

## CONDITIONS OF THIS AUTHORIZATION

1. 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. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. 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.
4. 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 be in the amount of \$ (see below) and underwritten by a United States company naming the United States of America (National Park Service, Southeast Utah Group, 2282 S. West Resource Blvd., Moab, Utah 84532) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. 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.
10. 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.

11. 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.

12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

**APPENDIX**  
**COMMERCIAL USE AUTHORIZATION CONDITIONS**  
**ARCHES AND CANYONLANDS NATIONAL PARKS**  
**GUIDED INTERPRETIVE DAY HIKING**

**All pages of this permit must be carried with the permittee or its employees at all times when operating within Arches and Canyonlands National Parks.**

1. **Authorized Services** - The commercial activity authorized by this permit is guided interpretive day hiking within frontcountry areas and established trails within Arches and Canyonlands National Parks. No overnight backcountry camping is allowed under this permit.
2. **Business Operations** – This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The permit is for commercial services when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Damages** – The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
4. **Health and Sanitation** – The permittee will comply with applicable public health and sanitation standards and codes. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at (505) 988-6040. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
5. **Nonexclusive Authorization** – The permittee 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 permittee a preferential or exclusive right to conduct business in any NPS administered area.
6. **Equal Employment Opportunity/Nondiscrimination** – The permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. **Insurance** – The permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this permit. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

The permittee shall provide a Certificate of Insurance at the inception of this permit, and shall provide the park thirty (30) days written notice of any material change in the permittee’s insurance program hereunder.

**General Liability** – The permittee shall obtain general liability insurance in at least the amount of \$300,000 per occurrence if party size is five or less and not less than \$500,000 per occurrence if party size is six or more.

**Automobile Liability** - The permittee shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits specified by the State of Utah. Utah requires compliance with the Federal Motor Carrier Safety Act which mandates that commercial vehicles have automobile liability insurance in the following amount based on the manufacturer’s rated passenger capacity.

| Capacity of Vehicle | Insurance Coverage Required   |
|---------------------|---|
| 16+ persons         | \$ 5,000,000  |
| 7-15 persons        | \$ 1,500,000  |
| 1-6 persons         | Unregulated by the state. Insurance levels are set by the municipality they operate in. |

We suggest that you always consult with your insurance agent to make sure you have adequate coverage.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government or shall provide that the United States Government is name as additional insured.

8. **Use of Park Roads** - Commercial travel by a company owned, rented, leased or controlled vehicle is restricted to front country roads. Commercial travel on backcountry roads via your company owned, rented leased or controlled vehicle is not authorized under this CUA. Vehicle parking must be in established parking lots or roadside pulloffs.
9. **Idling** – Commercial vehicles are only allowed to idle while actively (passengers are physically getting on or off the bus) loading and unloading passengers. All operators must turn off vehicle engines at all time when parked or when not actively loading or unloading passengers.
10. **Commercial Vehicle Inspections** – The permittee shall cooperate fully regarding the inspections of commercial vehicle within the park. Commercial vehicle safety inspections are conducted unannounced for visitor safety. Vehicles are checked for safety and mechanical deficiencies, compliance with current state and federal laws and regulations. CUA permits are checked for park compliance.
11. **Archeological Sites** – Walking on, climbing, entering, ascending, descending or traversing an

archaeological or cultural resource is prohibited. (Title 36 Code of Federal Regulations, section 2.1{5}) Permittees must abide by the Southeast Utah Group Cultural Resource Site Disclosure Policy. Under this policy permittees may disclose the location and lead clients to Class I archeological sites. Permittees may visit Class II archeological sites as long as they do not promote them to their trip participants, only visit them when specifically requested to do so by a trip participant and are along the approved trail list.

12. **Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent as soon as possible. [36 CFR 2.33, 4.4] The permit holder is also responsible for making reports required by the State of Utah.
13. **Rescues & Emergencies** - The permittee shall notify the nearest National Park Service contact station or uniformed employee of an emergency or for lost or missing clients. While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.  
  
The permittee shall, when requested by the National Park Service, cooperate with and assist in emergency situations such as search and rescues.  
The permittee shall have an emergency procedure outlined and communicated to the clients in the event that the guide should be hurt or involved in an accident.
14. **Group Size** - The maximum group size is 15 people including guides and clients.
15. **Approved Locations/Travel** - Commercial day hiking will be on approved trails and in the frontcountry only. A list of approved trails is attached.
16. **Allocation** - The National Park Service will retain the option to establish user allocation in future years as such time as volume of use may increase to levels of where specific controls or use limits must be imposed.
17. **Climbing** - The use of ropes, hardware, protection, and rock anchors is not authorized. Activities that would require the use of such equipment are not authorized.
18. **Packrafting** – The use of packrafts is not authorized. Activities that would require the use of such equipment is not authorized. Commercial river use is by authorized concessioners only.
19. **Camping** – Commercial companies may make no more than two front country group site reservations per year/per park.
20. **Exclusive Use** - No area shall be closed to the visiting public. This permit does not allow the permittee the exclusive use of any area in Arches or Canyonlands National Parks.
21. **Structures** - No building or other structures will be erected under this permit within the parks.
22. **Park Entrance Fee** - Commercial tour fees do not apply. Individuals participating in the activity will pay the individual entrance fee. Annual and lifetime federal recreational land passes are accepted. However, passes are non-transferable & are only valid for the owner of the pass & immediate family members. The entrance fees per person are \$5.00. The vehicle and driver/guide have free entry into the park. Individuals or groups who have previously paid the entrance fee must show proof of prior payment. Permittees may not use personal annual or lifetime federal recreational land passes to gain entry to the park for themselves or their customers when conducting business.

