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** [ ]  *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. 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:

• Guided hiking

• Guided backpacking / camping

• Environmental Education

• Transportation of visitors by motor vehicle

• Guided road bike tours

• Guided kayak tours

• Guided kayak tours with camping on Tomales Bay

• Kayak outfitting

• Sailing tours

• Photography workshop

**Provide detailed information about planned activities in the park *[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).***

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. Include payment of the Application Fee - $150.00 [Pay.gov - Point Reyes NS Commercial Use Authorization Fees](https://www.pay.gov/public/form/start/78199830)
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

**Additional Information:** The National Park Service has terms and conditions on all commercial service agreements. The following ***standard 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.

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: The 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. The 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 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: pore\_special\_park\_uses@nps.gov or by going to the park CUA webpage at:* [*https://www.nps.gov/pore/planyourvisit/permitsandreservations.htm*](https://www.nps.gov/pore/planyourvisit/permitsandreservations.htm)
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*

1. ***Insurance***
	1. *The Holder shall purchase, at a minimum, the types and amounts of insurance limits that the Superintendent may require during the term of this Authorization. Insurance requirements must conform to the established requirements of NPS-48B.*
	2. *The holder shall provide the Superintendent with a Certificate of Insurance at the inception of this Authorization and annually thereafter and shall provide the Superintendent thirty (30) days advance written notice of any material change in the holder's insurance program hereunder.*
	3. *Worker's compensation - in accordance with California law.*
	4. *General Liability - The holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than $1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.*
	5. ***All liability policies shall specify that the insurance company shall provide that the United State of America (Department of the Interior, National Park Service) is named as an additional insured.***
	6. *The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amount if such prove to be inadequate or otherwise insufficient for any reason whatsoever.*
2. ***Annual report***
	1. *Within thirty (30) days after the end of each year from the effective date of this Authorization, the holder shall submit an annual report using NPS Form 10-660, which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this Authorization, 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 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.*
		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 Authorization.*

1. ***Rates and promotional material***
2. *A schedule of current rates to be charged by holder for services furnished or goods sold pursuant to the Authorization contained herein shall be filed annually with the Superintendent. A copy of any promotional material describing the services offered shall be provided to the Superintendent.*
3. *The holder shall ensure that information provided to visitors through tour leaders, brochures, literature, or advertising is accurate and reflects the most current information available to depict park flora, fauna, culture, and history. Advertising for the Authorized activity shall not state or imply endorsement by the National Park Service.*
4. *This Authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on the lands owned and controlled by the United States*
5. *CUA Fees*

*a) Administrative costs for the application process must be paid when the application is submitted.*

*b) The park charges a market price management fee based upon a percentage of gross receipts Holder earns from park-dependent operations. Holder will pay a market price management fee based upon a percentage of gross receipts a CUA holder earns from park-dependent operations. See attached schedule. The holder shall pay the market price fee annually*

*c) 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.*

1. ***Cost Recovery (Delete if not applicable)***

*a) Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid within 2 weeks following each tour. A permit monitor will be assigned for each tour at a cost of approximately $55.00 per hour. Holder will be issued a bill via Pay.Gov at the conclusion of each tour for any cost recovery including the permit monitor fees and will remit payment via Pay.Gov.*

1. ***Non-exclusive authorization***

*This Authorization shall not be construed as limiting the obligation of the Superintendent to issue similar Authorizations at the request of other persons seeking to conduct the same or similar activities in the area. No preferential right of renewal is created by this authorization.*

