Refer to application instructions at the end of this application. 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** [ ]  *List all parks and services provided.*

**3.** Applicant’s Legal Business Name:[*Include any additional names (DBA) under which you will operate.]*

**4. Owner and** Authorized Agents:*(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

**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

[ ]  Corporation

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

[ ]  Other

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

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

**9.** Liability Insurance**:**

 Provide proof of liability 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 or other types of liability insurance; see Park-Specific CUA Insurance Requirements (“Attachment A”).

1. Will your business operate vehicles/vessels/aircraft within NPS boundaries?

Yes [ ]  No [ ]

*Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If “Yes,” please give a description of each vehicle. Use additional paper, if necessary.*

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

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

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

**11. Additionally Required Documentation:**

 Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in “Attachment B”.

**12. DOI Employment:**

 Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

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

Employee Name:       Title:

Bureau or Office where employed:

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, https://www.doi.gov/ethics.

**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 Fee as outlined in Attachment B.

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.*

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.

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.

**COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS**

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

*Outdoor skills training, bird watching, minor boat repair, fitness training or instruction, organized field sports, loading/unloading passengers. Each service is subject to location restrictions within park.*

If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.

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 owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
4. Provide contact information for both the main season and the off-season. 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 state, 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 you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased 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). You may be subject to additional insurance requirements. Refer to “Attachment A”.
9. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
10. Provide copies of additional documentation as required by “Attachment B”.
11. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.
12. Provide details 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. Do not include minor traffic tickets.
13. Payment of the Application and Administrative Fees - $200.00. See “Attachment ” B.
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, Additionally Required Documentation, and Fee Information

**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 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:** 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 (703)403-0438 or by going to the park CUA webpage at GWMP\_Commercial\_Services@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

