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 service you are proposing to provide. These are the services which are currently approved in the park:
* Bicycle Tours
* Guided Climbing
* Photography Workshops
	+ Road-based Commercial Tours
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 A.
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 B”.
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 $300 for Road-based Commercial Tours or $100 for all other activities (see “Attachment C” – Fee Schedule and Payment Information).
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: Insurance Requirements

Attachment B: List of Approved Services and Required Documentation

Attachment C: Fee Schedule and Payment

Attachment D: Sample Visitor Acknowledgement of Risk Form

Attachment E: Climbing Itinerary Form

**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. **Refer to “Special Park Conditions”.**

## 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.
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: 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.
7. 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.
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 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. The implementing regulations, including the applicable authorization 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 Commercial Use Authorization (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. **See “Attachment D” – Sample Visitor Acknowledgement of Risk Form.**
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, 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.
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. **Refer to “Special Park Conditions”.**

**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:

[ ]  Limited Liability Company: *(State:       Entity Number:      )*

[ ]  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; see Park-Specific CUA Insurance Requirements (“Attachment A”). Auto Liability insurance is required, if applicable, in 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 |
| --- | --- |
| **Commercial Vehicle Insurance – Passenger Transport****(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 (for intrastate operations only).*

10. Will your business operate motor 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, fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required by “Attachment B”.

**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 on page i.

 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.

**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 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.

## SPECIAL PARK CONDITIONS

COMMERCIAL USE AUTHORIZATION

**All Activities:**

1. **Permits/Licenses**: The holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations. **The holder must carry a complete copy of their Commercial Use Authorization (CUA) with them at all times while operating in the park. The CUA is to be shown at the entrance station fee booth. Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service or law enforcement personnel.**
2. **Operating Plan:** All applicants must submit an operating plan with their application that, at a minimum, includes:
	* Description of proposed services to be provided
	* Proposed itinerary for planned trips, itinerary should include beginning and ending dates, routes, etc.
	* Group size, including guide to client ratio.
	* Lesson plan in Leave No Trace practices, including park rules and regulations, sanitation precautions/procedures, and other resource protection measures.
	* Safety procedures.
	* Emergency procedures including but not limited to contact points, use of cellular or satellite phones, first aid equipment and training.
	* Outline of client orientation.
3. **Required Documentation:** See “Attachment B”.
4. **Rates:** The holder must submit a rate sheet describing client charges and fees.
5. **Advertisements:** The holder must submit a current brochure and advertising materials or provide a website. All guided climbing CUA holders must disclose the June Voluntary Climbing Closure in their advertising material related to Devils Tower.At minimum, advertisements must identify that there is a voluntary climbing closure during the month of June and refer prospective clients to the Devils Tower National Monument website at [www.nps.gov/deto](http://www.nps.gov/deto) for more information.
6. **If applying for a Special Use Permit (SUP) in lieu of a CUA, please also include the following:**
7. A statement attesting that no taxable income will be derived from activities within the NPS boundary.
8. Proof of the organization’s Federal tax-exempt status that shows the section of the IRS code under which the organization is exempt.

Note: SUPs in lieu of CUAs will need to pay the **application fee** for activities just like a CUA. Check the FEE SCHEDULE (Attachment C).

1. **Confirmation and Award:** All requests for CUAs will receive a response within 30 days of receiving all application materials.
2. **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 changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Monitoring:** The holder will be monitored for:
	* Compliance with terms and conditions of permit;
	* Impact on resources; and
	* Impact on non-commercial users
4. **Company Identification:** The company name or logo must appear on each guide’s clothing or gear.
5. **Incident reporting:** The holder and their employees will immediately report all incidents involving damage to private or governmental property, injury to persons and/or injury or damage to park natural or cultural resources. CUA holders are responsible for damages to government property or park resources caused by the holder or clients.
6. **Damages**: The holder shall pay the United States for any damage resulting from use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
7. **Separated Passengers / Rescues:** The holder is responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost, injured, or missing clients must be reported to park law enforcement as soon as possible and without unnecessary delay, at 307-467-5283 ext. 636 or 911. 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.
8. **Authorization Compliance:** The holder and all participants authorized herein must comply with all of the conditions of this authorization, including all exhibits, amendments, application requirements, and written or verbal directives from the superintendent. Failure to obtain an authorization to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the authorization terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. National Park Service field personnel will be provided with a current list of holders by the CUA Coordinator. The CUA Coordinator will receive a notice of any written warnings or citations issued to holders and these documents will become part of the holder's park record.
9. A first violation may result in a warning letter to the CUA holder and/or a possible 30-day suspension of the CUA. The appropriate course of action will be based on the violation and the company’s cumulative history.
10. A second violation within any two year period may result in a 30 to 90-day suspension or revocation of the CUA, depending on the seriousness of the violation and the company’s cumulative history. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a period of 12 months.
11. In addition, the National Park Service may, at any time, terminate this authorization at its discretion or upon breach of any of the conditions based on the seriousness of the violation and the company’s cumulative history
12. **Leave No Trace:** All employees who accompany clients at Devils Tower must be trained in Leave No Trace (LNT) Awareness, demonstrate through actions, and teach LNT etiquette appropriate to their activity and environment. Operations must be conducted with regard to minimizing the impact on park resources and other visitors. LNT Awareness online course can be found at: <https://lnt.org/learn/online-awareness-course>.
13. **Solid Waste Management:** The holder is responsible for the removal all trash and garbage generated by their activities within the park, including food waste.
14. **Supplies:** Caching of supplies, materials, equipment, etc. is prohibited.
15. **Closures:** The National Park Service reserves the right to close routes, trails, roads, or areas within the park due to safety or resource concerns. Holders are responsible for checking on route, trail, road, and area conditions, access, and closures.

