

**NOTICE OF REVISION****TO****POLICY AND PROCEDURE MEMORANDUM NO. 48**

SUBJECT: FEE EXEMPTIONS

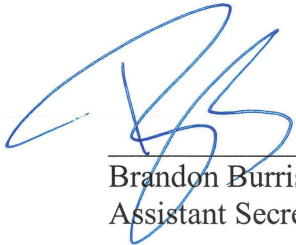
TO: ALL POLICY AND PROCEDURE MEMORANDUM HOLDERS

EFFECTIVE DATE: JULY 1, 2023

REVISION DATES: MAY 2, 1988; JULY 17, 1990; DECEMBER 6, 1990; OCTOBER 1,  
1991; JULY 1, 1992; DECEMBER 17, 2001; FEBRUARY 20, 2004;  
FEBRUARY 10, 2022

This is the ninth revision to this PPM with an original effective date of April 18, 1988.

This revision specifically updates that the site manager or their designee must sign the Fee Waiver/Fee Reduction Request Form. The following forms were also revised: Fee Waiver/Fee Reduction Request Form, Facility Use Agreement, Poverty Point World Heritage Site Facility Use Agreement Special Conditions, Extraneous Equipment Agreement.

  
\_\_\_\_\_  
Brandon Burris  
Assistant Secretary**IMPORTANT:**

Insert this revision notice in PPM's file preceding all other information on this subject to maintain a current document file.

**POLICY AND PROCEDURE MEMORANDUM NO. 48**

**SUBJECT:** VISITOR PASSES, WEDDINGS, SPECIAL EVENTS, FACILITY USE AGREEMENTS, FEE WAIVERS AND REDUCTIONS, AND STATUTORY EXEMPTIONS

**TO:** ALL POLICY AND PROCEDURE MEMORANDUM HOLDERS

**EFFECTIVE DATE:** JULY 1, 2023

**POLICY:**

To deal equitably with requests made from the public for fee waivers, discounts and other events involving the use of Office of State Parks (OSP) facilities, the following procedures have been established to be effective the date of this PPM.

**PROCEDURE:**

**1. Fee Waivers and Fee Reductions:**

- a. The assistant secretary has the authority under LAC Title 25, § 502, H, to grant approval for a waiver or discount of entrance fees and facility use fees. All fee waivers and discounts, except day-use admission by OSP employees performing official OSP business, must be authorized by the assistant secretary or their designee following a written request from the site manager or their designee. Requests for the assistant secretary's approval and authorization for such instances are submitted via the Fee Waiver/Fee Reduction Request Form (attached).
- b. Fee waivers for OSP employees:
  - i. While in performance of official OSP business, all entrance and overnight accommodation fees will be waived for OSP employees. While in performance of official state business, all entrance and overnight accommodation fees will be waived for DCRT and Office of Lieutenant Governor employees. All appropriate travel procedures must be completed for these visits (OSP PPM #13) and when such business results in the accrual of overtime, overtime procedures must also be followed (DCRT PPM #42).
  - ii. When visiting OSP sites or using rental facilities while on personal time (no OSP business being conducted) OSP employees will pay all entrance and overnight accommodation fees.
- c. Fee waivers for families of OSP employees:
  - i. While accompanying an OSP employee on official OSP business, all entrance and overnight accommodation fees will be waived for immediate family members accompanying the employee. All appropriate travel procedures must be completed by the employee for these visits (OSP PPM #13) and when such business results in the accrual of overtime, overtime procedures must be followed (DCRT PPM #42). In the case of an overnight stay, prior written

approval must be received from the assistant secretary or their designee and family members must stay in the same facilities being utilized by the employee.

- ii. When visiting OSP sites or using rental facilities in the accompaniment of an OSP employee on personal time, family members shall pay all entrance and overnight accommodation fees.

## 2. Special Uses and Restrictions:

- a. Special uses and functions, as defined in the Louisiana Administrative Code (LAC) Title 25, § 507, will be approved by the OSP assistant secretary or their designee. The procedure for permitting and charging is detailed in LAC § 507.

