

## WEDDING/COMMITMENT CEREMONY at the WEDDING TREE OPERATING PLAN

Bridger-Teton National Forest Managed by Friends of the Bridger-Teton

NAMES OF INDIVIDUALS
ADDRESS
PHONE NUMBER
EMAIL ADDRESS
DATE OF EVENT
BEGINNING/ENDING TIME OF EVENT (5-hour maximum)
TOTAL NUMBER OF PEOPLE ATTENDING EVENT
APPROVED ACTIVITIES AND IMPROVEMENTS

The Bridger-Teton National Forest is known for its breathtaking views of the Teton mountain range, pristine watersheds, and gorgeous wildlands. It is no wonder so many couples choose to have their wedding ceremonies here. Wedding site use on the Bridger-Teton National Forest is on a first-come, first-served basis based on the date the event request is received. Requests must be received at least 30 days prior to the event date. Large or complex events may require more than 30 days to process. Requests must be submitted by the individuals getting married rather than a third party such as a wedding planner or relative. A non-refundable processing fee of \$200 is due at the signing of this Operating Plan.

This Operating Plan describes the terms and conditions that must be adhered to during the event to ensure protection of National Forest System lands and resources, promotion of public health and safety, and allocation of space among competing uses on National Forest System lands. Authorized use shall not be extended past the date/times listed on this Operating Plan.

1. **Non-Exclusive Use.** Wedding sites cannot be reserved exclusively for your event. The wedding site shall remain open to other Forest visitors at all times.

Interfering with the normal activities of other Forest visitors, such as closing or blocking trails, overlooks, parking areas, or public use facilities, or requesting that visitors move themselves, their vehicles, or alter their selected activities, is not allowed. Free and unrestricted access to and upon the premises must be maintained at all times.

- 2. Non-Transferrable. This Operating Plan is a license for the use of federally owned land. It does not grant any interest in real property. Use authorized by this Operating Plan is not transferrable. The authorized user shall not enter into any agreements with third parties for occupancy of the authorized premises and improvements.
- 3. **Parking.** Carpooling and/or shuttle services are encouraged due to limited parking areas. Parking is only permitted in designated parking areas; parking along roadsides or in the grass or other vegetation is prohibited. Vehicles must be parked such that ½ of the parking lot remains available for other visitors. Parking at the Wedding Tree is authorized for up to 6 passenger vehicles. All vehicles for the wedding party and guests must drive on designated routes in accordance with the Bridger-Teton Motor Vehicle Use Map.
- Music/Amplification. To ensure other visitors can also enjoy the Forest without interference, electronically amplified sound systems/music and structures (such as large props and/or stages) are not permitted. Acoustic music is allowed.
- 5. **Facilities.** There are no restroom or garbage facilities at the Wedding Tree. Please plan accordingly. It is your responsibility for clean-up of the site immediately following the event.
- 6. Activities/Improvements. Only activities and improvements specifically identified and approved on page one (1) are authorized. The authorized user shall immediately remove all improvements except those owned by the United States and shall restore the site within one (1) day, unless otherwise agreed upon in writing. If the authorized user fails to remove the improvements, they shall become the property of the United States, but that will not relieve the authorized user of liability for the cost of their removal and the restoration of the site. The following activities/improvements are prohibited:
  - a. Erecting or placing of alters, arbors, arches, platforms, podiums, rugs, tables, and tents.
  - b. Chairs with the exception of a few portable chairs (provided by the authorized user) under special circumstances, such as for guests who would have difficulty standing during the event.
  - c. Attaching or placing decorations (e.g., balloons, banners, flower stands, lights, objects, signs, streamers) to any natural or historic object