The maintenance/housing access road, the maintenance shop/yard, south road property storage yard, leach field, leach field service road and the housing area is closed to public access. The South Road is closed to all public traffic with the exception of traffic going to the Camp Stool Ranch.

The Old Stake Ladder Route on the Tower is closed to climbing-related and any non-governmental activity year-round.

Areas of the Tower may be closed approximately each March 15th to protect falcon nesting sites. The areas of closure will be more closely defined when all active nesting sites are identified. The active site closure will be lifted following successful fledging. It is the holder’s responsibility to check for updates on climbing route closures.

1. **Employee/agent responsibility**: The holder shall ensure that all company employees and commercial vehicle operators entering the park are informed of all of the conditions of this authorization.
2. **Employee Behavior and Conduct:** The holder and its agents are required to maintain the highest professional standards of conduct in their relations with clients, visitors, and 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 Service to be inconsistent with the safety, experience, enjoyment, and protections of visitors and stewards of public land.
3. **Public Use Obstruction:** Permitted groups are sharing visitor facilities with the general public. This authorization does not convey any priority use of any park areas including park trails, road side pullouts, parking areas, picnic areas, etc. The holder and its agents are responsible for the conduct of their clients.
4. **Entrance Fees:** When entering the park each time, holders must identify themselves and show a copy of the CUA.This will enable the entrance station personnel to verify that you are on the approved list for commercial activities and are to be charged the appropriate entrance fee**.** Clients are required to pay entrance fees, regardless of any national or park pass in possession of the CUA holder or guide. Clients transported by guides will be charged the individual entry fee of $15 per client (no charge for paid guides and/or drivers, or anyone under 16 years of age). Clients entering by private vehicle will be charged the vehicle entry fee of $25 per vehicle. Clients entering on bicycle or foot will be charged the individual entry fee of $15 per client (no charge for paid guides and/or drivers, or anyone under 16 years of age). The holder may pay for entrance fees for clients but may not use any pass to cover the fees for its clients. If the entrance station is not open, fees can either be paid when exiting or by cash or check via the self-pay station.
5. The following restrictions and/or conditions related to COVID 19 are in effect for the specific uses or activities noted:
* Individuals over the age of two years must wear masks, except when actively eating or drinking, in the following locations:

1. All common areas and shared workspaces in buildings owned, rented or leased by the National Park Service, including, but not limited to, park visitor centers, administrative offices, lodges, gift shops and restaurants.

2. The following outdoor areas, when others are present, where the superintendent has determined that physical

distancing (staying at least six feet apart) cannot reasonably be maintained:

• Visitor Center Plaza

• Climbing Registration/Tower Trail & Red Beds Trailhead Plaza

• All open-air pavilions where six feet distancing cannot be maintained

• All public restrooms

• Campground common area (not individual sites)

• Amphitheater

• Interpretive talks, tours, and demonstrations

• Masks required on trails and at overlooks when six feet distancing cannot be maintained between respective parties.

Masks must cover the nose and mouth and fit snugly around the nose and chin with no large gaps around the sides of the face. Masks not designed to be protective, masks with ventilation valves, and face shields do not meet the requirement.

**Bicycle Tours:**

1. **Definition:** Non-motorized human pedaled vehicle tours of up to 15 total people (including clients and guides/ support staff) on approved roads within Devils Tower National Monument (see Authorized Roads below). Tour groups consist of guides/tour leaders, participants, and support vehicles. Tours provide single day trips.
2. **Itinerary:** Trips will be scheduled at least 2 weeks in advance through the CUA office and the dates are subject to park approval.
3. **Bicycle Use:** The CUA holder shall ensure that their clients and guides obey all applicable traffic laws, including entering through the inbound lane and stopping at all stop signs.
4. **Authorized Roads:** Bicycle use is limited to paved roads open to the public. Bicyclists must ride single file at all times.
5. **Safety Equipment:** A helmet is required for all bicyclists.

