**Read all application instructions (at the end of this application) as well as all conditions of the authorization before completing and submitting the 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. We recommend obtaining an Acord form from your insurance provider. 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: In attachment B.

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 - $200.00 See “Attachment” B.
14. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information

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

## CONDITIONS OF THIS AUTHORIZATION

1. False Information: The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. Legal Compliance: The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Employee Conduct:** The holder must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The holder must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures. The holder must review the conduct of any of its employees whose action or activities are considered by the holder or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation. The holder must maintain, to the greatest extent possible, a drug free work environment.
4. Rates: The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
5. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
6. 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.
7. 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.
8. 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.
9. 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.
10. Transfer: This authorization may not be transferred or assigned without the written consent of the area Superintendent.
11. Termination: This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
12. 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.
13. 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.
14. Reporting: The holder must submit annually the CUA Annual Report (NPS Form 10-660) by January 31 for the prior CUA season and also must submit upon request the CUA Monthly Report (NPS Form 10-660A). The holder is to provide the area Superintendent upon request 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.
15. 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.
16. 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.
17. Visitor Acknowledgment of Risks (VAR): The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client’s right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 912-882-4336 x 258 or by going to the park CUA webpage at [Commercial Use Authorizations - Cumberland Island National Seashore (U.S. National Park Service) (nps.gov)](https://www.nps.gov/cuis/planyourvisit/cua.htm) or [Permits & Reservations - Fort Frederica National Monument (U.S. National Park Service) (nps.gov)](https://www.nps.gov/fofr/planyourvisit/permitsandreservations.htm)
18. 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.
19. 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.
20. **Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

## SPECIAL PARK CONDITIONS

COMMERCIAL USE AUTHORIZATION

1. **All pages of this authorization must be carried and available for inspection by the holder or its employees at all times while operating within the boundaries of Cumberland Island National Seashore. Failure to carry all pages of this document is a violation of the terms of the terms and condition of this permit.**
2. The services provided must originate and terminate outside of Cumberland Island National Seashore and all aspects of business, i.e., advertisement, exchange of money, etc., must take place outside Cumberland Island National Seashore.
3. Commercial Use Authorizations (CUA) are good for a one-year period. You must reapply annually. Having a past CUA does not guarantee a future CUA.
4. A CUA application must be submitted individually for each “different” activity you are requesting to do. Example: If you want to do guided hiking and guided kayaking, you will need to submit two separate applications.
5. Camping, backpacking, and other recreation activities within Cumberland Island National Seashore must be in accordance with regulations set forth in Title 36, Code of Federal Regulations (CFR). The permittee is responsible for protecting wilderness and other island resources. Minimum impact camping techniques are to be stressed. No ground fires are permitted in the wilderness. In the front country campfires are permitted only in designated areas. Please use only designated dune crossings. Do not harass the wildlife or trespass on private property. Bicycles, carts, and other types of transport are not permitted in the wilderness. No dogs are permitted in campgrounds.

4. If food service is provided, it shall require adherence to applicable requirements of the U.S. Public Health Service and Camden County Health Department.

1. Any boats and/or equipment utilized to carry out the operations authorized by this permit may not be parked or left in such a manner as to interfere with or congest normal docking at Dungeness, Sea Camp dock or Plum Orchard wharf. Items may not be left in any area of ingress and egress, parking areas, trails, walkways, or other areas people move about.
2. No equipment associated with this CUA is permitted to be left over night at any NPS Docking Structure, to include barges, boats, gangways, etc. No equipment may be left in any manner at any time that creates a safety issue, as determined by the NPS, this includes leaving any items situated in the walking area of the public docks.

7. All litter must be brought off of the island and deposited in designated receptacles. All human waste must be disposed of in a sanitary manner. If no restrooms are available, human waste and toilet paper must be buried in 4 to 6 inches of soil and covered over with leaf litter or other natural ground cover. Collection of plants, animals, archeological or mineral specimens is prohibited on Cumberland Island. Collecting shells is allowed as long as the shells are not inhabited.

