



COMMERCIAL USE AUTHORIZATION APPLICATION

Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738
Jamie Sanders, CUA Coordinator
Phone Number: 865-436-1296



Read all application instructions (at the end of this application) as well as all conditions of the authorization before completing and submitting the application. Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

- 1. Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*
Road Based Commercial Tour
- 2. Will you be providing this service in more than one park?** Yes No *If "Yes", list all parks and services provided.*
- 3. Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*
- 4. Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

5. Mailing Addresses

PRIMARY CONTACT INFORMATION *(Dates to contact you at this address, if seasonal.)*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

ALTERNATE CONTACT INFORMATION *(Dates to contact you at this address, if seasonal.)*

If same as "Primary Contact Information, check here and go to question 6.

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

6. What is your Business Type? *(Please check one below)*

Sole Proprietor

Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*

Name:

Name:

Limited Liability Company

Corporation

Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*

Other

7. Business License – State and Number:

Expiration Date:

8. Employer Identification Number (EIN):

9. Liability Insurance:

Provide proof of liability insurance. We recommend obtaining an Acord form from your insurance provider. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A").

10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?

Yes No

Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If "Yes," please give a description of each vehicle. Use additional paper, if necessary.

Make/Model of Vehicle	Year	Max # Passenger Capacity	Own/Rent/Lease

Make of Aircraft	Tail Number	Max # Passenger Capacity	Own/Rent/Lease

Make/Model of Vessel	Registration # or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent/Lease

11. Additionally Required Documentation:

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in "Attachment B".

12. DOI Employment:

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

Yes No If "Yes", please provide information below:

Employee Name: _____ Title: _____

Bureau or Office where employed: _____

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, <https://www.doi.gov/ethics>.

13. Violations: To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes No If "Yes", please provide the following information. Attach additional pages, if necessary.

Date of violation or incident under investigation: _____

Name of business or person(s) charged: _____

Please identify the law or regulation violated or under investigation: _____

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

14. Fee: Please include the Application Fee as outlined in Attachment B.

15. Signature:

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate.

Signature

Date

Printed Name

Title

NOTICES

Privacy Act Statement

Authority: The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

Paperwork Reduction Act Statement

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

Estimated Burden Statement

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
Road Based Commercial Tours
If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. Provide contact information for both the main season and the off-season. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the state, license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance if you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). You may be subject to additional insurance requirements. Refer to "Attachment A".
10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
11. Provide copies of additional documentation as required by "Attachment B".
12. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.
13. Provide details if your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years. Do not include minor traffic tickets.
14. Include payment of the Application Fee - \$350.00 See "Attachment B".
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information

Additional Information: The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the

services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Employee Conduct:** The holder must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The holder must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures. The holder must review the conduct of any of its employees whose action or activities are considered by the holder or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation. The holder must maintain, to the greatest extent possible, a drug free work environment.
4. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
5. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
6. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
7. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
8. **CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
9. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
10. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
11. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
12. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
13. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.

- 14. Reporting:** The holder must submit annually the CUA Annual Report (NPS Form 10-660) by January 31 for the prior CUA season and also must submit upon request the CUA Monthly Report (NPS Form 10-660A). The holder is to provide the area Superintendent upon request any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
- 15. Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
- 16. Minimum Wage:** The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
- Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 865-436-1296 or by going to the park CUA webpage at <https://www.nps.gov/grsm/getinvolved/dobusinesswithus.htm>
- 17. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 18. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.
- 19. Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

PARK SPECIFIC CONDITIONS

Conditions specifically pertaining to Great Smoky Mountains National Park.

