

SPECIAL USE PERMIT

John Muir National Historic Site 440 Civic Center Plaza, Suite 300 Richmond, CA 94804

Richmond, CA 94804 (510) 232-5050 x6632



Name			
Joseph Barton, Acting Clerk-Recorder Services Manager			
Company/Organization			
Contra Costa County Clerk-Recorder			
Street Address			
555 Escobar Street			
City	State	Zip Code	Country
Martinez	CA	94553	USA
Telephone Number	Cell Pho	ne Number	
925-335-7928			
Fax Number			
925-335-7926			
Email Address			
Joseph.Barton@cr.cccounty.us			

Park Alpha Code
JOMU
Type of Use
WCR - Wedding Ceremony/Reception
Permit #
10-8510-22-002

is hereby authorized to use the following described land or facilities in John Muir National Historic Site:

The portion of the Homesite known as Carriage Loop, situated within JOMU Tracts 01-101 and 01-104, portions of parcel (APN) 370-050-041 (see Exhibit A).

The area must be restored to its original condition at the end of the permit.

The permit begins at 10:00 am on Friday 5/27/2022.

The permit expires at 4:00 pm on Friday 5/27/2022.

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

The National Park Service ("NPS") hereby permits the Contra Costa County Clerk-Recorder ("Permittee") and its duly authorized agents, representatives, and contractors (collectively, "Permittee's Agents") to perform up to 14 "Destination Wedding" ceremonies ("Destination Weddings"). Those portions of the Destination Weddings which occur at John Muir NHS are comprised of:

- 14 Wedding Ceremonies for couples and up to 5 guests, scheduled every 20 minutes (excluding lunch times of 12:00 pm and 12:20 pm)
- 1 Check-in station near the Visitor Center
- Set up and break down of amenities for support of the above listed elements, including:
 - 5 folding plastic chairs
 - 1 folding wood podium
 - o 1 folding plastic table
 - 1 free-standing instant canopy

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

All activities undertaken by the Permittee or Permittee's Agents shall be overseen by the following person(s), who shall be the primary on-site liaison(s) and point of contact for the Permit:

Primary Contact:		Secondary Contact	
Name	Joseph Barton	Name	
Cell Phone		Cell Phone	
Email	Joseph.Barton@cr.cccounty.us	Email	

NPS Point of Contact for oversight of Permit conditions and activities shall be:

Primary Contact:		Secondary Contact:	
Name	Ives Humphrey	Name	Gretchen Stromberg
Phone	925-228-8860	Cell Phone	
Email	steven humphreys@nps.gov	Email	gretchen_stromberg@nps.gov

Authorizina	legislation	or	other	authority	,
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54 USC 100101; 54 USC 100751(a); 54 USC 103104; Pub. L. 88-547; Pub. L. 100-563; Pub. L. 108-385

ADDI IOATION EEE	☐ Received	Amount
APPLICATION FEE	Not Required	\$ 0
PERFORMANCE BOND	☐ Required	Amount
		\$

NPS Form 10-114 (Rev. 01/2017) National Park Service

LIABILITY INSURANCE	⊠ Required	Amount
LIABILITY INSURANCE	☐ Not Required	\$ 1,000,000.00
COST RECOVERY	☐ Required	Amount
COST RECOVERT	Not Required	\$
LOCATIONIES	☐ Required	Amount
LOCATION FEE	Not Required	\$
ISSUANCE of this permit is subject to the attached conditions. Th obligations, and reservations, expressed or implied herein.	e undersigned nereby accepts this permit subject to the t	erms, covenants,
	Title:	Date:
PERMITTEE Signature		
	Title: Superintendent	Date:
Authorizing NPS Official		

CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

- 1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
- 2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- 3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
- 4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
- 5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
- 6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
- 7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
- 8. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- 9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000.00 per Occurrence, \$1,000,000.00 Aggregate and underwritten by a United States company naming the United States of America as **additional insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
 - a. Alternative Right of Self-Insure. Permittee shall have the right to self-insure with respect to any of the insurance requirements required under this Permit with the written approval of the NPS. In the event that Permittee elects to self-insure with respect to any of the insurance requirements required under this Permit, before the Permit Commencement Date, Permittee shall submit to the NPS a certificate of self-insurance signed by a duly authorized representative of Permittee, such certificate evidencing that Permittee's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this Permit.
- 10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
- 11. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
- 12. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 13. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.

PARK SPECIFIC CONDITIONS

- 14. Permittee will comply with applicable public health and sanitation standards and codes.
- 15. A member of the park staff will supervise activities within the park boundaries. They will have the authority to make all supervisory decisions to assure compliance with the Permit and applicable regulations. The Permittee must comply with any special instructions received from this representative. Any additional information relating to the privilege granted in this Permit will be furnished upon request of the official in charge.
- 16. Utmost care will be exercised to see that no natural, historic, or cultural features are injured, and after completion of the work, as required by the official in charge, the area will either be cleaned up and restored to its prior condition, or after clean-up, left in a condition satisfactory to the official in charge.
- 17. Furnishings, artifacts, and other historic objects may not be touched or moved, except by park staff.
- 18. Digging, scraping, and moving natural features is prohibited.
- 19. Cutting of branches or ground cover is not permitted.
- Photography or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed or disturbed thereby. Wildlife
 captured elsewhere will not be allowed in any filming, whether trained or untrained.
- 21. All trash and debris will be removed by the Permittee.
- 22. Cleanup will be to the satisfaction of the Superintendent or the Superintendent's representative.
- 23. Wedding receptions are not allowed at the site.
- 24. Loudspeakers and bullhorns are prohibited.
- 25. The use of rice birdseed, confetti, or other substances is prohibited.
- 26. No area of the site may be reserved for the exclusive use of the special event. Supplies, equipment, or individuals may not block passage ways, doorways, trails, or steps.
- 27. No portion of the event shall occur on the Muir House front porch or front lawn.
- 28. No cooking or fires are allowed on site.

EVENT SPECIFIC CONDITIONS

- 29. All individuals participating in the permitted event or activity must wear masks in accordance with the current mask-wearing requirements in the Superintendent's compendium, which is available on the park's website or from the Superintendent's office.
- 30. Permittee shall inform all wedding ceremony participants of the conditions of this Permit.
- 31. Permittee shall coordinate with off-site parking providers, such as Chase Bank across the street for "overflow" parking, and communicate this to event participants.
- 32. As event promotion and public outreach strategy is developed for the event, Permittee shall notify the Public Information Officer (PIO), Armand Johnson, via email at armand_johnson@nps.gov or by phone at 510-334-3167, of any promotions, press releases, communications, etc. for NPS awareness and to ensure the PIO can respond appropriately to public or media information requests.

PERMIT EXHIBITS

Exhibit A - Authorized Permit Activity Location

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Special Use Permit #10-8510-22-002 EXHIBIT A

Authorized Permit Activity Location

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JOMU - House Unit - Tracts Map



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Lands

Federal Land (Fee)

0.02

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0.04

0.07 km