BURNING MAN 2010
SPECIAL RECREATION PERMIT STIPULATIONS

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PERMIT ADMINISTRATION

In addition to the 15 conditions and stipulations listed on the back of the Special Recreation Permit Form 2930-1, the following Special Stipulations apply to the 2010 Burning Man Event.

GENERAL

1. Black Rock City LLC (BRC) is required to manage its advance ticket sales in a manner to keep the maximum population of the event from exceeding 50,000 participants.

2. These stipulations incorporate, by reference, additional procedures, guidelines and actions identified in the Burning Man Five-Year Operating Plan (2010 Revision). If there is a conflict between the Operating Plan and the stipulations listed below and attached to the permit, the stipulations shall control. BRC shall provide a copy of their current Operations Plan to BLM before the permit for the 2010 event will be issued.

3. The location of the 2010 Burning Man Event will be Site C as shown on the attached map with ingress and egress from the 8-Mile or Event playa entrance.

4. The event period is the eight-day period that begins on August 30th and ends on Labor Day, September 6th 2010. Pre-event surveys and site layout can begin on Monday, August 2nd. Site occupancy including construction of facilities and structures may occur no earlier than 21 days prior to the event, August 9th. Takedown and removal of all above ground material (items that could pose a hazard to other playa users) will be completed no later than 14 days after the event, September 20st. The final phase of cleanup and restoration will be completed no later than one month after the event, October 6th. Minor adjustments to post event cleanup deadlines may be granted by the authorized officer due to unforeseen weather conditions.

5. Upon advance notice to the permittee, the BLM reserves the right to alter the terms, conditions, and stipulations of the permit for significant changes in BLM policy or administrative procedure, to prevent use conflicts, prevent resource damage, or protect public safety as provided in 43 CFR 2932.56.

6. The permittee shall post a copy of the Special Recreation Permit (Form 2930-1); these permit stipulations and the Federal Register Closure and Restriction Orders in prominent view at Center Camp Playa Info where cooperators and participants have an opportunity to read them. Additionally the documents referenced above shall also be available for participants and staff on the Burning Man website within 15 days of the permit being issued.

7. Any violation of the permit terms, conditions and stipulations may be subject to penalties prescribed in 43 CFR 2930. Additionally, any such violation may result in permit revocation, suspension, or probation. Violations may also be cause for the BLM to deny approval of a subsequent Permit or Operating Authorization (43 CFR Part 2932).

8. BRC shall provide a member of its board, or an authorized representative, around the clock during the event who is authorized to represent and act on its behalf to coordinate as needed with BLM, law enforcement and other event cooperators on issues requiring action.

9. BRC shall provide BLM with the number of participants within the event site at noon each day and the peak number of participants for each day during the period of site occupancy (August 9th through September 20th). BLM can request population data any time during the event. BRC shall also provide BLM with detailed information of the number of staff and participants on the event site for the August 9th through September 20th period within 60 days after the event. This information shall include daily counts for the non-event period.

10. BRC personnel shall meet with BLM staff and representatives from the various cooperators daily at 3:15 p.m. and at such other times and places as needed. At these meetings BRC shall provide daily attendance figures and exchange other information necessary to allow all parties to effectively administer the event.

11. Commercial activities are prohibited within BRC, unless specifically authorized in advance by BLM and BRC. BRC will inform BLM representatives of unauthorized commercial operations discovered at the event within a reasonable time of learning about the activities. This includes but is not limited to commercial film production, photography, food services or other independent commercial ventures not affiliated with BRC.

12. BRC shall cooperate with BLM or other law enforcement agencies in evaluating any request to remove individuals from the event as provided in 43 CFR 2932.57(a)7. At the request of a designated official of BLM, BRC shall conduct a prompt, independent evaluation of eviction requests.

13. BRC shall comply with all applicable supplemental regulations as promulgated in the Closure Orders published in the Federal Register prior to the 2010 event.