## 3. Facility Use Agreements (FUA):

- a. Normal fees and procedures are in force unless the event qualifies for a fee waiver/reduction. If the event qualifies for a fee waiver/reduction, a Fee Waiver/Fee Reduction Form shall be submitted by site manager or their designee to the assistant secretary for approval.
- b. When an event or a written request from a visitor for the use of an OSP facility is deemed to be beyond the scope of the definition of a special event, a Facility Use Agreement (attached) is prepared and remitted by the administrative office to the requesting site manager.
- c. A FUA may be used when the assistant secretary deems this document necessary for better control of an activity.
- d. Poverty Point World Heritage Site has a separate FUA that must be used (attached).

## 4. Statutory Exemptions:

- a. State law allows for certain exemptions and discounts. In these instances, a no charge receipt is given to the visitor to record visitation. These statutory exemptions and discounts including, but are not limited to the following:
  - i. Children three (3) and under and senior citizens age sixty-two (62) and older are exempt from paying the day-use fee at state parks, as described in the Louisiana Administrative Code (LAC), Part IX, Chapter 5. § 500 (A)(1) & (B) (1).
  - ii. Disabled Veterans and any person(s) accompanying them in a single, private, non-commercial vehicle are exempt from the day-use fee at state parks and state historic sites under LAC, Title 25, Part IX, Chapter 5. § 502 (A).
  - iii. Disabled persons, as defined La R.S. 56:1693.2, are exempt from the day-use fee at state parks and state historic sites by presenting an America the Beautiful Access Pass (Exhibit A) upon entering the area.

- iv. School Groups and children in the state's legal custody as defined in La R.S. 56:1693.1 are exempt as described by the LAC from day-use fees at state parks and state historic sites. This group is also governed by Section 1 of this PPM.
- v. An Annual Day-Use Permit allows the holder as an individual, and anyone accompanying the holder in a private, non-commercial vehicle, exemption from the general day-use charges to any Louisiana state park or state historic site. The cost is \$80 for an Annual Day-Use Permit. Permits are available at any time of the year and are valid for one year from the date of issue.

The permit can be purchased from any state park or state historic site. A pictured I.D. or other picture identification is required with the use of this permit, or any permit issued by the Office of State Parks.

Holder of the Annual Day-Use Permit should record the original number. If the original number is lost, they must notify the site office where the permit was purchased and provide the permittee's name and permit number. A \$10.00 handling fee at the site for the replacement of the permit will be charged to the permit holder.

The Annual Day-Use Permit is two parts: the original is given to the purchaser and the duplicate is retained to complete a two-part recap sheet called "CRS-18 Weekly Report of Sales Annual Permits" (located on the "P" drive, inside the "Operations" folder, under the "Forms" folder, saved within the "Cash Management" folder). The recap sheet and duplicate copy of the permit are retained at the site for audit records. The total on the recap sheet must match the total in the Point of Sale System (POSS).

The Annual Day-Use Permits shall be requested by the site manager or their designee to the administrative office. The Annual Day-Use Permits and Inventory of Revenue Tickets Form are sent to the site manager. The site manager shall requisition Annual Day-Use Permits on-hand and Annual Day-Use Permits received on the Inventory of Revenue Form, sign the Inventory of Revenue Form, and return the original Inventory Revenue Form to the administrative office for audit purposes.

Refer to the POSS manual for instructions for the sale of Annual Day-Use Permits. When an Annual Day-Use Permit is used at a state park or state historic site, an annual visitation pass receipt will be issued to the vehicle to validate the vehicle's presence on the area.

When the self-service pay stations are in effect, the visitor permit number shall be recorded on the self-service envelope under amount enclosed. The remainder of the envelope will be filled out and returned to the administrative office.

- vi. Under LAC, Title 25, Part IX, Chapter 5. § 502 (D), any citizen of the United States who possesses a national parks and federal recreation lands senior pass (formerly the golden age passport) or access pass (formerly the golden access

passport) issued by any agency of the United States, pursuant to 16 U.S.C. § 460 L-65, upon presentation of the pass and proper identification to any OSP authorities, shall be exempt from the general admission fee to any OSP site and/or receive a 50 percent discount on campsite rental fees provided that the state park system of the citizen's domicile as reflected on his presented identification also recognizes such passes for discounted access and services (Exhibit A).

