

United States Department of Agriculture  
Research, Education, and Economics

# ARS □ ERS □ NASS □ NIFA

## *Manual*

**Title:** ARS Real Property Manual,  
Chapter IV Revocable Permits

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CHAPTER IV  
REVOCABLE PERMITS

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## 1. PURPOSE AND SCOPE

This Chapter prescribes the policy, procedure, and responsibility for the issuance, amendment, administration, and termination of revocable permits for the use of real property owned, leased, or otherwise controlled by the Agricultural Research Service.

## 2. REFERENCES

- (a) Section 161 of the Revised Statute (5 U.S.C. 22).
- (b) Directive 241.2, dated February 26, 1988.

## 3. ABBREVIATIONS

APMO - Area Property Management Officer  
ARS - Agricultural Research Service  
FPMR - Federal Property Management Regulations  
GSA - General Services Administration  
GSD - General Services Division  
REWO - Real Estate Warrant Officer  
U.S.C. - United States Code  
USDA - United States Department of Agriculture

## 4. DEFINITIONS

"Revocable Permit". An authorization revocable at will to an individual, an organization, a corporation, a State or local governmental authority, or another Federal agency, to use, for specific purposes without conferring any possessory interest, real property controlled by ARS. The test to determine whether an agreement for the use of real estate is a permit or a lease is whether it gives exclusive possession of the premises against all of the world, including the owner, in which case it is a lease, or whether it merely confers a privilege to occupy at the sufferance of the owner, in which case it is a revocable permit. A right or use granted under a permit may not be transferred to a third party without approval of ARS' authorized representative.

## 5. LIMITATIONS ON SCOPE

This Chapter has no applicability to the use of ARS real property under the following circumstances which are governed by other instructions and regulations:

- a. Oral or written authorizations granted by or under the authority of the head of a facility as an incident of day-to-day administration, such as for visitors, cooperators, and tradespeople.

- b. Use of real property provided as an incident to performance of a Government contract for the procurement of supplies, services, construction, utilities, or other commodities.
- c. Property reported as excess to GSA. With respect to revocable permits covering excess property, it acts only as an agent for and on behalf of GSA under the authority of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 471) and the FPMR.
- d. Use of quarters or housing units. Quarters Rentals are to be processed under the Quarters Rentals chapter to the ARS Real Property Procedural Manual.

#### 6. DELEGATION OF AUTHORITY FOR GRANTING REVOCABLE PERMITS

- a. The authority to grant permissive use of property is not specifically granted by statute. It is, rather, an incident to the general authority to make the most effective use of property, the exercise of which is a function of the management of such property. (See Reference (a) which addresses the responsibility of agency heads to protect property under his/her jurisdiction.)
- b. The authority to grant revocable permits is delegated by GSD to ARS REWO under Reference (b). The authority is limited to property valued at less than or equal to \$50,000. This authority may not be redelegated.

#### 7. POLICY

The use of ARS real property under permits is authorized only when the following conditions exist:

- a. The proposed use will not interfere with ARS' mission or use of the property.
- b. The proposed use is of such a nature that revocation can be readily effected.
- c. The use of the property will be of benefit to ARS or otherwise be in the public interest.
  - 1. Permittee occupancy will benefit ARS when the use of the property by the permittee will aid or support a mission of ARS.
  - 2. Permittee occupancy will be in the public interest (a) when the use of the property by the permittee will result in

furtherance of a Federal program or of a program of a State or political subdivision thereof, or (b) generally when the use of the property by the permittee is associated with charitable, civic, or educational organizations.

- d. The use of the property will not involve new construction or the installation of nonseverable improvements.
- e. The term will not exceed 5 years.
- f. The permit should provide, if applicable, that non-Federal Government permittees may not charge admission for functions conducted on the premises, or engage in the sale of goods or merchandise therein, unless all net profits inure only to non-profit or charitable purposes, and provided further that such charges and sales do not constitute unfair competition with private enterprise.

#### 8. IMPORTANCE OF REVOCABILITY

The essence of a revocable permit is that it can be revoked by the permitter at any time, without prior notice. Therefore, each permit application must be carefully scrutinized to determine that the proposed use is not of such a character as may impair ARS' ability to exercise its express right of revocation on policy grounds, notwithstanding its contractual right to do so. Particular attention should be given to the effects of possible revocation of any proposed permit on institutions of State and local governments and public or quasi-public organizations engaged in education, charitable, youth, veteran, or similar activities. If the revocation of a permit would either work undue hardship on the permittee or embarrass ARS in their continuing efforts to establish and maintain good community relations, the permit shall not be granted.

