

CONDITIONS OF THIS AUTHORIZATION

1. The permittee 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)]. The permittee will comply with any special instructions received from the Superintendent, and/or representative thereof, concerning activities within the Southeast Utah Group.
2. The permittee shall exercise this privilege subject to the supervision of the park area superintendent. The permittee shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The permittee 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 (permittee), 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 (permittee) in connection herewith, and the (permittee) 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. The permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$(See page 4, Condition 7 of this authorization) and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. The permittee 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 permittee. 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 permittee 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 there from: 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 permittee 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 permittee shall not construct any structures, fixtures or improvements in the park area. The permittee shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.

11. The permittee 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 permittee's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. The permittee 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 permittee 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
SPECIAL PARK CONDITIONS**

**SOUTHEAST UTAH GROUP
ARCHES & CANYONLANDS NATIONAL PARKS
COMMERCIAL USE AUTHORIZATION CONDITIONS
COMMERCIAL TRANSPORTATION/TOUR**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS PERMIT. **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. **Permits/Licenses** – The permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations. **The permittee must carry a complete copy of their Commercial Use Authorization with them at all times while operating in the park.**
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 incidental business operations 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 the Superintendent a Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Superintendent 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 one million dollars (\$1,000,000).

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. Currently, minimum statutory commercial automobile

liability insurance limits are as follows.

Vehicle Capacity	Minimum Limits
Vehicles with seating capacity of 16 or more persons	\$ 5 million
Vehicles with seating capacity of 7 – 15 persons, inclusive	\$750,000
Vehicles with seating capacity of 6 or fewer persons	\$300,000

8. **Liability Insurance Lapse or Cancellation** – Upon notification that the permittee’s liability insurance has lapsed or cancelled for any reason, the permit to operate in the park shall be suspended until new insurance is in place.
9. **Area Use** – This permit is applicable only for the use of the area, term, and conditions designated herein. 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.
10. **Approved Locations for Commercial Transportation/Tours**

ONLY PAVED AND TWO WHEEL DRIVE ROADS ARE AUTHORIZED FOR THIS USE.

11. **Parking** – Buses may only park in legal parking spaces. Buses may drop off and pick-up passengers in a no parking zone but only for the duration of time it takes for the **entire** group together to load and unload. The bus may not wait for the passengers to return one by one.
12. **Idling** – Drivers of motor vehicles are prohibited from idling their engines in parking lots of developed areas, with the following exceptions: 1) after long uphill grades, engines may be idled for up to 15 minutes in order to cool; 2) engines may be left running to provide cooling or heating for disabled passengers who have difficulty in disembarking.
13. **Fees** – The permittee will be required to pay all applicable park fees including the commercial vehicle entrance fee.
14. **Commercial Vehicle Inspections** – The permittee shall cooperate fully regarding the inspections of commercial vehicles 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.
15. **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 and only visit them when specifically requested to do so by a trip participant.
16. **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, 3.4, 4.4]
17. **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.

18. **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.)
19. **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.