- or any Forest Service sign, bench, post, building, or facility. Only handheld items that can be carried at all times are permissible.
- d. Use of generators.
- e. Rearrangement of Forest Service facilities (e.g., moving benches, tables).
- f. Mowing vegetation.
- g. Scattering, spreading or throwing of any materials (e.g., birdseed, rice, flower petals, confetti).
- h. Releasing or throwing of birds, butterflies, balloons, rice, etc.
- i. Receptions, catered food/drink services, or other commercial types of services (delivery of equipment, flowers, etc) are prohibited, with the exception of a photographer and officiant conducting the ceremony. Small food and drink items, like a champagne toast, are permitted but must follow strict bear safety/food storage protocol.
- j. Using Forest Service visitor center, restrooms, and other buildings for ceremony preparations (e.g., dressing, picture-taking, rehearsals, waiting areas) or in the event of inclement weather.
- k. Unmanned aircraft (e.g., drones, model airplanes, quadcopters)
- 7. **Bouquets.** Bouquets are permitted but they may not contain any plant species on the Wyoming State Designated Noxious Weeds list nor the Teton Country Declared Species List (e.g., Baby's Breath). All floral components must be removed from the site immediately following the event.
- 8. **Food Storage Order.** The current Bridger-Teton National Forest Food Storage and Sanitation order (attached) must be followed at all times, as well as all federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the area and operations.
- 9. Resource Protection. No soil, trees, or other vegetation or natural, historic, or cultural object may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer. The authorized user shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The authorized user shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the authorized activities. Participants, guests, officiant, and photographers must follow all traffic, trail, and site regulations. They must stay on established trails and on durable surfaces to minimize impacts to the natural vegetation.
- 10. **Liability.** The authorized user has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized officer, the authorized user shall remove such hazards. The authorized user shall be liable for any injury, loss, or damage, including fire suppression costs and

environmental harm or injury to natural resources, that arises in connection with the use and occupancy authorized in this Operating Plan. The authorized user shall indemnify and hold harmless the United States and Friends of the Bridger-Teton for any injury, loss, or damage, including third-party claims, damage to federal property, fire suppression costs, and environmental harm or injury to natural resources, that arises in connection with the use and occupancy authorized in this Operating Plan.

- 11. **Monitoring.** The activity may be monitored by a National Forest Service or Friends of the Bridger-Teton employee or designee to ensure compliance with all conditions of this authorization.
- 12. **Emergency Evacuation.** In the event of emergency rescue involving the authorized user or associated individuals which requires helicopter evacuation, the authorized user will be responsible for the cost of such rescue.
- 13. Wildlife. Harassment of wildlife is strictly prohibited. The authorized user/associates will wait until animals have naturally moved off trails or roads. The authorized user/associates will not approach, remain, view, or engage in any activity within 100 yards of bears or wolves, or within 25 yards of any other wildlife including nesting birds; or within any distance that disturbs, displaces or otherwise interferes with the free unimpeded movement of wildlife, or creates or contributes to a potentially hazardous condition or situation.
- 14. **Grizzly Bear Protection.** This special use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973, 16 U.S.C. 1531, the following conditions apply to this special use authorization:
  - a. The Forest Service Authorized Officer may order an immediate temporary suspension of all human activities permitted by this Operating Plan and, if needed, revoke the special use authorization when, in his/her judgment, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The authorized user shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension or revocation. Suspension or revocation, may be appealed to the next higher level, as provided in Secretary of Agriculture Regulations.
  - b. The authorized user, his/her agents, employees, contractors, and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan dated {current} in the conduct of any and all activities authorized. The Forest Service Authorized Officer may review and revise the plan as needed.
  - c. The authorized user assumes full responsibility and shall hold the United

States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this Operating Plan and encounters with grizzly bears, or from suspension or revocation of activities authorized by this Operating Plan.

- d. Intentional or negligent acts by the authorized user, his/her agents, employees, contractors, and subcontractors that result in injury or death of a grizzly bear will be cause for revocation of this authorization in whole or in part.
- e. Failure to comply with provisions a, b, or c may result in suspension or revocation, of this authorization in whole or in part, and may cause criminal action to be taken against the authorized user under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

The Grizzly Bear Management and Protection Plan provided for in paragraph b above will, as a minimum, address the following:

- a. Camp locations and period of time each location is to be used.
- b. Areas to avoid or enter, by type of activities, schedule.
- c. Seasonal or other human activity limitations.
- d. Livestock and Pets: 1) by location; 2) numbers: 3) types (horses, dogs, and so forth); and 4) treatment of carcasses.
- e. Food Storage: 1) livestock and pets; and 2) human.
- f. Food preparation and cleanup.
- g. Garbage and Refuse Disposal: 1) livestock and pets; and 2) human.
- h. Storage of game meat, if applicable.
- i. Suggestions for minimizing direct conflict.
- j. Human safety.

