



United States Department of the Interior

NATIONAL PARK SERVICE
Padre Island National Seashore
P.O. Box 181300
Corpus Christi, Texas 78480

COMMERCIAL USE AUTHORIZATION PROGRAM Information for Applicants

Thank you for your interest in the Commercial Use Authorization (CUA) program at Padre Island National Seashore. CUA's are limited authorizations to provide specific visitor services within the boundaries of the recreation area. They are issued by the National Park Service pursuant to authorities contained in Title 36, Code of Federal Regulations, Section 5.3 (39 Stat. 535, 16 USC 3). Permittees are not concessioners authorized under the Concessions Policy Act of 1965 (79 Stat. 969, 16 USC 20). This is an important distinction in that CUA's must meet certain criteria before an authorization of their visitor services will be granted. The general criteria are:

1. The holder is prohibited from 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 Superintendent, and shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization.
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 agreement 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 **\$300,000.00** and underwritten by a United States company naming the United States of America as additionally 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 Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
9. Holder will comply with applicable public health and sanitation standards and codes.
10. 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.
11. 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.
12. 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.
13. 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.
14. The holder is to maintain an accounting system under which its accounts can be readily identified with 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.

Parkwide Authorized Services

- Fishing guide services
- Tour guide services

Documents to be provided

Permittee must provide the following documents before a CUA will be issued:

1. The submission of an application for a Commercial Use Authorization (enclosed).
2. A current Certificate of Insurance documenting adequate Comprehensive General Liability coverage for the type(s) of activity the Permittee will be conducting. The minimum coverage is \$300,000. The insurance certificate must name the United States of America as additional insured as well as specify that the service authorized by the permit is covered by the insurance policy.
3. A United States Coast Guard License is required for a Permittee to operate or navigate passenger-carrying vessels, if such vessels are involved in your proposal. (Fishing Guide, Tour Guide). You can contact the U.S. Coast Guard Licensing Division at (713) 948-3350 or (713) 948-3351.
4. A Texas State Guide License issued by the Texas Department of Parks and Wildlife is required for fishing guides, 800-792-1112.
5. The Permittee must be duly licensed by State or local authorities, where applicable, to conduct business within Texas. Please submit copies of any such license along with the CUA application.
6. A copy of any advertising brochures or materials should be provided with the CUA application.
7. A non -refundable application fee of \$50.00 must be submitted with application. If one or more CUA's are applied for, a separate application is required for each activity.
8. All costs involved in administering and monitoring the CUA program are passed on to the Permittees. Costs for this year are \$ 200.00. The term of a CUA is for a period not to exceed one year. Checks should be made out to "The National Park Service."

Those businesses that wish to apply for a CUA to provide one or more of the listed services should complete the following application and mail to:

Kaci Messenger
Padre Island National Seashore
P.O. Box 181300
Corpus Christi, TX 78480

Further information can be obtained by telephoning the Ranger Activities Assistant's Office at (361) 949-9239 ext. 33.



**PADRE ISLAND NATIONAL SEASHORE
Commercial Use Authorization Application**



NAME: _____

Date of Birth: _____ Social Security No.: _____

Driver's License No.: _____ State Issued: _____

Company Name: _____

Mailing Address: _____

Street Address: _____

Business Phone: _____

Type of service you wish to provide (see Parkwide Authorized Services):

Locations: _____

I hereby certify, by my signature hereof, that I consent and agree to a background check conducted by the National Park Service.

Signature: _____ Date: _____