**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.**

1. Enter the activity you are proposing to provide. The following activities are currently approved in the park under activity-based commercial use authorizations:
2. • Bicycle Tours • Environmental Education Tours • Motorized Boating Trips

• Non-Motorized Boating Trips • Overnight Backcountry Trips • Painting and Photography Workshops

 • Road-Based Trans (16 – 25 clients) • Stream & Shoreline Fishing

1. Respond “No” or list other parks where you will be providing this service.
2. 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.
3. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
4. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
5. Check the box that identifies your type of business.
6. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
7. 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](http://www.irs.gov/Businesses/Small-Businesses-%26-Self-Employed/How-to-Apply-for-an-EIN). We will use the EIN that you provide as needed to collect debts.
8. 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 required by law, or if visitors are transported by vehicle/vessel/aircraft within the park, or if 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). Refer to “Attachment B”.
9. Provide a description of and registration number of each vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service.
10. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by “Attachment A”.
11. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
12. 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, please give details (does not include minor traffic tickets).
13. Include payment of the Application/Administrative Fee **$100**, as well as proof of insurance. Payment can also be done at Pay.gov (<https://www.pay.gov/public/form/start/64078739>). Include copy of Pay.gov receipt with proof of insurance.
14. 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: List of Approved Services and Required Documentation

Attachment B: Insurance Requirements

**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 to 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 park 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. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **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.
5. **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.
6. **Fees**: 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 authorization 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 at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **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.
11. **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 park area Superintendent.
12. **Reporting:** The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder’s operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
13. **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 and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

**14.**  **Minimum Wage:**  The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.

**15.** **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to 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.

**16. 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, service mark or other ownership interest in the words "National Park Services", 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.

**17. 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.

**IMPORTANT**: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above.

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.)]*

**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. Authorized Agents:** *(Name and title of owner, and any onsite person authorized to manage the operation or service.)*

**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:

[ ]  Corporation: *(State:* *Entity Number:* *)*

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

**7. State Business License Number:**       **Expiration Date:**

**8. Employer Identification Number (EIN):**

**9. Liability and Vehicle Insurance:**

 Provide proof of insurance. 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 (boat tours, fishing charters, etc.); see Park-Specific CUA Insurance Requirements (“Attachment B”). Auto Liability insurance is also required at the minimum coverage amounts described below.

|  |
| --- |
| **COMMERCIAL GENERAL LIABILITY INSURANCE** |
| Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping) | $500,000 |
| **Vehicle and Vessel Insurance****(bodily injury and property damage)** | **Minimum per Occurrence Liability Limits\*** |
| Up to 6 passengers | $1,000,000 |
| 7 – 15 passengers | $1,500,000 |
| 16 – 25 passengers | $3,000,000 |
| 26+ passengers | $5,000,000 |

*\* Indicated minimum per occurrence liability limit or minimum State liability requirement in State of operation, whichever is greater.*

1. Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries? Yes [ ]  No [ ]

*If “Yes,” please give a description of each vehicle. Use additional paper, if necessary. All vehicles 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.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Make/Model of Vehicle** | **License Number** | **Year** | **Max # Passenger Capacity** | **Own/Rent** |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |

|  |  |  |  |
| --- | --- | --- | --- |
| **Make of Aircraft** | **Tail Number** | **Max # Passenger Capacity** | **Own/Rent** |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Make/Model of Vessel** | **Registration Number or USCG Documentation** | **Length** | **Max # Passenger Capacity** | **Own/Rent** |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |

**11. Employee Licenses and Certifications:**

 Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver’s or pilot’s license, USCG OUPV license (tour boat operators), fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required by “Attachment A”.

**12. NPS Employment:**

 Are you, your spouse, or minor children employed within the National Park Service?

Yes [ ]  No [ ]  If “Yes”, please provide information below:

Employee Name:       Title:

Park and Office Where Employed:

**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/Administrative Fee as outlined in Attachment C.

1. **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 to the best of my knowledge.*

 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.

