



### Commercial Use Authorization/Special Use Permit - Provisions

- 1. Privilege:** This Permit is a granted privilege to provide business services on United States Property, incidental to Apostle Islands National Lakeshore (NL). The Permittee agrees to exercise this privilege subject to the supervision of the Superintendent and to comply with all applicable laws and regulations of the area, including all exhibits, amendments, or written direction of the Superintendent. The Permittee will have none of the rights or privileges of and is not a concessioner to the National Park Service (NPS).
- 2. Obligation:** By affixing their signature to this Permit, the Permittee explicitly agrees to be subject to all Provisions stated herein, and all Attachments and all Specific Conditions attached. Violation of, or noncompliance with these Provisions, Attachments and Specific Conditions is grounds for revocation. (*Re: 36 CFR §5.3*)
- 3. Performance:** The Permittee and their employees or group/organization members registered under this Permit agree to carry out the services or activities authorized under this Permit in a safe, professional, courteous, visitor service oriented manner. The Permittee and their employees or group/organization members registered under this Permit agree to operate safely, operate in a manner that causes no damage to the natural/cultural resources or facilities, and to abide by the highest standards of business ethics, decorum, courtesy, visitor service, and strict adherence to these Provisions, Specific Conditions, the Code of Federal Regulations (CFR), and the United States Code (USC).
- 4. Training and Performance:** Permittee agrees to conduct training for their employees registered under this Permit, in proper decorum, visitor service, use of products, pollution prevention, emergency response, and any issues addressed in the work plan and/or operation plan [Attachment D, specific to the type of Permit]. Employee training in CPR and First Aid is encouraged, [and is required per Attachment B, specific to the type of Permit]. The Permittee will ensure their employees understand that their conduct should constantly reflect the highest standards, and that they represent to the client/visitor a Commercial Services Business Partner with the National Park Service. The Permittee will train and ensure all employees registered under this Permit are fully qualified in the proper procedures, methods, and safe operation of the services authorized under this Permit. The Permittee is accountable for poor performance and noncompliance with these Provisions, Specific Conditions, the CFR and USC on the part of their employees under this Permit.
- 5. Revocation:** This Permit is subject to revocation at any time at the discretion of the Superintendent without compensation to the Permittee or liability to the United States. Operating in a unsafe manner, operating in a manner causing damage to the natural/cultural resources or facilities, failure to operate in a manner that adheres to highest standards of business ethics, decorum, courtesy, customer service, or to abide by the Provisions or Special Conditions of this Permit, or other violation of the CFR and/or USC is grounds for revocation and denial of any future opportunity on lands and/or waters under the jurisdiction of the United States, and is without the right of redress. (*Re: 36 CFR §5.3*)
- 6. Loss of Privilege:** A Permittee whose Permit has been revoked may not become a Partner with, become employed by, or utilize the services of another Permittee. Similarly, an employee registered under this Permit who engages in unsafe operation, causes damage to the natural/cultural resources or facilities, violates these Provisions, Specific Conditions, demonstrates poor ethics, decorum, courtesy, or visitor service, or whose actions result in conviction of violation of the CFR and/or the USC may not continue to provide services within the national lakeshore.
- 7. Non-Exclusive Authorization:** This Permit shall not be construed as limiting the authority of the Superintendent to issue similar permits at the request of other qualified entities seeking to conduct the same or similar activities in the national lakeshore.
- 8. Benefit:** Neither Members of nor Delegates to Congress, nor Resident Commissioners shall be admitted to any share or part of this Permit 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 Permit be for either benefit of such corporation. (*Re: RM-53*) No National Park Service concession contract or commercial use authorization to conduct commercial services in a park will be issued to National Park Service employees or their spouses and minor children who are owners, partners, corporate officers or general managers of any business seeking such a contract in federal land managed by the Department of the Interior. (*Re: NPS MP2001 – 10.2.8.3*)