COMMERCIAL USE AUTHORIZATION

1. **BUSINESS OPERATIONS.** This authorization does not authorize the holder to advertise, solicit business, barter, and/or collect fees on lands owned and controlled by the United States unless specifically authorized in Form 10-115, Section 4 “Summary of authorized activity”.
2. **FEE AREAS.** Holder is responsible for providing participants information regarding Park entrance and parking fees. Holder and participants are required to pay Park entrance fees and parking meter fees in designated Fee Areas.
3. **PARKING.** Parking is permitted only in designated parking areas/spaces unless otherwise identified in this authorization. All parking spaces must remain open on a first come, first use basis.
4. **COMPANY IDENTIFICATION.** Holder must visibly identify the company for which he/she works while conducting activities on Park property (e.g., hat logo, embroidered shirt, or other similar method). Clothing, hats and similar apparel worn by Holder are not considered advertising as identified in Special Park Condition #1 “Business Operations”.
5. **EMPLOYEE RESPONSIBILITY.** Holder shall ensure that all employees entering the park are informed of all of the conditions of this authorization. Holder may be cited for any authorization violations committed by their employees. A copy of this authorization must be on-hand during all activities conducted within Park jurisdiction.
6. **BEHAVIOR, CONDUCT AND SAFETY.** Holder is required to exercise courtesy and consideration in their relations with the public, NPS employees, volunteers, and 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 experience, enjoyment, and protection of visitors and stewards of public land. 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 Superintendent. The Holder must, at all times, conduct activities so as to ensure the safety of Park visitors.
7. **ORIENTATION.** Holder must provide an orientation to clients for the proposed itinerary and be capable of revising the itinerary for the group or an individual if an emergency situation occurs. The orientation must include acknowledgment of the Park location, Leave No Trace principles (as found at https://www.nps.gov/gwmp/planyourvisit/trashfree.htm), Park rules/regulations, and safety/emergency procedures.
8. **MINORS.** For any minors who are not accompanied by a parent or guardian, Holder will have signed medical, parental/guardian release forms that will authorize such minor's emergency medical treatment. The signed medical releases must be on-site with the group leader(s). Emergency Procedures Plan (EPP) will be present and accessible to everyone in the group.
9. **SEPARATED PASSENGERS/RESCUES.** Holder is responsible for providing participants with necessary information to locate or contact their group if they become delayed or separated. Holder 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 or missing clients must be reported to the National Capital Region Communications Center 866.677.6677, even if a call to 911 has already been placed.
10. **AREA USE.** This authorization is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein. Removal or disturbance of natural, cultural and historical resources is prohibited (e.g., pruning, trimming or cutting of vegetation, removal of soil or stone, or similar activities).
11. **DAMAGES.** Holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Holder is authorized to make of the land described in this authorization. The Holder is responsible for, and will be charged for, any costs incurred by the National Park Service to repair/rehabilitate any damages occurring to the Park's natural, cultural, and historic resources by this authorization.
12. **HEALTH AND SANITATION.** Holder will comply with applicable public health and sanitation standards and codes. Holder will promptly report information about any outbreaks of illness, whether employees or guests, to the Public Health Consultant at 202.641.5495. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify potential illnesses caused by contaminated water/food sources or by other adverse environmental conditions.
13. **NONEXCLUSIVE AUTHORIZATION.** Holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the Holder a preferential or exclusive right to conduct business in any NPS administered area. The National Park Service will not authorize the closing of a Park area to the public or permit the hampering of normal travel and use by the general public to accommodate this activity. Holder must ensure that all public access points within the Park remain open and unobstructed from activities authorized within this authorization.
14. **LIABILITY INSURANCE LAPSE OR CANCELLATION.** This authorization is suspended immediately if a lapse or cancellation of the Holders liability insurance were to occur.
15. **FIREARMS.** Holder and their employees are prohibited from carrying firearms while conducting business under this Authorization within the Park.
16. **REFUSE.** Federal regulations (36 CFR 2.14) require the proper disposal of refuse.
17. **ACCIDENTS/INCIDENTS.** Holder is required to immediately report any incidents or accidents that take place which involve injury and/or local jurisdiction emergency response. Initial notification will be made to National Capital Region Communications Center 866.677.6677, even if a call to 911 has already been placed. A written report regarding all accidents or incidents requiring emergency response must be submitted to the Park Concessions Management Specialist within 2 business days.
18. **VEHICULAR TRAFFIC.** Vehicles 10,000 lbs GVWR or under supporting the authorized activities herein may be used on all Park roads open to the public. Vehicles exceeding 10,000 lbs GVWR may require additional permitting. Please contact GWMP\_Commercial\_Services@nps.gov for site specific restrictions, information and requirements.
19. **PARK CLOSURES.** Holder shall not use area when activities may damage Park resources or when closed to the public (e.g., inclement weather, soft ground, flood conditions, repairs, construction, or similar temporary/permanent closures).
20. **THIRD PARTY OPERATIONS.** This authorization is granted solely to the Holder named herein. Transfer of this authorization to third party operators, independent contractors, and/or other similar agents not employed by the Holder is prohibited. Third party operators, independent contractors, or other similar agents not directly employed by Holder must obtain separate authorization(s) from the Park.
21. **ANNUAL REPORT.** Within thirty (30) days after December 31 of each partial or full calendar year of operation, the Holder shall submit an annual report which summarizes total in-Park visitor use and includes gross revenues for the reporting period. For the purpose of this authorization, gross revenues are defined as:
22. 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 authorization. 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 authorization.
23. 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 authorization.

**THIS AREA INTENTIONALLY LEFT BLANK**

**Activity Specific Provisions-Passenger Loading/Unloading (for Water Taxi/Tourboat/Amphibious Vehicles/Charter Cruises)**

**In addition to Special Park Conditions 1-21 above, it is expressly understood that the Holder is subject to the following Activity Specific Provisions:**

1. Docking is limited to locations, times, and docks specified in Form 10-115, Section 3.
2. No overnight docking is permitted.
3. Boats/Vessels must pass United States Coast Guard (USCG) inspections and be operated by USCG licensed captains whose licenses meet or exceed USCG requirements for the class/size of vessel being operated.
4. Holder is prohibited from selling food, beverage or merchandise on vessel while docked.
5. Holder is prohibited from fueling vessel(s) while passengers are aboard, boarding/deboarding, and/or on the dock awaiting to board.
6. Holders or their patrons found accessing the Potomac river and tributaries via NPS property for purposes of swimming, wading, bathing, diving or similar uses involving direct contact with the water shall have their CUAs revoked or suspended at the discretion of the Superintendent, 36 CFR 7.96(e).
7. This authorization in no way implies written NPS approval or authorization for Holder to conduct activities in areas not under jurisdiction of NPS. Holder shall acquire additional authorizations from applicable jurisdictions as necessary. Special Note: The Potomac River is not under jurisdiction of NPS (with some limited exceptions).
8. In addition to activity specific provisions 1-7 above, activities using concessioner assigned areas (as specified in 10-115, Section 3) must abide by the following additional requirements:
	1. Holder must obtain written concessioner approval for usage of any/all concessioner assigned areas (map provided upon request).
	2. Concessions Fees (e.g., launch, use, administrative, and maintenance fees) must be paid where required by the concessioner.
	3. Holder must adhere to all terms and conditions set forth by concessioner (e.g., dock times, schedules, frequency, vessel size, etc.).

