

STIPULATIONS

Permit #NV025-03-01

As referenced by condition #13

ADMINISTRATION

1. These stipulations incorporate procedures identified in the Burning Man 2003 Operating Plan. If there is a conflict between the Operating Plan and the stipulations listed below and attached to the permit, the stipulations shall control.
2. Black Rock City LLC shall comply with all permit requirements and conditions as identified in permit # NV025-03-01, and with all applicable supplemental regulations (i.e. closure orders, fire restrictions, etc.) in effect during the event.
3. Black Rock City LLC acknowledges that this authorization may be amended only by a written document duly authorized and executed by both grantor and permittee.
4. Upon advance notice to the permittee, the BLM reserves the right to alter the terms, conditions, and stipulations of the permit at any time for reasons such as changes in policy or administrative procedure, to prevent use conflicts, to protect public safety, or to prevent resource damage.
5. The BLM, or duly authorized representative, may examine upon request any of the records including, but not limited to, financial records, contractual agreements, licenses, or other documents related to the permitted operations.
6. The permittee shall post a copy of the Permit or Operating Authorization in plain view in Center Camp where cooperators and participants have an opportunity to read it.
7. The permittee's operation and compliance with the terms, conditions and stipulations of the permit will be evaluated through performance inspections before, during and following the event.
8. Any violation of the permit terms, conditions and stipulations may be subject to penalties prescribed in 43 CFR 8372.0-7, which may include fines up to \$1,000 and/or imprisonment up to 12 months, and/or administrative action. Additionally, any such violation may result in permit revocation, suspension, or probation. Violations may also be cause for the BLM to deny approval of a subsequent Permit or Operating Authorization.
9. On a rotation schedule during the event Black Rock City LLC shall provide a member of its board around the clock who is authorized to represent and act on its behalf to coordinate as needed with BLM, law enforcement and other event cooperators on issues requiring action.
10. Black Rock City LLC personnel shall meet with BLM staff and representatives from the various cooperators daily at 4:15 p.m. and at such other times and places as are needed. At these meetings Black Rock City LLC shall provide daily attendance updates and exchange other information necessary to meet the needs of BLM and event cooperators.
11. Black Rock City LLC will inform BLM law enforcement representatives of unauthorized commercial operations discovered operating at the event.

12. Meetings Required with Affected Parties.

- a. Black Rock City LLC shall meet with the Pyramid Lake Paiute Tribe to address concerns and impacts to Tribal reservation resources anticipated from the Burning Man event.
- b. The permittee shall confer with the Nevada Highway Patrol, and the Washoe and Pershing County Sheriff's Offices prior to the event to address State and local issues and concerns.

RESOURCE PROTECTION

13. Pits and Holes.

- a. The BLM must approve in advance event pits or holes larger than 1' square, 1' in diameter, or 3' deep. Prior to digging Black Rock City LLC will provide a map to BLM showing locations of proposed pits and holes with GPS coordinates.
- b. When significant moisture is present in the soil, at least one hole in an associated group of holes or in the immediate area shall be left open for a minimum of 24 hours and the authorized officer notified. The BLM may require that such holes be left open for up to 72 hours. When standing water is present in a hole, the permittee shall measure the distance between the ground surface and water surface, take and properly label a water sample and provide it to BLM.
- c. Backfill dirt will be stored in containers, so that all dirt is retained. Backfill will be compacted in holes at event closure. Backfill dirt will be compacted with mechanical tampers at six-inch depth intervals to prevent formation of pit depressions. Permittee and BLM staff/volunteers shall monitor the event to assure that no unauthorized holes are dug.

14. All participants and support staff will be informed that collection, excavation or vandalism of archaeological artifacts or sites is illegal on public land. The BLM shall be notified immediately upon discovery of archaeological artifacts (objects greater than 50 years old) or human remains.

15. Black Rock City LLC shall comply with 43 CFR 7.18 and shall not make available to the public any information concerning the nature and location of any archaeological resource.

Should Black Rock City LLC discover an archaeological resource it must stop all activities in the discovery vicinity and protect the discovery until event completion or until notified otherwise by the authorized officer.

16. Black Rock City personnel will not encourage or direct participants to area hot springs for the purpose of bathing, extracting mud or water. They will also discourage travel to other historical, cultural, and geographical resources in the Black Rock Desert area during the event. All Burning Man participants are required to camp in the designated permitted area.