14. In addition to Stipulation # 15 on the back of Form 2930-1:
    a. All participants and support staff will be informed that collection, excavation or vandalism of historical and archaeological artifacts or sites is illegal on public land. The BLM shall be notified immediately upon discovery of archaeological artifacts (objects greater than 50 years old) or human remains.
    b. BRC shall comply with 43 CFR 7.18 and shall not make available to the public any information concerning the nature and location of any archaeological resource.
    c. Should BRC discover an archaeological resource it must stop all activities in the discovery vicinity and protect the site until event completion or until notified otherwise by the authorized officer.

15. BRC will provide the appropriate identification to authorized personnel (i.e. staff ID, decals, designated camping areas, etc.) and will inform BLM of the nature and appearance of such identification prior to the event.

COORDINATION

16. Meetings Required with Affected Parties.
    a. The permittee shall confer with the Washoe County Sheriff's Office prior to the event to address local issues and concerns.
    b. A representative from BRC will meet with representatives from BLM prior to the event to coordinate logistics for operation of the communication compound.

c. BRC shall meet with the Pyramid Lake Paiute Tribe to address concerns and impacts to Tribal reservation resources anticipated from the Burning Man event.

17. BRC shall complete agreements with the Pershing County Sheriff's Department, the Washoe County Sheriff's Department and the Nevada Department of Public Safety for the purpose of providing enforcement of state and local laws. Written evidence of these agreements showing compliance with this stipulation must be provided to BLM by BRC 60 days prior to the start of the event.

18. BRC will develop and implement a plan to address exposing minors to adult activities at the event. The plan should include measures such as educating and requiring parents/guardians to supervise their children, zoning the city, and making every effort to educate adult related theme camps about the need for having a gatekeeper during hours when the camp might not be suitable for minors. BRC will make a diligent effort to enforce actions identified in the plan. A copy of the plan shall be provided to BLM and the Pershing County Sheriffs' Department no later than 10 days after the issuance of the permit.

19. BRC LLC shall allow any tow truck, licensed to operate in the State of Nevada, access to the event for the purpose of removing vehicles in need of repair, and/or to carry out minor repairs to allow inoperable vehicles to be driven away from the event. Such minor repairs include replacing hoses and drive belts, or the repair or replacement of tires. Not later than 10 days after the issuance of the permit, BRC LLC shall contact local tow companies known to respond to this event, including those in Gerlach, and Fernley, Nevada, and advise them of the process to enter the event without delay in order to respond to calls for service.

20. BRC shall develop and cooperate in the implementation of contingency plans for operations of critical health and safety services under adverse conditions, including those that could cause cancellation or temporary suspension of the event. Causes could include adverse weather, natural or human caused disaster, or social unrest. This effort shall apply to participants within the event area and en route to and leaving the event.
    a. Prior to the event
        i. Emergency information shall be disseminated to participants by the Burning Man Website, and the Burning Man Survival Guide, and, if appropriate, other media.
    b. During the Event
        i. Critical health and safety systems must be as operational as reasonably possible during the duration of any temporary suspension or until participants are able to leave the event site and the Gerlach/Empire area following event cancellation.
        ii. BRC and BLM will monitor forecast weather conditions. If weather forecasts suggest a high probability of adverse weather conditions that may result in disruptions to the event, both parties in conjunction with other appropriate agencies and cooperators will develop appropriate strategies and actions to deal with potential impacts on participants. In the event of natural disaster or civil unrest appropriate strategies and actions will be initiated immediately after any disaster or unrest occurs.
        iii. BRC shall cooperate with appropriate agencies to warn participants headed into the event of event closure or other restrictions.
        iv. BRC shall provide participants with current and projected conditions, allowed and prohibited actions deemed necessary for public health and safety as well as protection of the environment, and other appropriate public service announcements via BMIR, flyers, or loud speaker broadcasts as needed.

v. If event termination is required, appropriate time frame would be established by BLM Incident Command in consultation with BRC and other cooperators to facilitate safe removal of people and property.

21. In cooperation with emergency services providers and law enforcement agencies appropriate parties or their designated representatives shall, within a reasonable time after learning of them, notify each other of all accidents related to the event that occur before, during, and after the event, that result in death or personal injury requiring hospitalization. Cooperating parties will be notified immediately of all accidents resulting in death or personal injury requiring hospitalization. Accident reports involving death or injury will be coordinated with the Pershing County Sheriff's Office and/or BLM.