- 20. Legal Requirement:** Failure to obtain authorization to provide commercial services is prohibited under Code of Federal Regulation [36 CFR 5.3 and 36 CFR 1.6 (g) (1)]. The holder, and all its agents, must comply with the conditions of this authorization including all amendments, application requirements, and written or verbal directives from the Superintendent. Failure to adhere to the conditions of the authorization is a violation, pursuant to 36 CFR 1.6 (g) (2), for which a citation may be issued, and may subject the commercial operator to additional citations/penalties as prescribed by law or regulation, including exclusion from doing business in the park. The holder may be cited for any conditions violated by their employees and/or agents while they are operating under the provisions of this permit.
- 21. Permits and Licenses:** The holder must obtain all permits or licenses from the state(s) of Tennessee and/or North Carolina or local governments, as applicable to conduct said business activities and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
- 22. Application Fee:** A non-refundable application fee is required irrespective of the outcome of the approval process or length of the CUA. Applicants will be directed how to pay the application fee when applying via the National Online CUA Application and Reporting System.
- 23. Annual Financial & Visitor Activity Report:** The holder is required to submit a Commercial Use Authorization Annual Report (NPS Form 10-660) each year they hold a CUA. Road Based Commercial Tour CUA holders are to submit their completed annual report to the commercial services office (grsm_CUA@nps.gov) no later than **January 31**, of the following year. Annual submission is required regardless of whether business was conducted in the park. Failure to submit the required annual report will result in the CUA holder being denied the ability to obtain a CUA in the future.

- 24. Management Fees:** In addition to the application fee, CUA holders may be subject to a Market Price Management Fee depending upon gross receipts earned from park-based operations. Once the required annual financial report is accepted and approved by the CUA Coordinator, holders will automatically receive a management fee due email notification from the CUA coordinator, if a management fee is due. The email will include the amount owed and instructions on how to pay the fee. Market Price Management Fee calculations are determined as follows:
- i. Businesses with annual gross receipts of \$250,000 or less will pay 3% of their gross receipts minus the application fee.
 - ii. Businesses will pay 4% of gross receipts for amounts between \$250,000 and \$500,000, this is in addition to the 3% for gross receipts under \$250,000 listed above.
 - iii. Businesses will pay 5% of gross receipts for the amount of gross receipts over \$500,000, this is in addition to the amounts listed above.
- 25. Authorization Compliance:** NPS field personnel will notify the Commercial Services Office of any violations of park policy or noncompliance with permit conditions and these records will become part of the holder's permanent park record.
- i. First violation(s) may result in legal action from a law enforcement official and/or a notice of unauthorized activities warning letter/email to the holder from the Commercial Services Office. The course of action will be based on the violation and may result in a suspension of the CUA.
 - ii. Subsequent permit violations may result in legal action from a law enforcement official and/or a cease-and-desist warning letter/email notification to the holder from the Commercial Services Office. Depending on the seriousness of the violation and the company's cumulative history, a revocation notice may be warranted. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a minimum period of 12 months.
 - iii. In addition, the NPS may, at any time, terminate this authorization at the discretion of the Superintendent or upon breach of any of the conditions based on the seriousness of the violation and the company's cumulative history. The NPS shall not be held liable for any damages or loss of revenue resulting from the suspension or revocation of a CUA.
- 26. Authorization Approval:** A full copy of the approved CUA must be carried by the holder, or their employees, when operating in the park. The holder, and all company employees, should be well informed of the conditions of this authorization and are required to obey the guidelines within. A copy of the approved CUA, including all conditions, must be presented to any park employee upon request. Failure to carry a complete authorization is a violation of the terms and conditions of this permit.
- 27. Company Identification:** The holder, and/or their employees, must clearly be identifiable as a commercial entity from a minimum of 25 feet away. Small items such as pins, name tags, and accessory stickers are not acceptable.
- 28. Business Operations:** This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services *on lands owned and controlled by the United States*. The authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money exchanges hands on park lands, and no commercial solicitation occurs on park lands.
- 29. Advertisement:** The holder will provide the Commercial Services Office a copy of any existing company brochure, internet advertising, or other promotional material as it pertains to Great Smoky Mountains National Park at the time of application. The holder will, at the request of the park, make corrections to any promotional material deemed inappropriate, such as; containing inaccurate or misleading statements regarding the services provided under the terms of this authorization, material that is non-complimentary to the park's mission and visitor service objectives, or that depicts illegal or unauthorized activities.
- 30. Promotional Material:** For advertising purposes, the holder or employees listed on the CUA permit, may use incidental photos and video of authorized activities and scenery in areas where they are permitted to operate. Footage may be shot with a small handheld camera, cell phone, DSLR, or GoPro. If the CUA holder designates a staff member or hires a professional to film or photograph for advertising purposes, a Commercial Filming or Still Photography Permit may be required in instances where special access is needed, when NPS staff is required to manage the activity, or when model(s), set(s), or prop(s) are used. To obtain a permit or discuss permitting requirements, please contact the parks Special Park Use office at 865-436-1296.
- 31. Service Providers:** The holder will maintain an updated list of all employees, and/or subcontractors, rendering services under the provisions of this authorization on file with the Commercial Services Office. The use of individuals who have been convicted of violations of any state or federal natural resource laws or regulations is prohibited. The park reserves the right to prohibit the use of specific service providers should it document a history of misconduct or an unwillingness to abide by park regulations. The park will discuss the situation with the holder before barring any specific service provider.
- 32. Quality Assurance:** Certain conditions contained herein are intended to assure that the activities authorized by the NPS are conducted with reasonable quality assurance. However, no judgment is made of the quality of the service by the NPS and none should be implied in advertising or other statements made to the public by the holder.