#### 9. CONSIDERATION

The issuance of a revocable permit is predicated upon its being of some benefit to ARS or otherwise being in the public interest. Whenever use of property under a permit will give rise to substantial benefits to a non-Federal permittee, payment of a cash consideration for the permit will be required. The term "substantial benefits" as used herein may be considered to include, but not be limited to, proceeds of a profit-making venture or commercial enterprise. The amount charged will be determined by all the circumstances in each case, after due comparison with the charges made by private interests in the vicinity for similar privileges.

Permits granted to another Federal agency shall provide for the using agency to assume financial responsibility for utilities and services provided by ARS unless it is determined to be not in the best interest of ARS.

10. WAIVER OF CONSIDERATION

There are certain exceptions from the general requirement for payment of cash consideration by non-Federal permittees. These exceptions include cooperators and organized cooperative groups of a fraternal, civic, educational, or welfare nature.

11. PROCEDURE FOR PROCESSING REQUESTS

- a. Upon receipt of an application for a revocable permit, the ARS REWO shall review the request and make the required determinations under Section 7 herein. In addition, the ARS REWO will review the request with the head of the Location to determine whether or not the use of the real property will interfere with the Location's programs and operations.
- b. If it is determined that permittee use of ARS real property is inconsistent with the policies set forth in Section 7 or is otherwise determined to interfere with the ARS program, the request shall be denied by the ARS REWO. It is recommended that the denial be in the form of a written notification.
- c. If it is determined that the use of ARS real property is consistent with Section 7 herein and it is determined that the use will not interfere with the ARS mission at the Location, ARS Form 494 (Exhibit 1) will be prepared in accordance with the following Section 12.

12. COMPLETION OF ARS FORM 494

ARS Form 494 is to be prepared in triplicate in accordance with the following guidelines:

- a. Block 1 (From) - indicate the name and address of the appropriate Area office.
- b. Block 2 (Permit No.)

	57	43YK	8	001
	>	>	>	>
<u>57-Real Property Revocable Permit</u>	>	>	>	>
		>	>	>
<u>43YK-Last 4 digits of GSA Fedstrip requisition number</u>		>	>	>
			>	>
<u>8-Last digit of fiscal year in which contract became effective</u>			>	>
				>
<u>001-Control numbers (001-999)</u>				>

A log on identification numbers should be maintained by the APMO.

- c. Block 3 (Date Issued). Indicate date signed by the ARS REWO.
- d. Block 4 (Amendment No.). If the revocable permit needs to be modified in any way, ARS Form 494 is used as the amending document. The amendment number should be indicated in this block. Amendments should be numbered sequentially.
- e. Block 5 (Period of Use). "Date of Acceptance." Indicate the date when the permittee will be allowed to use ARS real property. "Through." Indicate the date when permittee use of ARS Real Property will terminate. In no case will this date be longer than 5 years from the "Date of Acceptance."
- f. Block 6 (Permittee). Indicate the complete name, title, and address of permittee.
- g. Block 7 (Government Representative). The name, title, address, and phone number of the ARS REWO is to be inserted in this block.
- h. Block 8 (Purpose). State the purpose for which the real property will be used. If there are limitations on when the real property can be used, e.g., time of day, days of week, etc., these limitations are to be indicated in this block.
- i. Block 9 (Description of Property). Indicate the name of the Location and the City and State where the real property is located. For land, indicate the size of the parcel. For space, indicate the building number, room number (if applicable), and the total amount of square feet. Attach a drawing or map, if available, and identify such as an exhibit to the revocable permit.
- j. Block 10 (Special Conditions). Indicate any special conditions that pertain to the permittee's use of property.

Consideration - If cash consideration is to be paid to ARS for use of land or space, the amount of the consideration and the due dates for payment are to be stated. Grantee's check should be sent to the following address:

Department of Agriculture  
Administrative Collections  
P.O. Box 70792  
Chicago, Illinois 60673

See Directive 326.10 for preparation of ARS Form 94 for transmittal of check.

Services and utilities charges - A determination should be made as to whether or not it is in the best interest of ARS to require

the permittee to reimburse ARS for services and/or utilities furnished. If reimbursement is required, the type of service and/or utility furnished shall be indicated along with the respective charge.

Insurance - The ARS REWO should assure that the permittee has sufficient insurance to assume the liability for loss of, or damage to, Government property and for death, injury or property damage to any third-party resulting from use of the property under the revocable permit, and, if appropriate, make provision in the permit for minimum insurance coverage to satisfy such liabilities.

Whenever a permittee is a State, county, or local government precluded by law from assuming insurance liabilities, these may be waived.