- vii. St. Bernard State Park general admission is \$2 per person 16 years of age and older and \$1 per person under 16 with a max of \$5 per vehicle for all passengers. Sundays have no admission fee for St. Bernard & Plaquemines Parish residents. An annual vehicle permit may be obtained by St. Bernard and Plaquemines Parish residents only for a fee of \$25. See LAC, Title 25, Part IX, Chapter 5. § 500 (a) (2).

#### 5. Extraneous Equipment:

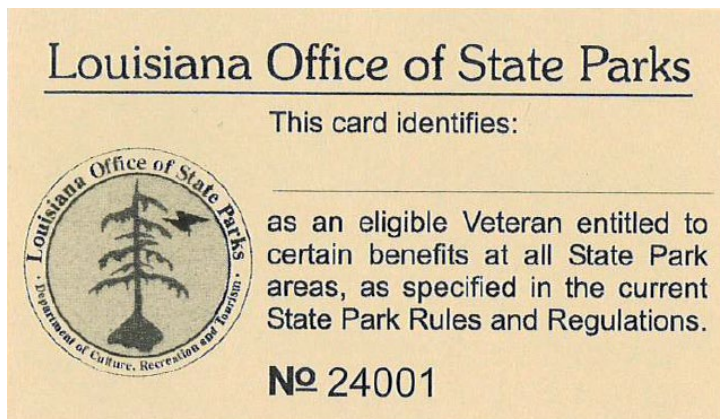
- a. Use of extraneous equipment (amusements) similar, but not limited to, spacewalks, pony rides, inflatable pools, climbing walls, children's rides, etc. must be requested by the visitor in advance via communication to the site manager.
- b. The response of the site manager or their designee must be in writing via the Extraneous Equipment Agreement (attached).
  - i. The party requesting extraneous equipment at the site must retain a one (1) million dollar liability insurance policy naming Louisiana State Parks as an additional insured;
  - OR
  - ii. The vendor offering this type of equipment for rent must provide a one (1) million dollar liability insurance naming the Louisiana State Parks as an additional insured on the vendor's liability policy prior to the vendor entering the recreation area. A copy of this policy shall be submitted to the site manager or their designee. It will be the site manager or their designee's responsibility to inform the park visitor of this stipulation prior to use.
- c. A minimum of two (2) adults must oversee the amusement at all times.

#### ATTACHMENTS:

- Fee Waiver/Fee Reduction Request Form
- Facility Use Agreement
- Poverty Point World Heritage Site Facility Use Agreement Special Conditions
- Extraneous Equipment Agreement



**EXHIBIT A**



Disabled Veterans Day-Use Pass



America the Beautiful National Parks & Federal Recreation Lands Senior Pass



America the Beautiful National Parks & Federal Recreation Lands Senior Pass



America the Beautiful National Parks & Federal Recreation Lands Access Pass



## FEE WAIVER/FEE REDUCTION REQUEST FORM

**Park:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Requesting Organization:** \_\_\_\_\_

**Request** (*Check all that apply*):

- ☐ Entrance Fee Waiver
- ☐ Entrance Fee Discount
  - Amount Requested \$ \_\_\_\_\_
- ☐ Pavilion Fee Waiver
- ☐ Reduction in Fees
  - Type of Facility \_\_\_\_\_
  - Fee Reduction Amount Requested \$ \_\_\_\_\_
- ☐ Recommended FUA for Event / Type of Event \_\_\_\_\_
- ☐ **NOT REQUESTING FEE WAIVER/FEE REDUCTION**

**Estimated Number of Guests:** \_\_\_\_\_

**Reason for Waiver/Reduction:**

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**Explanation for recommended FUA:**

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Site Manager: \_\_\_\_\_  
(Or Designee)

Approved: \_\_\_\_\_  
Brandon Burris, Assistant Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## FACILITY USE AGREEMENT

FACILITY USE AGREEMENT BETWEEN THE LOUISIANA OFFICE OF STATE PARKS  
AND \_\_\_\_\_ FOR \_\_\_\_\_ AT

\_\_\_\_\_ STATE PARK. The Office of State Parks ("Grantor"),  
represented by **H. Brandon Burris, Assistant Secretary**, and \_\_\_\_\_ ("Grantee"),  
represented by \_\_\_\_\_, hereby agree to the following terms and conditions:

Grantor agrees to permit Grantee and its agents to use \_\_\_\_\_  
(the "Premises") at \_\_\_\_\_ STATE PARK (the "Facility") to  
conduct the \_\_\_\_\_ (the "Event").