When operating during periods of low visibility, each bicycle must utilize a white light on the front and a red light on the rear.

Bicyclists are responsible for the security and safety of their bicycles at all times.

1. **Comfort/Hydration Stations:** Erecting tents, canopies, tables, or signs along the roadway or in overlooks/turnouts for the purpose of providing rest stations or refreshments is prohibited. All hydration stations must be unobtrusive and not negatively impact other park visitors. Hydration stations and equipment must be secured so as to prevent any consumption by wildlife. No food or unsecured hydration equipment may be left unattended.

**Guided Climbing:**

1. **Definition:** An organized group of up to 6 people (including clients and guides/support staff) on an itinerary that has been packaged, priced, or sold as a guided climb for the purpose of recreation or guiding certification.
2. **Climber Registration:** Registration is required prior to any climbing above the talus slopes on Devils Tower. The registrant is also required to sign out immediately upon completion of a climb (36 CFR 7.30(a)). Guides must register both their company name and personal name on climbing registration.
3. **Group Size:** Maximum group size is limited to 6 people including guides. No more than 3 clients per guide.
4. **Itinerary:** A climb itinerary must be submitted for each climb through the CUA office. See “Attachment E”
5. **Human Waste Management:** The holder will manage solid human waste to assure proper disposal. In areas without toilets, solid human waste will be disposed of by using a WAG bag. Toilet paper must be packed out.
6. **Camping:** Overnight stays or camping on the Tower is prohibited. Overnight stays or camping is only allowed in established sites within the Belle Fourche River Campground.
7. **Safety Equipment:** The holder will ensure that clients are provided with a helmet. All guides and clients are required to wear helmets designed for use in mountaineering/ climbing. Such use must occur at all times when traveling above the /talus slopes/ boulder field.
8. **Route Fixing:** The following rock-climbing practices are prohibited:
	1. The operation of a power drill or motorized equipment used to support the placement of new climbing aides or otherwise to directly support a climb.
	2. The gluing or chipping of rock, or the gluing, affixing, or placement of artificial hand holds on rock, or other damaging practices such as forcibly prying off rock or destroying vegetation to enhance a route.
	3. Leaving fixed ropes unattended on the Tower (in an emergency, the Chief Ranger must be notified at 307-467-5283 ext. 636 and fixed ropes must be removed within 24 hours, unless weather conditions are prohibitive).
	4. Installation of new bolts or fixed pitons on the Tower.
9. **Parking:** Due to limited parking, climbing guides are required to park in the gravel overflow lot from Memorial Day through Labor Day.

**Photography Workshops:**

1. **Definition:** An organized group of up to 15 total people (including clients and guides/support staff) using an itinerary that has been packaged, priced, or sold as a guided photography instructional session. Photography workshops embrace the scenic, cultural, and/or natural resources of Devils Tower National Monument to create an instructional based experience designed to improve a photographer’s skills and/or photography techniques. Photography workshops shall not involve the use of props, sets, or models for a market audience with the intent of generating income
2. **Itinerary:** Trips will be scheduled at least 2 weeks in advance through the CUA office. Dates and locations are subject to park approval and may not negatively impact other park visitors.
3. **Use Restrictions:** The use of tripods or any other multi-legged stabilization device including easels on trails is prohibited by permittees or clients (monopods are authorized). Workshops must not interfere with the general visiting public.
4. **Releases:** The holder cannot require or ask NPS employees or volunteers to sign location releases, model releases, talent releases, or any other legal document.

**Road-based Commercial Tours:**

1. **Definition:** A commercial tour consists of one or more persons traveling on an itinerary that has been packaged, priced or sold for leisure/recreational purposes and no other services (except for incidental services such as on-board interpretation and box lunches) are provided.
2. **Commercial Tour Operator Responsibilities:** The company that packaged, priced, and sold the tour is responsible for obtaining a Commercial Tour 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.
3. **Parking:** All commercial vehicles over 19 feet are prohibited from parking in the visitor center parking lots and parallel parking sites near the visitor center from Memorial Day weekend through September 15 (except to load and unload). Buses must use the long vehicle parking near the picnic area.
4. **Loading/Unloading:** Vehicles over 19 feet may load/unload in front of the visitor center. Loading/unloading or waiting for passengers is limited to 10 minutes maximum. No vehicle may be left unattended at any time in this spot.
5. **Bus Idling:** Idling of engines is prohibited while parked.
6. **Commercial Vehicle Inspections**: The holder shall cooperate fully regarding the inspections of commercial vehicles within the park. Commercial vehicle safety inspections are conducted unannounced for visitor safety. Vehicles are checked for safety and mechanical deficiencies, compliance with current state and federal laws and regulations.
7. **Suspension or Revocation of DOT Authority:** If, for any reason, the holder’s Department of Transportation authority is placed in any status other than “Active”, this authorization will be immediately suspended.

