



SPECIAL USE PERMIT

Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008



General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Rock Creek Park (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the

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United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.

9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$1 million per occurrence and \$3 million aggregate; must be issued by a company licensed to do business and in good standing in the District of Columbia, and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
- ~~10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$N/A from a bonding company licensed to do business and in good standing in Washington, DC or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied. (Not Applicable)~~
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.



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12. The Permittee designates Michael Minton 202-746-2339 as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.
13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
17. Credit Lines may be approved through additional terms and conditions.
18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.



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Park-specific Terms and Conditions

19. The Permittee is authorized to access and utilize federal land administered by the National Park Service (NPS) to operate and maintain a community garden. The purpose of the community garden is to provide the public access to arable land for the production of vegetables for personal consumption or donation to charity only.
20. All activities will be coordinated with the Park Representative, Permits Coordinator Michael Brockmeier, by email at michael_brockmeier@nps.gov, office phone at 202-895-6013, or cell phone at 202-430-7960. If the Permits Coordinator is not available, the alternate Park Representative will be park Resources Manager Nick Bartolomeo (nick_bartolomeo@nps.gov, 202-579-8494).
21. All requests, correspondence, and meetings desired with the NPS pertaining to this permit will be negotiated by the Permittee only. All gardeners, contractors, subcontractors, or consultants must channel their communications with the NPS through the Permittee or his/her designated representative.
22. A copy of this permit (and any renewals or amendments) will be kept at the garden site at all times.
23. The community gardens are subject to the laws, regulations, and policies of the National Park Service and Rock Creek Park.
24. The Permittee is responsible for ensuring that all gardeners are informed of and comply with all the conditions of this permit. The Permittee will ensure that garden members comply with all instructions issued by the Park Representative, the United States Park Police, or other official representatives of the National Park Service, as directed by the park Superintendent.
25. Permittee will develop and submit a Safety Plan to the Park Representative. The plan will detail how the Permittee will ensure the safety of garden members, park visitors, park staff, and others during the performance of the activities authorized under this permit.
26. Annually by June 1 of each year, the Permittee will provide to the Park Representative the following documents:
 - a. Garden Association Member List including plot assignments, addresses, and telephone numbers
 - b. Waiting List



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- c. Garden Association Board Member Contact Information
- d. Garden Association By-Laws

27. Additionally, the Permittee will provide the NPS with copies of any and all other pertinent documentation utilized in the management of the community garden, including diagrams, schematics, drawings, reports, surveys, and/or plans of any kind. In the event that such documentation changes, the Permittee will promptly submit updated copies to the Park Representative.
28. The Permittee is authorized to perform only work specifically outlined in this permit. Any additional work cannot be undertaken until it has been reviewed and approved by the Park Superintendent.
29. All activities authorized under this permit must conform to OSHA safety standards.
30. Gardeners' personal vehicles must be parked in public parking areas.
31. Any damage or disruption to underground utilities by the Permittee (or its representatives, agents, or contractors) directly or indirectly arising from the activities performed in connection with this permit will be repaired or restored by the Permittee within four hours.
32. Permittee is responsible for the provision and maintenance of proper signs and/or other means of warning the general public of any dangers inherent within the garden.
33. Activities within the community garden will occur during daylight hours only.
34. All accidents or damage of any kind happening at or around the garden, directly or indirectly caused, witnessed, or otherwise learned of by the Permittee or its representatives or employees, must be reported to the Park Representative immediately. These include injuries to people or to flora or fauna.

Garden Operations and Maintenance

35. Membership in the Community Garden Association is non-exclusive. All interested members of the public shall be treated equally when submitting a request to join.
36. If all garden plots have been claimed, the Permittee will keep and maintain a Waiting List. Prospective gardeners will be added to the list as their requests are submitted. The list will be kept on a first-applied, first-admitted basis. New gardeners will be



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offered and assigned plots based on the length of time they were on the Waiting List. No new gardener may “jump” other prospective gardeners that have been on the Waiting List longer than they have. The Permittee will make the Waiting List available for inspection by the Park Representative annually and upon request.

