SPECIAL USE PERMIT

FORT MCHENRY NATIONAL MONUMENT & HISTORIC SHRINE
2400 East Fort Avenue
Baltimore, MD 21230

Name
Corine Frank

Company/Organization
Maryland Republican Party

Street Address
P. O. Box 631

City
Annapolis

State
MD

Zip Code
21404

Country
USA

Telephone Number
(b) (6) [reddedacted]

Cell Phone Number
(b) (6) [reddedacted]

Fax Number

Email Address
Corine@mdgop.org

Park Alpha Code
FOMC

Type of Use
First Amendment Rights

Permit #
20-29

is hereby authorized to use the following described land or facilities in Fort McHenry National Monument and Historic Shrine:

The Star Fort Parade Ground, the First Amendment area as defined in the Superintendent’s Compendium to be the area of the East Lawn adjacent to the Star Fort Trail, as indicated on the attached map and the overflow parking area. The Star Fort Parade Ground and the First Amendment site is for the erection of a stage and event speeches; the overflow parking area is for logistical and event equipment.

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

The permit begins at ☐ am / ☐ pm on 8-18-2020 ☐ am / ☐ pm on 8/27/2020 (mm/dd/yyyy).

The permit expires at ☐ am / ☐ pm on 8/27/2020 (mm/dd/yyyy).

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

Conduct a political rally to include political speeches within the Star Fort and the park’s designated First Amendment location, to include the erection of a stage in the Star Fort, build out in the First Amendment area to accommodate overflow audience, and use of the overflow parking lot for logistical equipment and event support equipment.

Hours of Permitted Work on Site:
8/19/20-8/21/20 7:00am-6:00pm
8/22/20-8/25/20 7:00am-10:00pm
8/26/20-7:00am-8/27/20-5:00pm

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)
Permittee: Shawn Elliott, Harbinger [b) (6)] [reddedacted]

NPS: Abbi Wicklein-Bayne, Fort McHenry National Monument and Historic Shrine, 410-353-2545

Authorizing legislation or other authority
U.S. Const, 1st amend.; 54 USC 100101; 54 USC 100751(a); 54 USC 103104, 16 U.S.C. 437; 36 CFR, NPS Management Policies; Superintendent’s Compendium for Fort McHenry National Monument and Historic

APPLICATION FEE
☒ Received ☒ Not Required $0

PERFORMANCE BOND
☑ Required ☒ Not Required $
ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Title: Executive Director
Date: 5/15/20

Title: Superintendent
Date: 8/18/20

Authority:

Authorizing NPS Official

Authorizing NPS Official (additional, if required)

CONDITIONS OF THIS PERMIT

General Conditions

1. 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)]
2. 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)].
3. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
4. The permittee shall observe 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.
5. The permittee is responsible for making all necessary contracts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
6. The park area associated with this permit will remain open and accessible to the public during park visiting hours, during event set-up and break-down; however, the Monument will be closed to the public on the day of the event. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area. If closures must occur, the National Park Service Regional Director having line authority will approve the closures under Policy Memo 18-02.
7. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
8. 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.
9. 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.
10. 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 $0 per occurrence, $0 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.
11. To the extent that work undertaken is performed by others than permittees' employees, the permittee shall require such person or corporation to: Pay the United States the full value for all damages to the lands or other property of the United States caused by the said person or organization, its representatives, or employees.
12. Permittee agrees to deposit with the park a bond in the amount of $________0_____, 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.

13. 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.

14. 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.

15. 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.

16. 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.

**Specific Conditions of This Permit**

17. Permittee must have permit in possession. The permittee, their employees, agents and subcontractors are responsible for knowing and abiding by the terms and conditions of this permit.

18. This permit is applicable only for the use of the area(s) and terms designated in this permit.

19. This permit is not valid until signed by the Superintendent or his/her authorized representative. The Permittee is responsible for consulting with the National Park Service (NPS) on activities not covered in these conditions or on any questions that arise, before acting. Issuance of this permit is for the current year 2020 and does not mean an automatic renewal of the event in the future.

20. The permittee point of contact is Corine Fra . She can be reached at (443) 618-7221. The on-site contacts are listed on the cover sheet of this permit. A designated POCs must be present when the setup/event/strike is active. A copy of this permit shall be at the site during the use of the park area.

21. Permittee and contractor/subcontractors will always communicate and interact with visitors in a courteous and professional manner.

22. NPS reserves the right to immediately revoke this permit at any time should it reasonably appear that the activity presents present danger to the public safety, good order or health, or if any conditions of this permit are violated.

