

## INSTRUCTIONS



### COMMERCIAL USE AUTHORIZATION APPLICATION

#### Devils Postpile National Monument

PO Box 3999  
Mammoth Lakes, CA 93546  
Isaac Vaughan, CUA Coordinator  
Phone Number: 760-924-5505

**The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Nonrefundable application fee will be processed via Pay.gov**

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
  - Commercial vehicles arriving in the monument including tour buses and/or transportation services
  - Commercial filming and still photography
  - Group workshops (e.g. photography, painting, writing)
  - Outfitter guides (e.g. fishing, hiking, backpacking)
  - Commercial horse and pack stock operations (including day trips and thru-trips)
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance, if required by law, or if visitors are transported by vehicle/vessel/aircraft within the park, or if vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). Refer to "Attachment A".
10. Provide a description of and registration number of each vehicle you will utilize during the course of the proposed commercial service.
11. Provide copies of all licenses, vehicle registration, and certificates of training as required.
12. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
13. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
14. Provide an email address for the Application/Administrative Fee \$50.00. An invoice will be emailed with payment provided by credit card via Pay.gov.
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

**Additional Information:** The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

### CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
5. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
6. **Fees:** Holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
11. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
12. **Reporting:** The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
13. **Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

- 14. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
- 15. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 760-924-5505 or by going to the park CUA webpage at <https://www.nps.gov/depo/planyourvisit/commercial-use-authorizations.htm>
- 16. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 17. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

**IMPORTANT:** Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above.



**INSTRUCTIONS**



**COMMERCIAL USE AUTHORIZATION APPLICATION**

**Devils Postpile National Monument**  
PO Box 3999  
Mammoth Lakes, CA 93546  
Isaac Vaughan, CUA Coordinator  
Phone Number: 760-924-5505

Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

1. **Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*
2. **Will you be providing this service in more than one park?** Yes  No  *If "Yes", list all parks and services provided.*
3. **Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*
4. **Authorized Agents:** *(Name and title of owner, and any onsite person authorized to manage the operation or service.)*

**5. Mailing Addresses**

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

*If same as "Primary Contact Information, check here  and go to question 6.*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

**6. What is your Business Type?** *(Please check one below)*

Sole Proprietor

Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*

Name:

Name:

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

Corporation: *(State: Entity Number: )*

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

**7. State Business License Number:**

**Expiration Date:**

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

**9. Liability and Vehicle Insurance:**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage; see Park-Specific CUA Insurance Requirements (“Attachment A”). Auto Liability insurance is required, if applicable, in the minimum coverage amounts described below.

COMMERCIAL GENERAL LIABILITY INSURANCE	
Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping)	\$500,000
Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
Up to 6 passengers	\$1,000,000
7 – 15 passengers	\$1,500,000
16 – 25 passengers	\$3,000,000
26+ passengers	\$5,000,000

\* Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

**10.** Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries? Yes  No

If “Yes,” please give a description of each vehicle. Use additional paper, if necessary. All vehicles are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.

Make/Model of Vehicle	License Number	Year	Max # Passenger Capacity	Own/Rent

**11. Employee Licenses and Certifications:**

Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver’s or pilot’s license, fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required.

**12. NPS Employment:**

Are you, your spouse, or minor children employed within the National Park Service?

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

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Park and Office Where Employed: \_\_\_\_\_

**13. Violations:** To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes  No  If “Yes”, please provide the following information. Attach additional pages, if necessary.

Date of violation or incident under investigation: \_\_\_\_\_

Name of business or person(s) charged: \_\_\_\_\_

Please identify the law or regulation violated or under investigation: \_\_\_\_\_

Please identify the State, municipality, or Federal agency that initiated the charges: \_\_\_\_\_

Additional Detail (optional): \_\_\_\_\_

(Results) Action Taken by Court: \_\_\_\_\_

**14. Fee:** Provide an email address for the Application/Administrative Fee \$50.00. An invoice will be emailed with payment to be provided by credit card via Pay.gov.