17. Black Rock City LLC will coordinate with BLM to provide orientation training to the Black Rock Rangers and volunteers who participate on spring patrols and event cleanup. The orientation(s) will address cultural resource protection and safety.

18. Fugitive Dust.

- a. Water without additives will be used for fugitive dust control. No chemicals will be used to control fugitive dust.
- b. Fugitive dust suppression efforts on roads will be performed at a minimum of once daily by watering to keep fugitive road dust at a minimum during event operation and during and after event closure.
- c. Fugitive dust suppression efforts by watering will be used on the airport runway during the event as needed.

- d. Before the final inspection, all disturbed areas within the event site will be watered, including the airstrip, and within the trash/security fence to fix fugitive dust to the playa surface.
- e. Water trucks used for dust control will carry identification stating “Non-Potable Water”

19. Burning of objects or structures that contain plastics and/or other synthetics or any materials that release toxic fumes is prohibited. Black Rock LLC shall provide public education through the Burning Man website, radio stations, brochures and other literature to encourage compliance of this stipulation.

20. Organizers of each “Art Burn” and Black Rock City LLC are responsible for implementing procedures for the complete cleanup of each burn site, including, but not limited to:

- a. Removal of ash.
- b. Removal of unburned material such as nails, screws, and glass.
- c. Scarification and raking with a drag device to eliminate resulting burn scars.

21. Black Rock City LLC shall inform staff and participants of the backcountry use ethic as reflected in the programs *Tread Lightly!* and *Leave No Trace* tailoring the concepts to fit a large city and encourage individual responsibility and accountability. Black Rock City LLC shall assure *Tread Lightly!* and *Leave No Trace* information is disseminated to personnel and participants in handouts, through Internet home page/website resources and other communication venues as available.

22. Black Rock City LLC will assist the BLM with researching methods to mitigate the development of burn scars and continue developing methods and techniques for effectively treating other adverse human-induced playa impacts.

INFRASTRUCTURE

23. The location approved for the 2000 event is to be utilized by Black Rock LLC for the 2003 Burning Man event.

24. The period of use authorized for this event will be August 11, 2003 - September 15, 2003. Layout is authorized beginning August 1. Construction of temporary fencing will not be initiated prior to August 8. No temporary facilities other than those required for construction are authorized prior to August 11. The event is authorized for August 25 at 0001 hours to September 1, 2003 at 2359 hours. Takedown and removal of all above ground material (items that could pose a hazard to other playa users) will be completed by September 15, 2003. The final phase of cleanup and restoration will be completed by September 26, 2003. No permanent structures will be constructed on public land.

25. Permittee shall install a 360° event perimeter/boundary trash fence and provide a 24-hour perimeter patrol within this fence during the event. Any accumulation of trash that appears to be imminently spilling over the fence or passing through a fence break will be collected. Fence breaks will be repaired immediately upon discovery. Prior to installation of facilities, permittee shall construct the southwest and southeast flanks of the perimeter fence to safely direct vehicular traffic around the site.

26. Dumpsters will be provided at the event site.
 - a. Black Rock City LLC is responsible for all trash removal and cleanup. Trash will be transported to an appropriate landfill and deposited accordingly.
 - b. Dumpsters of a size and number sufficient to accommodate the event will be utilized.
 - c. Dumpsters will be hauled when full to ensure proper disposal and timely rotation of full versus empty containers.
 - d. Burying of waste material, of any kind, is prohibited on public land.

27. The following areas of special concern will be patrolled by the Burning Man staff for cleanup of event-related trash: County Road 34 from the “8-Mile” entrance to State Route (SR) 447, SR 447 from the intersection with County Road 34 to Wadsworth and from Gerlach to the California state line, and SR 446 from Nixon to SR 445 near Sutcliffe.

28. Black Rock City LLC shall assure that during the event the permitted area is kept clean and that evidence of camping activity is removed upon completion of the event.

SIGNAGE (see also Traffic Control and Airport / Aircraft)

29. Black Rock City LLC shall provide and post signs, as determined by the authorized officer.

30. All signs manufactured by Black Rock City for use during the event will be made to standards comparable to NDOT regulations. These signs are to provide the public with information concerning closures and available playa access points during the event and are to be located at the northeast-bound lane of County Road 34 approaching the 3-Mile entrance from Gerlach and at the eastbound lane of County Road 34 approaching the 12 Mile entrance from Hualapai Flat. All signs shall be placed no later than two weeks prior to the event.

31. Black Rock City LLC shall provide signs depicting the route to the event access/exit and the access/exit turnoff on County Road 34.

