

**UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service**

Fredericksburg and Spotsylvania NMP  
Park Contact: Rachel Dowling  
Phone Number: 540-760-7930

**COMMERCIAL USE AUTHORIZATION**

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

**1. Authorized Activity:**

**Permit Number:**

Park Alpha-Number

**Auth Date/Time:**

**2. Authorization Holder Information:**

Business Name:

**Expiration Date/Time:**

Contact Name:

Address:

**Name of Area:** (If applicable)

Phone and Fax:

**3.** The holder is hereby authorized to use the following described land or facilities in the above-named area (area must be restored to its original condition at the end of the authorization):

**4. Summary of authorized activity:** (see attached sheets for additional information and conditions)

**Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

**In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area

**5. NEPA/NHPA Compliance:**

Categorical Exclusion     EA/FONSI     EIS     Other Approved Plans    PEPC NUMBER:

**6. Reasonable fee:** (Cost recovery required at a minimum)

Application Fee:	<input checked="" type="checkbox"/> Required	Amount _____	Received _____
Administrative Fee:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount _____
Management Fee:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount _____
Market Price:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount _____
Other Fee (Facility Use Fee, Gate Access or Other):	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount _____

**7. Insurance:**

Liability:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount _____
Auto:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount _____
Boat:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount _____
Airplane:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount _____

**ISSUANCE of this authorization is subject to the conditions below.** The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

**8. SIGNATURES**

Authorization Holder:	_____	_____	_____
	Signature	Title	Date

Authorizing NPS Official:	_____	_____	_____
	Signature	Title	Date

Authorizing NPS Official: (additional if required)	_____	_____	_____
	Signature	Title	Date

## CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **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.
6. **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.
7. **CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
8. **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.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **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.
12. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.
13. **Reporting:** The holder is to provide the area Superintendent upon request 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 area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).

- 14. 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.
- 15. Minimum Wage: Minimum Wage:** The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 540-760-7930 or by going to the park CUA webpage at [Permits & Reservations - Fredericksburg & Spotsylvania National Military Park \(U.S. National Park Service\) \(nps.gov\)](#).
- 17. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 18. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.
- 19. Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

### SPECIAL PARK CONDITIONS

- 20. Accidents-** Any accident involving injury to persons or animals, or damage to U.S. Government property will be reported to a law enforcement park ranger immediately following the incident. Personal injuries requiring emergency medical service will be reported immediately. Telephone: 911
- 21. Business Solicitation-** All business solicitation engaged in will be conducted in areas external of park boundaries and jurisdiction.
- 22. Accessing Monuments and Battlefield Features-** Participants in commercial activities are not permitted to climb on or otherwise disturb cultural landscape features such as monuments (exception for those monuments with stairways), cannons, or other features including earthworks that could be damaged. In particular, the following are prohibited: Climbing over, disassembling, or otherwise disturbing established fencing and climbing over, destabilizing, or otherwise disturbing established stone walls.
- 23. Protection of Archeological Resources-** Archeological resources are the remains of past human activity and are, with few exceptions, nonrenewable. The following are prohibited:
- No person may excavate, remove, damage, or otherwise alter or deface, or attempt to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands. (43 CFR 7)
  - Climbing over, walking on, disassembling, removing, or otherwise disturbing, in whole or in part, pre-historic or historic surface or subsurface structures, shelters, facilities, or features (including, but not limited to, domestic structures, storage structures, cooking structures, ceremonial structures, artificial mounds, pits, earthworks, fortifications, rock alignments, refuse pits, burial pits or graves, hearths, middens), (43 CFR 7)
  - Ground disturbance of any kind.
  - Making available information concerning the nature and location of any archaeological resource.
  - Reference <https://www.nps.gov/history/local-law/43cfr7.htm> (43 CFR 7)

- 24. Protection of Natural Resources-** The following is prohibited:
- a. Stream or wetland crossings unless on established bridges or trails.
  - b. Feeding, touching, teasing, frightening or intentional disturbing of wildlife nesting, breeding or other activities. (36 CFR § 2.2)
  - c. Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state (i) Living or dead wildlife or fish, or the parts or products thereof, such as antlers or nests or (ii) Plants or the parts or products thereof (36 CFR § 2.1) except for select fruits, nuts, mushrooms, and berries may be gathered by hand for personal use or consumption
- 25. Bus Idling-** Engines must be shut down when parked for a period of more than 5 minutes EXCEPT: If outside temperatures reach 90 degrees or higher and passengers have elected to remain on board during an extended stop, the bus and air conditioning may be left running for the safety and well-being of the driver and passengers who remain onboard. If all passengers have departed the bus during an extended stop in high heat, drivers may start their buses 5 mins prior to the boarding process to begin cooling the vehicle ahead of the passengers return.
- 26. Parking-** Holder must ensure cars are parked on the right side of one-way avenues and that all tires remain on the paved roadway. Passenger bus parking is limited to established bus parking areas. During periods of high visitation between April and October, holders should be aware that some parking areas are very small/narrow with limited parking opportunities. Group size and associated transportation methods for commercial activities should be planned appropriately and not exclude general park visitors from being able to access the area/parking area or block traffic.
- 27. Educational Programs-** Programs cannot interfere with Fredericksburg & Spotsylvania NMP interpretive programs. Please conduct your programs at a respectful distance from Park programs. Holder cannot block public access or interfere with normal visitor use.
- 28. Vehicle Use-** All laws and regulations governing traffic of the Commonwealth of Virginia apply on park roads.
- a. Operating a vehicle off established roadways is prohibited.
  - b. The maximum speed limit is 35 mph on park roads, except for where 20 and 25 mph is posted as the maximum safe speed.
  - c. A valid driver's license and vehicle registration must be displayed upon the request of any Law Enforcement Ranger while on park property.
  - d. Any damages to U. S. Government property because of the above-described vehicle use shall be repaired to the satisfaction of the Superintendent. All national park roads used by vehicles represented by this permit must be in the same condition or better from the date this permit is issued to after use of National Park roads is complete by the permittee and their subcontractors. All damage to park roads caused by permitted vehicle use is the responsibility of the permittee. Any displaced gravel or potholes caused by the permittee and their representatives must be addressed and corrected by the permittee in a timely manner.
  - e. Any hazardous material spills or leaks, including fuel or chemicals, must be reported to Fredericksburg and Spotsylvania National Military Park immediately regardless as to the size of the spill.
  - f. No vegetation may be cut or otherwise disturbed by the permittee unless authorized by the Natural Resources division of the park. This includes trees, tree branches, and roadside natural vegetation.
  - g. All vehicles must meet all state regulations and have current inspections and emissions. They must be in good working order.
  - h. The permittee is responsible for the vehicle use of all contractors and sub-contractors related to this permit. This includes fiduciary responsibility for damage done to roads, lands, or vegetation committed by any representative of the permittee.