The permit is granted in consideration of the public benefits to be derived from the permitted activities.

This agreement is for the duration of \_\_\_\_ day(s), beginning at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, and terminating at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The hours of operation for  
the event will be as follows \_\_\_\_\_ until \_\_\_\_\_.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### **GENERAL PROVISIONS:**

Grantee may not assign interest in this agreement to any other party.

Grounds, buildings, and other improvements owned by Grantor (including but not limited to entrances and exits, restrooms, and parking areas, but excluding park office and administrative facilities) situated within the Premises are considered part of the Premises for purposes of this Agreement.

Grantee must keep and maintain all grounds, buildings, and other improvements throughout the entire Facility in good operating condition. Grantee is liable for the repair of any damage to said grounds, buildings, or other improvements arising out of the Event, including set-up and tear-down activities, that is caused by Grantee's use of the Facility.

Grantee agrees that during the use of the Premises, no agent of Grantee will exclude any person from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of the person's race, color, religion, sex, sexual orientation, national origin, age, veteran status, or disabilities.

Grantee agrees to pay all costs associated with the Event and to secure all local, state and/or federal licenses necessary for the activities, including those administered by the Louisiana Department of Health and Hospitals, Office of Public Health.

Grantee is responsible for all applicable fees due the Grantor for the use of the Premises. If pre-collection or special fee collection is utilized, all fee collection will be the responsibility of the Grantee, and fees must be paid prior to the Event.





## FACILITY USE AGREEMENT

Grantee agrees to adhere at all times to all rules and regulations of the Office of State Parks.

Grantee assumes all responsibility for and agrees to hold Grantor harmless from any liability which may result to any persons or property as a result of Grantee or Grantee's agent's use of the Premises, and from any other injury or damage to person or property arising out of the Event, including set-up and tear-down activities. Moreover, Grantee agrees to seek satisfactory resolution of all complaints and concerns arising out of the Event.

Grantor may terminate this Agreement at its option by written notification advising Grantee of the cause for termination. Sufficient cause for termination includes but is not limited to disregard of any of these Provisions, damage to State property or injury to any person as a result of Grantee's use of the Premises, or reasonable belief such damage or injury is likely to occur.

At the discretion of the Site Manager, photography is allowable on site. These conditions must be agreed upon in writing beforehand and approved by the site manager.

Amplified music must have **prior** approval from the Site Manager. If **any complaints are received** about the amplified music, the Site Manager shall reserve the right to terminate the prior approval and music.

No fireworks or other incendiary devices are allowed.

The Grantee will assume full responsibility for all his/her activities and programs and shall seek to satisfy all complaints and concerns arising from such activities.

No alcoholic beverages shall be sold without proper permits from local/state government.

### **SPECIAL PROVISIONS:**

Grantee agrees to abide by and complete fully the following special provisions indicated by



#### **Fees**

Grantee is responsible for all applicable fees due to the Grantor for use of the Premises.

☐ If Grantee charges patrons in advance for admittance to the Event (pre-collection), or if Grantee utilizes another special method of fee collection, collection of those gate fees from Event patrons will be the sole responsibility of the Grantee.

☐ Grantor's portion of those pre-collection fees will be \_\_\_\_\_ % and must be paid prior to the event.

☐ If pre-collection is not utilized, the Grantee shall remit to the Grantor by check or money order \$\_\_\_\_\_ per person for all paid daily patrons who attended the Event and \$\_\_\_\_\_ per person for all patrons who purchased a multi-day pass. Such fees will not apply to clearly identifiable agents of the Grantee who are working the Event. Grantee shall provide the Site Manager a full daily accounting of gate receipts collected.

☐ Grantor will allow concessions to be operated on the Premises, and profits will be **(please check one)**

☐ Retained by Grantee.

☐ Shared between the parties, \_\_\_\_\_ % to Grantee and \_\_\_\_\_ % to Grantor.

☐ Submitted to Grantor.

☐ Grantee will pay a \$300 fee if the event is a wedding. Grantee is responsible for making reservations prior to the event and the wedding plan must be submitted to the Site Manager five (5) days before the wedding for approval. Payment must be received by the Site Manager prior to the event.