37. A Gardener’s household may not hold more than one plot throughout the 10 garden system of community gardens administered by Rock Creek Park. Only one plot is to be assigned per household while there are other applicants on the Waiting List.
38. The garden area is only to be used for growing herbs and vegetables for household use, educational purposes, or to be donated to charity. **Commercial gardening, as well as the sale of any produce or flowers grown in the garden, is prohibited.** Specifically, the sale of plants, vegetables, fruits, or flowers grown on National Park Service land is a violation of federal law (36 CFR § 5.3 “Business operations.”) and grounds for not only removal of any gardener but also potential federal prosecution.
39. Similarly, gardeners are prohibited from entering into any sort of commercial sharecropping agreement with a third party in which that gardener keeps a certain percentage of produce while giving the rest to the third party for later sale.
40. Gardeners must use organic gardening methods. These methods include making soil improvements by adding NPS-approved compost, purchasing seeds and plants that are healthy and disease resistant, undertaking companion planting for insect control, and using NPS-approved mulch for weed control.
41. The use of pesticides, herbicides, insecticides, or rodenticides is prohibited.
42. Monoculture (growing just a single plant in a garden plot) is contrary to good organic gardening practices and is discouraged. The Garden Association board has the authority as needed to implement into its bylaws or gardener policies specific rules to restrict or prohibit monocultures. This may include setting maximum percentages for the majority planting, requiring crop diversity, or other requirements to limit monoculture practices.
43. The Permittee is authorized to plant native flowers as companion plantings for organic gardening and for the purpose of attracting pollinators and other beneficial insects. Up to 25 percent of the entire garden, and up to 25 percent of each individual plot, may be planted in flowers. Shrubs, roses, and non-native invasive flowers are prohibited.

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44. Planting woody stemmed plants, trees, or shrubs (including rose bushes), in or adjacent to the garden, is prohibited without written approval from the Park Superintendent.
45. Existing trees within approved garden boundaries are to remain unless the tree poses a threat to the safety of people. If a gardener observes a tree that poses a hazard to the human health and safety, the Permittee must report the hazard tree to the Park Representative as soon as possible, but no later than 24 hours after detection.
46. Tree trimming may only be conducted by the National Park Service. Any request for tree trimming should be directed to the Park Representative.
47. Removal of natural materials from the garden is prohibited without written approval from the Park Superintendent.
48. All materials brought into the site for gardening purposes will be stored so as not to create a public hazard, visual intrusion, and/or habitats for rodents.
49. Gardening is permitted only within assigned plots.
50. Garden walkways must be maintained in an orderly, weed-free and safe condition, free of tripping hazards.
51. Existing fencing must be maintained and must not contain any safety hazards. Any new fencing requires prior written approval from the Park Superintendent and must be an NPS approved fencing material.
52. Raised beds with borders of untreated wooden boards, flexible metal, or plastic edging are permitted. The use of bricks, logs, tree sections, timbers, and other heavy materials are prohibited without written approval from the Park Superintendent.
53. Installation of non-gardening equipment such as decks, paving stone patios, and furniture in garden plots are prohibited without written approval from the Park Superintendent.
54. Bean poles, arbors, and other items used for growing vine crops must be no taller than eight feet.

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55. At the end of the garden season, all plots will be cleared of excess materials, including tools, equipment, and debris, and cleaned up in a manner satisfactory to the Park Representative.
56. Gardeners are responsible for composting or removing all garden waste they produce. Matter suitable for compost may be composted at each garden. Waste from outside sources, including but not limited to homes and lawns, is prohibited for use in garden compost without written approval from the Park Superintendent.
57. The use of externally sourced compost to enhance garden soils is prohibited without written approval from the Park Superintendent. If approved, such compost must be organic and meet established processing standards, to prevent the introduction of pests and weed seeds to the garden.
58. Sheds and tool boxes within the garden area will be painted NPS brown.
59. Fires and the burning of any material is prohibited in garden areas.
60. The Permittee will be responsible for all garden maintenance and operational costs, and will assume full responsibility for activities undertaken by the Garden Association and its members within the boundaries of the garden.
61. The Garden Association has the authority to collect membership dues from gardeners, but these dues must specifically go towards the maintenance and operational costs of the community garden. No Garden Association Manager, Board Member, or Gardener may receive any monetary compensation for their time or involvement.
62. The Permittee is prohibited from extending garden plots outside the current, authorized garden area set by the National Park Service. The Permittee is prohibited from changing plot sizes without written approval from the Park Superintendent.
63. The Permittee will ensure that all activities undertaken by the Garden Association and its members pursuant to this permit shall be within the boundaries of the land area assigned for use by this permit. Any gardening or vegetation management activities outside of designated garden areas are prohibited without written permission from the Park Superintendent.
64. The Permittee is prohibited from dumping, cutting vegetation, and collecting soil or other resources outside the boundaries of the garden.



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65. The Permittee will ensure that the garden area does not detract from or negatively impact the high public value and integrity of the National Park system.

66. The Park Superintendent and his/her representative may inspect the garden site at any time and may, without advance notice, inspect the Permittee's records in order to assure compliance with the terms of this permit.

Environmental & Historical Protection and Preservation

67. The Permittee will take adequate measures, at its own expense and as directed and approved by the Park Representative, to prevent, minimize or repair damage caused by the Permittee to park resources. This may include restoration, soil conservation and protection measures, as well as landscaping and the repair of roads, trails, fences, etc.

