



PART 2

Supplemental Information for CUA Application Package

Lake Roosevelt National Recreation Area



COMMERCIAL USE AUTHORIZATION

Frequently Asked Questions (FAQ)

And General Information

1. What are Commercial Use Authorizations?

Commercial Visitor Services are defined as accommodations, facilities and services the National Park Service (NPS) has determined to be necessary and/or appropriate for public use and enjoyment of a Park area provided to Park area visitors for a fee or charge by a person. The fee or charge paid by the visitor may be direct or indirect as part of the provision of comprehensive visitor services.

Federal laws and regulations prohibit engaging in or soliciting business in areas of the National Park System unless explicitly authorized, through a permit, contract, or other authorization. Commercial Use Authorizations ("CUAs") are one means by which the NPS may authorize commercial services.

Section 418 of the National Parks Omnibus Management Act of 1998, Public Law 105–391 (Section 418), authorizes the NPS to issue CUA's to persons (referring to individuals, corporations, and other entities) to provide commercial services to Park area visitors in limited circumstances. CUA's, although used to authorize commercial services, are not concession contracts. They are intended to provide a simple means to authorize suitable commercial services within park areas.

2. Who will be eligible to obtain a CUA?

Lake Roosevelt National Recreation Area will issue a CUA to Commercial entities who provide specific commercial services on Lake Roosevelt and whose services originate off but are conducted through National Park lands. Those entities who may be issued a CUA are those businesses and commercial users who utilize NPS managed areas of Lake Roosevelt for implementation and provision of commercial visitor services. Those businesses may include, but are not limited to, fishing-charter vessel, boat tours-non-motorized, vessel support services-salvage, launch and retrieval.

3. What is the term of the CUA?

CUA's are issued annually.

4. Is there a fee for a CUA?

The NPS is required by law to charge a reasonable fee for issuance of a CUA, at a minimum to recover associated management and administrative costs. The Fee for administration of a CUA is a non-refundable application fee of \$100.00. Starting in 2020, market fees in the amount of 2% gross apply and will be collected January 2022 or determined by the Superintendent. This fee is in addition to the normal fee (boat launch fee) required for launching boats at the NPS designated boat launches.

5. How do I pay the Fees?

The fees are paid via electronic payment at: <http://www.pay.gov/>. Please provide payment in the amount of \$100.00 for the Application Fee. Payment may be made by on Pay.gov/public/form/start/747409278. This fee is submitted along with a completed application package to the designated NPS office noted at the top of the application form.

Boat launch permits are required year-round at all NPS boat launches, regardless of boat type. Fees may be paid online at: <http://www.pay.gov/public/form/start/64970644>, or at the following vendor locations:

Harvest Foods, Kettle Falls

Ft. Spokane Store and Restaurant

Coulee Hardware, Grand Coulee.

Starting 2023 the CUA sticker will act as a boat launch permit and required AIS Quagga & Zebra Mussel-Free Certification form.

6. How do I apply for a CUA?

Contact the Park directly to request a Commercial Use Authorization application. By phone: 509-754-7807 (office), 509-634-0287 (work cell) or by email at **Julia_Treu-Fowler@nps.gov**. Information and application materials may also be obtained by visiting the Park's website at: <http://www.nps.gov/laro/getinvolved/dobusinesswithus.htm>

7. Is there an application deadline?

Application deadline is March 30th each year.

8. How long does it take to process my application?

Lake Roosevelt NRA will attempt to process the applications within 30 days. Submitting a complete packet greatly aids us in issuing your authorization in a timely manner.

9. Is sub-contracting allowed under the authorization?

The NPS does not allow subcontracting under CUAs and CUAs cannot be transferred.

10. What type of insurance is required before this authorization can be approved?

See Attachment A on NPS Form 10-550 CUA Application for additional information regarding insurance requirements.

11. Are there additional requirements for a Commercial Use Authorization?

Yes. See Attachment B on NPS Form 10-550 CUA Application for additional requirements.

12. Do I need to provide Food Handlers Certification?

Commercial Use Authorization holders are required to comply with the National Park Service (NPS) Public Health Guidelines RM 83 F. If Food Service is provided as part of the commercial operation, then at least one guide on each excursion shall be a certified food handler. Food Handlers permits MUST be obtained and copies sent with your application/renewal package.



COMMERCIAL USE AUTHORIZATION

Visitor Acknowledgment of Risk

Visitor Acknowledgement of Risk

Current NPS policy allows CUA holders providing authorized services to warn, or advise visitors of the risks associated with a certain activity or event but **does not allow operators to require visitors sign a waiver of liability statement, insurance disclaimer and/or indemnification agreement.** CUA holders who violate this condition will be required to discontinue the practice immediately and suspend in-park operations. The Service allows CUA holders providing high-risk commercial services to advise visitors of risks associated with the activity using a visitor acknowledgement of risk form (VAR).

The **VAR**, which is permitted, in effect allows visitors to assume responsibility for their own negligence which may result in bodily injury, death, or loss of personal property. In addition, it describes the inherent risks of the activity, and warns visitors of those risks. The *Waiver of Liability*, insurance disclaimer and/or indemnification agreement, **which is not permitted**, states that the visitor releases the operator from all responsibility in the event of visitor bodily injury, death, or loss of personal property.

- a. Commercial Use Authorization holders cannot require visitors to waive their right to hold concessioners, CUA holders or the government responsible for actions.
- b. Operators can request or require that visitors sign an acknowledgement of risks statement or form for a certain activity or event. An operator is also permitted to have a visitor sign a form indicating that the visitor has certain prerequisite skills that may be required to participate in the commercial activity.

The Service-approved sample Visitor's Acknowledgement of Risks form is provided below. CUA holders should complete the form with company specific information (minus participant's signature) and present it to the NPS as part of the application package to verify the information the Commercial Use Authorization holder intends to present to participants who engage in activities permitted under the CUA. Please put on your company letterhead, fill in the underlined spaces with the correct information and take the underlines out. Please send to us the form you present to your participants.

EXAMPLE

(Copy and paste this to your letterhead, fill in the blanks, and risks. Take out the underlines. This should look as it would when you hand it to your clients/participants to complete.)

Visitor Use Acknowledgement of Risk

In consideration of the services of _____ (name of business) _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “____(name of business) _____”) I agree as follows:

Although ____ (name of business) _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, ____ (name of business) _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma, or death. ____ (name of business) _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[Permittee to describe risks inherent to the activities permitted under the CUA]

I am aware that _____ (Activity) _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate despite and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ (name of business) _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses because of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and because of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

Signature of Parent or Guardian if participant is under 18 years of age