



Application

To ensure that a complete application is submitted, please refer to *Instructions for Completion of Commercial Research Permit*. Incomplete applications will be denied.

Please check one: New Renewal

Park(s): _____

Applicant Information

Lead/Point of Contact: _____

Address: _____

Phone #: _____

Email: _____

Project Information:

Project Title: _____

Preferred project start and end dates: _____

(including fieldwork, data analysis, write-up, publication, if applicable)

Does your project include any of the following?* (Please check all that apply)

- Handling, collection, or euthanizing of plant or animal species
- The potential for take of any plant or animal species (see definition in CRP Instructions)
- Takes place in an area with critical habitat for threatened and endangered species
- The potential for disturbance to any archaeological/cultural resources, including ground disturbance, installation or modification of structures (see description in CRP Instructions)
- Collection of hydrological, geological, plant or animal samples
- Planting, stocking or relocating plant or animal species
- Study of human subjects
- Special uses of park or access to restricted areas (overnight use, off-trail, needs exception granted)
- Impacts to visitor experience/enjoyment at the park (visual, auditory, etc.)
- Any hazardous materials
- Any additional environmental impacts (may include but not limited to dust, air quality, waterways/runoff, etc)

*If yes to any of the above, review the *Instructions for CRP* for a list of agencies that issue permits that *may* be required for project application approval. This list of agencies is not exhaustive.

Include all additional required institutional permits (state, federal and any other) with the application (including, but not limited to, those issued from agencies listed in the *Instructions for Completion of CRP*):

Project Information continued:

- Describe purpose and objectives of research or monitoring activity (could include previous related research, species, habitats, cultures/cultural sites being studied):

- Identify project location on map. Include GPS coordinates of study area(s).

Insert map here.

- Briefly describe samples to be taken or data to be collected during the proposed project. Include photographs or diagrams of previous collection methods and samples collected, if applicable.

*Note: Applicant shall submit a copy of the data and publications resulting from this project to Arizona State Parks and Trails. Failure to provide said materials may result in the revocation of any existing permits and denial of future permits to the Permittee/affiliating entities, until such materials are received.



Logistics and Transportation

- Are overnight stays required? Yes No
Why and for how long?
- Specifically describe all equipment/gear and materials used:
- How and where will equipment be installed? (e.g., Will equipment be mounted? to what?etc.)
- Dates of instrumentation installation and removal:

Installation Date: _____ Removal Date: _____

- Instrumentation maintenance schedule:
- Does equipment interfere with the visual landscape or auditory soundscape of the park?
 Yes No
How? What is the plan for minimizing disruption?
- Data collection schedule:

Safety Plan

- Document expected hazards and physical/mental demands of the work (e.g., long working hours, high temperatures, venomous reptiles, etc.) and address how each hazard will be mitigated.

- Nearest city to study area:

- Nearest hospital to study area (include address and phone):

- Medical training of research team (if any):

Insurance Verification

To comply with State of Arizona insurance and indemnification requirements, please provide Verification of Coverage consistent with the guidelines outlined in the Permit General Conditions and Requirements (page 5). Please contact the Research & Science Coordinator with any further questions or concerns.

Permit Form

Please complete the highlighted portions of the permit form on the following page. *Please contact the Research & Science Coordinator if you have any issues submitting the application with embedded images.*



**Commercial Research Permit
for Research and Monitoring
Permit #2024-XXXX**

Date: _____

Project Title: _____

Park(s): _____

Special conditions (e.g., facility conditions, hazardous material handling, activity reports, before/after photos, time-of-day, etc.):

Vehicle description(s) and license plate(s):

Complete list of research & monitoring project team members:

I have read and understand the General Conditions and Requirements of this permit.

Please sign here: _____

Fee waiver pursuant to AAC R12-8-110 (C) **granted.**

Do not charge day use or other fee to the holder of this permit.

Day-Use Only

Overnight Stay Authorized

This permit is issued by Arizona State Parks and Trails pursuant to AAC R12-8-109(F) and accepted by the applicant signed below, subject to terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements included or attached. A copy of the permit should be kept by each research or monitoring team member on park so that it may be shown at any time to Arizona State Parks and Trails staff.

Arizona State Parks and Trails Authorization Signature

Position Title

Notice

- 1) The information that you provide is voluntary, however submission of requested information is required to evaluate the qualifications, assess the potential impacts to resources, and document projects. It is our policy not to use your name for any other purpose, except as required by law. False, fictitious or fraudulent statements are grounds for revocation of the Commercial Research Permit. Failure to provide all required information is sufficient cause for Arizona State Parks and Trails (ASPT, also referred to herein as the Agency) to deny a permit.
- 2) ASPT reserves the right to deny a permit if the project is deemed inconsistent with the Agency's statutory and/or other obligations; if the Agency is unable to support the project with staff or other resources it deems necessary; or if the Agency deems the project will adversely impact visitors, facilities, and/or park natural or cultural resources.
- 3) ASPT will not issue a permit for a scientific research project until copies of all required permits, certificates (including insurance), clearances, etc., have been submitted with the application.
- 4) ASPT will review all applications for research projects with all relevant land managing partners. An application may be denied if contract, easement, or other restrictions exist with partners or other entities that would prohibit the research activity.
- 5) ***Submitting an application does not guarantee the research proposal, or the date(s) requested or other components of the proposal, will be approved.*** Applications are accepted up to one year in advance. The Regional Manager for the impacted areas will notify you when ASPT has received your application, but approval or denial of your project will likely take several weeks, depending on the completeness of the application including acquisition of required permits, etc., complexity of project, and reviews by staff and land managing partners.