23. Provision of Activities: Only the permittee and authorized contractors and subcontractors registered under this permit are authorized to conduct activities specified in this permit within the boundaries of FOMC. The permittee or its contractors/subcontractors may not conduct any activities other than those specified within the conditions of this permit unless specifically authorized by the NPS.

24. This permit should not be construed as limiting the authority of the Superintendent to issue other Special Use Permits.

25. Termination of Permit: All permits are revocable without notice, if the terms of the permit are violated. Deliberate infractions of the terms of the permit or the deliberate making of false or misleading statements concerning intended actions in order to obtain a permit are causes for immediate termination of the permit and cause for possible citation and or prosecution. Permit will be revoked if damage to the resource or facilities is threatened, or if there is a clear danger to public health and safety.

26. The permittee agrees to be fully responsible for the management, performance, use and safety within the management, performance, use and safety within the permit area involved in this authorization until the work is completed, inspected and accepted.

27. NPS Monitors will be assigned to all activities conducted by permittee including setup, event and strike. Park monitors are assigned to assure full compliance with all conditions of the permit.

**Operations**

28. Permittee may not use the Visitor Center public parking lot for permit activities leading up to the event. Permittee may use the overflow grass parking lot, which is temporarily closed to the public, for use as a staff parking and staging area leading up to the event and accommodate staff, vendors, limited amounts of press and law enforcement on the day of the event.

29. All vehicles related to the event, and vehicles of contractors and subcontractors should be parked in the grassy overflow lot during the hours of 7:00am-6:00pm. Permittee is responsible for monitoring access to the overflow lot and courteously directing general public with inquiries to park in the main visitor center parking lot.
30. Permittee is responsible for monitoring front gate and park access. Only preapproved and authorized contractors and subcontractors should be admitted by permittee assigned front gate monitor when gate is closed to the general public outside the normal park operational hours of 9:00am-5:00pm.

31. All permittee's personnel are restricted to the approved locations listed per this permit anytime outside of normal park operating hours (9am-5:00pm). All other areas of the park are closed to public and permittee access before 9am and after 5pm. Security provided outside the approved hours in this permit must be stationed outside the park gate.

32. Setup and strike will begin based on the schedule contained in the Appendix labeled Production Schedule. The site will be restored to its original condition upon the permittee's completion of this permit. NPS permit monitors will document conditions to ensure restoration conditions are met.

33. All proposed amendments or additions to this permit and all proposed locations of vehicles, equipment, storage, installations of any kind, areas of activity, work and power plans shall be submitted to the NPS for prior written approval. These proposals shall be in map or diagram form suitable for on the ground inspection. Placement of tents, displays, and other detailed and specific site maps will be provided to the NPS prior to the installation of facilities. Arrival schedules, equipment lists and vehicle lists must be provided in advance an all areas in use in the park must have specific approval by the NPS. Unless authorized by this permit, entry into any closed area is prohibited.

34. Permittee must comply with all directions given by park staff monitoring this permit and staffing the event.

35. Any type of item(s) or equipment may not be dropped off without the presence of the permittee or another representative who can make decisions. Baricades, signage and trash must be removed immediately after the event.

36. NPS Equipment: Government equipment may not be loaned, rented or diverted for use by the permittee, including building space, utilities, and supplies.

37. The NPS is not responsible for Permittee's equipment or vehicles. All equipment and vehicles must be monitored by the permittee or an appointee of the permittee at all times.

38. The permittee, its contractors and sub-contractors will not construct any temporary or permanent structures of any kind anywhere within the boundaries of FOMC and will not be assigned any facilities or portions thereof located within the park, except as allowed to the general public, unless specific in subsequent terms and conditions.

39. Generators may be placed in pre-approved areas. Generators can only be operated when attended and following all OSHA and NFPA 70 & 110 requirements for safe operations.
   a. Fuel cannot be stored on NPS property.
   b. Generators must have appropriate spill protection to prevent leaking or seepage onto NPS property.
   c. Refueling can only occur between the hours of 7:00 am and 9:00 am on dates agreed upon in advance by the NPS. Any additional requests for refueling timelines must be submitted in writing to the NPS.
   d. Bike racks must be placed around all generators.
   e. Generators must be placed on a first retardant, self-absorbent pad. Spillage of deleterious substances such as engine oil, gasoline, etc in prohibited. In the event of such an occurrence, the NPS must be notified immediately.