TRAFFIC CONTROL (see also Signage)

32. Black Rock City LLC shall coordinate with appropriate agencies to comply with NDOT regulations on any additional event entrances/exits and flagging that are approved by the authorized officer. Such entrances/exits will be completed by such date as set by the authorized officer.

33. Traffic Management.

- a. Black Rock City LLC shall coordinate with the Nevada Department of Transportation for traffic control at County Road 34 entrances/exits, the “Y” intersection of State Road 447 and County Road 34, and the towns of Gerlach and Empire during heavy traffic periods (prior to, during exit and after the event) to keep traffic moving steadily.

- b. Caution signs and lighting will be placed along County Road 34 in both directions out from the event access and at other prominent or strategic locations around the event to forewarn travelers of traffic safety hazards and the event ahead.

- c. Black Rock City LLC shall provide state certified flaggers to control existing traffic at junctions of event access with County Road 34 and at the junction of County Road 34 with State Route 447.

d. Permittee shall obtain a permit from the NDOT to control traffic at the junction of County Road 34 and State Route 447, and shall assure that flagging operation at the junction of the event access and County Road 34 complies with Washoe County and State of Nevada standards and regulations.

34. No access roads or trails will be constructed without authorization in writing from the authorized officer.

35. During the event, Burning Man staff and support personnel will be restricted to the existing event entrance. The 3-Mile entrance/exit will only be used in the event of contingency/emergency traffic or as directed by the authorized officer.

36. The 3-Mile and 12-Mile access roads will remain open to allow for other dispersed recreation use and general access. Black Rock City oversight personnel will not encourage or direct event participants to use these access roads to access the Burning Man 2003 event.

37. Following the burning of the “Man”, Black Rock City LLC shall ensure coordination with appropriate law enforcement agencies to facilitate the exit process.

AIRPORT / AIRCRAFT

38. Black Rock City LLC shall assign an Aircraft Runway Manager, who will strictly control arrival and departure protocols, parking and over flight rules.

39. An aircraft runway will be located outside the Black Rock City boundaries with a taxiway leading to a separate pilot camping area, as identified in the Burning Man 2003 Operating Plan. With the exception of this authorized Burning Man landing runway (for the use of Burning Man clientele, law enforcement and emergency medical services) aircraft are prohibited from landing on the playa for five miles in all directions from the event boundary during the event.

a. A runway 5000 feet long by 60 feet wide is approved and will be marked on the existing playa surface. No surface disturbance beyond removal of transient dunes to assure safety is authorized.

b. The runway use will be limited to single and twin piston-engine, fixed-wing aircraft. No cargo or supply shipments will be allowed.

c. The runway will be marked to make it visible to pilots and also to alert surface traffic to avoid it. The marking will be removed at event completion.

d. Reflective signs will be installed at prominent or strategic locations around the event airport and fenced entry approach road to forewarn playa travelers of safety hazards.

e. Aviation windsocks are to be placed at each end of the runway to provide pilots with a visual reference of wind speed and direction, and to alert other recreational users on the playa of an operational runway. The windsocks are to be removed at event completion.

f. Numbers at both ends of the runway will indicate compass bearing and help define the runway boundaries. These numbers will be painted on the playa surface using a calcium carbonate/water suspension. At event completion, the playa surface containing the numbers will be raked or scarified to obliterate the numbers.

g. Black Rock City LLC shall meet all necessary requirements of the NDOT and the Federal Aviation Agency concerning the runway operation, to include submission of Notices to Airmen (NOTAMS) as appropriate.

h. Black Rock City LLC shall report to FAA authorities and military bases of any non-event aircraft operating in an unsafe manner.

40. Black Rock City LLC shall assure radio communications with event-related aircraft.
- a. A Common Traffic Advisory Frequency (122.9 MHz) will be used to inform pilots of landing pattern direction and safety information.
 - b. This radio communication will be in effect 24 hours a day for the duration of the event.

PUBLIC HEALTH AND SAFETY (See also Signage, Traffic Control, & Airport / Aircraft)

41. Black Rock City LLC shall implement a controlled substance use policy. This policy will be posted and maintained on all public information boards and relayed to participants through other available means. The illegal substance policy as identified in the “Burning Man 2003 Operating Plan” will be observed.