Specific insurance coverage may also be waived if the permittee demonstrates, by some other means, sufficient financial responsibility to meet all liabilities which may arise from occupancy both to Government property and third-party liabilities.

If the permit is for any organized cooperative group of a fraternal, civic, or welfare nature, it may be issued free from the insurance requirements, but no general waiver should be given for third-party liability insurance. This should be decided on a case-by-case basis, dependent on the amount of risk.

Suggested amounts of insurance:

- a. If the permit is for an entire building - fire and extended coverage no less than the building's current replacement cost less depreciation, together with such additional coverage as may be considered necessary to protect the Government against any special hazard arising out of the proposed use should be required.
  - b. Unless waived, third-party liability should be maintained in minimum amounts of \$50,000 per person and \$100,000 per accident, for death or personal injury, and \$10,000 property damage.
- k. Block 11 (Execution). The permit (3 copies) is to be signed by the permittee first and by the ARS REWO last.

General Terms and Conditions (Reverse side of ARS Form 494).

General condition 6 - A period of time, i.e., number of days, needs to be inserted for notification of revocation of the permit. Generally, 30-60 days is used as the period of notification.

General condition 8 - A period of time, i.e., number of days, needs to be inserted for permittee removal of property. Generally, 30-60 days is provided for removal of property.

### 13. COMPLETION OF ARS FORM 519

If the permittee receives Federal financial assistance which includes, but is not limited to, the granting of permission to use, on other than a casual or transient basis, Federal property or any interest in such property or the furnishing of any services without consideration, ARS Form 519, Assurance of Compliance with the USDA Regulations under Title VI of the Civil Rights Act of 1964 (Exhibit 2), is to be completed.

### 14. REVOCABLE PERMITS FOR USE OF EXCESS PROPERTY

Revocable permits may be issued for use of real property which has been reported to GSA as excess property in accordance with the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 471), provided the prior approval of GSA is obtained. Such permit shall not provide for a term in excess of 1 year, must be revocable at will, and must be of such a nature as to not interfere with or delay the disposal of the property. The permit shall in all respects conform to GSA regulations.

### 15. ADMINISTRATION OF REVOCABLE PERMITS

The ARS REWO shall administer all revocable permits for use of real property.

Periodic compliance inspections will be made as required to insure that permittees are complying with the terms and conditions of the permits. Such inspection will also be sufficiently broad to determine if any unauthorized use is being made of the property. It is recognized that personnel limitations may preclude performance of inspections as often as may be desired; therefore, the ARS REWO need to establish a working relationship with the Locations to assure that inspection requirements are being met.

### 16. TERMINATION OF REVOCABLE PERMITS

If a determination is made by the ARS REWO that a permittee has failed to fulfill or comply with his obligations under a permit, or if termination is necessary for any other purpose, the official who granted such permit shall promptly terminate the permit pursuant to the termination provisions thereof. The termination notice shall be in writing (Exhibit 3).

The permittee may terminate the revocable permit by providing written notice to the ARS REWO, relinquishing possession of the property to the Government onsite representative in accordance with the terms and conditions of the permit, including any restoration requirements.

**17. DISTRIBUTION**

Permits, amendments thereto, and notices of termination will be distributed as follows:

Signed document	Permittee
Signed document	Area office
Conformed copy	Location office

**Exhibits**

- |   |   |         |
|---|---|---------|
| 1 | ARS Form 494, Revocable Permit  | 2 pages |
| 2 | ARS Form 519, Assurance of Compliance with the Department of Agriculture Regulations under Title VI of the Civil Rights Act of 1964 | 1 page  |
| 3 | Notice of Termination   | 1 page  |

United States Department of Agriculture  
Agricultural Research Service  
**REVOCABLE PERMIT**

FROM (Agency & complete mailing address—include ZIP code)	PERMIT NO. FY-	DATE ISSUED
	AMENDMENT NO. FY-	DATE ISSUED
	PERIOD OF USE- FROM	THROUGH
PERMITTEE (Name & complete mailing address—include ZIP code)	GOVERNMENT REPRESENTATIVE (Name, title, & complete address)	
	PHONE NUMBER	
PURPOSE (Describe privilege requested in detail)		

DESCRIPTION OF PROPERTY (Specify unit numbers, miles and bounds, etc.)  LAND  BUILDING

SPECIAL CONDITIONS

REAL ESTATE WARRANT OFFICER OR AUTHORIZED REPRESENTATIVE		
NAME (Signature)	TITLE	DATE ISSUED
PERMITTEE		
This Permit is accepted subject to the terms, conditions, and requirements expressed herein.		
NAME (Signature)	TITLE	DATE ACCEPTED

Form ARS-404 (3/80)

See reverse for General Terms and Conditions.