22. The medical contractor shall provide a daily report consisting of a numerical breakdown of patient categories and transports, including a breakdown of reasons for transport to BLM and Pershing County at the cooperators meeting each day during the event; and no later than 60 days after the event shall provide a written final statistical report of such medical cases to BLM.

23. As soon as reasonably possible upon learning of any incident that occurs before, during or after the event that could possibly result in a liability claim, BRC shall confer with BLM and as deemed necessary will submit a written incident report to BLM.

24. BRC shall provide a minimum of two structural/brush-type fire engines, National Wildfire Coordinating Group (NWCG) type 3-6. Engines and staff must meet NWCG or NWSA (National Wildfire Suppression Association) standards for personnel and equipment. These fire engines will be strategically placed within BRC as determined necessary by the BRC fire contractor.

FEE SCHEDULE

25. Commercial Use Fees
BLM shall collect a fee from BRC for the use of public lands for the event. The fee, as set by regulation 43 CFR 2930, will be equal to 3% of the adjusted gross income derived from the use authorized under the SRP. Payment equal to at least 25% of the estimated commercial use fees (3% of estimated gross receipts) must be received prior to the start of the event.

Determination of gross income will be based on the following:
a. Ticket Sales
b. Coffee and Ice Sales
c. Other private donations received by BRC for management of the event on public lands.

The following schedule for payments will be used:

Payment	Due Date	Amount Due
#1	10 days after permit is issued by BLM	25% of estimated commercial use fees
#2	January 31st, 2010	The remaining balance of commercial use fees

26. Cost Recovery Payment

Black Rock City LLC is responsible for payment of the actual costs of administering the Special Recreation Permit, including all direct and indirect costs, in addition to the commercial use fees. In order to initiate BLM planning for the event, a payment of $20,000 was received in February 2010. A Cost Recovery Agreement must be in place prior to the issuance of the permit. 100% of the cost recovery fee estimate shall be received prior to the start of the event as provided for in the Cost Recovery Agreement.

COMPLIANCE INSPECTIONS

27. BRC operation and compliance with the terms, conditions and stipulations of the permit will be evaluated through performance inspections before, during and following the event.

28. BRC shall make personnel available immediately after the end of the post-event cleanup period and, if deemed appropriate by BLM, during the spring following the event, to inspect the site with BLM to determine any latent adverse impacts, such as pit depressions, bumps, depressions from roadways, ruts from vehicular traffic, or surfacing buried materials, to ensure that the site is in pre-event condition.

29. Inspections of the event site in the fall after the event, will be coordinated by BLM using randomly placed transects on the site and a measurable cleaning standard. The inspecting party will intensively collect debris found on the ground within each transect. A follow-up spring inspection will be conducted only when deemed necessary by BLM. Post-Event Cleanup Standard: The average total surface area of debris collected from either the fall or spring transects will not exceed the equivalent of 1 square foot per acre from any inspection area.

30. An extension for the completion of the cleanup will be considered if weather or some other catastrophic event interferes with access to the site for cleanup purposes. The permittee shall make a written request to the authorized officer immediately upon such an occurrence.

31. If cleanup studies indicate the cleanup standard has been or is likely to be exceeded, the permit will be suspended until the site has been cleaned up to a level not to exceed 50% of the standard and the operations plan includes reasonable measures to assure that the cleanup standard will not be exceeded during the life of the permit.

PERMITTEE ACCEPTANCE

I have read the special stipulations and certify that all event related operations shall be conducted in accordance with the above listed stipulations as well as the 16 terms and conditions listed on the back of the permit form 2930-1 and applicable items in the Closure Orders published in the Federal Register. I understand that a violation of any term, condition, or stipulation may result in the cancellation of the Special Recreation Permit authorization. I acknowledge that this authorization may be amended only in writing by the authorized BLM officer.

Permittee Signature _____

Authorized Officer BRC Date