1. **FEES: The permittee is responsible for each visitor in their party paying the required visitor use fees.  Entrance fees are required of any participant associated with your CUA, unless they are directly going to and remaining on private property.  All beaches on Cumberland Island are within the boundary of Cumberland Island National Seashore and thus entrance fees are required, even if you only use the beach.  Entrance fees can be paid online at pay.gov (search ‘Cumberland Island’), (A QR Code will be supplied with your CUA approval, to provide to visitors, for ease of payment.) If a participant has a VALID NPS entrance pass, there fee is covered, and their pass should be honored.**

**Entrance fees will be calculated and paid on a monthly basis. A monthly statistical use report will be required by the 5th of each month, with payment by the 10th of each month. CUA holder must have a PAY.GOV account for billing purposes.**

1. Permittee shall adhere to all National Park Service, United States Coast Guard and state regulations pertaining to boat and safety equipment and boat operations.
2. Permittee shall not conduct any activities that will impact on ruins or structures or place visitors at risk of injury or death. Violation of this provision is cause for immediate suspension and possible cancellation of the permit.
3. The U. S. Government, Department of the Interior, National Park Service, Cumberland Island National Seashore/Fort Frederica National Monument will not be held liable for any injuries, damages or occurrences relating to the operation.
4. The permittee shall carry liability insurance with a minimum coverage of $1,000,000 per occurrence, any amount less will not be acceptable. Certificate must show Department of Interior, National Park Service as additional insured. If a motorized vessel is being operated, P&I insurance will additionally be required with a minimum coverage of $500,000 per occurrence.
5. The permittee is required to supply basic first aid materials and train staff for their use in common emergency medical situations. The permittee is required to report all accidents resulting in injury to a National Park Service ranger within 24 hours, complete with name, address, and description of incident.
6. This permit is subject to changes in National Park Service policy and requirements/designations set forth in the Superintendent’s Compendium and other approved policy documents.
7. One of our goals is to provide relevant, accurate, and factual information to the visiting public about Cumberland Island. We will be happy to assist in program development.
8. Nature photography is covered by this permit in so far as it is it is still life, without models or non-commercial video. If there are any questions about commercial applications, they must be resolved / approved prior to any island photography sessions. Photography lessons are permitted.
9. Any fee waivers for educational programs must be approved and on file prior to arrival in the park. Misrepresentation of recreational activities as educational, fee-exempt, activities are subject to the collection of full day use fees and cancellation of this permit.
10. Authorization does not grant access into closed areas-to include Dungeness Ruins. All activities must be within open public areas. No docking at any closed or government docks.
11. Wilderness laws, regulations, and policies must strictly be adhered to.
12. Professionally manufactured bicycle trailers are permitted on roadways North of Sea Camp when pulled behind a bicycle; however, **nothing wheeled is allowed in the Wilderness area.** No makeshift sleds, or other pull behind devices are allowed north of the Sea Camp area.
13. In the wilderness areas, cooking fires must be self-contained (i.e., liquid or gas fuel stoves) and leave no ashes or marks on the ground. Wood fires and charcoal fires are prohibited.
14. Under no circumstances can boat tours be used to transport visitors to Cumberland Island in an effort to drop them off and let them visit the island on their own accord, or to provide a paid, private tour of the island. Visitors may not hire a private boat of any kind for transport to Cumberland Island. The Cumberland Island Ferry Must be used for public transportation of visitors to Cumberland Island, to include guided hiking.
15. Docking or tying up to the Grange Dock in Beach Creek is NOT authorized.
16. Beaching motorized vessels of any kind is not authorized within 100 yards of any dock structure. No beaching or landing of vessels is permitted in Beach Creek, behind Dungeness Ruins, near the Grange Dock. No vessel beaching on the Westernmost end of the South Beach on Cumberland Island (See map). Beaching/Landing/Anchoring/Stopping vessels in tidal marsh grass is prohibited.
17. State Law Applicable: Beach Creek

Failure to Regulate Speed is operating a boat or PWC at speeds that may cause danger, injury, damage, or unnecessary inconvenience either directly or by the effect of the boat’s wake. It is illegal to:

Fail to regulate your speed near swimming areas, docks, moored boats and boats engaged in fishing.

