**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:
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 persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. 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.
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 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](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.
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 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”.
10. Provide a description of and registration number of each vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service.
11. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by “Attachment A”.
12. 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.
13. 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).
14. Include payment of the Application/Administrative Fee $200 (see “Attachment C” – Fee Schedule and Payment Information).
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: List of Approved Services and Required Documentation

Attachment B: Insurance Requirements

Attachment C: Fee Schedule and Payment

**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 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. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at (970) 374-3020.

**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 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; 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 |
| **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 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, 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.

### SPECIAL PARK CONDITIONS

COMMERCIAL USE AUTHORIZATION

1. This authorization is applicable only for the use of the area(s) and terms designated on Page 1 of this permit.
2. The rates of the holder will not be approved by the National Park Service.
3. 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.
4. The holder and all participants authorized herein must comply with all of the conditions of the authorization including all exhibits or amendments or written directions of the park Superintendent.
5. The area(s) authorized for use under this permit must be left in substantially 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.
6. The holder shall be liable for any damages to any Government property resulting from these activities.
7. 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.
8. **INDEMNIFICATION:** The holder shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments 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 holder, his employees, subcontractors or agents under this AUTHORIZATION.
	1. The holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this AUTHORIZATION.
	2. The holder shall provide the Director with a Statement of Insurance and Certificate of Insurance at the inception of this AUTHORIZATION and annually thereafter, and shall provide the Director thirty (30) days advance written notice of any material change in the permittee's insurance program hereunder.
	3. The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever..
9. **ANNUAL REPORT:** Within sixty (60) days after the end of each year from the effective date of this permit, the permittee shall submit an annual report, **form 10-660**, which summarizes total in‑park visitor use and includes gross revenues for the year. For the purpose of this permit, gross revenues are defined as:
	1. The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit.
	2. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit. [Use of the current OMB approved survey form will be required until such time as a new form is approved. See Exhibit A.]
10. Reference in the authorization to "Superintendent" means the official in charge of a park area or authorized representative thereof.
11. **Soil Erosion:**  The holder shall take adequate measures, as directed and approved by the Superintendent, to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
12. **Amendments:** This authorization may be amended at the discretion of the Superintendent. Any exceptions to the provisions of this authorization must be approved in writing by the Superintendent.
13. **Special Provisions:** The following special provisions, in addition to applicable State laws and regulations contained in the Code of Federal Regulations (CFR) Title 36, Superintendent's Compendium, and the Archeological Protection Act, apply to all persons within park boundaries. Conviction for violation of these or any other applicable federal or state regulations whether inside or outside park boundaries by anyone holding controlling interest in the authorization during the term of the authorization could result in revocation of the authorization without a hearing.
	1. **Park Regulations:** A few of the regulations contained in the Code of Federal Regulations Title 36 which are specific to activities authorized by this authorization are listed below:
		1. 36 CFR 2.1 The destruction, injury, defacement, removal, or disturbance in any manner of any natural, historic, or archeological feature, object, or structure is prohibited.
		2. 36 CFR 2.3 Fishing shall be in accordance with state laws and regulations.
		3. 36 CFR 2.4 Possessing, using, discharging, or carrying a weapon, trap, or net is prohibited.
		4. 36 CFR 2.13 Lighting, tending, or using a fire, stove or lantern in a manner that threatens, causes damage to, or results in the burning of property, real property or park resources, or creates a public safety hazard is prohibited. Fires shall be extinguished upon termination of use. Leaving a fire unattended is prohibited.
		5. 36 CFR 2.14 Disposing of refuse in other than refuse receptacles and/or disposing of refuse in the plumbing fixtures or vaults of a toilet facility are prohibited.
		6. 36 CFR 2.22 Leaving property unattended for longer than 24 hours is prohibited.
		7. 36 CFR 2.34 Making unreasonable noise or offensive coarse utterance, gesture, or display or creating or maintaining a physically offensive condition is prohibited.

