



Forest
Service

Region 1
Northern Region
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Region 4
Intermountain Region
324 25th Street
Ogden, UT 84401

File Code: 2720

Date: August 14, 2009

Route To:

Subject: New Outfitter/Guide Policy in Idaho

To: Idaho Forest Supervisors

In September, 2008, the Forest Service published new directives for the issuance and administration of outfitting and guiding special use permits. The new policy allows for contracting of “ancillary services” with the written approval of the Authorized Officer. The new policy that discusses “contracting ancillary services” is inconsistent with the State of Idaho outfitter/guide licensing regulations and also with the existing Memorandum of Understanding (MOU).

As a matter of clarification concerning our outfitter/guide (O/G) policy for R1 and R4, services provided by a licensed outfitter/guide in the State of Idaho will not be contracted. Enclosed is a matrix which displays additional clarifications for the new O/G policy.

The following items are constant with Idaho regulations and acceptable through the new Forest Service O/G policy:

- A guide must be licensed to a specific permitted outfitter. They may also be licensed to multiple outfitters.
- A holder may not contract for guide services. Guides must be employed under the direct tutelage of and paid directly by that permitted outfitter. The guides are considered an employee of the outfitter for tax purposes.
- Guides must be covered under the permitted outfitters insurance.

All other types of ancillary services, such as food preparation, special equipment, or livestock, and shuttle services may be contracted.

A regional supplement for Regions 1 and 4 will be issued to this effect. In the meantime, be guided by the contents of this letter and enclosure.

/s/ Harv Forsgren
HARV FORSGREN
Regional Forester, Intermountain Region

/s/ Ranotta McNair (for)
JANE L. COTTRELL
Acting Regional Forester, Northern Region

cc: Liz Close
Chris Ryan
John Beckley



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IDAHO	USFS	CLARIFICATIONS
<p>An “outfitter” engaging in any of the acts enumerated in the statute in any manner:(1) advertises or otherwise holds himself out to the public for hire; (2) provides facilities and services for consideration; and (3) provides or otherwise uses equipment or accommodations for compensation for the conduct of outdoor recreational activities.</p>	<p>Outfitting. Renting on or delivering to National Forest System lands for pecuniary remuneration or other gain any saddle or pack animal, vehicle, boat, camping gear, or similar supplies or equipment. The term "outfitter" includes the holder's employees and agents.</p>	<p>None</p>
<p>A “guide” is any natural person who is <u>employed</u> by a licensed outfitter to furnish personal services for outdoor recreational activities directly related to the conduct of activities for which the employing outfitter is licensed.</p> <p>A guide can not advertise to provide outfitted or guided services, or collect fees from clients unless these acts are performed under the direct authority and supervision of the outfitter.</p>	<p>Guiding. Providing services or assistance (such as supervision, protection, education, training, packing, touring, subsistence, transporting people, or interpretation) for pecuniary remuneration or other gain to individuals or groups on National Forest System lands. The term "guide" includes the holder's employees and agents.</p>	<p>None</p>
<p>A “designated agent” is any natural person who is <u>employed</u> by a licensed outfitter, who is responsible for the outfitter’s business operation.</p> <p>A designated agent can not advertise to provide outfitted or guided services, or collect fees from clients unless these acts are performed under the direct authority and supervision of the outfitter.</p>		<p>Agreed as per MOU</p>
<p>A “booking agent” is any individual, firm, business, partnership, or corporation that makes arrangements for the use of the services of a licensed outfitter and receives compensation therefore. A booking agent does not supply personnel or facilities and services to outfitter clientele.</p> <p>A booking agent must keep the activities of a booking agent and a designated agent or guide entirely separate.</p>		<p>Agreed as per MOU</p>

<p>A guide can make unsolicited arrangements for an outfitted trip, provided it is clearly represented to the client the services are provided by the outfitter and not the guide; provided all client information and finances are otherwise handled properly and directly by the outfitter as explained herein. This is known as a “client deferral”.</p>		<p>Agreed as per MOU</p>
<p>Third Party Agreements:</p> <p>An outfitter shall not sublet, or enter into any third party agreements involving the use of his activities, operating areas, or license.”</p> <p>“01. Employed – “No licensed outfitter shall allow any person to conduct any of the activities for which he is licensed unless said person is employed directly by the outfitter as a guide.”</p> <p>“02. No Activities – “No person shall conduct any outfitted activities for, or on behalf of, a licensed outfitter, unless said person is directly employed as a guide by the outfitter to whom the operating areas and activities are licensed.”</p> <p>“03. Other Activities – “Any arrangement wherein an outfitter licensed to conduct outfitted activities in an operating areas knowingly allows, condones, or otherwise abets and supports the conduct of outfitting activities by another, wherein said outfitter does not assume full and complete responsibility for all clients booked for such activities, shall constitute an unlawful third party agreement. Complete responsibility includes providing liability insurance to cover the client, collection of fees paid for the activities, payment of user fees and taxes, and making the client aware as to who are the responsible outfitters.</p>	<p>Ancillary Service:</p> <p>A service that supports use authorized by an outfitting and guiding permits and that is provided by a party other than the holder or the holder’s employees or agent.</p> <p>5. Require the holder or the holder’s employees to conduct the day-to-day activities authorized by the permit, except as provided in 5a through 5c below. To ensure that services and equipment contracted under paragraphs 5a through 5c are covered by the contracting holder’s insurance policy, require the insurance policy obtained by the holder to include an endorsement covering contracted services and equipment.</p> <p>5a. Ancillary services that support the use authorized by the permit may be provided by a party other than the holder or the holder’s employees, only with prior written approval from the authorized officer.</p> <p>Require applicants and holders who contract for ancillary services to submit the contract for these services with their application. When the holder contracts for ancillary services, the holder is responsible for compliance with all terms and conditions of the permit in connection with provision of the ancillary services. Ensure that the contract for ancillary services states that the holder remains responsible for compliance. (ie special equipment or livestock., food and shuttle services or a specialized guide</p>	<p>The Forest Service will issue a letter of clarification to the Idaho Forests that states that, in Idaho, guiding services cannot be contracted. Other ancillary services can be contracted.</p> <p>Agree, both Idaho and the Forest Service requires that the holder be responsible for compliance with all terms and conditions of the permit in connection with provision of the ancillary services.</p>

	<p>for people with disabilities or for highly technical trips).</p> <p>5b. A holder authorized to provide solely outfitting services may contract with a guide, but only with the prior written approval of the authorized officer, based upon a finding that the following conditions are met 1) The services of the contracted guide are covered under the contracting holder's operating plan, 2) The contracted guide has all required state licenses, 3) The contract for the guiding services states that the contracting holder remains responsible for compliance with terms and conditions of the permit, 4) The contracting holder will exercise management authority over the business, including the guiding services covered by the contract.</p> <p>5c. Require applicants and holders to submit the contract for these services and additional documentation establishing that all the foregoing requirements are met. Require applicants and holders to submit documentation. A holder contracting for guiding services is responsible for compliance of those services.</p> <p>6. Do not approve requests to transfer all or part of the authorized use to others. If a holder is unable or unwilling to provide the services authorized by the permit, revoke the permit or reduce the allocation of use.</p>	
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