42. Black Rock City LLC shall assume responsibility for public safety and health during all phases of the event, including, but not limited, to the following:

- a. Black Rock City LLC shall provide state-certified emergency services at the event. At a minimum, medical personnel will be state-certified paramedics.
- b. Inspecting the permitted area for any existing or new hazardous conditions, e.g., changing weather conditions or other hazards that present risks to employees and/or participants.
- c. Coordination with appropriate county and state health departments, and the Black Rock City LLC toilet contractor to provide the proper number of toilets for the peak anticipated 2003 event population.
 - i. A contingency plan for additional toilets will be in place in case the anticipated population exceeds estimates.
 - ii. A minimum of two toilets each will be located in the communities of Gerlach and Empire to reduce impacts on local sewer systems.
 - iii. Toilet locations will be coordinated with the communities involved.
- d. Water used for public bathing, including water stored in portable wading pools, and drinking water shall be approved (certified) by the Nevada Bureau of Health Protection Services and Washoe/Pershing County District Health Departments in advance.
- e. Black Rock City LLC shall submit a detailed written report to its insurance company and to BLM immediately upon learning of any incident related to the event that occurs before, during or after the event that could possibly result in a liability claim.

43. Burying or discharge of waste material, including grey and black water, is prohibited.

44. Black Rock City LLC/Burning Man shall abide by fire restriction orders, except for the following as officially approved by Black Rock City LLC in coordination with BLM: official art burns, fireworks events, and open fires within the Burning Man event area that are to be contained on supplied fire pans and fire barrels. Fires not contained on raised platforms, fire pans, or barrels are prohibited. Fire restriction orders may be in effect. Black Rock City LLC will take reasonable precautions to suppress brush and grass fires at the event access from County Road 34.

45. The use of personal fireworks or sale of fireworks is prohibited. A sign stating this, approved in writing in advance by the authorized officer, will be prominently placed at the site entrance by the permittee no later than August 24, 2003. Black Rock City LLC shall take reasonable precautions to prevent the sale and/or distribution of fireworks.

46. Only fireworks and pyrotechnics planned, scheduled and approved by Black Rock City LLC in coordination with law enforcement are permitted. Use of any unapproved explosive, fire or incendiary device, is prohibited.

47. With the exception of county, state and federal certified law enforcement personnel under the color of law, possession of firearms is prohibited within the fenced event boundary during the event period. Discharge of firearms will be prohibited for two miles in all directions from the event boundary. An entrance sign to this effect, approved by the authorized officer, shall be placed by the permittee no later than August 24, 2003.

48. During the event, with the exception of BLM-authorized event management-related camps, public camping is prohibited within an eleven and one-eighth square mile area encompassing the event.

49. Black Rock City LLC and “art burn” organizers will coordinate with the event fire contractor and law enforcement points-of-contact. Black Rock City LLC shall prepare and deliver for review a detailed schedule of sanctioned fireworks and art burn events at the daily cooperators coordination meeting, prior to the event/burn. The schedule will include a detailed description of the event/burn, name of responsible person, map location, and approximate time of each event/burn.

50. Operation of motorized vehicles within the event area shall be in accordance with applicable laws, regulations, policies, and stipulations, and in accordance with supplementary rules developed by Black Rock City LLC. Such use shall be restricted to open streets within the City, with the following exceptions: Art vehicles registered with Black Rock City LLC, Black Rock City LLC staff and support; BLM, medical, law enforcement, and firefighting vehicles; and motorized skateboards with/without handles.

a. Black Rock City LLC shall encourage pedestrian traffic and use of bicycles within the event boundary fence.

b. “Art Cars” shall be registered with Burning Man/Black Rock City LLC and must provide evidence of registration at all times.

c. Black Rock City will make educational materials available to participants prior to the event that explain the need to inspect vehicles and repair or modify those with drips of oil or other fluids. Black Rock City LLC will also train staff involved with greeting participants to identify vehicles likely to have an increased risk of oil or fluid drips, to inspect those vehicles, and suggest / or take appropriate actions.

d. No motor vehicles of any kind are allowed within the walk-in camping area.

e. Participants shall use the designated entrance lane to access the event.

f. The following are authorized to drive on the south side of the entranceway (within 100' of the south fence line).

i. Permittee’s green transportation bus (a.k.a. Green Tortoise).

ii. Emergency, law enforcement and authorized BLM support staff vehicles.

iii. Black Rock City LLC staff and support personnel authorized by Black Rock City LLC. Permittee shall notify law enforcement of the identities of such authorized persons.