**Activity Specific Provisions-Land Based Guided Tours (Hiking, Biking, Wildlife, Photography, Walking Tours)**

**In addition to Special Park Conditions 1-21 above, it is expressly understood that the Holder is subject to the following Activity Specific Provisions:**

1. Group size is limited 15 people, including guides/instructors. Multiple groups are permitted, but must be dispersed, throughout the Park area or separated by 30-minute intervals. Group sizes may be further limited in designated areas as determined by the Superintendent.
2. A minimum of 1 certified instructor/guide is required per group at all times.
3. Holder and clients must yield the right-of-way to vehicular traffic (where indicated), other pedestrians, and horses (if applicable).
4. Holder is not permitted to lead tours within facilities staffed by NPS Employees, Volunteers, or other Agents acting on behalf of NPS.
5. Holder and clients may participate in, but not interfere with, regularly scheduled programs lead by NPS Employees, Volunteers or other Agents acting on behalf of NPS.
6. In addition to activity specific provisions 1-5 above, Bicyclists:
	1. Must wear a bicycle helmet when riding. Helmets must meet or exceed standards set by the Consumer Product Safety Commission.
	2. Must ride single file and on the right-hand side at all times, except when passing.
	3. Shall not exceed 15 miles per hour.
	4. Shall yield the right-of-way to vehicular traffic where indicated.
	5. Shall yield the right-of-way to pedestrians and/or horses, if applicable.
	6. Are prohibited from riding at night or during low visibility.
	7. Must have an appropriate sound producing device that will be sounded when approaching 100 feet of a pedestrian. The human voice is not included as an appropriate sound producing device.
	8. Must dismount and walk bicycles where indicated.
	9. Must remain on trails/areas indicated in Form 10-115, Section 3.

**Activity Specific Provisions-Fitness and Educational Activities (except Rock Climbing)**

**In addition to Special Park Conditions 1-21 above, it is expressly understood that the Holder is subject to the following Activity Specific Provisions:**

1. Group size is limited 15 people, including guides/instructors. Multiple groups are permitted, but must be dispersed, throughout the Park or separated by 30-minute intervals. Group sizes may be further limited in designated areas as determined by the Superintendent.
2. A minimum of 1 certified instructor/guide is required per group at all times.
3. Holder is not permitted to lead tours within facilities staffed by NPS Employees, Volunteers, or other Agents acting on behalf of NPS.
4. Holder and clients may participate in, but not interfere with, regularly scheduled programs lead by NPS Employees, Volunteers or other Agents acting on behalf of NPS.
5. All supplies and equipment supporting the activity must be removed from the area by the evening of the same day as the activity.
6. Instructors and participants must remain a minimum 20’ distance from Mt. Vernon Trail while conducting authorized activities unless otherwise noted in Form 10-115, Section 3.
7. This authorization in no way implies written NPS approval or authorization for Holder to conduct activities in areas not under jurisdiction of NPS. Holder shall acquire additional authorizations from applicable jurisdictions as necessary. Special Note: The Potomac River is not under jurisdiction of NPS.

**Activity Specific Provisions-Rock Climbing**

**In addition to Special Park Conditions 1-21 above, it is expressly understood that the Holder is subject to the following Activity Specific Provisions:**