68. Any artifacts disturbed during activities authorized under this permit will be promptly reported to the Park Representative. Should the Permittee uncover an object that appears to be of cultural, historical, paleontological, or archeological significance, or encounter a threatened or endangered species, activities will immediately cease in the affected area pending a proper investigation by the NPS. NPS will determine if and when activities in that area may resume.

69. Any human remains discovered during the permitted activities will be promptly reported to the Park Representative or the United States Park Police. All activities will immediately cease at the garden pending a proper investigation by the NPS. NPS will determine if and when activities may resume.

70. No vegetation on park land, with the exclusion of vegetables and flowers grown within the community garden, may be cut or destroyed without first obtaining approval from the Park Representative. Work impacting vegetation will be mitigated as follows:

- a. Damaged shrubs and trees will be replaced in kind. Tree size replacement will be 1 to 1 on a diameter at breast height basis. Only trees approved by the Park Representative can be used. Permittee will be responsible for the maintenance of such replacement vegetation for one year following project completion.
- b. All damaged turf areas will be restored with certified clean topsoil and sod to establish a uniform stand of turf.



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71. The Permittee will comply with all Federal, state, and local regulations pertaining to environmental compliance. These include but are not limited to the Resource Conservation Recovery Act (RCRA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Pollution Act (OPA) and OSHA 1910.120 (Hazwoper). The Permittee must show proof of corresponding licenses (if applicable) when performing work on NPS property.
72. The garden area will be kept free of trash and debris at all times. All foreign debris generated by gardeners is to be cleaned and removed from the garden area on a daily basis.
73. No temporary toilet facility (e.g., portable toilet) will be present on park property.
74. No fueling of equipment is permitted on NPS land without the written authorization of the park Superintendent; neither is the storage of fuel or other hazardous materials. Should the Superintendent authorize refueling or the presence of hazardous materials, an approved Spill Response Kit would be required at all times, and any personnel working in relation to this hazard would be required to be trained in the use of the kit.
75. All spills or discoveries of a contaminant or hazardous material must be reported to the Park Representative, and tended to, immediately.
76. Work performed in connection with this permit will comply with all applicable noise ordinances.

Liability & Insurance

77. The Permittee is liable for any and all damages arising from the actions or omissions of its representatives, agents or contractors, directly or indirectly connected to the activities performed under this permit. In particular, the Permittee is fully liable for any and all damage caused by it or one of its agents/contractors to the person or property of park staff or users.
78. The Permittee is also fully responsible for any and all damages to the park's infrastructure, including trails and roads, arising from the actions or omissions of its representatives, agents or employees, directly or indirectly connected to the work performed under this permit. If such damage occurs, the Permittee (at its own expense) will, at the direction of the NPS, submit detailed plans for the repair, restoration and/or replacement of such infrastructure (e.g., using seed-free straw, silt



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fencing, park-approved grass seed, and clean certified topsoil) and will restore the park to its original condition, to the fullest extent possible.

79. The Permittee is required to obtain public and employee liability insurance from responsible companies with a minimum limitation of \$1,000,000 (one million dollars) per person for any one claim and an aggregate limit of \$3,000,000 (three million dollars) for any number of claims arising from any one incident. The United States of America shall be named as an additional insured on all policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles, thereunder, and such insurance policies shall be obtained by, be for the account of, and be at the sole risk of the insured. Said insurance must cover any activities performed in connection with this permit. The certificate of insurance will designate as certificate holder:

United States of America
National Park Service
Rock Creek Park
3545 Williamsburg Lane, N.W.
Washington, DC 20008

Project Completion

80. At the end of the authorized permit period, the Permittee and NPS staff will inspect the garden together to determine what mitigation/restoration work, if any, will be needed.
81. Absent separate written notice from the NPS, this permit expires on January 31, 2025. However, the Permittee's obligations under this permit will remain in full force and effect until fully satisfied.

IF ACCEPTABLE, PLEASE SIGN THIS PERMIT IN THE SPACE INDICATED AND RETURN THE COVER PAGE, AND PROOF OF LIABILITY INSURANCE AND/OR PERFORMANCE BOND (IF REQUIRED), BY EMAIL TO:

ROCK CREEK PARK
ATTN: PERMITS COORDINATOR
3545 WILLIAMSBURG LANE NW
WASHINGTON, D.C. 20008

michael_brockmeier@nps.gov

THIS PERMIT BECOMES VALID WHEN YOU RECEIVE THE SIGNATURE PAGE SIGNED BY THE AUTHORIZING OFFICIAL AND NOT BEFORE.