## FACILITY USE AGREEMENT

### Before the Event

☐ Grantor will hold #\_\_\_\_\_ campsites/cabins for rental by the Grantee or its designees. Grantee must notify Grantor of the names of the designated parties, and it is the responsibility of those named persons to contract directly with Grantor for the use of those campsites/cabins. Any sites or cabins not reserved by (DATE) \_\_\_\_\_, 20\_\_\_\_ will be released and made available for general public use.

☐ Grantee will provide Grantor with #\_\_\_\_\_ complimentary passes to the Event and reserve #\_\_\_\_\_ parking spaces in the parking lot for Grantor's use.

☐ Grantee shall submit for approval by the Site Manager a schedule for all proposed activities and programs for the Event on or before \_\_\_\_\_, 20\_\_\_\_.

☐ Grantee shall submit a check or money order in the amount of ten thousand dollars (\$10,000.00) to the Site Manager at least ten (10) days prior to the Event to serve as a security deposit to ensure proper cleanup and restoration of the Facility following the Event.

☐ **Grantee must retain a one million dollar (\$1,000,000.00) liability insurance policy naming Louisiana State Parks as an additional insured. A copy of this policy must be submitted to the Site Manager on or before \_\_\_\_\_, 20\_\_\_\_.** Insurance is not required for weddings.

☐ Grantee shall be responsible for providing and paying all necessary crowd control and law enforcement personnel and shall see that the personnel are equipped with the proper methods to ensure complete control. The Site Manager will at all times remain the ultimate authority within the grounds of the Facility.

☐ Grantee shall be responsible for erecting temporary security fencing around the perimeter of the Premises for crowd safety and control. A comprehensive plan for crowd control must be submitted to the Site Manager at least ten (10) days prior to the Event.

☐ Grantee shall be responsible for providing and paying for necessary electrical power used for the Event, including the placement of temporary utility poles to provide the power if required. Notice of the intent to erect such poles must be provided to the Site Manager at least ten (10) days prior to the Event.

☐ Grantee shall provide sanitary toilet accommodations including any supplemental units as may be required by the Louisiana Office of Public Health. Certification that the Regional Health Officer has approved all applicable plans for the anticipated Event, including plans for any required sanitary toilet accommodations, must be submitted to the Site Manager at least ten (10) days prior to the Event.

☐ Grantee shall submit a parking/busing plan to the Site Manager at least ten (10) days prior to the Event.

### During the Event

☐ Grantee shall be responsible for providing and rendering emergency first aid assistance to those in need and shall have on the premises at all times necessary personnel certified to render first aid assistance.

☐ Maximum capacity for the Event shall be #\_\_\_\_\_ people. Once this attendance has been reached each day, no additional persons shall be admitted without first an equal setoff of persons leaving the Event. Grantee is responsible for regulating this maximum capacity.

☐ No food or drinks of any kind shall be allowed inside any interpretive structure, museum building, or inside \_\_\_\_\_ (name the restricted location). Grantee is responsible for restricting such use.

☐ No overnight camping on State Historic Sites is allowed.



## FACILITY USE AGREEMENT

### After the Event

☐ All tents, stages, speakers, or any other equipment brought on-site for the Event must be removed by \_\_\_\_ on \_\_\_\_\_, 20\_\_ or it will be disposed of at the discretion of the Site Manager.

☐ Grantee shall be responsible for removing any temporary fencing or other security measures that may have been erected at the premises by \_\_\_\_ on \_\_\_\_\_, 20\_\_.

☐ Grantee shall be responsible for removing any temporary utility poles that may have been erected at the premises by \_\_\_\_ on \_\_\_\_\_, 20\_\_.

☐ Grantee is responsible for providing a cleanup of the Premises and ensuring that all Facility grounds are restored to the condition in which they were found by \_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
As Agent for GRANTEE

Witnesses:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
As Agent for Louisiana Office of State Parks

Witnesses:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **POVERTY POINT WORLD HERITAGE SITE FACILITY USE AGREEMENT SPECIAL CONDITIONS**

### **FEES:**

When a fee is required, the user must deposit \$100.00 with the site manager within ten (10) days after receiving written approval to use the dormitory. This deposit will serve to confirm the users desire to reserve the dormitory. The deposit will be retained by the site manager and deducted from the total rental fee.