EMERGENCY SITUATIONS

51. If an emergency occurs that is covered in the contingency plan, that plan will take effect and Black Rock City LLC shall defer (and report to) the county law enforcement department with jurisdiction over the area in which the emergency has taken place.

52. Black Rock City LLC shall provide a radio station to disseminate public service information, travel advisories and emergency information as necessary.

53. Black Rock City LLC shall cooperate in the implementation of an incident command system (ICS), and shall defer to the Pershing County Sheriff, who will serve as IC for emergencies under any condition including those that would cause event termination (heavy rain, natural disaster, social unrest).

a. Emergency Services would be implemented to:

- i. Respond with emergency disaster procedures and/or
- ii. Respond with crowd control procedures.

b. All individuals, vehicles and property that could safely evacuate the event area would be compelled to exit the event/area by the best route available.

c. If an environmental problem occurred requiring event shutdown and/or evacuation:

- i. All individuals and vehicles that could be safely evacuated would receive assistance from available participating agencies.
- ii. At such times as favorable conditions permit, a reasonable time frame would be established by Incident Command in consultation with BLM management to facilitate safe removal of people, vehicles and event property.
- iii. A second time frame would be developed by BLM management to facilitate total event cleanup and final closeout inspection.

d. If a breakdown of social structure occurs and crowd control procedures are implemented:

- i. All individuals and vehicles that could be safely evacuated would receive assistance from participating agencies, as available.
- ii. The incident commander would determine when the situation/conditions were contained and controlled and thus allow a resumption of event activities or event shutdown and exit.

iii. At such times as favorable conditions permit, a reasonable time frame would be determined by Incident Command in consultation with BLM management to facilitate safe removal of people, vehicles and event property.

iv. A second time frame would be developed by BLM management to facilitate total event area cleanup and final closeout inspection.

e. Information regarding Burning Man emergency procedures shall be disseminated by the Burning Man Website, the *Burning Man Survival Guide*, the Burning Man Greeter function, the Black Rock City Radio Station and, if needed, other media.

54. In cooperation with emergency services providers and law enforcement agencies Black Rock City LLC shall, upon learning of them, notify BLM of all accidents related to the event that occur before, during, and after the event, that result in the loss of consciousness, an injury disabling individuals for 24 hours or more, or that require transport to a medical facility for medical treatment. Black Rock City LLC shall provide a written summary report of daily medical cases associated with the event to BLM and Pershing County at the cooperators meeting each day during the event; and no later than November 1, 2003 shall provide a written final statistical report of such medical cases to BLM and Pershing County. In case of human death,

the County Sheriff shall be notified immediately, and the BLM shall be notified immediately after the Sheriff is notified.

55. Black Rock City LLC shall provide a minimum of two structural/brush-type fire engines, National Wildfire Coordinating Group (NWCG) type 3-6. Engines and staff must meet NWCG or NWSA (National Wildfire Suppression Association) standards for personnel and equipment. These fire engines will be strategically placed within Black Rock City as determined necessary by the Black Rock City LLC fire contractor.

FEES

56. Fee payments* will occur in five installments:

<u>Due Date</u>	<u>Action</u>	<u>Amount</u>
5/01/03	Payment 1 -	\$ 30,000
6/02/03	Payment 2 -	\$ 60,000
8/08/03	Payment 3 -	\$ 75,000
8/23/02	Payment 4 -	\$135,000
9/20/02	<u>Payment 5</u> -	\$ _____(to be determined)
	Total -	\$ _____(to be determined)

*Fee payment amounts shown are based on projected attendance; the payment 5 amount and the total shall be based on actual attendance.

POST EVENT INSPECTIONS

57. Permittee shall make personnel available the following spring, after seasonal weathering, to inspect the site with BLM to determine any latent adverse impacts, such as pit depressions, bumps, depressions from roadways, ruts from vehicular traffic, or surfacing buried materials, to ensure that the site is in pre-event condition.

58. Inspect the event site through the use of at least three randomly placed transects throughout the site and a measurable cleaning standard. The inspecting party will intensively collect debris found on the ground within the transects. Post-Event Cleanup Standard: For any random transect 100 feet wide by 1,500 feet long (150,000 square feet), any collected debris laid out in a single layer will not exceed five square feet (the measuring gauge is a square 2.23 feet on a side measuring a total of 5 square feet). No more than 50% of the debris may be of organic composition.

59. An extension for the completion of the cleanup will be considered only if weather interferes with access to the site for cleanup purposes. The permittee shall make a written request to the authorized officer immediately upon such an occurrence.