1. Safety - All climbing equipment must meet industry safety standards, be in good working order, and be inspected prior to each trip by the Holder. All Instructors and students will be reasonably instructed by the Holder regarding safe and appropriate climbing techniques. They shall wear appropriate safety equipment while actively engaged in climbing, rappelling, belaying activity or if they are in a rock fall zone. Minimum safety equipment is to include a helmet, climbing harness (or equivalent device), communications (cell phone; minimum of 1 phone per group), and a group first aid kit (one per group). Climbing harness will be worn when rappelling and/or climbing, although this does not include requiring the wearing of a harness while bouldering. Helmets must be sized to fit the individual and must be worn. A useful reference is "Leave No Trace Rock Climbing Skills & Ethics”.
2. Instructors Training - Climbing instructors shall be competent and adequately trained and the Permit holder use of instructors under this permit constitutes the Permit holder's attestation to this fact. Instructor's training records are to be maintained by the Permit holder and available for review by the National Park Service upon request. Appropriate training can include certification through the American Mountain Guide Association (AMGA), Professional Climbing Guides Institute (PCGI), Professional Climbing Instructors Association (PCIA), or in-house training that meets Industry Standards.
3. Instructor-Student Ratio - All groups will maintain an Industry Standard maximum ratio of **1 instructor per six (1:6)** students during direct supervision of an active belay or rappel site. An example of this would be one instructor at the bottom of the climbing route with no more than 6 participants who will be climbing or one instructor at the top supervising no more than 6 participants engaged in rappelling.
4. Pre-Rigging - Every effort should be made to set up climbs shortly before their intended use and under no circumstance can they be reserved while not in use, to prevent the perception that an area is unavailable or reserved for climbing. To that end, no pre-rigging may occur more than 45 minutes prior to the group's arrival. Pre-rigging is defined as the establishment of anchor points, the placement of rope(s), and/or the pre-positioning of equipment within twenty feet of the cliff edge.
5. Monitoring - The Holder may be monitored periodically by the National Park Service to ensure compliance to permit conditions. The Holder shall, upon notification by the National Park Service, immediately correct all deficiencies noted.
6. Soil Erosion and Resource Protection - 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. Holder and group are required to stay on delineated and/or maintained trails. Destroying, digging, removing, or possessing any tree, shrub, other plant, and the "cleaning" of a route or anchor-point area, is prohibited. Placement of a fixed anchor or fixed equipment is prohibited. Instructors and climbers shall minimize activities that occur on soil surfaces surrounding anchor points and cliff top staging areas to avoid soil compaction. As research and studies provide new information concerning best resource protection and soil erosion prevention practices, additional standards may be incorporated in future permits.
7. Trees as anchor points - Using trees as anchor points may cause damage up to and including the death of the tree if anchors are poorly situated. As such, anchoring principles and practices should reflect "Best industry practices," that focuses on minimizing damage to the tree while providing a safe anchoring system. This requires that any anchor points shall be placed as close to the tree's base as is possible. Methods for redirecting through a second higher anchor point which does not create substantial levering force on a tree is acceptable. Tree roots and dead trees are unacceptable as anchor points and shall not serve in that function. Trees, in order to serve as an anchor point, must have a minimum circumference measurement 12" at the anchor point. Trees which do not meet this minimum circumference measurement shall not be used.

**Activity Specific Provisions-Launching/Retrieving Nonmotorized Vessels**

**In addition to Special Park Conditions 1-21 above, it is expressly understood that the Holder is subject to the following Activity Specific Provisions:**

1. River activities in Maryland must be in accordance with Title 08 Maryland Department of Natural Resources, Subtitle 06 Recreational Water Uses, Chapter 01 Potomac River Safety COMAR regulations. This Commercial Use Authorization in no way implies written approval or authorization by NPS, George Washington Memorial Parkway to conduct “swimming or wading as part of a training course” as described in COMAR 08.06.01.04A. CUA holders should contact Maryland DNR for written approval regarding “swimming or wading as a part of a training course” as defined in COMAR 08.06.01.02 and as referenced in COMAR 08.06.01.04B.
2. Holders or their patrons found accessing the Potomac river and tributaries via NPS property for purposes of swimming, wading, bathing, diving or similar uses involving direct contact with the water shall have their CUAs revoked or suspended at the discretion of the Superintendent, 36 CFR 7.96(e).
3. All signs, kayaks, rafts, canoes, paddleboards, paddles and related equipment must be removed from the area by the evening of the same day as the activities.
4. When local, state, or federal agencies declare the river “unsafe for recreational use,” the National Park Service reserves the right to close boat ramps and river access points. Outfitters may retrieve clients from the river as necessary.
5. This authorization in no way implies written NPS approval or authorization for Holder to conduct activities in areas not under jurisdiction of NPS. Holder shall acquire additional authorization(s) from applicable jurisdiction(s) as necessary. Special Note: The Potomac River is not under jurisdiction of NPS (with some limited exceptions).
6. In addition to activity specific provisions 1-5 above, activities using concessioner assigned areas (as specified in 10-115, Section 3) must abide by the following additional requirements:
	1. Holder must obtain written concessioner approval for usage of any/all concessioner assigned areas (map provided upon request).
	2. Concessions Fees (e.g., launch, use, administrative, and maintenance fees) must be paid where required by the concessioner.
	3. Holder must adhere to all terms and conditions set forth by concessioner (e.g., dock times, schedules, frequency, vessel size).