40. Permitted activity must not block entrance gate, Sea Wall trail, pedestrian walkways or sidewalks or interfere with the flow of pedestrian traffic.

41. All cables and extension cords must be covered by mats and/or high-visibility Yellow Jacket™ to prevent a tripping hazard or navigation barrier to handicapped individuals and provide for safety and accessibility. No power lines can be strung between trees. All cords must be in good condition, of sufficient gauge to accommodate the electrical load of the equipment and must be properly grounded.

42. Trash generated by this event is the responsibility of the permittee. It must be picked up from the ground and hauled away from the site every day during the permit period. Permittee must ensure that the authorized area is clear at the conclusion of the event.

43. Permittee will not damage natural or cultural resources during permitted activity. The permittee will be held liable for any damage to park property arising out of this permit.

44. No climbing, scaling, manipulating, or posing on top of NPS cultural or natural resources is permitted.

45. Launching, landing, or operating an unmanned aircraft from or on lands and waters administered by the National Park Service within the boundaries of Fort McHenry National Monument & Historic Shrine is prohibited.

46. Permittee is responsible for cost recovery for any turf damage sustained during permit timeframe, including any repairs to the overflow lot at the conclusion of the permit.

47. Eating, drinking, and use of tobacco products and similar devices are prohibited in NPS designated areas.

48. Adequate portable restroom facilities should be contracted by the permittee to accommodate the number of people on site daily.

49. Permittee is authorized to operate a shuttle in the park on August 26th for the purposes of drop off and pick up for public attendees from a location off site. Drop off and pick up sites must be pre-approved by the NPS. Permittee is responsible for having personnel in place to direct attendees to the appropriate location upon drop off.

50. NPS may fly a replica Star-Spangled Banner of the appropriate size for the weather during the event, in compliance with the park's flag flying SOP. NPS staff must be able to access the flag pole at all times in order to react to changes in weather.
51. Permittee will provide a media plan that will be included as an appendix to this plan. It will detail media locations, credentialing plan and access.
52. All media equipment must be portable and self-contained, with all stands using rubber tips or matting as a base. All cables covered so as not to present a tripping hazard as described in condition 40. All equipment must be hand-carried/carted to event site. Media satellite and/or microwave trucks will be allowed to park on the overflow grassy parking lot on a space available basis.
53. The permittee will coordinate and present a Run of Show for all events
54. The Permit holder is responsible for the security of all equipment such as but not limited to staging, offices, portable toilets. Equipment must be attended at all times. The permittee must submit a plan addressing permit activities listed below. The permittee is responsible for ensuring all contractors and subcontractors are aware of and follow the plans.
   a. Monitoring of Portable Toilets daily
   b. Monitoring and provided security for all equipment delivered and setup
   c. Staging and safe use of Golf Carts, with additional safety measures while the grounds are open to the public.
   d. Steps taken to ensure that heavy equipment (ForkLifts and boom) protect park resources and minimize turf damage
   e. Plan for use of bike racks for crowd control including set and take down time and provisions for unrestricted visitor flow during park opening hours.
   f. Safe use of generator following all OSHA and NFPA 70 <National Electric Code) requirements for the safe operation of a generator
   g. List of equipment and weights
   h. Lighting Plan for all park areas and trails in use
   i. Plan for set up in Star Fort and First Amendment Rights area.

55. The solicitation or collection of donations is prohibited on park property.

Health and Safety

56. The permittee should comply with all applicable federal, state, and local laws, regulations, executive orders and guidance concerning COVID-19 in effect at the time of the event.
57. Permittee should comply with all recommended CDC safety protocols in place due to the Covid-19 virus.
58. Report of Injury or Damage: The permittee is required to make a report of ANY serious personal injury (an injury requiring professional medical attention) and or property damage incident occurring within the park involved the permittee vehicles, clientele or employees by contacting park dispatch or the identified park contact. A report will consist of a verbal description of the incident. Additional method of reporting may be required dependent on the incident. The permittee must cooperate with any investigation of the incident by the NPS. A written report of the incident must be mailed or email to the park Special Park Use coordinator within seven (7) calendar days of the reported incident; this is in addition to any report prepared for law enforcement.
59. The permittee shall require all employees and/or contractors to exercise all normal and reasonable safety precautions including observations of all applicable OSHA codes to protect park property and to provide for public safety. Suitable devices such as barriers, fences, lanterns, lighting for trails, etc., necessary for employee and public safety, and resource protection shall be discussed by the permittee and the NPS. Places of such devices require the NPS concurrence.
60. Golf Carts cannot be parked or staged in the main visitor parking lot during park operating hours. Carts must stay on paved paths and not exceed 5mph. Cart usage after dark on paved paths is prohibited without proper lighting in place provided by the permittee. Use and installation of temporary lighting must adhere to conditions 63 through 75.
61. One "fork lift" or low-speed vehicle may be used to transfer items to the Parade Ground inside the Star Fort. The LSV or fork lift may not be used on brick pathways or grassy areas with prior NPS approval based on current weather conditions. Proper measures will be in place to minimize damage to park grounds.
62. Any movement by heavy equipment such as fork lifts must always be accompanied by spotters in the front and rear of the piece of equipment.
63. The possession or consumption of any controlled substance is prohibited
64. Permittee is responsible for properly lighting walkways and event after dark and during event proceedings. Park grounds are not normally in use after dark and proper lighting will need to be brought in and safely secured. No ground penetration is permitted in the park.
65. Upon expiration or termination of this permit, the permit holder shall vacate the permitted area and restore the area to a condition satisfactory to the NPS.

