



NEW JERSEY DIVISION OF FISH AND WILDLIFE  
BUREAU OF LAND MANAGEMENT  
P.O. BOX 420 MAIL CODE 501-03  
TRENTON, NEW JERSEY 08625-0420



## APPLICATION FOR A SPECIAL USE PERMIT

Please Complete all fields outlined in red

APPLICANT INFORMATION				OFFICIAL USE ONLY		
NAME OF APPLICANT				DATE RECEIVED		
GROUP NAME		NUMBER OF PARTICIPANTS		TOTAL FEE	CHECK	N/A
STREET ADDRESS				APPROVED	DENIED	
CITY		STATE	ZIP CODE	INITIALS	DATE	
TELEPHONE NUMBER	EMAIL ADDRESS			INSURANCE REQUIRED	YES	NO

PERMIT INFORMATION		
TYPE OF USE		
SPECIFIC USE – (LIST TYPE(S) OF EQUIPMENT AND/OR FACILITIES TO BE USED) (attach additional sheets if necessary)		
WILDLIFE MANAGEMENT AREA – (specify location/include maps)		
APPLICATION DATE	START DATE FOR PERMIT / ACTIVITY	END DATE FOR PERMIT / ACTIVITY

INSURANCE INFORMATION
<p>Permittee may be required to supply comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage including coverage for product liability, protection and indemnity, Permittee owned or operated motor vehicles, broad form contractual liability and broad form liability damage endorsements against claims for bodily injury, death or property damage in any manner growing out of or connected with any activity on the Premises conducted by Permittee, its employees, volunteers, agents, contractors, subcontractors, consultants or any other person providing any service and performing any activity as part of Tenant's operations on the Premises. Limits of liability shall not be less than One Million (\$1,000,000.00) Dollars combined single limit per occurrence.</p> <p style="text-align: center;"><b>The State of New Jersey, Department of Environmental Protection shall be named as an "Additional Insured."</b></p>

ALCOHOLIC BEVERAGES
No person or persons shall consume or have in possession or control any intoxicating beverage or any beverage containing alcohol while on any land or water area under the control of the Division, except that organized groups may, with written permission or other authorization from the Division, possess or consume alcoholic beverages on designated Wildlife Management Areas.

CAMPING, PICNICKING AND FIRES
Camping or picnicking is prohibited on all Division controlled areas, including State Wildlife Management Areas. "Camping" means any temporary shelter such as a tent, trailer, recreation vehicle, sleeping bag, hut or other structure that a person or persons use as sleeping, resting, or living quarters. No person shall set or cause to be set, start, build or maintain any fire on State Wildlife Management Areas without written permission of the Division.

REVOCATION
The Division may revoke any permit or other authorization issued hereunder for due cause or for violation of any provision set forth herein, whether or not prosecution is brought as provided in N.J.S.A. 23:7-9.

PERMIT FEES
In Accordance with N.J.S.A. 13:1D-9 and N.J.S.A. 23:7-9, fees will be charged for the special use of Wildlife Management Areas through the issuance of Special Use Permits. Fee amounts are specific to activity type.



State of New Jersey – Department of Environmental Protection – Division of Fish & Wildlife



# Special Use Permit

**TYPE OF USE -** \_\_\_\_\_

**AREA -** \_\_\_\_\_

**SPECIFIC USE AND LOCATION -** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DURING THE PERIOD FROM -** \_\_\_\_\_ **TO** \_\_\_\_\_

**PERMITTEE/GROUP NAME -** \_\_\_\_\_

**ADDRESS -** \_\_\_\_\_

**CONTACT NAME** \_\_\_\_\_ **TELEPHONE -** \_\_\_\_\_

Subject to the following terms and conditions:

1. The Permittee will pay a permit fee of \$ \_\_\_\_\_ for the period covered by this permit. This fee is due \_\_\_\_\_.
2. The Permittee will pay all taxes or assessments, if any, levied against the premises covered by this permit.
3. This permit may not be assigned, in whole or in part, to any other person. The premises covered by this permit are solely for the personal use of the Permittee; no commercial activity is allowed.
4. The Permittee will keep the premises and any structures on them in good order and repair and upon the termination of this permit, the premises shall be left in as good a condition as the same are now, reasonable wear and tear excepted.
5. The Permittee shall, in the use of the premises, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the premises and the permittee's use of the premises. These laws include, but are not limited to, the State's land use laws which are overseen and permitted by the Department's Division of Land Use Regulation. For more information, go to <http://www.state.nj.us/dep/landuse/>.
6. No signs or advertisements of any description will be permitted to be painted or posted on the premises other than those approved in writing by the State of New Jersey, Department of Environmental Protection, Division of Fish and Wildlife.
7. The Permittee agrees to abide by the rules and regulations of the Department of Environmental Protection now existing or hereafter adopted concerning the use of the premises and agrees to cause others to obey such rules and regulations.
8. The premises shall be kept neat and clean and the Permittee will at his or her own expense, make such arrangements as may be necessary to remove or dispose of all garbage, rubbish or other waste accumulated by the Permittee on the premises due to Permittee's activities.
9. Permittee shall secure and maintain in force comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey including coverage for product liability, protection and indemnity. Broad form contractual liability and broad form liability damage endorsements against claims for bodily injury, death or property damage growing out of or connected with activity on the premises conducted by Permittee, its employees, volunteers, agents, contractors, subcontractors, consultants or other persons providing service and performing activity as part of Permittee's activities on the premises. Limits of liability shall not be less than One Million (\$1,000,000.00) Dollars combined single limit per occurrence.

The State of New Jersey, Department of Environmental Protection shall be named as an "Additional Insured."

10. Permittee shall also procure and provide proof of coverage, prior to entering the premises, for the following types of insurance, as applicable:
  - a. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:  
  
\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT
  - b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily and property damage shall not be less than \$1 million per occurrence as a combined single limit.
  - c. Any other insurance or bonds in the types and amounts a dictated on the permit and as required by the Department.
11. Coverage must be written with a licensed insurance carrier authorized to do business in the State of New Jersey.
12. Permittee shall provide the State of New Jersey with a current Certificate of Insurance prior to the commitment of the term evidencing coverage and renewals thereof which must contain the provision that the insurance provided in the Certificate shall not be cancelled for any reason except after giving thirty days written notice to:

State of New Jersey  
Department of Environmental Protection  
Division of Fish & Wildlife  
PO Box 420  
Mail Code 501-03  
Trenton, NJ 08625-0420

13. The Permittee shall, for the Permittee and the Permittee's successors and assigns, assume all risks and liabilities arising out of the Permittee's use, operation, and maintenance of the premises, including any and all illnesses persons are or may become afflicted with due to their presence at the permitted activity. The Permittee covenants to defend, protect, indemnify, and save harmless the Department and hereby releases the Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the premises, or in any manner growing out of or connected with the use, nonuse, or condition of the premises; violation of any condition of this permit by the Permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the Permittee; violation by the Permittee of any federal, State, or local law, ordinance, or regulation affecting the premises and/or the Permittee' use thereof; or any act, error or omission by the Permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the Permittee in the performance of this permit. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this permit.
14. The Permittee will not erect any structures or additions to existing structures or make any changes in the natural condition of the premises without the approval in writing of the Department of Environmental Protection.
15. This permit will expire on the last day of the terms stated and may be renewed only upon the acceptance by the Department of Environmental Protection of a new application in writing, upon payment of the permit fee and submission of proof of public liability and property damage insurance coverage. The renewal application must be made two (2) months before the expiration of the original permit in order for the activities to continue without interruption.
16. Authorized agents of the Department of Environmental Protection will at all times have the right to enter upon the premises for the purpose of making inspections.
17. This permit may be revoked or modified if, in the judgment of the Department of Environmental Protection, such action will best serve the interests of the State of New Jersey. Such revocation will be effective immediately or upon such terms as the Department of Environmental Protection determines in the Department's sole discretion.