9. **Origin of Services:** All services authorized under this Permit must originate and terminate outside the national lakeshore; and all aspects of business, i.e. advertisement, solicitation of business, exchange or collection of money, sale of goods or services, etc., must take place outside the national lakeshore. This Permit specifically does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands and/or waters under the jurisdiction of the United States.
10. **Provision of Services:** Only the Permittee and their employees registered under this Permit are authorized to provide services specified in this Permit within the boundaries of Apostle Islands NL. The Permittee may not subcontract or otherwise allow outside entities and/or non-registered employees to provide any services within the national lakeshore, under the auspices of this Permit. The Permittee and their employees registered under this Permit may not provide any services other than those specified within the Specific Conditions of this Permit unless specifically authorized by written agreement approved by the NPS.
11. **Assignment:** This Permit may not be transferred or assigned under any circumstance.
12. **Change of Business Status:** The Permittee is required to notify the NPS, in writing of any change in business status (i.e., dissolution, changes in partnership, business name, address, telephone number, mailing address, type of corporation, etc.) as far in advance as possible, but no more than 15 days after any change.
13. **Use of Area:** This Permit is applicable only for the use of the area(s) and terms designated in the Permit. The Permittee will not construct any temporary or permanent structures of any kind anywhere within the boundaries of the national lakeshore and will not use or be assigned any facilities or portions thereof, located within the national lakeshore, except as allowed to the general public.
14. **Mitigation:** 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, with all refuse properly disposed of at authorized facilities outside of the national lakeshore or otherwise as required by the Superintendent.
15. **Damages:** The Permittee will pay the United States for any damage to any Government property resulting from the activities of the Permittee.
16. **Giving False Information:** The Permittee is prohibited from giving false information and/or false documentation; to do so is a breach of conditions and grounds for immediate revocation: (*Re: 36 CFR §2.32 (4) and Title 18 USC §1001*).
17. **Permits and/or Licenses:** The Permittee must obtain all permits and/or licenses of State or local governments, as applicable, necessary to conduct the business activities specified in this Permit and must operate in compliance with all pertinent Federal, State, and local laws and regulations. Permittee must ensure that current, correct copies of all permits and/or licenses are always on file with the Apostle Islands NL Commercial Services Manager: (*Re: 36 CFR §1.6 (3), §3.1(a), and §4.2(a)*).
18. **Application Fee and Permit Costs:** (*Re: 16 USC § 3a.*) A permit will require a nonrefundable annual Permit cost, notwithstanding the length of the Permit

A Commercial Use Authorization will require a nonrefundable annual Permit cost of \$100, per permit.

A Special Use Permit (for Non Profits only) will require a nonrefundable annual Permit cost of \$50, per permit.

- a. In accordance with the Federal Debt Collection Improvement Act of 1996, the Tax Identification Number must appear on the face of the check(s) presented as payment (handwritten is acceptable).
- b. Upon notification of a returned check for insufficient funds, the Permittee must make good the debt (by money order, credit card or payment of cash in person; do not send cash via the mail) and applicable fees within 10 business days. Failure to make good the debt within 10 business days will result in suspension of the Permit. If the Permittee does not make good the debt within the 5 business days immediately following suspension, the Permit is revoked and a new Permit application will be required.
- c. The National Park Service will assess a \$50 administrative charge, and any associated banking charges related to checks returned for insufficient funds. These charges will carry, regardless of the suspension or revocation, until payment of the debt is received by the National Park Service, and all fees are paid. Any application for a

new permit submitted by the Permittee will not be processed until the Permittee has satisfied the debt and all fees related to the returned check are paid.

19. **Late Processing/Incomplete Application Fee:** (Re: 16 USC § 3a.) The NPS will assess a \$50 administrative fee for any application package that is returned late and/or incomplete according to the checklist provided in the application. To avoid the assessment of this fee, Permittee must comply with the following:
- a. A Permit application package that is incomplete or incorrect according to the checklist provided will be assessed the \$50 Late Processing/ Incomplete Application Fee.
  - b. The Permit application package must be complete and correct according to the checklist provided [specific to the type of Permit].
20. **Rates for Services:** The NPS does not approve the rates charged by the Permittee.
21. **Complaints:** The NPS will send complaints and comments regarding Permittee services to the Permittee for investigation and response. The Permittee will provide a written response addressing the complaint to the visitor and will forward a copy of that response to the Superintendent within 15 business days of receipt from the NPS. A copy of the National Park Service's response to the visitor will be forwarded to the Permittee. The Permittee will provide copies of all complaints (written, verbal, comment cards, etc.) received concerning these services, and their written response concerning the complaint to the Superintendent in a timely manner (generally considered within two weeks of receipt). In order to initiate valid and responsive visitor comments, the following printed, easily read notice will be provided to all visitors receiving these services, and prominently included in any written contracts or agreements (attachments are acceptable) between the Permittee and the visitor for services provided within the national lakeshore:

This service is operated by (Name of the Business and Permit Number), a Commercial Use Business Partner under permit for one year from (beginning month and year) to (ending month and year) with the U.S. Government and administered by the National Park Service. The Permittee is responsible for conducting these services in a satisfactory manner. The National Park Service does not approve rates charged by the Permittee. Under the Provisions and Specific Conditions of the permit, the Permittee has agreed to operate safely, operate in a manner that causes no damage to the natural/cultural resources or facilities, and to abide by the highest standards of business ethics, decorum, courtesy, and visitor service.