Resource Management
66. No driving or parking off the paved paths or paved areas unless prior approval is granted by the NPS.
67. No excavation or ground disturbance shall be permitted under this permit.
68. Permittee may not disturb, alter, or take natural or cultural features.
69. All event attendees must remain on paved or otherwise developed or approved surfaces.
70. Permittee must supervise their contractors and employees during set-up and teardown to assure there is no damage to park resources. NPS will have a monitor on site during set up and strike.
71. Staging and chairs may be setup on the gravel and grassy surfaces of the parade ground in the star fort according to a pre-approved plan.
72. The use of ground penetrating devices for equipment or displays is prohibited. No tent flooring is permitted. Tents must be installed by the use of weighted ballasts rather than ground penetrating devices. All tent materials and installation must comply with NFPA Standard 102.
73. Drilling holes of any kind, alteration and painting of any structure, digging implanting/planting, pulling up fixed monuments, or any ground disturbance is prohibited.
74. Permittee will not remove signs, fences, posts or camouflage directional signs or informational signage.
75. Vegetation may not be removed or cleared for the purposes of filming opportunities, nor may vegetation be planted.
76. During filming/photographic activity, permittee shall use and maintain all camera equipment upon rock, dirt, pavement, or gravel surfaces only. Equipment may not be placed on or adhered to the Star Fort structure.
77. Pre-approved vehicles are allowed to drive on the Seawall Trail at pre-agreed upon times as long as they are under the legal weight limit (19,000 gross vehicle weight loaded) and small enough to avoid damaging the trees along the path in any way, in order to deliver and pick up equipment to the grounds. The permittee must have a guide in front of the vehicle at all times when delivering, picking up, and exiting, for safety. The vehicle must turn around on the sidewalk leading up to the Water Battery. All vehicle drivers must check in with NPS staff before driving on Seawall Trail.
78. Nothing is to be tied to, placed on, strung from, leaned against or cause any damage to buildings, structures, light poles, lawn, trees or shrubbery.
79. Permittee may not access the following areas during the duration of the permit:
   - Interior spaces, including the porches of Fort
   - Fort restrooms except on the day of the event.
   - The Star Fort Trail for the duration of the permit.

Advertising and Signage

80. No commercial displays, promotions, coupon give-a-ways or advertising is permitted within the park.
81. The permittee and participants will not attach, erect, place, hang, anchor or display any banner, streamer, poster, or sign or any other object on NPS lands without prior approval by the NPS.
82. The sale of merchandise in the parks is prohibited by 36 CFR § 5.3, except for the sale of printed matter as defined in 36 CFR § 2.52, and Special Directive 95-11. The sale of printed material is allowed within certain park areas provided that the Superintendent so has issued a permit to do so, and provided further that the printed material is not solely commercial advertising. Commercial notices or advertisements shall not be displayed, posted or distributed on park property. Printed “printed matter” means message-bearing textual printed material such as books, pamphlets, magazines, and leaflets, provided that it is not solely commercial advertising. The term “other message-bearing items” means a message-bearing item that is not “printed matter” and is not solely commercial advertising. Other message-bearing items include, but are not limited to: Readable electronic media such as CDs, DVDs, and flash drives; clothing and accessories such as hats and key chains; buttons, pins; and bumper stickers.
83. Commercial notices or advertisements shall not be displayed, posted or distributed on park property.
84. Distribution or give away of any commercial product is limited to only those that may be consumed on the event.