**15. Signature:**

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

*By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NOTICES**

**Privacy Act Statement**

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

**Paperwork Reduction Act Statement**

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

**Estimated Burden Statement**

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

**SPECIAL PARK CONDITIONS  
COMMERCIAL USE AUTHORIZATION**

**SPECIAL MONUMENT CONDITIONS for GUIDE SERVICES**

1. This Commercial Use Authorization (CUA) is granted subject to the following conditions:
2. This permit is applicable only for the specified use of the area(s) and term designated above.
3. The permittee will have none of the rights or privileges of Public Law 89-249 and will not be considered a concessioner to the National Park Service.
4. The rates charged by the permittee will not be approved by the National Park Service.
5. The permittee must obtain all permits or licenses of state or local governments, as applicable, necessary to conduct the commercial activities specified above and must operate in compliance with all pertinent federal, state, and local laws and regulations.

6. The permittee and all participants authorized herein must comply with all of the conditions of this permit, including all exhibits, amendments or written directions of the monument Superintendent. The permittee is responsible for knowing and complying with all applicable rules and regulations of the monument. The permittee is also responsible for communicating these rules and regulations to its clients and ensuring their compliance.
7. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, and all refuse properly disposed of or as otherwise required by the Superintendent. No buildings or other structures (including camping area "improvements" such as campfire rings, rock walls, hitching rails, benches, or trenches, etc.) will be constructed under this permit within Devils Postpile National Monument.
8. The permittee shall be liable for any damages to property of the United States resulting from these authorized activities.
9. This permit does not authorize the permittee to advertise, actively solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the National Park Service.
10. This permit requires the advance, nonrefundable, payment by the permittee of a minimum application fee of \$50, notwithstanding the length of the permit. Additional administrative fees may be assessed if permittee does not comply with all reporting requirements in a timely manner.
11. Permittee will follow the policy established by the monument on procedures for responding to a fatally injured pack stock animal.
12. In the unlikely but unfortunate event of an injury or fatality to a pack stock animal during your time in the monument, these will be the established procedures to respond:
13. Notify NPS Superintendent (or designee) and/or Law Enforcement Ranger immediately. If DEPO Superintendent, designee, or LE personnel, are not available notify USFS-Inyo National Forest-Pack Stock Manager, Mike Morse.

Contact numbers:

1. DEPO Law Enforcement Ranger: cell: 760-835-5677 (DEPO internal line: 760-934-8170)
  2. DEPO Superintendent: (DEPO internal line: 760-934-8170) (cell: 760-937-2931)
  3. USFS Pack Stock Manager: Mike Morse: 760-924-5511 (cell: 760-937-7854)
14. NPS (will work together with the permittees to manage the public safety, public relations, and humane response to the injured animal (s).
  15. In areas of high visibility, including but not limited to Rainbow Falls, John Muir and Pacific Crest Trails, if an animal cannot be transported out of the monument (for example to Reds Meadow Pack Station) for treatment. Euthanization is the preferred method of destroying the injured animal.
  16. However, there may be extenuating circumstances, although unlikely, that any animal would need to be shot. In this instance, Visitor and Resource Protection Law Enforcement officer (or Supt.'s designee), must be contacted to coordinate management of situation and the area for visitor safety.
  17. Any remains of the dispatched animal must be removed from the monument due to the proximity to visitors on the trails and the hazards that the carcass would attract bears or mountain lions who would protect their food source. Exceptions may be needed due to extenuating circumstances.



## ATTACHMENT A CUA Insurance Requirements

### Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum liability insurance is \$500,000.00. 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).

#### Automobile Liability Insurance

If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Automobile Liability insurance. The auto liability insurance must include coverage of "owned, leased, rented or hired" vehicles if the CUA holder rents or leases vehicles. The minimum commercial auto liability insurance for passenger transport is reflected in the following table:

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
Up to 6 passengers	\$1,000,000
7 – 15 passengers	\$1,500,000
16 – 25 passengers	\$3,000,000
26+ passengers	\$5,000,000

\* Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

Commercial auto insurance provides:

1. Liability insurance, which includes coverage for bodily injury, property damage, uninsured motorists, and underinsured motorists;
2. Physical damage insurance, which includes collision insurance; and;
3. Other coverage, which includes medical payments, towing and labor, rental reimbursement, and auto loan coverage.

Taxis that do not provide tour services are only required to have Auto Liability insurance. The Commercial General Liability covers out of vehicle activities and taxis do not provide out of vehicle activities.

#### Insurance Company Minimum Standards

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

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

#### Proof of Insurance Submission

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

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