

## General Conditions

### 1. Payments

All payments shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service (Service) by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

### 2. Use limitations

The permittee's use of the described premises is limited to the purposes herein specified; does not unless provided for in this permit allow the permittee to restrict other authorized entry on to the permittee's area; and permits the Service to carry on whatever activities are necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Service lands.

### 3. Damages

The United States shall not be responsible for any loss or damage to property including but not limited to growing crops, animals, and machinery; or injury to the permittee, or the permittee's relatives, or to the officers, agents, employees, or any others who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

### 4. Operating Rules and Laws

The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county and State laws applicable to the operations under the permit as well as all Federal laws, rules and regulations governing Service lands and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the Service officer in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of fires.

### 5. Responsibility of Permittee

The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good an order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of the permittee's associates.

### 6. Revocation Policy

This permit may be revoked by a Service Regional Director without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing Service lands or for nonuse.

### 7. Compliance

Failure of the Service to insist upon a strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.

### 8. Termination Policy

At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 9. If the permittee fails to do so, the permittee will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 9. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittees action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

### 9. Removal of Permittee's Property

Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the Service officer in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc., from the premises for which the permittee is responsible. Within this period the permittee must also remove any other of the permittee's property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

### 10. Transfer of Privileges

This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of a Service Regional Director and the permit shall not be used for speculative purposes.

### 11. Conditions of Permit not Fulfilled

If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

### 12. Officials Barred from Participating

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision

## Privacy Act Statement - Special Use Permit

**NOTICE: In accordance with the Privacy Act of 1974, 5 U.S.C. 552a, please be advised that:**

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd - 668ee), and the Refuge Recreation Act, (16 U.S. C. 460k-3); implemented by regulations in 50 CFR 25-36.
2. Information collected in issuing a permit may be used to evaluate and conclude the eligibility of , or merely document, permit applicants.
3. Routine use disclosures may also be made (1) to the U.S. Department of Justice when related to litigation or anticipated litigation; (2) of information indicating a violation or potential violation of a statute, regulation, rule, order or license, to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order, or license; (3) from the record of the individual in response to an inquiry from a Congressional office made at the request of that individual; (4) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48FR 54716; December 6, 1983).
4. Any information requested is required to receive this permit. Failure to answer questions may jeopardize the eligibility of individuals to receive permits.

Special Conditions (continued) - Permit # HUNT05-

1. Access to the subject ponds is only allowed on Wednesdays, Saturdays, Sundays within the approved California waterfowl hunting season. Permittee must carry a copy of this permit with identification that includes a photograph (Drivers License) and valid hunting license with duck stamps while on the Refuge. Permittee can have up to two non-hunters accompany him/her with permit.
2. Hunting on Refuge Ponds AB1, A2E, AB2, A3W will be from existing blinds only and on Ponds A5, A7 & A8, from existing blinds and limited sections of pond levees as outlined on Map 1.
3. Vehicle access to Ponds AB1, A2E, AB2, and A3W will be allowed on days that the road is drivable from either the Crittenden Lane Trailhead in Mountain View (See Map 2) and/or Carl Road Trailhead in Sunnyvale (See Map 3). Permittee can walk or bicycle along pond levees to their boat from vehicle parking areas. Walk-in or bicycle only access is allowed from the Gold Street Trailhead in Alviso for access to Ponds A5, A7 and A8 (See Map 4). Hunt area will be open for access one hour before the start of shoot time and closed one hour after hunt time. These areas will be closed to all access at all other times. Speed limit on all roads and trails is 15 mph. Use extreme caution while driving on trails, bridges and trailhead intersections as trail users are not expecting vehicles. Access to Ponds A5, A7, A8 will only be from the Gold Street entrance. Permittee can not access these ponds' levees from tidal waters. Permittee can not use PG&E boardwalks or towers.
4. Permittee must shut and lock all gates behind them. If the Refuge lock with combination # ~~1164~~ is not on the gate, no motor vehicle access is allowed that day.
5. Permittee must sign in at the hunter check in box each day by including their name, Refuge permit number, blind to be occupied that day and time of arrival. Permittee must sign out each day with time of departure and number and species of waterfowl taken.
6. During the two weekends before the opening of the hunt season, Permittee is allowed to bring a boat in and moor it on Ponds AB1, A2E, AB2, A3N, A3W, A5, A7 and A8N. These boats will only be used to access the existing blinds and will stay in the pond during the hunt season. Permittee must remove these boats within 2 weeks following the close of the hunt season. Only nonmotorized boats and motorized boats powered by electric or 4-stroke gasoline motors may be used.
7. Permittee may maintain an existing blind in the ponds open to hunting but the blind will be open for general use on a first-come, first-served basis. Pit blinds and digging into levees is prohibited.
8. Permittee must remove all decoys and other personal property (except boats, motors, oars and other boating equipment) from the refuge by one hour after shoot time ends. All trash including shotshell hulls must be removed from the Refuge.
9. Permittee may enter closed areas of the Refuge to retrieve downed birds provided they leave all weapons in a legal hunting area and/or blind. Permittees are encouraged to use retriever dogs. Dogs must be kept under immediate control of the handler at all times. Dogs must remain inside a vehicle or be on a leash until they are on the ponds or on the levees as a part of the hunt. Permittee may possess only approved nontoxic shot while in the field. Firearms must be kept unloaded until Permittee is within the designated hunt area.
10. The Disabled Blind may be reserved up to two weeks ahead of time by someone who has a Refuge Disabled Hunting Special Use Permit by calling 510/792-0222 between the hours of 9:00 AM and 4 PM each weekday. To qualify for a Disabled Hunting Special Use Permit, the hunter must sign an affidavit swearing that he/she has a physical disability that severely impairs mobility (i.e.; has to use walker, wheelchair, leg cast).
11. Permittee shall defend, indemnify and hold harmless the Cities of Mountain View, San Jose, Sunnyvale, Santa Clara Valley Water District, Mid-Penninsula Open Space District, and the Federal government, its agents, officers and employees from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property) demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, cost and expenses (including, without limitation, attorneys' fees and costs) (collectively "Claim") of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to use of and access to property for the hunting of migratory game birds. Notwithstanding the foregoing, nothing herein shall be construed to require the Permittee to indemnify these parties from any Claim arising from the sole negligence or willful misconduct of these parties.