

CONDITIONS OF THIS PERMIT

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. 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 termination of the permit.
3. 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.
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. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours' notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement 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 agreement 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.
8. 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 Not Required and underwritten by a United States company naming the United States of America as additionally 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.
9. Permittee agrees to deposit with the park a bond in the amount of Not Required from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
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 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 on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc., involved with the permit.
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S.C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. 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 Agreement 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.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

Additional Park Specific Conditions.

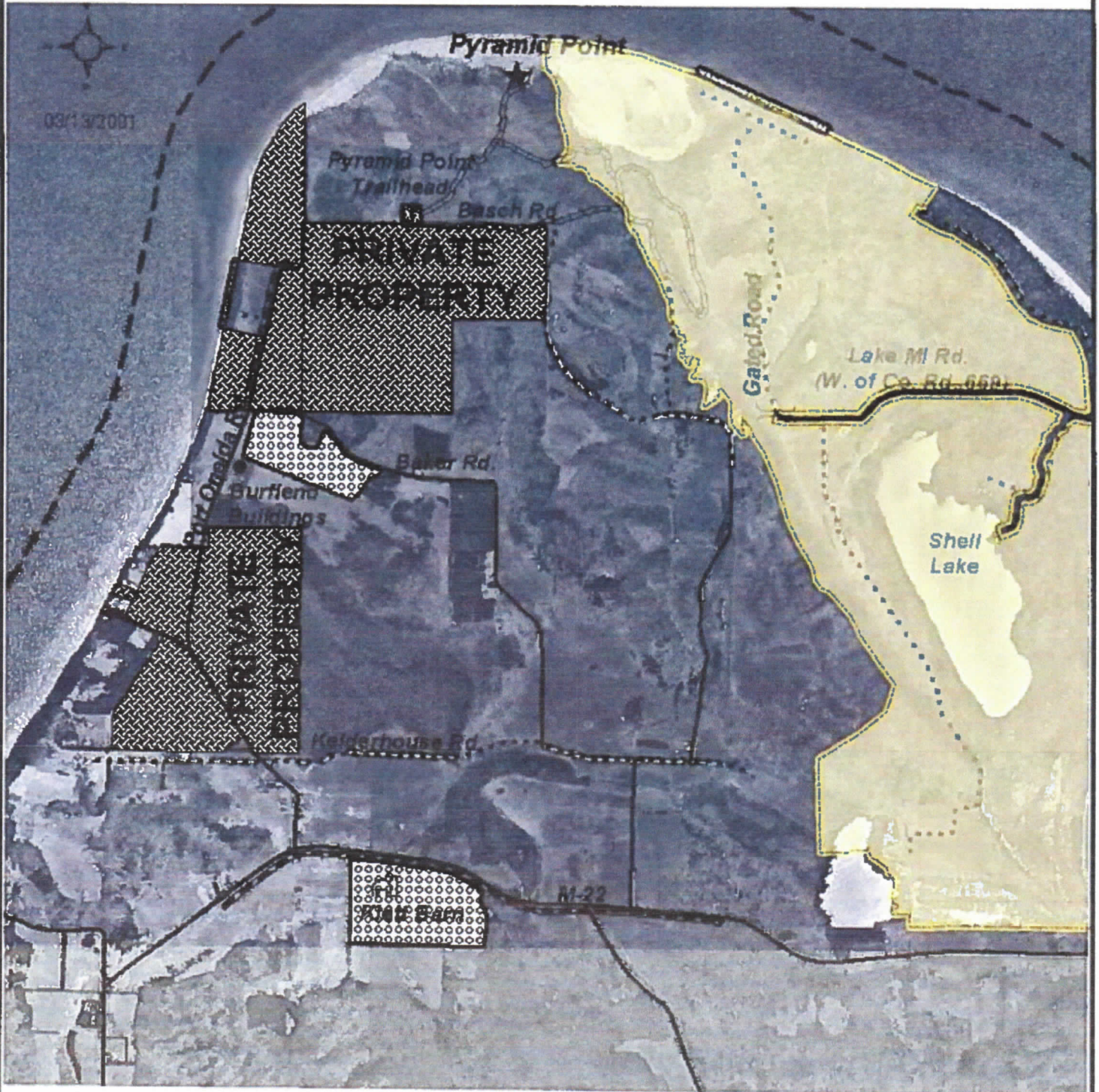
15. The approved permit must be in the permittee's possession at the time of the activity.
16. The permittee is responsible for the cleanup of all trash from the site generated by the permittee's group.
17. The permittee and guests must comply with all applicable federal, state, county and park regulations.
18. No disturbance of other park visitors may occur as the area will be open to the public during the activity.
19. Hours of activity are limited to the daylight hours 30 minutes after sunrise and 30 minutes before sunset.
20. A maximum of five people may participate under this permit at any one time with up to five cars.
21. Unmanned aircraft to be flown must be airworthy by having been previously, successfully flight tested.
22. Unmanned aircraft may only launch from designed flight areas within the Lakeshore. They are currently located at Pyramid Point, Lake Michigan Overlook, Empire Bluff, and the Dune Climb (November 1 - March 31).
23. Unmanned aircraft will not be flown in a reckless manner or outside the designated area(s).
24. Unmanned aircraft may not be launched, landed, or operated from or on areas that are eligible, studied, proposed, recommended, or officially designated as wilderness.
25. No more than 10 model aircraft may be in the air at the same time above a designated launch area within the park.
26. Operators must avoid flying directly over people, vessels, vehicles, or structures and must avoid endangering the life and property of others.

