



National Park Service  
U.S. Department of the Interior  
Grand Teton National Park  
Moose, Wyoming

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## 2024 Commercial Use Authorization Conditions Grand Teton National Park (GRTE) & John D. Rockefeller, Jr. Memorial Parkway (JODR)

- 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.



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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) and upon request the CUA Monthly Report (NPS Form 10-660A). The holder is to provide the area Superintendent upon request a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
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.<sup>1</sup>
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

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<sup>1</sup> To ensure compliance with an applicable nationwide injunction pending appeal, which may be supplemented, modified, or vacated, depending on the course of ongoing litigation, the NPS will take no action to implement or enforce the implementing regulations for Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors), codified at 29 C.F.R. part 23, in the context of seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands provided under NPS concession contracts, commercial use authorizations, and commercial leases.



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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 307-739-3417 or by going to the park CUA webpage at <https://www.nps.gov/grte/learn/management/cua.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, service mark 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.

**Grand Teton National Park and John D. Rockefeller, Jr. Memorial Parkway**  
**Special Park Conditions:**

- 21. Operating Conditions:** The holder will abide by the applicable GRTE activity-specific operating plan conditions located at <https://www.nps.gov/grte/learn/management/cua.htm>. Failure to operate in a manner satisfactory to the area Superintendent may result in the suspension, revocation, or denial of the current or future CUA.
- 22. CUA:** Guides and/or group leaders must carry a copy of the fully executed Commercial Use Authorization while operating in the park and present it to GRTE entrance gate staff or to park staff upon request. This will identify the guide as an on-duty employee of an authorized business. Guides and/or group leaders must also present one form of identification, number of clients, and payment/passes for clients' entrance fees at park entrance stations upon each entry.
- 23. Damages:** The holder will leave the area(s) authorized for use under this permit in substantially the same condition as it was prior to the activities authorized herein and shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the authorized use.
- 24. Exclusive Use:** This authorization does not confer exclusive use of any area in the park. All groups must honor the rights of others and conduct themselves in an orderly manner. See additional requirements within activity-specific operating plans.
- 25. Operating Areas:** CUA holders are prohibited from conducting activities in or from entering areas that



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could be considered residential in nature to include administrative areas, service areas, employee housing areas, lodging/cabin areas, in campgrounds and along campground entrance roads. In-park pickups are allowed at concession lodging areas with prior written permission from the concessioner. CUA holders will not conduct any form of guided activity that conflicts with National Park Service ranger-led interpretive programs or conducted activities.

- 26. Incidents:** All incidents involving vehicle property damage or personal injury must be reported to park Teton Interagency Dispatch Center (307-739-3301) or a park ranger as soon as possible or within 24 hours. These incidents must also be relayed to the Business Resources Branch of GRTE within 24 hours: [grte\\_business\\_resources@nps.gov](mailto:grte_business_resources@nps.gov).
- 27. COVID-19:** The holder certifies ability to meet and uphold all guidance provided by the CDC and NPS for the authorized activity and adjust operations as necessary when guidance changes.
- 28. Firearms:** CUA holders and employees (except for Hunt Outfitters) are prohibited from possessing firearms while on duty within the park. CUA holders are responsible for determining whether WY state or local laws allow the possession of firearms by their clients.
- 29. Advertising:** The holder will not advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States Government. All advertisements, including brochures, rack cards and websites must include a statement that the holder is an “authorized permittee of Grand Teton National Park.” CUA holders are not allowed to use the NPS arrowhead or Authorized Concessioner Mark.
- 30. Entrance Fees:** Clients of CUA holders age 16 and older entering the park area must pay applicable entrance fees (\$20 per person/individual pass, valid for 7 days entry to GTNP.) See CUA Fee Schedule in CUA Handbook for more details. Guides and employees of commercial operators entering the park area to recreate personally must pay applicable entrance fees.
- 31. Guides:** At a minimum, each guide must be currently certified in standard first aid and CPR and carry a first aid kit. A written list of guides, with description of basic qualifications and proof of expiration dates of their first aid and CPR, and other certifications required by the CUA, must be maintained by the CUA Holder. The Business Resources office will conduct periodic audits of this information, which must be submitted to the Business Resources office within 48 hours of notification of the audit. Guides will ensure that clients are properly prepared for the authorized activity. Towing & Auto Services and Auto Shuttle employees are not required to have first aid and CPR.
- 32. Reporting Requirements:** CUA holders must meet the following annual and monthly reporting requirements in order to maintain a valid authorization. Reporting requirements include:

Document	Due
Visitor Use Statistics (VUS)	4th of each month to: <a href="https://www.nps.gov/grte/learn/management/cua.htm">https://www.nps.gov/grte/learn/management/cua.htm</a>
Annual Financial Report (AFR)	January 31 <sup>st</sup> annually after operating <a href="https://www.nps.gov/grte/learn/management/cua.htm">https://www.nps.gov/grte/learn/management/cua.htm</a>
Insurance Certificate	Annually as insurance expires/renews
Guides List and proof of CPR/First Aid	Due within 48 hours of initiation of audit



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33. **Annual Fees:** CUA holders must remit required fees each year in order to maintain a valid authorization. Required fees are calculated based on the following schedule:

Annual Fees
<b>\$300 Application Fee</b> – Due upon receipt of a complete application form (no later than March 1 <sup>st</sup> ). <b>Application Fee is non-refundable.</b> Payable at Pay.gov.
<b>Management Fee</b> – based on percentage of gross receipts – <b>Due by January 31<sup>st</sup></b> annually after operating. The \$300 Application Fee is credited towards the Management Fee, which is calculated as follows: <ul style="list-style-type: none"><li>• Between \$0.00 and \$250,000.00 = <b>3% of gross receipts.</b></li><li>• Between \$250,000.01 and \$500,000.00 = <b>4% of gross receipts</b> in addition to the prior amounts.</li><li>• Over \$500,000.01 = <b>5% of total gross receipts</b> in addition to the prior amounts.</li></ul> Use the Annual Financial Report (AFR) form located here <a href="https://www.nps.gov/grte/learn/management/cua.htm">https://www.nps.gov/grte/learn/management/cua.htm</a> to calculate the Management Fee due by January 31 <sup>st</sup> annually after operating.

34. **Monitoring:** The CUA holder’s operation may be monitored by NPS personnel to assess CUA holder performance. Monitoring may be announced or unannounced. The CUA holder must work with CUA Program Lead to address deficiencies identified through monitoring.
35. **Food Services:** All food service and sanitary procedures are subject to and CUA holders must abide by U.S. Public Health Standards, FDA Food Code, and inspections.
- All food brought into the park must be obtained from a state licensed and inspected food service facility.
  - Water provided for clients must be treated or come from a chlorinated source. Clients must be advised about the risks of drinking untreated water and informed about methods of water purification if they are instructed to treat on their own.
  - All cold foods must be held at 41 degrees Fahrenheit or below. All hot foods must be held at 145 degrees Fahrenheit or above. The CUA must use a food thermometer to monitor temperatures.
  - The CUA holder, guides, group leaders, and clients must prevent all types of wildlife from accessing human food sources and adhere to the park’s food storage regulations. In developed camping, picnic, Jackson Lake lakeshore campsites, lodging, residential, trailhead and day use front country areas all food, garbage, and equipment used to cook or store food must be attended at all times, stored inside bear resistant food storage lockers, or inside a hard sided vehicle with doors locked and windows closed.
36. **Specimens:** The CUA holder may use legally obtained plant, animal, geological and cultural specimens for guest educational purposes only. Clients must be advised that possessing, destroying, removing or disturbing specimens in a National Park is strictly prohibited. To comply with park policy, all such



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specimens or parts thereof must remain inside the vehicle while operating in Grand Teton National Park. All wildlife parts such as antlers, pelts or feathers, must remain out of sight of all other (non-client) visitors while within park boundaries. While in the park, holders of a CUA must have documentation or knowledge of the legal means by which all specimens in possession were obtained.