Please address comments to: Superintendent  
Apostle Islands National lakeshore  
415 Washington Avenue  
Bayfield, Wisconsin 54814

The Permittee will provide a copy of the above notice to the Apostle Islands NL Commercial Services Manager on business stationery as proof of compliance with this Provision. The copy of the notice will be kept on file and will become part of the record regarding the performance of this Permit.

22. **Non-Discrimination:** The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967. If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows:
- a. The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - b. The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- d. In the event of the Permittee's noncompliance with the non-discrimination clauses of this Permit or with any of such rules, regulations, or orders, this Permit may be canceled, terminated or suspended in whole or in part.
23. **Indemnification:** The Permittee shall save, hold harmless, defend and indemnify the United States of America, its agents, and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, or their employees registered under this Permit.
- a. 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.
- b. The Permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this Permit, and shall provide the Superintendent 30 days advance written notice of any material change in the Permittee's insurance program hereunder.
- c. The Superintendent will 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.
24. **Public Liability:** The Permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than as specified below and is required, [Attachment B, specific to the type of Permit], per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An excess liability policy, in addition to a comprehensive general liability policy, is required to achieve the required limits.
- a. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or will provide that the National Park Service, Apostle Islands National Lakeshore be named as an additional insured.
- b. The Permittee will obtain the following coverage at the same limits as required for comprehensive general liability insurance unless other limits are specified:
- (1) Commercial Comprehensive General Liability: [Attachment B, specific to the type of Permit]. The Permittee will carry commercial comprehensive general liability insurance issued only by a United States company.
- (2) Commercial Automobile Liability: This insurance is required for all owned, non-owned, and hired vehicles used in providing services under this Permit within NPS areas. The minimum amount of Commercial Automobile Liability insurance required for this Permit is **\$300,000 per occurrence**, or the state minimum (based on Gross Vehicle Weight), whichever is greater.
- (3) Commercial Watercraft Liability: This insurance is required for all owned, non-owned, and hired vessels used in providing services under this Permit within NPS areas. The minimum amount of Commercial Watercraft Liability insurance required for this Permit is **\$300,000 per occurrence**. A higher liability limit may be required [Attachment B, specific to the type of Permit].
- (4) Product and Completed Operations Liability (if not provided under Comprehensive General Liability) [Attachment B, specific to the type of Permit].
- (5) Public Livery Liability: [Attachment B, specific to the type of Permit]. This insurance is required for all owned, non-owned, and hired vehicles used in providing services under this Permit to transport clients/passengers for hire within the national lakeshore.

Certificates of Insurance, as stated in Section 24 above, and as outlined in Sections 26, and 27 below, are required. Permittee will maintain all required insurances for the duration of the Permit. Permittee must notify the NPS 30 days prior to a cancellation or change. **Failure to maintain all required insurances for the duration of the Permit will result in immediate revocation of the Permit.**

25. **Worker's Compensation Insurance:** As required by the State of Wisconsin. A Certificate of Insurance, as outlined in Section 26 below, is required. The Permittee is responsible for contacting their insurance carrier for this coverage and request a copy of the certificate be sent to:

National Park Service  
Apostle Islands National Lakeshore  
Attn: Commercial Services Manager  
415 Washington Avenue  
Bayfield, Wisconsin 54814

26. **Certificates of Insurance:** The National Park Service, Apostle Islands National Lakeshore [and as specified in Attachment B, specific to the type of Permit] must be named as **additional insured** in the certificate holder section of each Certificate of Liability Insurance. The **services authorized** by the Permit and covered by the insurance must be stated in the description of operations section of the Certificate of Insurance. The **policy number** must appear on the Certificate of Insurance; binders are unacceptable. **The Certificate of Insurance for all Liability and Worker's Compensation Insurance must contain a 30-day cancellation clause.** It is the responsibility of the Permittee to ensure that a current, correct copy of all Certificates of Insurance is always on file in the NPS Commercial Services Manager. The Permittee is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized, and contain the required 30-day cancellation clause (refer to Figure 1). The following costs are recoverable under statutory authority 16 USC Chapter 1 subchapter 1 § 3a.