18. In the event of revocation or modifications of this Special Use Permit resulting from actions of the Permittee, the permit fee or any part thereof is not refundable.
19. This permit grants no privilege other than those which are set forth herein.
20. The Permittee shall not charge any fee for use of the premises by any individual, group, entity, organization, etc. without the written approval of the Department.
21. The Permittee shall, during the term of this permit, promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the Permittee's use of the premises. The Permittee immediately shall forward any notice of such tax payment to the Department and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the premises to the Department.
22. The Permittee shall be solely responsible for supervision of the permitted activity as well as the activities of any and all contractors, subcontractors, agents, volunteers, and any other persons under Permittee's control. The Permittee shall immediately notify the Department by calling 877-WARN-DEP (877-927-6337) of any and all incidents whether resulting in injury or not, violations of the permit, violations of the law, or any other such incidents.
23. The Permittee shall be responsible for the protection of Permittee's personal property. The Department shall not be liable to the Permittee for any loss, damage, or destruction of the Permittee's personal property.
24. The Permittee shall not abuse, mutilate, injure, remove, or destroy any living plant without the permission of the Regional Superintendent. All abused, mutilated, injured, removed, or destroyed plants shall be replaced per the Regional Superintendent's plan for restoration.
25. The Permittee shall not abuse, mutilate, injure, remove, or destroy any living animal. If Permittee abuses, mutilates, injures, removes, or destroys a living animal, Permittee shall be subject to the fines, penalties, and punishment as allowed by law.
26. The Permittee shall not abuse, mutilate, injure, remove, or destroy any structure or physical feature. If Permittee abuses, mutilates, injures, removes, or destroys any structure or physical feature, Permittee shall be responsible for the full cost of repairing or replacing such structure or physical feature at Permittee's sole expense.
27. The Permittee shall not abuse, mutilate, injure, remove, or destroy the ground or any land without the permission of the Regional Superintendent. Any abused, mutilated, injured, removed, or destroyed ground or land shall be restored per the Regional Superintendent's plan for restoration.
28. Any specimens collected under this permit, any components of any specimens (including but not limited to natural organisms, enzymes or other bioactive molecules, genetic materials, or seeds), and research results derived from collected specimens are to be used for scientific or educational purposes only, and may not be used for commercial or other revenue-generating purposes unless the permittee has entered into a benefit sharing agreement with the NJ Department of Environmental Protection, Office of Natural and Historic Resources (NJDEP).
- 29.

**Date Signed** \_\_\_\_\_

\_\_\_\_\_  
**Permittee**

\_\_\_\_\_  
**Regional Superintendent**

The Permittee shall be required to submit a COVID-19 Operation Plan to the Grantor identifying how the permitted activity will comply with all applicable Executive Orders issued by Governor Murphy to safeguard the health and welfare of the general public. **Failure to comply with the approved COVID-19 Plan and applicable Executive Orders will result in the event being shut down immediately and all attendees vacating the area.** Please be advised due to the COVID pandemic, an event may still be cancelled by the Department (Grantor). The COVID-19 Operation Plan shall become a part of and condition for Special Use Permit approval by Grantee. The Permittee is subject to full compliance with all applicable Executive Orders 107 through 165 (and any revisions to these Executive Orders) and all new Executive Orders enacted to stem the spread of COVID-19 and impacting the operation of State Wildlife Management Areas managed by the Division of Fish and Wildlife. The Permittee shall be responsible to comply with all applicable Executive Order requirements, including but not limited to wearing face masks, social distancing for Permittees, employees, volunteers, patrons and participants. Permittee shall be solely responsible for providing all Personal Protective Equipment necessary for the Permitted Activity and for cleaning, disinfecting equipment and Grantee improvements utilized in the Permitted Activity. Copies of the Executive Orders may be found at [https://nj.gov/infobank/eo/056murphy/approved/eo\\_archive.html](https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html). For more guidelines from the Center for Disease Control and Department of Health related to social distancing, cleaning and disinfection, visit <https://covid19.nj.gov/> and <https://www.cdc.gov/coronavirus/2019-ncov/downloads/php/CDC-Activities-Initiatives-for-COVID-19-Response.pdf>.