**IF THIS CUA APPLICATION IS FOR COMMERCIAL LIVESTOCK TRAILING (Guest Services for Dude Ranchers), THEN THE FOLLOWING ADMINISTRATIVE NOTE and SPECIAL PARK CONDITIONS APPLY:**

**Administrative Note:**

**BEST MANAGEMENT PRACTICES, Historical & Present Day Ranching Activities at Bighorn Canyon NRA**

*To preserve the historical and present day ranching activities: the conditions are set forth in this* ***Commercial Use Authorization****. This permit is intended to help the National Park Service to establish the best management practices in the park. The trailing of livestock through the park is essential to ranchers. It is also helping to continue the legacy of the park and its historical connections with the ranchers of the past. These best management practices are put in place to preserve this important part of our heritage. Therefore, it is not advantageous for the present day ranchers or the National Park Service to discontinue trailing of livestock through the park now or any time in the future.*

**SPECIAL PARK CONDITIONS for Trailing Livestock**

COMMERCIAL USE AUTHORIZATION

1. Herding: Livestock must be *actively* herded by riders and continually moving along the established trailing route at all times when passing through the Recreation Area. The riders must have the herd in sight at all times. *Domestic sheep trailing is only permitted on the Causeway Trailing Route. Domestic sheep should not be contacting Big Horn Sheep within the park. Park Rangers should be notified immediately if this has occurred.*
2. Gates: The gate leaving the wild horse range near Layout Creek (Bad Pass Trail) must have the cable secured OR the gate must be attended when opened for livestock. This gate, and all other gates, must be closed once the herd has passed through. A CUA holder and associated staff must not tamper with or open any park gates what will allow livestock to move onto park lands. The only exception to this is during an official trailing operation covered under this CUA. The CUA holder must take every reasonable precaution to protect natural, cultural and historic resource values; and any structural improvements on both private and public lands.
3. Common Corrals: Overnight stops will be permitted in the common corrals, and all feed provided must be certified weed-free hay. Livestock must be herded into the common corrals upon arrival and provided feed as necessary.

* 1. The CUA holder is responsible for the prompt **repair** of any damages to the common corrals by his/her herd. Each CUA holder (or associated staff) may be required to participate in a scheduled annual maintenance day held between January and March of each year to complete any needed repairs for the upcoming trailing season.
1. Historic Ranches: Historic ranches (Ewing-Snell, Lockhart, Ruth-Aldridge, Hillsboro, and M-L Ranch) are closed to all livestock and riders. The permit holder will be held responsible for cost recovery damages incurred to the historic ranch structures by livestock.
2. Trailing Notification: Park Rangers (307-548-5401) must be notified at least 48-hours in advance of your livestock trailing operation through the Recreation Area. If notification is not made as specified, it will be considered a **violation** of the terms of this CUA. This notification must take place between the business hours of 8:30 – 4:30 p.m. If you are unable to contact a ranger, call the park visitor center at 307-548-5406 and give your trailing information. Notification to any other park employee or third party will not be considered a valid notification of trailing. This notification is necessary to make any needed fence repairs, reschedule park projects that could affect the trailing operation, to notify you of any conflicts and to inform visitors so hazardous situations are avoided. If unforeseen circumstances cause a change in the trailing operation dates, notification of the change must be made to the above phone numbers.
3. Removal of injured/sick/dead livestock*:* Injured, sick and dead animals are the responsibility of the CUA holder to remove from the park. These animals must be removed with 24-hours of the end of the trailing operation unless other arrangements are made with park rangers.
4. Weed free hay, feed and forage: All hay, feed or forage that is fed to livestock in Bighorn Canyon NRA must be certified noxious weed free by the County Weed and Pest Control office. Evidence of proper certification from the county office must be available upon request for all livestock feeding operations with the park. Persons found feeding uncertified hay, feed, or forage in the park are subject to the conditions of Title 36 CFR 2.1(a)(2). In addition, please limit the spread of noxious weeds by holding livestock in a weed free area and/or feeding certified weed free hay, feed, or forage at least 3-days prior to your trailing operation through the park. Forage products that are transported through the park **without** unloading or use in the park are not required to be weed free.
5. Water availability: Bighorn Canyon NRA intends to supply water at troughs in the common corral area and at troughs adjacent to Layout Creek from April 15 – November 1. From November 1 – November 30, Bighorn Canyon NRA will supply water on a day-to-day basis to all troughs until the weather and/or staffing levels necessitates winter shutdown. Starting on December 1, there will be no water supplied by park staff for livestock until the next spring trailing season. Water during this shutdown must be supplied by the CUA holder if trailing operations extend past December 1. If the troughs at the holding pasture and the spring fed troughs are found inoperable between April 15 – November 30, please contact the park visitor center at 307-548-5406 immediately.
6. CUA Use: This CUA is only for livestock owned by the CUA holder. Any livestock in the park that are not under the conditions of this CUA will be considered in trespass. If livestock are found in the park not being actively trailed as stated above, the livestock will be identified and the owner contacted. The owner will have 24-hours from the time of contact to remove the livestock from the park. If the livestock are not removed in that 24-hour time period, the state brand inspector will be notified, and the owner will be subject to fines and/or the impoundment of livestock.
7. Trailing Livestock not owned by the CUA Holder: If an owner or designee is also trailing livestock for someone else, all owners must still be listed on the CUA. On the third page of this CUA, it is required to list all the owners that you will trail livestock for and describe or illustrate all brands or ear tags/ear marks (including your livestock) at assist park personnel with stock identification.
8. Resources: No livestock use or activity will be permitted that would impair or derogate park resources or values. Permitted activities will be monitored throughout the term of this CUA.