1. ***Safety***
	1. *The holder shall take every reasonable precaution to ensure the safety of its clientele, its employees, park visitors and park employees. The holder is responsible for the competency of its employees in terms of ensuring that they possess the requisite knowledge, training and ability to conduct the activities that are the subject matter of this authorization.*
	2. *The holder is responsible for communicating all rules and regulations to its employees and clients and ensuring their compliance.*
	3. *The holder is required to make a report of ANY personal injury and/or property damage incident occurring within the park involving the holder vehicles, clientele, employees and/or third parties. The report must be made at the first available opportunity before leaving the park. A report will consist of a verbal description of the incident given to a park ranger. If a park ranger is unavailable, a brief written report stating the basics of the incident: who, what, where, when and how may be left at the nearest ranger station or the park dispatch office.*
	4. *The holder must cooperate with any National Park Service investigation of an incident.*
	5. *The holder will comply with applicable public health and sanitation standards and codes*
2. ***Closed areas***
	1. *The holder will observe any areas with resource protection fencing and will ensure all participants keep at least 25 feet away from fenced areas.*
	2. *The holder will keep current on closures within the park and ensure compliance with any closure order. Below is a partial list of closed areas. A complete list of closures can be found in the Superintendent’s Compendium and at the Park’s website:* [*Superintendent's Compendium - Point Reyes National Seashore (U.S. National Park Service) (nps.gov)*](https://www.nps.gov/pore/learn/management/lawsandpolicies_superintendents_compendium.htm)[*Closures at Point Reyes - Point Reyes National Seashore (U.S. National Park Service) (nps.gov)*](https://www.nps.gov/pore/planyourvisit/closures.htm)
		1. *Drakes Beach/Estero*
	* *The entire Drakes Estero is closed to boating, canoeing, or kayaking from* ***March 1 to June 30*** *for the seal pupping season.*
	* *During other months of the year, remember that haul-out sites are sensitive, use caution and keep your distance.*
	* *Seal disturbance may cause revocation of this Authorization. (50 CFR 216.3; 36 CFR 1.5(b)(iii), 2.2(a)(2))*
		1. *Pelican Point*
* *This area is closed for day and overnight use for resource protection purposes. This closure is year-round.*
	+ 1. *Hog Island (for information only, use not authorized under this document)*
* *The East Side of Hog Island is closed to all use as it serves both as a roost for the endangered Brown Pelican and as a haul out area for harbor seals.*
* ***All of Hog Island is closed from March 1st to July 31st of each year for seabird nesting.***
* *The West Side of Hog Island is open to day use only from August 1st to February 28th (29th) of each year.*
* *Hog Island is closed to all overnight camping.*
* *No dogs are allowed on the island.*
* *All human waste and garbage must be packed off the island.*
	1. *The holder will keep current on trail conditions within the park and comply with any trail closures or safety advisories listed at:* [*Trail Advisories and Closures - Point Reyes National Seashore (U.S. National Park Service) (nps.gov)*](https://www.nps.gov/pore/planyourvisit/hiking_trail_advisories.htm)
1. ***Wildlife (general)***
	1. *Harbor seals and other pinnipeds need to haul out for several hours every day to rest. Give them a* ***berth of at least 300 feet*** *when the seals are on land and 50 feet in the water. The Marine Mammal Protection Act of 1972 prohibits the disturbance of marine mammals. It includes a prohibition against any act of pursuit, torment or annoyance that has the potential to injure or disturb a marine mammal or marine mammal stock in the wild by causing disruption of behavioral patterns, including, but not limited to, migration, breathing, nursing, breeding, feeding, or sheltering. (16 USC 1362, 16 USC 1372).*
	2. *During summer, fall and winter months, Brown Pelicans, a federally listed endangered species, roost on islands and floats. They also rest on shore. Permit holder will ensure individual associated with their tours maintain a distance of at least 200 feet away from them. Brown Pelicans are protected under the Endangered Species Act and any disturbance, including flushing them, is prohibited.*
	3. *Other seabirds protected by the Migratory Bird Treaty Act include: Common Murres, Cormorants and Western Gulls. Avoid disturbing any areas where these birds may be resting or feeding.*
2. ***TULE ELK CALVING/RUT AREAS***
	1. *The Tule elk herd has several areas used primarily for calving. These locations generally provide a resting area for the nursing elk and their calves. Permit holders must use hiking, kayaking, and/or camping routes that avoid areas near Avalis Beach and White Gulch drainages and use the alternative routes identified in the attached maps.*
3. ***CAMPING – GENERAL (if authorized on the face of this CUA)***
	1. *Backcountry (hike-in) camping in the park is by permit only at designated backcountry campsites. The sites are located at the following designated campgrounds: Coast Camp, Sky Camp, Wildcat Camp, and Glen Camp.*
	2. *Camping permits must be displayed at the campsite while camping in the park.*
	3. *The holder is responsible for making all campground reservations and paying associated camping fees.*
	4. *Campground reservations may be made through www.recreation.gov or by calling 877-444-6777.*
	5. *Issuance of this Authorization in no way conveys preferential rights nor waives associated fees.*
	6. *The holder is responsible for ensuring proper sanitation practices are followed and trails and campgrounds utilized by its clients are kept clean and free from garbage and trash. All waste must be disposed of in appropriate receptacles or packed out with the party and disposed of properly.*
	7. *The holder is responsible for ensuring proper food storage.*
4. ***CAMPING – TOMALES BAY (if authorized on the face of this CUA)***
	1. *Minimum impact camping on the west shore of Tomales Bay, with the exception of Tomales Bay State Park, is by reservation and permit only.*
	2. *The holder will be responsible for making all camping reservations, paying associated fees and complying with all conditions and park regulations.*
	3. *Camping permits must be displayed at the campsite while camping in the park.*
	4. *Access to these sites for camping is by boat only.*
	5. *Marshall and Tomales Beaches are the only locations with permanent vault toilets. At all other locations, The holder is responsible for packing out all human waste and garbage. The holder is responsible for ensuring proper disposal of all human waste and garbage. Disposal must take place outside of the boundaries of Point Reyes National Seashore.*
	6. *The holder is responsible for adhering to all fire guidelines (see "Fire Regulations" attached to each fire permit).*
5. ***Fire and beach fire permits***
	1. *Permits are required for all fires within the park (including beach fires along Tomales Bay).*
	2. *A fire permit will be included with each camping permit issued from the Bear Valley Visitor Center camping reservation desk.*
6. ***Food service and sanitation***
	1. *Food service, if provided by the holder, must meet State of California or U.S. Public Health Service standards.*
	2. *The holder is responsible for ensuring proper disposal of all human waste and garbage. Disposal must take place outside of the boundaries of Point Reyes National Seashore.*
7. ***Emergency calls***
	1. *Most cellular "911" phone calls are routed to the Marin County Sheriff’s Office Dispatch however some calls are routed through the California Highway Patrol dispatch offices located near Vallejo, California. When reporting an emergency within the park, please advise the dispatcher that your call should be transferred to the Marin County Sheriff's Office Dispatch. Personnel associated with the Marin County Office are familiar with our area and can readily dispatch a Park Ranger or Sheriff's Deputy to respond to emergencies within the park.*
	2. *In a marine emergency, the U.S. Coast Guard Station in Bodega Bay can be contacted on VHF Channel 16.*
8. ***Identification***
	1. *A Company name and/or logo shall be marked on the left side stern of all kayaks or canoes as identification.*
9. ***Covid-19***