- 33. Behavior and Conduct:** The holder and its agents are required to exercise courtesy and consideration in their relations with the public and with NPS employees, volunteers, or other park agents. The holder will review and correct the conduct of any of its employees whose actions or activities are considered by the NPS to be inconsistent with the safety, experience, enjoyment, and protection of visitors and stewards of public land.
- 34. Complaints:** Copies of any written complaints regarding activities conducted under the purview of this authorization must be provided to the Commercial Services Office within a reasonable period of time after receipt by the holder. Likewise, the NPS will provide copies of any written complaints received by it to the holder.
- 35. Area Use:** This authorization is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein. The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the CUA holder is authorized to make of the land described in this authorization.
- 36. Public Use:** A CUA does not grant the holder exclusive use of any areas of the park and holders are prohibited from restricting visitor use. Virtually the entire park is open to public use. Holders may not interrupt a permitted private event or sanctioned NPS program and must move to another location if a special event is occurring. Commercial clientele are encouraged to join any NPS guided tour offered during their visit.
- 37. Public Health:** The holder will comply with applicable public health and sanitation standards and codes. The holder will promptly report information about any human illness, whether employees or guests, to the park Commercial Services Office at 865-436-1296 for reporting to the NPS Southeast Region's Public Health Consultant. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
- 38. Possession of Firearms:**
- The holder and any other individuals who are providing services under the terms of this authorization are prohibited from possessing firearms within the park.
 - The holder will have a written policy regarding the possession of firearms by employees and other individuals providing services under the terms of this authorization in accordance with (a.) above. New employees and other individuals operating under this authorization will be provided with a copy of this policy. The holder will provide the park with a copy of this policy upon request.
 - The holder will be familiar with federal and state laws regarding the possession of firearms and will inform customers of any provisions of these laws that are applicable to the services the holder provides under this authorization. Customers who do not comply with these federal and state laws may be denied service by the holder.
- 39. Park Resources:** The holder will ensure no natural, historic, or cultural features are injured as a result of their activities.
- 40. Drones:** The use of an unmanned aircraft (UAS) or drone of any kind is strictly prohibited
- 41. Leave No Trace:** The holder will conduct all authorized activities in strict accordance with the principles and guidelines of "Leave No Trace" ethics and will ensure that its employees and clients abide by the same guidelines while in the park. Please visit the official Leave No Trace website at <https://lnt.org/why/7-principles/> for more information.
- 42. Wildlife:** Willfully approaching within 50 yards of wildlife, including bear or elk, or within any distance that results in their disturbance or displacement, is prohibited. Harassing (e.g., intentional touching, teasing, frightening, or disturbing) or feeding wildlife is prohibited pursuant to 36 CFR 2.2(a)(2). The holder will ensure that its employees and clients are familiar with the park rules and responsibilities of food storage and personal behavior as they relate to all wildlife, particularly bears. The holder will report any information about unusual bear activity to the Emergency Communications Center at 865-436-1230 as soon as is practical after the activity.
- 43. Food Services:** Food services provided by the holder in association with the services authorized hereunder shall comply with National Park Service Public Health Guidelines (DO-83) as well as Food and Drug Administration Food Code.
- 44. Camping:** Frontcountry camping in designated campgrounds is allowed with a valid reservation. Group sizes of 7 individuals or more, including all staff members, are asked to camp in designated "Group Sites" only. Groups with 6 individuals or fewer are allowed to reserve one family site. Reservations can be obtained at: www.recreation.gov. Backcountry camping by commercial organizations requires a separate Backcountry Camping CUA and will also require a valid backcountry permit.
- 45. Trash:** The holder is responsible for the removal of all trash associated with their visit to the park and is prohibited from depositing commercial waste into park trash containers. All food scraps (fruit peels, nut shells, etc.) are considered trash and must be carried out. It is a violation to feed wildlife, including squirrels. The holder is not authorized to use park dump stations.