After arriving at Poverty Point World Heritage Site, the user is required to pay all rental fees to the site manager before occupying the dormitory. An overnight rate of \$100.00 will be charged.

### **OCCUPANCY REQUIREMENTS:**

Registration with the site manager is required of all boarders before occupying the dormitory. This information will include name, organization, address and home or business phone numbers.

Keys to the dormitory can be obtained from the site manager. One group leader will assume responsibility for the keys and return them to the manager before leaving.

Sexes will remain segregated in their specific sleeping areas, and no exceptions will be made to this regulation. The dormitory is designed to sleep a maximum of 20 men and 20 women. Two wings off the dining-kitchen area separate male and female sleeping areas.

### **ARTICLES AND FACILITIES FURNISHED BY THE OFFICE OF STATE PARKS:**

- Laundry room including washers and dryers
- Kitchen facilities including eating utensils, pots and pans, refrigerator, stove, freezer and dishwasher
- All necessary cleaning supplies
- Men's and women's restrooms and showers
- Sleeping facilities including beds and mattresses

### **ARTICLES NOT FURNISHED BY THE OFFICE OF STATE PARKS:**

- Linens, blankets and pillows
- Towels and all personal articles
- Food

### **HOUSEKEEPING PROCEDURES:**

- General cleanup of this facilities will be the responsibility of the user. The user will follow established cleanup and housekeeping procedures distributed by the site manager.
- No modifications or repairs of any type will be done by the boarders to the dormitory building and equipment.
- Any problems with the building or equipment should be remoted to the site manager immediately.



## **POVERTY POINT WORLD HERITAGE SITE FACILITY USE AGREEMENT SPECIAL CONDITIONS**

### **CHECK-OUT PROCEDURE:**

- Contact the site manager and return keys
- Report of damage or equipment failure by user
- Inspection of dormitory by the site manager
- Inventory of furnishings by the site manager

### **SPECIAL CONDITIONS:**

All programs and activities conducted at Poverty Point World Heritage Site by groups using the dormitory must be approved in writing by the assistant secretary or his/her designee.

The selling of any crafts or art work by groups using the dormitory must be approved in writing (Vendor Agreement) by the assistant secretary or his/her designee.

No trailer or tent camping is permitted on any property at Poverty Point World Heritage Site.

### **RULES AND REGULATIONS:**

All boarders will adhere to all rules and regulations as stated in the State Parks pamphlet "Fees, Facilities and Regulations."

The Office of State Parks reserves the right to revoke boarding privileges at any time from any individual or group not conforming to the policies of this facility.

The site manager has the final decision in all matters relating to the operation of the dormitory building and site facilities.



## EXTRANEOUS EQUIPMENT AGREEMENT

Site: \_\_\_\_\_ Date: \_\_\_\_\_

Requestor Name: \_\_\_\_\_ Requestor Phone Number: \_\_\_\_\_

Requestor Address: \_\_\_\_\_

### PLEASE NOTE:

- A minimum of two (2) adults must oversee the amusement at all times.
- Permission will be granted for the use of an amusement on the basis that it will not interfere with other site users. If complaints of any reasoning are received about the amusement, Office of State Parks reserves the right to terminate this agreement.

.....  
Date of Requested Use: \_\_\_\_\_

Type of Amusement: \_\_\_\_\_

Reason for Use: \_\_\_\_\_

Check one:

☐

**NOT REQUESTING EXTRANEOUS EQUIPMENT**

☐

The party wishing to use amusements (Extraneous Equipment) at the site must retain a ***one million dollar liability insurance policy naming Louisiana State Parks as an additional insured***

**OR**

The vendor offering this type of equipment for rent must provide a ***one million dollar liability insurance policy naming Louisiana State Parks as an additional insured on the vendor's liability policy prior to the vendor entering the recreation area.*** A copy of this policy must be submitted to the site manager or their designee. It will be the site manager or their designee's responsibility to inform the park visitor of this stipulation prior to use. **Attach proof of policy to this agreement.**

\_\_\_\_\_  
Site Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Requestor's Signature

\_\_\_\_\_  
Date

**By signing this agreement, the "requestor" agrees to all terms and conditions of this document.**