USDA-ARS

## GENERAL TERMS AND CONDITIONS

1. **Grant** — This permit is granted by the United States of America, acting by and through the Regional Administrator, or duly authorized representative, for the specified purposes, and subject to the conditions and requirements set forth herein.
2. **Use Limitations** — The permittee's use of the described premises is limited to the purposes herein specified. The permit is subject to such easements and rights-of-way in, over, or upon the herein-described lands that have been granted or that may hereafter be granted by the Government and shall be subject further to the right of access by duly authorized Federal Personnel to any part thereof in the performance of official duties.
3. **Damages** — The permittee shall hold the United States harmless from claims, demands, suits in law or in equity of any kind or nature for damage to or loss of property, or of injury to, or death of persons resulting from or attributable to the development, use or maintenance of the herein-described lands of the Government.
4. **Operating Rules 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 operations under the permit as well as all Federal laws, rules, and regulations governing the area described in this permit.
5. **Responsibility of Permittee** — The permittee, by operating on the premises, shall be considered to have accepted these premises with all the 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 occurring without fault or negligence. Notwithstanding other provisions in this permit requiring reasonable care, the permittee shall be strictly liable for any and all damages to property, real or personal, including, but not limited to, damages or loss caused from fires, or injury to or loss of livestock, resulting from or attributable to the use or operation on the herein-described lands.
6. **Revocation Policy** — This permit may be revoked at the will of the Regional Administrator or duly authorized representative. Upon giving of such notice or revocation, this permit shall be null and void and, within a period of not more than \_\_\_\_\_ days, the property of the permittee shall be removed in such manner as not to endanger property of the Government or to interfere with the use thereof by the Government, and the premises utilized in this permit shall be restored to the same condition as when this permit was first issued, ordinary wear and tear excepted.
7. **Termination Policy** — At the termination of this permit, the permittee shall immediately give up possession to the Government representative, reserving the rights specified in paragraph 8.
8. **Removal of Permittee's Property** — Upon the expiration or termination of this permit, the permittee may, within a reasonable period as stated in this permit or as determined by the Government representative, but not to exceed \_\_\_\_\_ days, remove all structures, machinery and/or equipment, etc., from the premises for which the permittee is responsible. Upon failure to remove any of the above items within the aforesaid period, they shall become property of the United States.
9. **Transfer of Privileges** — No rights under this permit may be transferred without the advance written approval of the Regional Administrator, or duly authorized representative.
10. **Officials Barred from Participating** — No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit to arise therefrom. This provision shall not be construed to extend to this permit if made with a corporation for its general benefit.
11. **Non-discrimination** — This permit is made subject to the provisions in "Assurance of Compliance with the Department of Agriculture Regulations under Title VI of the Civil Rights Act of 1964," Form ARS-519. In addition to signing the permit, the permittee is required to sign the attached Form ARS-519 — *not applicable to Governmental rental of quarters.*
12. **Use of Insecticides** — The permittee shall not use an "Active ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, [61 Stat. 163; 7 U.S.C. 136 et seq.] in violation of said Act on the land described in this permit.

**ASSURANCE OF COMPLIANCE WITH  
THE DEPARTMENT OF AGRICULTURE REGULATIONS  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

NAME AND ADDRESS OF APPLICANT

(hereinafter called "Applicant" or "Recipient") HEREBY AGREES THAT, as a recipient of Federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Agriculture (7 C.F.R., Subtitle A, Part 15) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Agriculture; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If real property or structures thereon are provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Recipient for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided the Recipient, this Assurance shall obligate the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Recipient for the period during which Federal financial assistance is extended to it by the Department pursuant to an application.

The Applicant further agrees to make the terms of this Assurance applicable and binding upon any successor, assignee, or transferee of said Applicant during the period which Federal financial assistance is extended under an application, and in the case of real property or structures thereon, during the period such real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Applicant also undertakes to inform any such successor, assignee, or transferee that it may be required to sign a like Assurance as a condition of continuation of Federal financial assistance.

This Assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Department, including that extended on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance.

It is understood that all terms used in this Assurance shall have the meaning as set forth in 7 C.F.R., Subtitle A, Part 15. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	TITLE	DATE

**SUBJECT: Report of Termination**

**TO:**

**You are hereby notified of the termination of the following-described instrument in accordance with the terms thereof:**

- (a) Instrument number:**
- (b) Kind of instrument:**
- (c) Location of premises:**
- (d) Effective date of termination:**
- (e) How terminated:**
- (f) Compliance with conditions of instrument as to vacation, removal of property, and restoration of premises.**