- 46. Parking:** All vehicles associated with the permitted activity must park in established parking lots or roadside pull outs. Vehicles may not be parked on road shoulders, may not obstruct, or impede traffic flow, and may not be driven off-road or into fields. Parking spaces may not be reserved or blocked off, nor can parked vehicles interfere with normal public use. Carpooling is encouraged. All vehicles are prohibited from idling. Drivers must turn off vehicle engines when parked or when not actively loading or unloading passengers. As of March 1, 2023, a parking pass will be required for all vehicles. For more information visit our website at <https://www.nps.gov/grsm/planyourvisit/fees.htm>
- 47. Vehicles:** For holders authorized to transport clients, transportation vehicles longer than 25 feet are prohibited on the following park roads: Chimneys Picnic Area, Elkmont Road above the campground, Balsam Mountain Road, Little Greenbrier, Parson Branch Road, Rich Mountain Road, Roaring Fork Motor Nature Trail, Toms Branch Road, Twin Creeks, Wear Gap Road from the park boundary to and including Metcalf Bridge, and Greenbrier Road from the Ranger Station south. Transportation vehicles longer than 25 feet must park in areas which have designated parking spaces for oversized vehicles. Vehicles under 25 feet are allowed in all locations in which the public are permitted.
- 48. Accident Reporting:** All accidents resulting in personal injury, death, property damage, or injury to park wildlife or resources must be reported to park law enforcement immediately, per 36 CFR 2.33, 3.5, and 4.4, by calling the Emergency Communications Center at 865-436-1230 or by dialing 911. Commercial operators must remain on scene until law enforcement officials arrive.
- 49. Responsible Party:** The Company that packaged, priced, and sold the tour is responsible for obtaining the CUA. In the event of a violation or infraction, responsibility and liability will generally be placed on the authorization holder, including citations, warnings, and fines, but the National Park Service retains the right to cite, warn or fine guides and/or drivers associated with a commercial tour regardless of which company is the holder. Transportation companies that are hired by a CUA holder also fall under the terms and conditions of the CUA.
- 50. Monitoring:** National Park Service staff may attend and participate in authorized activities to monitor and evaluate compliance with CUA conditions. The holder must accommodate this participation at no charge.
- 51. Human Waste:** Tour groups are required to abide by all park rules regarding proper disposal of human waste in order to prevent the pollution of water sources, the spread of disease, and the aesthetic degradation of the park. Improper disposal of human waste is a violation of park regulations, and violators are subject to fines. In non-developed areas more than a quarter of a mile from restroom facilities, human body waste must be buried six (6) to eight (8) inches deep in organic soil (commonly referred to as a "cat hole") in an area not frequented by the public, not visible from trails, campsites or developed areas, and at least 100 feet from any water source. The use of established rest stations or pit toilets is preferred when available. Sanitary items may not be buried or thrown in privies and must be packed out. When this is not possible, guides/leaders should provide a shovel, paper, and zip-lock bags, and instruct their clients to dig their own individual cat hole and to carry out their used paper. Groups are prohibited from using a shared cat hole.
- 52. Separated Clients/Rescues:** The holder is responsible for providing clients with the necessary information to locate or contact their group if they become delayed or separated. The trip leader must ensure tour groups stay together and are not overly spaced out. Commercial operators may not abandon their clients in the park and are solely responsible for making the arrangements necessary to aid clients in rejoining their group after being separated. Lost or missing clients must be reported to the Park Dispatch office as soon as possible and without unnecessary delay, at 865-436-1230. While self-rescue is encouraged in cases where no additional resources are needed, The National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.
- 53. Stock Animals:** The use of stock animals (horses or llamas) is prohibited.
- 54. Unauthorized Locations:** The holder is prohibited from taking clients to any area designated closed in the Superintendent's compendium (Section 1.5). Hiking is permitted on designated park trails only. Manway/off-trail use is strictly prohibited. This includes Spruce Flats Falls and Whiteoak Sinks manways. Workshop activities are prohibited inside cultural sites, archeological sites, cemeteries, cave and mine openings, or in any areas that may cause damage to vegetation. Activities are not to be conducted on paved roadways or bridges which are open to motor vehicle use. The holder is prohibited from providing services inside a NPS or Concessioner facility without written authorization. Holders are also prohibited from taking clients into designated picnic areas after sunset.