This Operating Plan is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this permit.

## I have read and understand the terms and conditions and agree to abide by them.

Authorized User:		
	(Signature)	
Authorized User:		Date:
	(Printed Name)	
Authorization is granted.		
Authorized Officer:		
	(Signature)	
Authorized Officer:		Date:
	(Printed Name)	
Authorized Officer:		
	(Title)	

**Order Number:** # 04-03-23-201



# UNITED STATES DEPARTMENT OF AGRICULTURE U.S. FOREST SERVICE BRIDGER-TETON NATIONAL FOREST

#### Occupancy and Use Prohibitions

#### **PROHIBITIONS**

Pursuant to 16 U.S.C. § 551 and 36 C.F.R. § 261.50(a), the following acts are prohibited **annually from March 1 to December 1** ("Described Area A") and **annually from March 1 to January 15** ("Described Area B") on the National Forest System (NFS) lands within the Bridger-Teton National Forest, described further below and shown on the attached maps incorporated into this Order as Exhibits A and B.

- 1. Possessing or storing any food for human or animal consumption, refuse, or items that may have remnants or smell like food or refuse (including personal hygiene products, beverages, unburned food or garbage residue from fire pits or stoves, or empty food or beverage containers but excluding water or water containers, hay, or hay cubes without additives), unless these items are:
  - a. Attended by a person who is awake, alert, and within 100 feet and line-of-sight of the items;
  - b. Suspended at least 10 feet off the ground and at least four feet from any supporting tree or pole;
  - c. Stored in a container or using a method listed in the most current Interagency Grizzly Bear Committee Certified Bear-Resistant Products list or that has been approved under the IGBC's courtesy inspection program (non-commercial products made for personal use may be inspected and approved under that program). This includes electric fences that are installed properly and meet the design and minimum electrical output specifications on that list, and are tested for proper operation at least every 24 hours with a voltmeter; or
  - d. Stored in a closed vehicle, trailer, building, or facility constructed of solid, non-pliable material that, when secured, has no openings, hinges, lids, or coverings that would allow a bear to gain entry by breaking, bending, tearing, biting, or pulling with its claws (any windows must be closed). Horse or livestock trailers may not have any openings greater than 10 inches in two dimensions and must have any food, refuse, or animal carcasses stored more than three feet from any opening.\* 36 C.F.R. §261.58(cc).

\*This Order refers to these methods collectively as "Forest Service-approved storage methods."

- 2. Possessing or storing any bird, fish, or other animal carcass or parts thereof (including livestock carcasses) that have not been prepared for human or animal consumption, unless these items are:
  - a. Being field dressed, transported, or prepared for eating;
  - b. Stored in accordance with Forest Service-approved storage methods and at least 100 yards from any known occupied camping area; or
  - c. Possessed more than ½ mile (straight-line distance) from any known occupied camping area and more than 200 yards from any NFS Trail or Road. 36 C.F.R. §261.58(s).

#### 3. Camping within:

- a. 100 yards of any known bird, fish, or other animal carcass or parts thereof (including livestock carcasses) stored in accordance with Forest Service-approved storage methods; or
- b. ¼ mile of any known bird, fish, or other animal carcass or parts thereof (including livestock carcasses) not stored in accordance with Forest Service-approved storage methods. 36 C.F.R. §261.58(e).

#### **EXEMPTIONS**

Pursuant to 36 C.F.R. § 261.50(e), the following persons are exempt from this Order:

- 1. Persons with a special use authorization or other Forest Service authorization specifically exempting them from the effect of this Order.
- 2. Persons in possession of a state-issued black bear hunting license in the act of lawfully placing or using black bear baits in a manner that complies with state law and regulation.
- 3. Any Federal, State, or Tribal employee placing baits for research or management purposes as part of their official duties.