* + 1. 36 CFR 2.33
			1. A person involved in an accident resulting in personal injury or property damage exceeding $300, other than an accident reportable under 36 CFR 4.4 of this chapter, shall report the incident to the Superintendent as soon as possible. This notification does not satisfy reporting requirements imposed by applicable State law.
			2. Failure to report an incident in accordance with paragraph (1.) of this section is prohibited.
		2. 36 CFR 4.4
			1. The operator of a motor vehicle involved in a accident resulting in property damage, personal injury or death shall report the accident to the Superintendent as soon as practicable, but within 24 hours of the accident. If the operator is physically incapable of reporting the accident, an occupant of the vehicle shall report the accident to the Superintendent.
			2. A person shall not tow or move a vehicle that has been involved in a accident without first notifying the Superintendent unless position of the vehicle constitutes a hazard or prior notification is not practicable, in which case notification shall be made before the vehicle is removed from the park area.
			3. Failure to comply with a reporting requirement specified in paragraph (1.) or (2.) of this section is prohibited.
			4. The notification requirements imposed by this section do not relieve the operator and occupants of a motor vehicle involved in an accident of the responsibility to satisfy reporting requirements by State law.
1. **Permit Termination, Revocation and Suspension:** The Service may terminate, revoke, or suspend, in whole or in part, all operations under the authorization without compensation at any time for the following or other reasons:
	1. DEFAULT
	2. PROTECTION OF VISITORS
	3. PROTECTION OF AREA RESOURCES
	4. ATTEMPT TO SELL, TRANSFER, ASSIGN, OR ENCUMBER THIS AUTHORIZATION
	5. SERVICES DEEMED TO BE NO LONGER NECESSARY AND/OR APPROPRIATE
	6. JUDICIAL OR STATUTORY MANDATE OR CONVICTION FOR VIOLATION OF FEDERAL OR STATE REGULATIONS
2. **Interests in the License:** This authorization is not a saleable property. It may not be transferred, assigned, or encumbered under any circumstances. No monetary value shall be assigned nor claimed for the authorization. The holder shall notify the park within 15 days if a change is made in the officers of a corporation.
3. **Inspection:** Although the National Park Service shall not be responsible for ensuring that holder’s equipment shall be safe, equipment used, operational procedures, and services rendered shall at all times be subject to inspection by the National Park Service for safety and compliance with the terms of this authorization and quality of visitor services.
4. **Review:** The Superintendent reserves the right to review and approve any significant changes proposed by the holder in types of equipment, itinerary, special services, offered, etc.
5. **Operations and Maintenance Plan:** Operations and maintenance requirements under this authorization are attached hereto and made a part hereof. The plan may be revised at the discretion of the Superintendent.
6. **Camping:** The holder shall not camp within the boundaries of Dinosaur National Monument in conjunction with activities authorized by this Commercial Use Authorization except as approved in advance by the Superintendent.
7. **Rates**: A reduced rate will be available to a National Park Service representative accompanying the holder’s trips for management, inspection, and/or research purposes. When qualified personnel are available, the holder may arrange to have a National Park Service representative accompany trip(s) to provide interpretive aid or services; in this instance, the passenger fee shall be waived.
8. **Other Commercial Operations:** Unless specified in this authorization, operation of watercraft by the holder, in conjunction with any part of the operations covered by this authorization is prohibited within park boundaries.
9. **Storage:** Any equipment used in this operation must be stored outside the boundaries of Dinosaur National Monument or in a cargo trailer approved by the Superintendent parked at specific locations at river put-ins. All personal property stored within the cargo trailer and including the trailer itself shall be at the owner’s sole risk while on park lands. The park and its employees shall not be liable for any loss or damage to any personal property on park lands arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, acts of God, and any active or passive acts of the United States of America, its agents and any employee. Any equipment used in this operation must be stored outside the boundaries of Dinosaur National Monument or in a cargo trailer approved by the Superintendent parked at specific locations at river put-ins.
10. **Unattended Equipment:** In accordance with 36 CFR 2.22, leaving any equipment used in this operation unattended within Dinosaur National Monument for longer than 24 hours is prohibited, except for specific cargo trailers approved by the Superintendent. The National Park Service bears no responsibility for equipment left unattended. National Park Service staff and/or storage facilities shall not be used to care for unattended equipment used in conjunction with the operation. The holder agrees to indemnify, hold harmless and defend the United States of America, its agents and all employees from all claims and lawsuits (including attorney's fees and all costs) that are brought by holder and/or others arising out of holder's use of park land for storage of cargo trailer and/or personal property. The holder agrees to immediately remove the cargo trailer at the conclusion of the operating season.
11. It is expressly understood that the holder is subject to any and all special conditions (if any) attached.

### ATTACHMENT A

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

| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** |
| --- | --- |
| Equipment Rental | Copies - Valid driver license of all equipment shuttle drivers operating within Dinosaur National Monument on file in the River Office.Copies – Proper insurance minimums. |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

### 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 $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).

**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 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 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 additionally 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 C

### Fee Schedule and Payment Information

**Dinosaur National Monument 2017 Cost**

* Application Fee – Due with application $200.00
* Administrative Fee – Due when authorization is signed $300.00
* Management Fee – Due with annual report $160.00