General Conditions and Requirements

- 1) Responsibility of the 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 order and condition as when received except for reasonable wear, tear or damage without fault or negligence. The permittee will fully repay ASPT for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) The Permittee is solely responsible for compliance with any and all environmental and cultural permits, federal, state, local or other applicable statutes, rules and regulations.
- 3) Operating Rule 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 Federal and state laws, environmental health and safety rules, and regulations. The permittee shall comply with all instructions applicable to this permit issued by Parks staff. The permittee shall take all reasonable precautions to prevent the escape of fires and suppress fires. Permittee shall coordinate and communicate the project with the Park Manager or otherwise designated park representative of the impacted park(s).
- 4) Use Limitations: the permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict authorized entry into his/her areas; and permits ASPT to carry on whatever activities are necessary for the protection and maintenance of the of the lands administered by Parks.
- 5) 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 the permit. No interest hereunder may accrue

through lien or be transferred to a third party without the approval of the Executive Director of Arizona State Parks and Trails or his/her designee and the permit may not be used for speculative purposes.

- 6) Compliance: ASPT's failure to require 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 ASPT's right to thereafter enforce any of the permit's conditions.
- 7) Termination Policy: At the termination of this permit, the permittee shall immediately cease activities and leave the premises. Upon yielding possession, the permittee will still be allowed to reenter as needed, during park operating hours, to remove his/her property as stated in paragraph 9 of this section. The acceptance of any fee or any other act of administration related to removal activities by ASPT staff is not to be considered as an affirmation to the permittee's action nor shall it operate as a waiver of the ASPT's right to terminate or cancel the permit for breach of any specified condition or requirement.
- 8) Revocation Policy: the permit may be revoked by the Regional Manager without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations or for nonuse. It is at all times subject to discretionary revocation by the Executive Director of Arizona State Parks and Trails or his/her designee. Upon such revocation, by and through an authorized representative, may take possession of the said premises for its own and sole use.
- 9) Indemnification: To the fullest extent permitted by law, PERMITTEE shall defend, indemnify, and hold harmless the STATE OF ARIZONA, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of PERMITTEE or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such PERMITTEE to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by PERMITTEE from and against any and all claims. It is agreed that PERMITTEE will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the PERMITTEE agrees to waive all rights of subrogation against the STATE OF ARIZONA, its officers, officials, agents, and employees for losses arising from the work performed by the PERMITTEE. This indemnity shall not apply if the PERMITTEE(s) is/are an agency, board, commission or university of the State of Arizona.
- 10) Removal of Permittee's Property: Upon expiration or termination of this permit, if all fees and/or damages have been paid to the State, the permittee within a reasonable period, as stated in the permit or as determined by the Regional Manager, but not to exceed 60 days, shall remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period, the permittee must remove any other of his/her property. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the State of Arizona.
- 11) Collected Specimens: Specimens collected under this permit, any components of any specimens and research results derived from collected specimens may be used for scientific or educational purposes only, and not for commercial purposes unless the permittee has entered into a cooperative agreement with Arizona State Parks and Trails. ASPT prohibits the sale of collected research specimens or other transfers to third parties. Breach of any other terms of this permit will be grounds for revocation of this permit and denial of future permits. Furthermore, if the permittee sells or otherwise transfers collected specimens or any components without a cooperative agreement, permittee will pay a royalty rate of 20 percent of the gross revenue from such sales. In addition to such royalty, ASPT may seek other damages and injunctive relief against the permittee.

12) INSURANCE INFORMATION. Please review closely and provide verification of coverage that indicates the following:

Minimum Scope and Limits of Insurance Permittee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
- a) The policy shall be endorsed, as required by this Permit, to include the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Permittee.
- b) Policy shall contain a waiver of subrogation endorsement, as required by this Permit, in favor of the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from activities performed by or on behalf of the Permittee.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Permit.

- Combined Single Limit (CSL) \$1,000,000
- a) Policy shall be endorsed, as required by this Permit, to include the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Permittee involving automobiles owned, hired and/or non-owned by the Permittee.
- b) Policy shall contain a waiver of subrogation endorsement as required by this Permit in favor of the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from activities performed by or on behalf of the Permittee.

Workers' Compensation and Employers' Liability

- Workers' Compensation: Statutory
 - Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000
- a) Policy shall contain a waiver of subrogation endorsement, as required by this Permit, in favor of the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from activities performed by or on behalf of the Permittee.
- b) This requirement shall not apply to each Permittee that is exempt under A.R.S. § 23-901, and when such Permittee or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

The Permittee's policies, as applicable, shall stipulate that the insurance afforded the Permittee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall



Commercial Research Permit (CRP)

be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E). Insurance provided by the Permittee shall not limit the Permittee's liability assumed under the indemnification provisions of this Permit.

Notice of Cancellation Permittee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Permittee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers Permittee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

Verification of Coverage Permittee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Permittee has the insurance as required herein. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

- Each insurance policy required by this Permit must be in effect at, or prior to, issuance of this Permit. Failure to maintain the insurance policies as required by this Permit, or to provide evidence of renewal, is a material breach of this Permit.

All certificates shall be sent directly to the Department. The project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Permit at any time.

Approval and Modifications ASPT, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Permit, as deemed necessary.

Exceptions In the event the Permittee is a public entity, then these Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self insurance. If the Permittee is a State of Arizona agency, board, commission, or university, none of the above shall apply.