**Activity Specific Provisions-Minor Boat Maintenance and Repair**

**In addition to Special Park Conditions 1-21 above, it is expressly understood that the Holder is subject to the following Activity Specific Provisions:**

1. Holder must obtain written concessioner approval for usage of any/all concessioner assigned areas (map provided upon request).
2. Concessions Fees (e.g., launch, use, administrative, and maintenance fees) must be paid where required by the concessioner.
3. All boat maintenance/repair related vehicles, tools and equipment must be removed from the area on the same day as the maintenance/repair activities occur. No overnight parking or long-term parking is permitted.
4. This authorization in no way implies written NPS approval or authorization for Holder to conduct activities in areas not under jurisdiction of NPS. Holder shall acquire additional authorization(s) from applicable jurisdiction(s) as necessary. Special Note: The Potomac River is not under jurisdiction of NPS.

## 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 commercial general liability insurance is $1 million per occurrence. 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). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

**Other Required Insurance**

**Commercial Auto Liability Insurance** is required if a CUA holder transports passengers or uses owned/leased/rented vehicles in the performance of the service in the park. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance.The minimum Commercial Auto Liability Insurance for interstate passenger transport is:

| **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 |

CUA holders authorized to transport passengers aboard or use in the park an owned/rented/leased maritime vessel are required to have **P&I Vessel Insurance**. The minimum P&I Vessel Insurance is $1,000,000.00.

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum Property Insurance for use of GWMP park land is $1,000,000.00.

**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

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## ATTACHMENT B

**List of Approved Service, Additionally Required Documentation, and Fee Information**

|  |  |  |
| --- | --- | --- |
| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** | **REQUIRED CUA FEES** |
| Water Taxis / Tourboats / Amphibious Vehicles / Charter Cruises: Loading and Unloading of Passengers only | Certificate of Insurance (per Attachment A)Written concessioner approval for usage of any/all concessioner assigned areasSafety Plan (including emergency procedures, contacts, communications equipment, first aid equipment, employee safety training procedures)US Coast Guard Certifications (Vessel Documentation/Inspection, Captains/OUPV license)CPR/First Aid CertificationCDL and/or Driver’s Licenses (if transporting guests through Park property via bus/van)Pay.Gov Payment Verification | * Nonrefundable, advance payment of $200.00 ($100 application fee + $100 administrative fee)
* Each separate vessel requires an additional $200 application fee (i.e., if three boats are to be authorized within this application, then $600 must be remitted in advance)
* An electronic bill will be emailed to you upon receipt of your complete application package. Once all fees are paid online at Pay.Gov, then applications will be processed.
* Authorizations are issued on a calendar year basis and expire on 12/31 each year (regardless of the application date).
 |
| * Land-based Guided Tours (e.g., hiking, bicycling, wildlife, photography, walking tours)
* Fitness and Educational Activities
* Rock Climbing
* Non-motorized Water-based Guided Tours (e.g., canoeing, kayaking, paddleboarding)
 | Certificate of Insurance (per Attachment A)Written concessioner approval for usage of any/all concessioner assigned areasSafety Plan (including emergency procedures, contacts, communications equipment, first aid equipment, employee safety training procedures)Instructor/Guide Certification(s)CPR/First Aid CertificationCDL and/or Driver’s Licenses (if transporting guests through Park property via bus/van)Pay.Gov Payment Verification | * Nonrefundable, advance payment of $200.00 ($100 application fee + $100 administrative fee)
* An electronic bill will be emailed to you upon receipt of your complete application package. Once all fees are paid online at Pay.Gov, then applications will be processed.
* Authorizations are issued on a calendar year basis and expire on 12/31 each year (regardless of the application date).
 |
| Minor Boat Maintenance and Repairs | Certificate of Insurance (per Attachment A)Written concessioner approval for usage of any/all concessioner assigned areasSafety Plan (including emergency procedures, contacts, communications equipment, first aid equipment, employee safety training procedures)Occupational Certifications (if applicable)CDL and/or Driver’s LicensesPay.Gov Payment Verification | * Nonrefundable, advance payment of $200.00 ($100 application fee + $100 administrative fee)
* An electronic bill will be emailed to you upon receipt of your complete application package. Once all fees are paid online at Pay.Gov, then applications will be processed.
* Authorizations are issued on a calendar year basis and expire on 12/31 each year (regardless of the application date).
 |

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