Operate a boat or PWC faster than is reasonable and prudent under the conditions (weather, boat traffic)

Operate a boat or PWC or tow a person on water skis or any similar device at greater than idle speed within 100 feet of a: Moored or anchored boat or any boat adrift.

"Idle Speed" means to operate your boat or PWC at the slowest speed at which it is still possible to maintain steering control.

1. Failure to abide by conditions, and instructions from NPS rangers may result in the authorized CUA holder being subjected to citation by National Park Service officers and/or revocation of this authorization. Any NPS Employee onsite may modify this permit as necessary, including expanding the hours or canceling it.
2. Financial/use records will be submitted annually on NPS provided forms, which will be used to determine the annual fees of the authorized CUA. Monthly reports can be requested at any time. Fees will be due within two weeks of notification.

## 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 $500,000. 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 *interstate* passenger transport is:

| **Commercial Vehicle Insurance – Passenger Transport****(bodily injury and property damage)** | **Minimum per Occurrence Liability Limits\*** |
| --- | --- |
| 15 or fewer passengers | $1,500,000 |
| 16 or more passengers | $5,000,000 |

The NPS has not established standard commercial automobile liability minimums for intrastate auto use by CUA holders because each state has unique rules and regulations. Intrastate CUA holders must meet individual state requirements for Commercial Automobile Liability Insurance or the interstate requirements above, whichever are greatest.

If the CUA applicant or holder will use rented or leased vehicles in performance of the authorized service, the applicant or holder must secure appropriate insurance for that rented or leased vehicle in the amount required by the CUA application. Proof of insurance secured directly from the rental or lease company may not be available upon application submission, but applicants are required to provide proof of insurance coverage after application submission upon NPS request.

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.

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 NA.

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum Property Insurance for use of NA is NA.

**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 FEES |
| Guided Hiking (MUST USE CUMBERLAND ISLAND FERRY FOR TRANSPORT TO ISLAND)(Cumberland and Fort Frederica) | Monthly and/or annual revenue reports.Insurance CPR Certification | Application Fee-$200 (Non-Reimbursable) AndManagement Fee-Dollar for Dollar reimbursement of all costs associated with management of CUA.Or (park choice)Market Share Fee (3%,4%, or 5% of gross receipts. Based on gross revenue.) |
| Guided Kayaking(Cumberland and Fort Frederica) | Monthly and/or annual revenue reports.Insurance CPR Certification | Application Fee-$200 (Non-Reimbursable) AndManagement Fee-Dollar for Dollar reimbursement of all costs associated with management of CUA.Or (park choice)Market Share Fee (3%,4%, or 5% of gross receipts. Based on gross revenue.) |
| Guided Camping(Cumberland) | Monthly and/or annual revenue reports.Insurance CPR Certification | Application Fee-$200 (Non-Reimbursable) AndManagement Fee-Dollar for Dollar reimbursement of all costs associated with management of CUA.Or (park choice)Market Share Fee (3%,4%, or 5% of gross receipts. Based on gross revenue.) |
| Guided CraigCat 2-person mini-boat tour (WATER BASED TOUR WITH BRIEF STOP ON LAND)(Cumberland) | Monthly and/or annual revenue reports.Insurance CPR Certification |  1. Application Fee-$200 (Non- Reimbursable)  And 2. Management Fee-Dollar for Dollar  reimbursement of all costs  associated with management of  CUA. Or (park choice) 3. Market Share Fee (3%,4%, or 5%  of gross receipts. Based on gross  revenue.) |