When entering the park each time, permittees must identify themselves; show a copy of the CUA, and state that they are transporting visitors. This will enable the entrance station personnel to verify that you are on the approved list for commercial activities and are not to be charged the commercial tour fee.

Commercial fees paid at one unit of the Southeast Utah Group may not be used to enter another unit. Entrance to another unit of the Southeast Utah Group requires payment of entrance fees to that unit.

23. **Monitoring** - Permittee is subject to monitoring of their activities to ensure compliance with the terms of this agreement, federal laws, rules, requirements, policies, park regulations, and any park-specific management plans.
24. **Closures/Cancellations** - The National Park Service reserves the right to: (a) delay, cancel, or schedule any trip and/or (b) limit the operation of permit holders in specific areas or during specific time periods, and/or (c) schedule use of or close any trail, road or other area of attraction in the interest of preventing adverse environmental or sociological impact, to protect park resources, to ensure visitor safety, or to respond to any unforeseen circumstances that may have an unfavorable impact upon the nature or purpose of such a trip.
25. **Annual Report** - Within sixty (60) days after the end of each year, the permittee shall submit an annual report which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this permit, gross revenues are defined as “the total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operation located outside of lands administered by the National Park Service to the extent that they support operation authorized by the permit.
26. **No Right of Renewal** - No right of renewal attaches hereto. Upon expiration of this permit, the viability of this service inside the park shall be reviewed and the Superintendent shall determine if authorization of this service shall continue under a CUA. If a determination is made to continue the services under this type of authorization, the permit holder may then apply for a new CUA.
27. **Employee Training** - Trips must be led by a responsible employee who knows the park rules, regulations and resources; knowledge of the provisions of this permit; and the ability to provide competent leadership in the park so that the trips can be conducted professionally. Employees shall instruct their clients on minimum-impact use of park resources, and avoid making multiple trails.
28. **Employee/Agent Responsibility** - The permittee shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this permit. (The permittee may be cited for any permit violations committed by their employee and/or agent.) **A copy of the entire permit must be present and accessible at all times while conducting business in the park.**
29. **Suspension or Revocation of DOT Authority** - If, for any reason, the permittee’s Department of Transportation authority is placed in any status other than “Active”, this permit will be immediately suspended.
30. **Fiery Furnace** – All groups entering the Fiery Furnace are subject to regulations established in the current Arches National Park compendium, including but not limited to:

- The Park's Fiery Furnace permit system must be used by the permittee to obtain permits to enter the area. A copy of this commercial use authorization must be presented when obtaining a permit.
- Day-use permits will be obtained in person at the visitor center, with all participants in that trip being present.
- User fees in effect at the time will be collected for each Fiery Furnace permit on the day of that trip. Trip leaders and others with Fiery Furnace Annual Passes may utilize their passes in lieu of paying the fee.
- No more that a total of 25 people per day will be permitted entry into the Fiery Furnace on all commercial trips by all commercial users (this number includes all clients and guides).
- Individual commercial group size maximum is still 15 people including guides and clients.
- The permittee's clients must view the Fiery Furnace informational video on the day of, and prior to, the tour.
- All groups entering the Fiery Furnace must follow the same route the National Park Service uses for their guided tours.
- Children 4 years of age and younger are not permitted in the Fiery Furnace.

31. **Trip Leaders/Guides** - Each group must have one person identified as the group or trip leader who will remain with the group at all times. If the party is divided into more than one group, each group will have a trip leader. The trip leader will inform the group of all park rules and regulations and has responsibility for the group.

32. **Guide Qualifications** - The following minimum qualifications must be met by each guide operating within Arches or Canyonlands National Parks.

- At least one guide in each day hiking tour group must have a Standard American Red Cross First Aid Card or its equivalent and a current CPR card **in his/her possession while in the park**. Copies of these cards will be submitted to the concessions office with the permit application package, or as employees are hired.
- Guides must be at least 18 years of age.
- Guides must be trained in basic safety and resource protections, Leave No Trace principles, park rules and regulations and in the requirement of the CUA conditions.

33. **Equipment** – A group size first aid kit will be carried by each group. In addition the guide will carry a small shovel, toilet paper and plastic baggies. The trip leader/guide will ensure that each member of the group has adequate food and water for the proposed itinerary, appropriate footwear, clothing and sun-block. All toilet paper must be carried out. Under no circumstances shall toilet paper be burned.

34. **Orientations** – The trip leader must provide an orientation to clients. The orientation must include basic hiking etiquette when passing other hikers, Leave No Trace principles, a resource message explaining human impacts to biological soil crusts (Don't bust the Crust!), park rules and regulations, safety procedures, litter, human waste and emergencies. Each participant should be supplied with a map of the trail hiked.

35. **Food** – All food scraps are considered trash and must be carried out. Feeding wildlife is prohibited.

36. **Noise** – Permittee and clients will maintain a normal talking voice noise level. The use of musical

instruments or amplified music is prohibited.