SPECIAL PARK CONDITIONS

Conditions specifically pertaining to Road Based Commercial Tour Services

- 55. Authorized Activity:** This CUA allows for the CUA holder to conduct Road Based Commercial Tour Services in Great Smoky Mountains National Park. A list of allowable out-of-vehicle, day hiking locations can be found under condition #62.

56. Definitions:

- a) **Road Based Commercial Tour:** An organized group using an itinerary that has been packaged, priced, or sold as a road based commercial tour.
- b) **Out-of-Vehicle Activities:** Activities which are not incidental to road-based tours. An example would include day hiking activities away from paved parking areas. Allowable locations are listed on condition #63.
- c) **Incidental Activities:** Activities which are incidental to road-based tours. Examples include stops at scenic overlooks, visitor centers, restrooms, and stores.

57. Insurance: The holder must maintain the insurance requirements as required by federal and North Carolina/Tennessee State Law and those listed herein for the duration of the CUA. If any claims are filed relating to the holder's operations or activities within the park, the holder must obtain a Claims Status Report from the insurance company and provide a copy to the Superintendent.

Holders that provide Road Based Commercial Tours are only required to carry *commercial general liability* insurance when their itineraries include out-of-vehicle activities. Commercial general liability insurance protects against claims occasioned by the action or omissions of the holder, its agents, and employees in providing out-of-vehicle activities.

General Liability

Tour Services which include out-of-vehicle activities	\$500,000
Tour Services which only include incidental activities	Not Required

Proof of *commercial auto liability* insurance must be provided for any holder who transports passengers or uses a vehicle in the performance of the service in the park. Auto insurance must cover all "owned, leased, rented, or hired" vehicles if the CUA holder rents or leases vehicles. The minimum policies must be in the amounts determined by the capacity of the vehicle:

15 or fewer passengers	\$1,500,000
16 or more passengers	\$5,000,000

Policies must name the United States of America (National Park Service, Great Smoky Mountains National Park, Commercial Services Office, 107 Park Headquarters Road, Gatlinburg, TN 37738) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements. Upon lapse or cancellation of either the automotive or general liability insurance policies, the authority to operate in the park is automatically suspended until new insurance is in place and proof is provided to the Commercial Services Office.