27. Operators will avoid flying over wilderness areas. See attached maps.
28. Unmanned aircraft may not disturb or harass wildlife.
29. It is the responsibility of the flyers to reconcile any radio frequency interference difficulties.
30. The natural features of the area will be respected, left in place and not disturbed.
31. Person(s) flying aircraft will abide by the official A.M.A. Safety Code and National Park Service regulations.
32. Unmanned aircraft may not interfere with NPS search and rescue, law enforcement, or other emergency operations.
33. Operators may not operate unmanned aircraft while under the influence of alcohol or drugs.
34. Inexperienced unmanned aircraft operators must be accompanied and assisted by an experienced operator.
35. Operators must report all accidents involving injury (even minor first aid) and any resource or property damage to the NPS immediately (231-326-4700). Notification to the NPS does not relieve the operator from reporting requirements under 49 CFR 830 or under a Certificate of Authorization (COA) required by the FAA.
36. Unmanned aircraft must be within visual sight, with no visual aids authorized, of the operator at all times during flight of the unmanned aircraft.
37. Operators must have sufficient liability insurance or proof of membership in an organization such as the Academy of Model Aeronautics (AMA) which includes insurance coverage with membership.
38. The holder will contact the park or use the park web page to determine if a piping plover closure(s) exists in the vicinity of the flight area. If a closed area is present, then flight in this area would be restricted until the closure is lifted.
39. Unmanned aircraft will be powerless.