- a. Failure to provide a current, correct copy of all Certificates of Insurance for the duration of the Permit will result in immediate suspension of the Permit for a period of no more than 10 business days upon the expiration of insurance coverage. During the suspension period, if proper insurance documentation is received proving no lapse of coverage, the Permit will be reinstated and as a first-time courtesy no administrative fee will be assessed. Repeated failure to comply with the requirements of this Section will result in the NPS assessing a \$50 administrative fee. If proper documentation is received indicating a lapse of coverage, the NPS will assess a \$50 administrative fee. The \$50 administrative fee will be paid to the NPS before reinstating the Permit.
- b. If proper insurance documentation is not received by the end of the suspension period, the Permit will be immediately revoked and the NPS will assess a \$50 administrative fee. If the Permittee provides proper documentation of insurance coverage within 5 business days after revocation and requests reinstatement, the \$50 administrative fee will be paid to the NPS before reinstating the Permit.
- c. If the Permittee does not provide proper insurance documentation within the 5 business days immediately following revocation, the revocation of the Permit is final, a \$50 administrative fee will be assessed, and a new Permit application will be required.
- d. If the Permit goes to revocation for failure to comply with the requirements of this Section, and the Permittee takes no action to meet the requirement of this Section, no new Permit application will be approved until the \$50 administrative fee is paid to the NPS.

27. **Transporting Visitors/Clients:** (*Re: Title 36 CFR §1.6 – Permits, §5.3 – Business operation*). The Permittee will not carry visitors/clients for hire within the national lakeshore without Public Livery Liability insurance. Upon meeting all insurance requirements, the visitor/clients of the Permittee must pay any applicable Fees.

28. **Employment of Minors:** Permittees' with employees under the age of 18 are required to administer the employment of minor age children in accordance with federal and/or state of Wisconsin Child Labor Laws. The following apply concerning minor age employees registered under this permit while working within the national lakeshore:

- a. All minor age employees will be at all times under constant, close supervision of a responsible adult employee registered under this Permit.
- b. Minor age employees will not operate any heavy machinery and/or heavy equipment or engage in any launch and retrieve activity, or engage in any underwater operation.
- c. Minor age employees under the age of 16 will not operate any workboat. Operation of a workboat by a minor age employee between the ages of 16 to 18 will only take place under the immediate supervision of a responsible adult employee registered under this Permit.
- d. No minor age employee will operate any vessel belonging to a visitor.

29. **Use of Recreation Passes and Recreation Entry Receipts:** Use of a recreation pass or recreation entry receipt for the purposes of gaining entry into the national lakeshore to conduct business is prohibited (*Re: Title 36 CFR § 1.6 – Permits, § 5.3 – Business operation*).
30. **Registration of Vehicles and Vessels:** The Permittee is required to register with the NPS all vehicles and vessels used in providing services authorized in this Permit. Complete, sign, and submit a Vehicle and Vessel Registration Form, [Attachment E] or update information in Attachment E on the Renewal Application to register vehicles and vessels used in providing services authorized in this Permit. It is the responsibility of the Permittee to ensure that a current, correct copy of all vehicle/vessel registrations and vehicle insurance cards is always on file with the Apostle Islands NL Commercial Services Manager.
31. **Vehicle/Vessel Signage:** Vehicles and vessels used to provide services in the national lakeshore are required to be easily identifiable by signage and will comply with the established guidelines listed below:
- a. Vessels and Vehicles must be marked with company logo or lettering for identification purposes.
    - (1) Logo or lettering must be readily identifiable to the naked eye at a distance of 50 feet.
    - (2) Minimum size of lettering: 2½ inch.
    - (3) Signage must be visible, clear, legible and of contrasting color.
    - (4) Logos must be of a unique design and a minimum size of 5 inches by 5 inches
  - b. From (*Re: 36 CFR § 5.1*)
    - (5) Signage may not state, imply, or refer to pricing, services, and/or products provided.
    - (6) Identification is limited to company/organization name, logo, and telephone number and/or as required by state and/or federal motor carrier regulations.
    - (7) Signage should be centered on the front door or side window of the vehicle and located in a non-obstructed location on the sides (hull, cabin, or roof) of the vessel.
    - (8) Signage should be limited to two signs, one per side, tastefully and professionally appropriate to the size and type of vehicle/vessel.
    - (9) Large (generally considered over 3 tons Gross Vehicle Weight) panel-type trucks may also have signage located centered on the side-panels, one per panel.
    - (10) Signage for leased, rented and other non-owned vehicles will consist of magnetic or window signs that meet standards in 32 b. (1), (2), (3), (4), and (6).
32. **Emergency Procedures:** The Permittee and their employees under this permit will immediately report **life-threatening incidents, all accidents** and spills caused or observed, to NPS Dispatch on Marine Band Channel 16, or by telephone at 715-779-3398 x 100 or the Bayfield County Sheriffs Office Dispatch at 715-373-6120 or 911. NPS Dispatch will contact the proper response entities.
33. **Reporting Accidents/Injuries:** The Permittee is required to formally report in writing all incidents involving an accident, collision, fire, injury, or other casualty to the Superintendent within 24 hours, **regardless of the extent of damages**. Filing this report to the Superintendent does not satisfy applicable United States Coast Guard, State, and County accident reporting requirements.
- a. Failure to report an accident, collision, fire, injury, or other casualty to the Superintendent within 24 hours is a violation of the condition of this Permit. (*Re: 36 CFR § 3.4*) Said failure may result in the issuance of a citation and are grounds for revocation of the Permit.
34. **Health and Sanitation:** Permittee will comply with applicable public health and sanitation standards and codes.

