in addition, an authenticated copy of a resolution of the board of directors specifically authorizing certain individual or individuals to represent the permittee in its dealing with the Forest Service. Also, the permittee will furnish the Forest Supervisor a list of officers and directors of the corporation and their addresses and promptly notify him of any changes. A certified list of the stockholders and amount of stock owned by each will be furnished the Forest Supervisor on his request. The permittee will keep the Forest Supervisor informed in writing of the current mailing address of the permittee and the address which the Forest Supervisor shall have most recently so received will constitute the address to which legal and other notices pertaining to this permit will be mailed.

37. In the event the permittee undertakes construction or clearing on the area but fails to carry through with the specified development, he will: (1) remove all structures, materials, and equipment, and restore the area as specified by the Forest Service; (2) plant to forest tree seedlings to the satisfaction of the Forest Service, all lands on which standing trees have been cut.



38. The water supply and its treatment and distribution are subject to advance approval by the Forest Service and the Washington Department of Health. The permittee shall acquire necessary water rights at his expense, but in the name of the Snoqualmie National Forest, U.S. Forest Service. All sewage and refuse will be disposed of in accordance with the requirements of the Washington Department of Health and County Health Department. The sewage system and the garbage and refuse storage and disposal system must be approved by the Forest Supervisor in advance of construction.

39. The permittee shall keep the area covered by this permit in a neat and orderly condition, and shall maintain, at his own expense, all public rest rooms to a high degree of sanitary cleanliness. Necessary supplies for the public toilets, including paper towels and soap, shall be furnished by the permittee.

40. The permittee shall equip and maintain all resort buildings and premises with fire extinguishers, a water system, and/or other adequate means of fire protection as required by the Forest Supervisor. If flues are built, they must be constructed of brick or stone masonry, with a lining of terra cotta. The cutting and burning of inflammable debris shall be done by the permittee in accordance with written instructions to be issued by the Forest Supervisor; Provided, however, that failure of the Forest Supervisor to issue requirements or instructions shall not relieve the permittee from liability under the terms of this permit.

41. Storage of materials and supplies will be in accordance with standards as accepted by underwriters, applicable codes, and the Forest Service.

42. A fire plan for the protection of this resort and the surrounding area will be prepared by the permittee for approval by the District Ranger, the provisions of which will be attached to and become a part of this permit.

(I) (We) have read the foregoing permit and agree to accept and abide by its terms and conditions.

(Name of Company or Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Date)



### 30. Nondiscrimination in Employment

In connection with the performance of work under this permit, the permittee agrees as follows:

(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Forest Service setting forth the provisions of this nondiscrimination clause.

(2) The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other permit or understanding, a notice, to be provided by the Forest Service, advising the said labor union or workers' representative of the permittee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The permittee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations and orders of said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the Forest Service and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the permittee's non-compliance with the nondiscrimination clauses of this permit or with any of the said rules, regulations, or orders, this permit may be cancelled in whole or in part and the permittee may be declared ineligible for further government permits in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961; and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The permittee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the Forest Service may direct as a means of enforcing such provisions, including sanctions for non-compliance; Provided, however, that in the event the permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Forest Service, the permittee may request the United States to enter into such litigation to protect the interests of the United States.