-End-



Powerless Flight - Pyramid Point

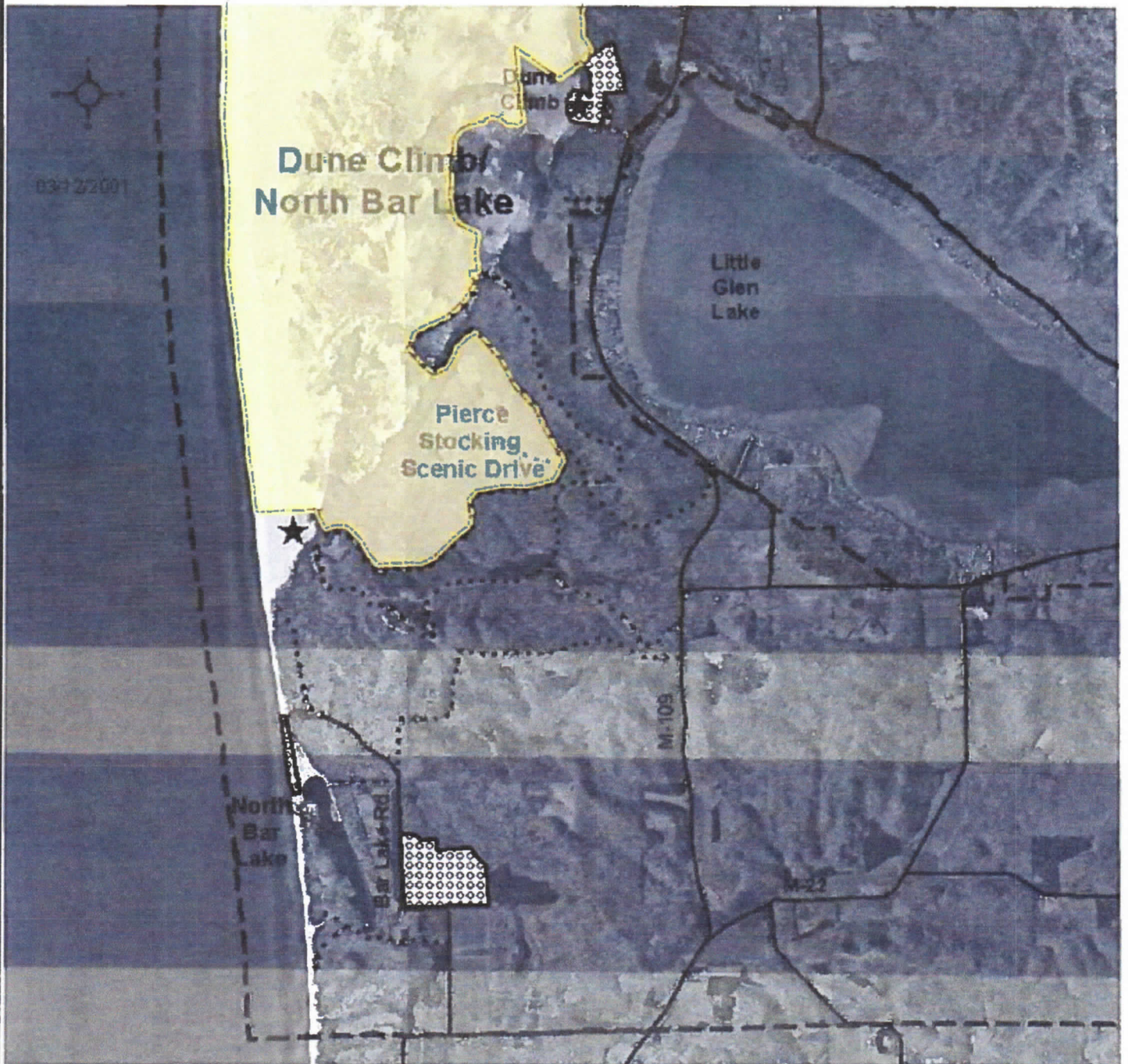


LEGEND

- Power Lines
 - Powerless Flight Launch Site
 - Hang-Gliding & Paragliding Landing Zones
 - Seasonal Roads
 - Year-Round Maintained Roads
 - Wilderness Boundary
 - Lakeshore Boundary
- 0.2 0 0.2 0.4 Miles
0.3 0 0.3 0.6 Kilometers