**ATTACHMENT A**

**Authorized Services & Required Licenses, Registrations and Training Certificates**

|  |  |
| --- | --- |
| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** |
| Motorized Boating | USCG Operator of Uninspected Passenger Vessels (OUPV) licenseCPR First Aid CertificationCommercial General Liability Insurance CertificationAutomobile Liability Insurance Certificate (required if vehicle is used to transport clients or used in the performance of the service in the park) |
| Non-motorized Boating | CPR First Aid CertificationCommercial General Liability Insurance CertificationAutomobile Liability Insurance Certificate (required if vehicle is used to transport clients or used in the performance of the service in the park) |
| Stream & Shoreline Fishing | CPR First Aid CertificationLeave No Trace Certification (recommended)Commercial General Liability Insurance CertificationAutomobile Liability Insurance Certificate (required if vehicle is used to transport clients or used in the performance of the service in the park) |

**ATTACHMENT B**

**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 liability insurance is 1,000,000.

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).

**Automobile Liability Insurance**

If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Automobile Liability insurance. The auto liability insurance must include coverage of “owned, leased, rented or hired” vehicles if the CUA holder rents or leases vehicles. The minimum auto liability insurance is reflected in the following table:

|  |  |
| --- | --- |
| **Vehicle Insurance****(bodily injury and property damage)** | **Minimum per Occurrence Liability Limits\*** |
| Up to 6 passengers | $1,000,000 |
| 7 – 15 passengers | $1,500,000 |
| 16 – 25 passengers | $3,000,000 |
| 26+ passengers | $5,000,000 |

\* Indicated minimum per occurrence liability limit or minimum State liability requirement in State or operation, whichever is greater.

Commercial auto insurance provides:

1. Liability insurance, which includes coverage for bodily injury, property damage, uninsured motorists, and underinsured motorists;
2. Physical damage insurance, which includes collision insurance; and;
3. Other coverage, which includes medical payments, towing and labor, rental reimbursement, and auto loan coverage.

Taxis that do not provide tour services are only required to have Auto Liability insurance. The Commercial General Liability covers out of vehicle activities and taxis do not provide out of vehicle activities.

**Insurance Company Minimum Standards**

The CUA Application defines various terms, conditions, and requirements for CUA insurance.

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.