35. **Overboard Discharge:** No soaps, sewage, petroleum products, litter, trash, batteries, spark plugs, vehicle or boat/vessel parts of any kind, or any other materials may be discharged overboard, or introduced by any other means into any waters, or otherwise left within the national lakeshore.
36. **Waste Disposal:** Permittee will dispose of all such waste and debris associated with activities authorized within this Permit outside the national lakeshore. Permittee may not use garbage collection facilities provided for the public within the national lakeshore. The Permittee will incorporate pollution prevention and source reduction into all services authorized under this Permit.
37. **Hazardous Materials:** The Permittee and their employees will comply with all laws and regulations applicable to hazardous materials, discharge or pollutants, and the general disposal of wastes, and will take all measures necessary to prevent any hazardous material from entering the lands and waters of the national lakeshore.
38. **Aquatic Invasive Species including Viral Hemorrhagic Septicemia:** The Permittee and their employees will comply with all Federal, State and local laws and regulations applicable to Viral Hemorrhagic Septicemia virus (VHSv) and aquatic invasive species. This includes taking all measures necessary to prevent the introduction, transfer or spread of VHSv and aquatic invasive species in Lake Superior and waters of the national lakeshore.
39. **Supplies and Materials:** The Permittee and their employees agree to carry into the national lakeshore only those supplies and materials in quantities necessary to conduct business for that calendar day unless authorized by this Permit [Attachment B, specific to the type of Permit]. All unused/excess business supplies and materials will be removed from the national lakeshore at the end of the calendar day.
40. **Storage:** The Permittee and their employees are expressly forbidden to store vehicles, trailers of any kind, vessels, machinery, equipment, and business supplies (i.e. tools and/or cleaning materials and supplies, propane cylinders, stock materials of any kind, lubricants, greases, flammables, solvents, etc.) anywhere overnight within Apostle Islands NL. The term "anywhere" includes storage on or in visitor(s) vehicles, boats/vessels and/or personally owned vehicles or boats/vessels moored at a dock, harbor, or otherwise located within the national lakeshore.
41. **Overnight Stay:** The Permittee and/or employees registered under this Permit will not stay overnight within the boundaries of the national lakeshore while engaged in the commercial activities unless authorized by this Permit [Attachment B, specific to the type of Permit].
42. **Annual Report:** On or before March 1, the Permittee shall submit an annual report which summarizes total in-park visitor use and includes gross revenues for the previous calendar year. For the purpose of this Permit, gross revenues are defined as:
- The total amount received, realized by, or accrued to the Permittee for all sales of goods and services provided by the Permittee for payment by cash, barter, or credit pursuant to the privileges granted by this Permit.
- Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this Permit.
43. **Late Annual Reports:** Annual reports 30 days late of the March 1 due date will result in suspension of the Permit. Annual reports 45 days late of the March 1 due date will result in revocation of the Permit. The Permittee will not receive any new permit until Apostle Islands NL receives the required annual report and all applicable Permit fees are paid. (*Re: 16 USC § 3a.*)
44. **Waiver of Risk:** The Permittee will not request or require clients/members/guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement. The permittee may require clients to sign an acknowledgement of risks statement or form for the authorized business activity. The permittee 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 authorized business activity.