Powerless Flight - Overlook #9 and Dune Climb



LEGEND



Powerless Flight Launch Site

Hang Gliding & Paragliding Landing Zones



Seasonal Roads



Wilderness Boundary



Year-Round Maintained Roads



Lakeshore Boundary

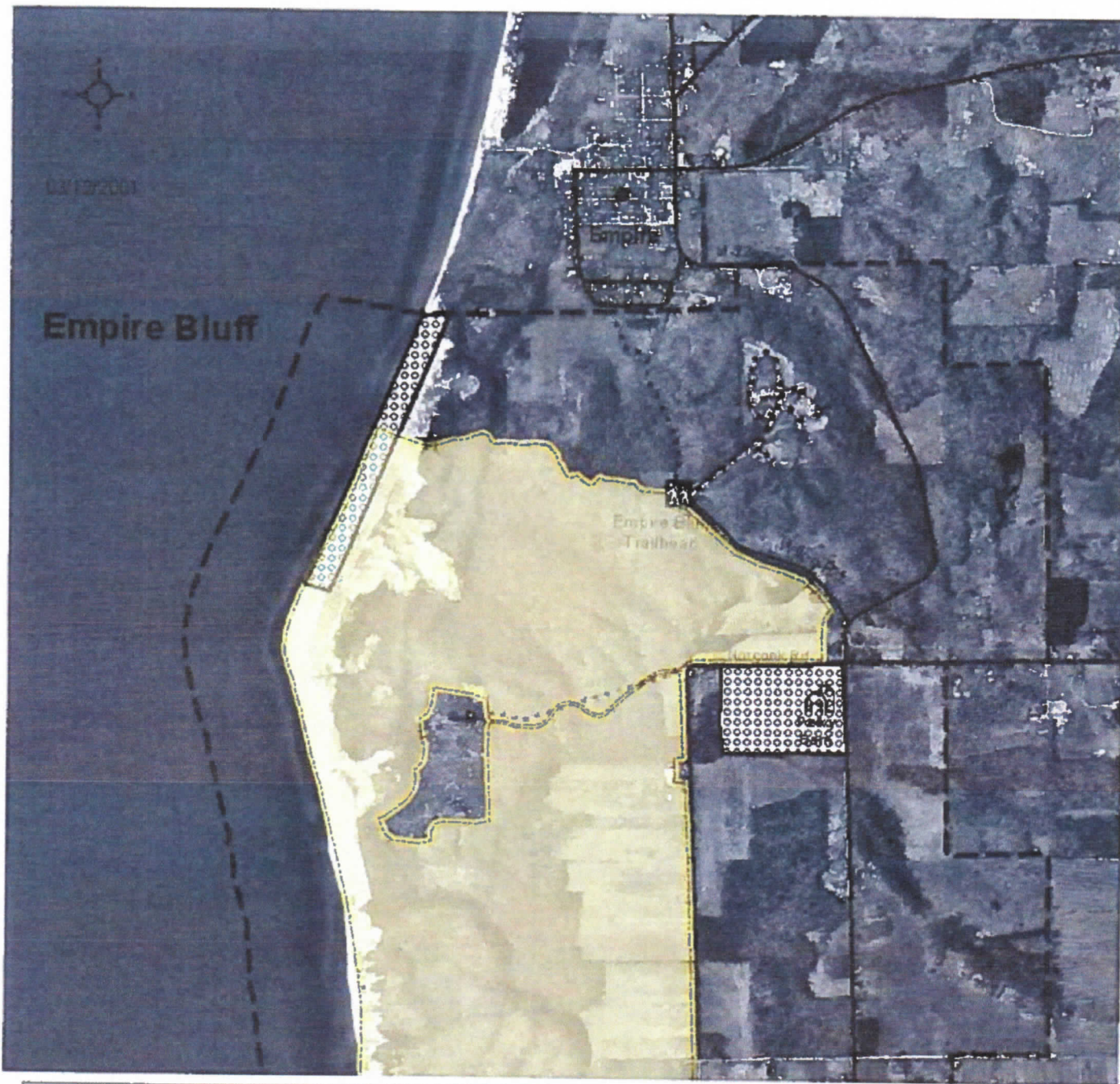
0.2 0 0.2 0.4 Miles

0.4 0 0.4 0.8 Kilometers





Powerless Flight - Empire Bluff



LEGEND



Powerless Flight Launch Site



Hang-Gliding & Paragliding Landing Zones



Seasonal Roads

Wilderness Boundary



Year-Round Maintained Roads



Lakeshore Boundary

0.2 0 0.2 0.4 Miles

0.2 0 0.2 0.4 Kilometers