58. Emergency Medical Training: Group leaders are encouraged to possess:

- A. American Red Cross Standard First Aid Certificate (or equivalent).
- B. Adult CPR Certification.
- C. Training in basic park safety, resource protection, park rules and regulations, and in the requirements of CUA conditions.

59. Tour Group Leaders: All Road Based Commercial Tour providers which are authorized to conduct out-of-vehicle activities must have at least one person identified as the group leader with each tour group. Group sizes should not exceed what is practical for each group leader to instruct and manage while touring and stopping in the park. The group or trip leader will ensure that all members of the group have adequate food, water, and clothing for the proposed itinerary. Group leaders must provide an orientation to clients on the proposed itinerary for the day, park rules and regulations, Leave No Trace ethics, safe behavior in bear country, and what to do in the case of an emergency or separation from group. Leaders are encouraged to incorporate other educational programming related to park resource and values and Great Smoky Mountains National Park's vast human history, flora, fauna, and wilderness characteristics. The holder is responsible for verifying the accuracy of any information provided to clients and assuring that the holder's employees are qualified to conduct educational activities.

60. First Aid Kit: An appropriate group size first aid kit will be carried by each group leader.

61. Dump Stations: The holder is not authorized to use park dump stations.

62. Authorized Locations: Tour groups are only permitted on the following frontcountry trails under a Road Based Commercial Tour CUA.

- Cataract Falls Trail
- Clingmans Dome Trail
- Deep Creek Trail (from trailhead to junction with Indian Creek Trail)
- Fighting Creek Nature Trail
- Gatlinburg Trail
- Oconaluftee River Trail
- Sugarlands Valley Trail (accessible)
- Trails leading to historic structures around the Cades Cove Loop Road
- Within ¼ mile of the trailhead on any designated park trail

63. Parking Instructions: Oversize parking spaces for vehicles longer than 25 ft are located at Sugarlands Visitor Center, Oconaluftee Visitor Center, and Newfound Gap Parking Area. No oversize parking is available at Clingman's Dome Parking lot, though a loading/unloading zone is available. Motorcoaches wishing to drop off their tour group at Clingmans Dome will need to be prepared to drive 15 minutes away to park at Newfound Gap and will have to arrange for a designated pick-up time.

ATTACHMENT A CUA Insurance Requirements

Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum commercial general liability insurance is \$500,000. Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

Other Required Insurance

Commercial Auto Liability Insurance is required if a CUA holder transports passengers or uses in the performance of the service in the park owned/leased/rented vehicles. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance. The minimum Commercial Auto Liability Insurance for *interstate* passenger transport is:

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
15 or fewer passengers	\$1,500,000
16 or more passengers	\$5,000,000

The NPS has not established standard commercial automobile liability minimums for intrastate auto use by CUA holders because each state has unique rules and regulations. Intrastate CUA holders must meet individual state requirements for Commercial Automobile Liability Insurance or the interstate requirements above, whichever are greatest.

If the CUA applicant or holder will use rented or leased vehicles in performance of the authorized service, the applicant or holder must secure appropriate insurance for that rented or leased vehicle in the amount required by the CUA application. Proof of insurance secured directly from the rental or lease company may not be available upon application submission, but applicants are required to provide proof of insurance coverage after application submission upon NPS request.

Insurance Company Minimum Standards

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- Be written in English with monetary amounts reflected in USD.
- Reflect that insurance coverage is effective at time of CUA Application submission.
- Name as insured the business or person that is providing the service.
- Name the United States as additional insured.
- Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application.
- Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application.
- Include insurance provider rating or provide in separate document.

ATTACHMENT B
List of Approved Service, Additionally Required Documentation, and Fee Information

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES
Road Based Commercial Tours		