#### **DESCRIBED AREAS**

#### 1. Described Area A:

a. Described Area A encompasses the entirety of the Bridger-Teton National Forest except the area south of the Snake River and Hoback River Canyons. The boundary runs along the Forest boundary from Alpine to Teton Village, Jackson to Yellowstone National Park, and from Yellowstone back south along the Wind River Range. Described Area A follows the Forest perimeter with the only exception being the southern boundary, which begins at the south side of the confluence of the Snake and Greys Rivers, then runs easterly along the Snake River and Hoback River corridors, including ½ mile south and east of the river itself. Where the Hoback River leaves HWY 189/191, Described Area A includes all areas north of the HWY 189/191 corridor, including up to ½ mile south of the highway, and east to the

Forest boundary. Described Area A follows the remainder of the Forest boundary around the Pinedale Ranger District and back up to Yellowstone.

#### 2. Described Area B:

a. Described Area B boundary follows the Bridger-Teton National Forest boundary from the town of Jackson north to HWY 26/287. From there it follows the HWY east to Forest Service Road (FSRD) 30160, where it continues south along 30160 (Hatchet Road) to FSRD 30250. It follows FSRD 30250 (Leidy Creek) to the Jackson/Blackrock Ranger District boundary. It follows the district boundary west for approx. 4 miles before heading directly south then southwest, excluding Lower Slide Lake, and passing through the Gros Ventre Slide Overlook. Described Area B boundary heads southeast along the divide between Flat Creek and Crystal Creek, before curving southwest to Cache Peak, where it then follows the Cache Creek drainage to Jackson.

#### **PURPOSE**

The purpose of this Order is to protect public safety and wildlife by minimizing human-bear interactions.

#### **IMPLEMENTATION**

- 1. This Order will be effective on June 14, 2023 at 1200 and shall remain in effect until January 15, 2029 at 1200, unless rescinded.
- 2. Maps identifying the Described Areas are attached and made part of this Order as Exhibits A and B. For a digital version of the Order and Exhibits A and B, go to <a href="https://www.fs.usda.gov/main/r4/alert-notices.">https://www.fs.usda.gov/main/r4/alert-notices.</a>
- 3. Unless otherwise defined in this Order, the terms in this Order are defined in accordance with 36 C.F.R. § 261.2. If there are terms in this Order that are not defined in the Order or in Forest Service regulations, their meaning is determined by their plain language definition.
- 4. A violation of the above prohibitions is punishable as a Class B misdemeanor by a fine of not more than \$5,000 for individuals and \$10,000 for organizations, or by imprisonment for not more than six months, or both. 16 U.S.C. § 551; 18 U.S.C. §§ 3559(a)(7), 3571(b)(6), (c)(6), and 3581(b)(7).
- 5. Further information regarding this Order may be obtained at the Bridger-Teton Forest Supervisor's Office in Jackson, WY, (307) 739-5500.
- 6. This Order supersedes any previous Orders prohibiting the same or similar acts in/on the same Described Areas.

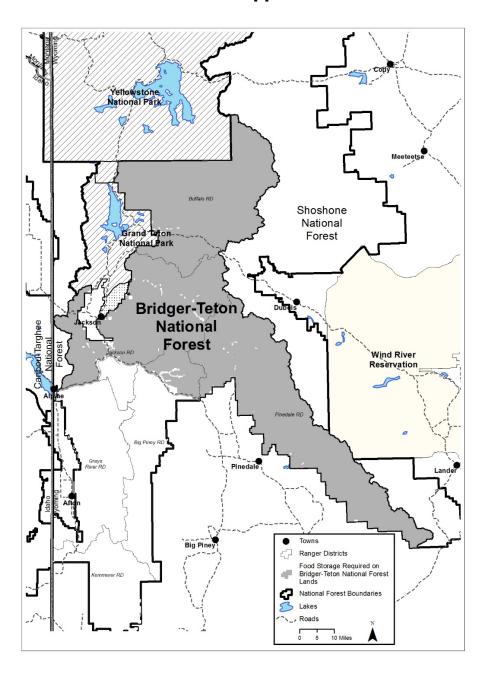
Done at Jackson, this 14th day of June.

CHAD HUDSON Forest Supervisor

Bridger-Teton National Forest

**Exhibit A** 

### Occupancy and Use Special Order – Food Storage and Sanitation Area of Application



**Exhibit B:** portions of the Blackrock and Jackson Ranger Districts of the Bridger-Teton National Forest where the Order is effective March 1 through January 15, annually.