## 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 liability insurance for **Guided Climbing is $1,000,000 per Occurrence and $2,000,000 General Aggregate and for all other activities is $500,000 per Occurrence and $1,000,000 General Aggregate.** 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 commercial auto liability insurance for passenger transport is reflected in the following table:

| **Commercial Vehicle Insurance – Passenger Transport****(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 (for intrastate operations only).*

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 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

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

| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** |
| --- | --- |
| Guided Climbing | All guides must submit:A copy of their current American Heart Association First Aid and CPR certification (or equivalent) or higher level of certification. In order to be considered “equivalent”, the course must include classroom/hands-on instruction and must be accredited.A copy of their current Guiding Certification, one of 2.a – c:American Mountain Guides Association (AMGA) Multi-Pitch Instructor Certification or higherProfessional Climbing Guides Institute (PCGI) Lead Guide Certification or higherEquivalent, documented training, and experience. The park will review guide qualifications to determine if they are equivalent to the accepted certifications listed above1. Documentation of Leave No Trace training
 |
| Bicycle Tours | All guides must submit at minimum:1. A copy of their current American Heart Association First Aid and CPR certification (or equivalent) or higher level of certification. In order to be considered “equivalent”, the course must include classroom/hands-on instruction and must be accredited.
2. Documentation of Leave No Trace training
 |
| Photography Workshops | All guides must submit at minimum:1. A copy of their current American Heart Association First Aid and CPR certification (or equivalent) or higher level of certification. In order to be considered “equivalent”, the course must include classroom/hands-on instruction and must be accredited.
2. Documentation of Leave No Trace training
 |
| Road-based Commercial Tours | Applicant shall provide evidence of licensing and permitting by the appropriate jurisdiction. |

## ATTACHMENT C

### Fee Schedule and Payment Information

| **Activity** | **Application Fee** (non-refundable) | **Annual Fee** |
| --- | --- | --- |
| Guided Climbing | $100 | 3% of gross receipts for services conducted in the Monument. |
| Bicycle Tours | $100 | 3% of gross receipts for services conducted in the Monument. |
| Photography Workshops | $100 | 3% of gross receipts for services conducted in the Monument. |
| Road-based Commercial Tours | $300 | $5 of the $15 per client entrance fee will be used to cover the CUA management fee. Tour operators will not need to pay any additional per person fees. |

**Accepted Forms of Payment**

**Debit or Credit Card, bank account (ACH), or PayPal:**

To make a payment using debit or credit card, ACH, or PayPal, contact the CUA Coordinator at (307) 467-5283 x741 to set up an e-bill through Pay.gov.

**Check, cashier’s check, or money order:**

To make a payment by check or money order, make checks payable to “National Park Service” and mail to:

Fee Office

Devils Tower National Monument

PO Box 10

Devils Tower, WY 82714

## ATTACHMENT D

**SAMPLE Visitor Acknowledgment of Risk**

In consideration of the services of their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as “ ”) I agree as follows:

Although \_\_\_\_\_\_\_\_ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, \_\_\_\_\_\_\_ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. \_\_\_\_\_\_\_\_does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[enter description of risks]

I am aware that entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of

 has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature Date

Signature of Parent of Guardian, if participant is under 18 years of age

Signature Date

## ATTACHMENT E

**Climb Itinerary**

**Instructions:**

1. Submit one completed itinerary for each climb.
2. All information is required. Print clearly and legibly.

| **Company Name:** |       | **Office Phone No.** |      |
| --- | --- | --- | --- |
| **CUA No.** | IMR-DETO-       | **Cellular Phone No.** |       |
| **Scheduled date of climb:** | Click here to enter a date. |
| **Planned climb route(s):** |       |
| **Number of participants (visitors/clients) and names:** |       |
| **Is the CUA holder providing transportation to the visitors/clients for this trip? (Check one) YES [ ]  NO [ ]**  |
| **Is a cell phone part of the equipment for this trip? (Check one) YES [ ]  NO [ ]**  | **Cell Phone No.**  |       |
| **Name(s) of climbing guide(s):** (Continue on reverse if necessary) |
| **Name:** |       |  |
| **Position/Title:** |       |  |
| **Emergency Contact Name:** |       | **Work Phone No.** |       |
| **Alternate Phone No.** |       |
| **I certify that all information provided is current, accurate, and complete.** |
|       |  |       |  |       |
| (Signature) |  | Title (print) |  | Date |