



ATTACHMENT I
PARK SPECIFIC CUA PROVISIONS

These Provisions Apply to All CUAs Issued by Bryce Canyon National Park

1. The Commercial Use Authorization (CUA) holder shall exercise this privilege subject to the supervision of the Superintendent and shall comply with all applicable laws and regulations.
2. This CUA is applicable only for the use of the area(s) and terms designated on the CUA Form 10-115 and in Attachment II.
3. The National Park Service will not approve the rates of the CUA holder.
4. The CUA holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified in the CUA Form 10-115 and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
5. The CUA holder and all participants authorized herein must comply with all the conditions of the CUA including all exhibits or amendments or written directions of the park Superintendent (or designee).
6. This CUA does not authorize the CUA holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
7. The CUA holder is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation.
8. The CUA holder will have none of the rights or privileges of PL 89-249, and will not be considered a concessioner to the National Park Service.
9. **DAMAGES:** The CUA holder shall be liable for any damages to any Government property resulting from these activities. The CUA 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.
10. The area authorized for use under this CUA must be left in the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
11. The CUA holder will comply with applicable public health and sanitation standards and codes.
12. **PAYMENT:** We require the advance payment by the CUA holder of \$250.00 for a 1-year CUA (good through December 31, 2021). This includes a yearly \$100.00 Application Fee, \$100.00 Cost Recovery Fee, and \$50.00 Facility Use Fee.

13. **INDEMNIFICATION:** The CUA holder shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever. And by whomsoever made, arising out of the activities of the CUA holder, their employees, subcontractors or agents under this CUA.
- a. The CUA holder shall purchase at a minimum the types and amount of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this CUA.
 - b. The CUA holder shall provide the Superintendent with a Certificate of Insurance at the inception of this CUA and annually thereafter and shall provide the Superintendent thirty (30) days advance written notice of any material change in the CUA holder's insurance program hereunder.
 - c. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
14. **PUBLIC LIABILITY:** The CUA holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the CUA holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the CUA holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
- a. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government and shall provide that the United States Government is named an additional insured.
 - b. The CUA holder shall also obtain the following coverages at the same limits as required for comprehensive general liability insurance unless other limits are specified:
 - i. Commercial (General) liability - \$1,000,000 per occurrence (single activity)
 - ii. Automobile liability to cover all owned, non-owned, and hired vehicles: \$1,000,000 for up to 6 passengers; \$1,500,000 for 7 -15 passengers; \$3,000,000 for 16 -25 passengers; \$5,000,000 for 26+ passengers.
 - iii. Workers' compensation
15. **ASSIGNMENT:** The CUA may not be transferred, extended, or assigned under any circumstances.
16. **REVOCACTION:** The CUA may be revoked at any time at the discretion of the Superintendent without compensation to the CUA holder or liability to the United States.

_____ Initials _____ Date

17. **ANNUAL REPORT:** By no later than January 31 for the previous year's activities, the CUA holder shall submit an annual report (see link at www.nps.gov/brca/getinvolved/commercial-use-authorizations.htm), which summarizes total in-park visitor use and includes gross revenues for the previous year.
18. **COMPLIANCE:** It is expressly understood that the CUA holder is expected to comply with all Special Conditions (Attachment II), Superintendent's Compendium regulations (see link at www.nps.gov/brca/learn/management/superintendents-compendium.htm), and Federal and State laws.

I certify that I have read the above information and will adhere to all provisions as required. I understand that failure to comply with these CUA provisions may result in revocation of my CUA, and possibly being barred from Bryce Canyon National Park for a period of one year.

Signature of CUA Holder

Printed Name

Date