*a) The holder shall comply with all requirements of applicable federal, state, county and municipal laws, ordinances, regulations, codes and guidance regarding COVID-19. Public Health Information for the Park Partner Community including The holder can be found at:* [*Public Health Information for the Park Partner Community - Partnerships (U.S. National Park Service) (nps.gov)*](https://www.nps.gov/subjects/partnerships/publichealthforpartners.htm)*.The holder is responsible for following their local county and state health orders, as well as those of the county in which the permitted activity will take place.*

*b) All permits are subject to local, state, and federal health orders and may be revoked based on those changes to those orders.*

## 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 1,000,000.00. 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 in the performance of the service in the park owned/leased/rented vehicles. 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 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 vessel are required to have **P&I Vessel Insurance**. The minimum P&I Vessel Insurance is 1,000,000,.00.

CUA holders authorized to transport passengers or use in the park an owned/rented/leased aircraft are required to obtain **Aircraft Liability Insurance**. The minimum Aircraft Liability Insurance is (N/A).

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum Property Insurance for use of (N/A) is (N/A).

**Insurance Company Minimum Standards**

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best’s Financial Size Category of at least VII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

**Proof of Insurance Submission**

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

* Be written in English with monetary amounts reflected in USD
* Reflect that insurance coverage is effective at time of CUA Application submission
* Name as insured the business or person that is providing the service
* Name the United States as additional insured
* Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
* Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
* Include insurance provider rating or provide in separate document

**ATTACHMENT B**

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

|  |  |  |
| --- | --- | --- |
| **Authorized Commercial Service** | **REQUIRED DOCUMENTATION** | **REQUIRED CUA FEE** |
| Guided Services education/instruction, and other recreation activities including, guided hiking, backpacking, camping, road bike tours, kayak tours, kayak tours with Camping on Tomales Bay, kayak outfitting, sailing tours, photography workshop | 1. CUA Application NPS Form 10-550 with original signature 2. Annual Survey NPS Form 10-660 for last year of operation in the park3. Certificate of Insurance listing “The United States of America, National Park Service, Point Reyes National Seashore” as Additional Insured. 4. Application fees payable at pay.gov.5. For new applicants: Business Operating Plan | Application Fee: $100 Management Fee: see table |

Market Price Management Fee

Market Price Management Fee is based upon a percentage of the gross receipts (see table below) earned from business in the Park. 100% of CUA fees paid remain at the Park and are used to fund oversight of the program, operational checks on operator performance, and projects that benefit CUA holders and access to the Park.A non-refundable $150 application fee is required when an CUA application is submitted to the park ($50 for certified non-profit organizations.) If gross receipts are $5,000 or less the $150 application fee be the only Management Fee collected for that business.

|  |  |
| --- | --- |
|  <$250,000  | 3% of gross receipts (minus application fee)  |
| $250,000 to $500,000  | 4% of gross receipts (minus application fee)  |
| >$500,000  | 5% of gross receipts (minus application fee)  |

As an example of the above is a fee chart: if a CUA holder earns $750,000 in gross revenue as a result of doing business authorized by the CUA. The NPS will charge 3% of gross receipts up to $250,000, 4% for the next $250,000, and 5% for the remaining $250,000, for a total CUA management fee of $30,000, minus the application fee.

The CUA holder will deduct the $150 application fee from the percentage of gross receipts before remitting at the end of the season. If the calculated market price fee is less than the application fee, there will be nothing further due, and the NPS will retain the application fee.

The application fee is paid via Pay.Gov when the application is submitted. The Market Price Management Fee will be assessed and collected at the end of the season based on the mandatory CUA Annual Report (0MB 10-660). This fee will also be paid via Pay.Gov.