

## 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. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **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.
12. **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.
13. **Reporting:** 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. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).

- 14. 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.
- 15. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
- Exemption:** Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.
- 16. 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 435-719-2123 or by going to the park CUA webpage at <https://www.nps.gov/arch/getinvolved/dobusinesswithus.htm>.
- 17. 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.
- 18. 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.
- 19. Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors:** (a) Definition. As used in this clause - United States or its outlying areas means: (1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll. (b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). (c) Compliance. The commercial use authorization holder shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the term of this authorization, contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. (d) Subcontracts. The commercial use authorization holder shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

### SPECIAL PARK CONDITIONS

#### Arches National Park STILL PHOTOGRAPHY AND ART INSTRUCTION

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES and AREAS LISTED ON THIS AUTHORIZATION.

- 1. Authorized Services** – The commercial activity authorized by this authorization is Guided Still Photography and Visual Art Instruction in the front country and established trails within Arches National Parks. Art refers to Visual Art with drawing and painting instructions only. No other commercial activity is permitted.

2. **Permits/Licenses** – The holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations. **The holder must carry a complete copy of their Commercial Use Authorization (CUA) with them at all times while operating in the park. The CUA is to be shown at the entrance station fee booth.** Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service personnel.
3. **Vehicle Markings** – All vehicles must display company information that meets the following minimum requirements:
  - a. Company name.
  - b. Number issued by the Federal Motor Carrier Safety Administration (FMCSA) if applicable.
  - c. Markings must appear on both sides of the vehicle.
  - d. The letters must contrast sharply in color with the background on which the letters are placed.
  - e. Markings must be legible, during daylight hours, from a distance of 50 feet when the vehicle is stationary.
4. **Business Operations** – This authorization does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
5. **Damages** – The permittee 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. The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this authorization.
6. **Visual Artist Set Up** - Artists must set up on bare rock surfaces, with or without an easel whenever possible, completely dry washes are allowed but the artist must take extreme care not leave any trace behind. A tarp must be used under the artist at all times to ensure no spillage or drops will cause damage any Park resources. Setting up on sand or vegetation is prohibited with this CUA. **Altering the landscape such as removing tree branches or vegetation or clearing an area of rocks, disturbing cairns, or soil for any purpose is prohibited. The use of props, models, or sets is prohibited.**
7. **Nonexclusive Authorization** – The permittee will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the permittee a preferential or exclusive right to conduct business in any NPS administered area.
8. **No Right of Renewal** – No right of renewal attaches hereto. Upon expiration of this authorization, the viability of this service inside the park shall be reviewed and the Superintendent shall determine if authorization of this service shall continue under a CUA. If a determination is made to continue the services under this type of authorization, the authorization holder may then apply for a new CUA.
9. **Equal Employment Opportunity/Nondiscrimination** – The permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
10. **Insurance** – The holder 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 authorization. The Superintendent shall 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. The holder shall provide the Superintendent a Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the holder's insurance program hereunder. We suggest that you always consult with your insurance agent to make sure you have adequate coverage. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government or shall provide that the United States of America is named as additional insured.

- a. **General Liability** – The holder shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).
- b. **Automobile Liability** – The holder shall obtain automobile liability insurance for commercial transportation of passengers in accordance with the minimum liability coverage limits specified by the State of Utah. Currently, minimum statutory commercial automobile liability insurance limits are as follows.

<b>COMMERCIAL GENERAL LIABILITY INSURANCE</b>	
Single Purpose Activities (includes day and overnight hiking, photography and art classes, and group camping)	\$1,000,000
<b>Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)</b>	<b>Minimum per Occurrence Liability Limits*</b>
Up to 6 passengers	\$1,000,000
7 – 15 passengers	\$1,500,000
16 – 25 passengers	\$3,000,000
26+ passengers	\$5,000,000

**Liability Insurance Lapse or Cancellation** – In the event that the holder’s liability insurance has lapsed or cancelled for any reason, the authorization to operate in the park shall be suspended until new insurance is in place.

- 11. **Group Size** – Group size is limited to 15 people, including clients and guides.
- 12. **Approved Locations/Travel** – Commercial photography and art instruction will be on approved trails only. A list of approved trails is attached. When hiking, guides and clients must stay on designated trails to protect biological soilcrusts. **Please inform all clients and guides of this critical issue.** Pedestrian travel off designated trails is prohibited due to public safety and resource sensitivity concerns.
- 13. **Use of Park Roads** – Vehicle travel is restricted to frontcountry areas and two-wheel drive roads. **Vehicle travel on backcountry 4-wheel drive roads is prohibited under this CUA. This includes Willow Springs Road and the 4WD road in Arches NP.**
- 14. **Archeological & Cultural Sites** – Compliance with 36 CFR 2.1 is required and includes the prohibition of *"Walking on, climbing, entering, ascending, descending, or traversing an archeological or cultural resource...except in designated areas and under conditions established by the superintendent."*
  - a. All guides and clients are required to follow the park's "House Rules for Visiting Archeological Sites". Interpretation of Native American lifeways and traditions should be informed by SEUG primary interpretive themes and subthemes. These themes should be informed by ethnographic studies and consultations with traditionally associated Native American Tribes.
  - b. Guides will inform all clientele of the criminal penalties for illegally collecting artifacts or intentionally damaging any archeological or historic property.
  - c. If human remains are observed during visits to publicly disclosed archeological sites or along trails, guides will report their location to a Park Ranger before exiting the park.
  - d. Guides may lead clients to the following disclosed sites in Arches:
    - i. Wolfe Ranch National Historic District
    - ii. Ute Petroglyph Panel
    - iii. Moab or Courthouse Wash Panel
    - iv. Ringhoffer Inscription on Tower Arch
- 15. **Climbing** – The use of ropes, hardware, protection, and rock anchors is not authorized. Activities that would require the use of such equipment are not authorized.
- 16. **Packrafting** – The use of packrafts is not authorized. Activities that would require the use of such equipment is not authorized. Commercial river use is by authorized concessioners only.

17. **Camping** – Commercial companies may make no more than two group site reservations per year. No other camping is authorized.
18. **Exclusive Use** – No area shall be closed to the visiting public. This authorization does not allow the permittee the exclusive use of any area in Arches National Park.
19. **Natural and Geologic Resources** – Altering the landscape such as removing tree branches or vegetation or clearing an area of rocks, cairns, or soil for any purpose is prohibited. No building or other structures will be erected under this authorization within the parks. The construction, moving or dismantling of rock cairns or other trail/route markers are prohibited.
20. **Light painting** – **Light painting activities of any kind are not authorized under this CUA.** The use of artificial light sources for purposes other than personal route-finding or minimum impact camping—that is, to light up landscapes, rock formations, or other park features—is prohibited.
21. **Monitoring** – Permittee is subject to monitoring of their activities to ensure compliance with the terms of this agreement, federal laws, rules, requirements, policies, park regulations, and any park-specific management plans.
22. **Park Entrance Fee** – Individuals participating in the activity will pay the individual per-person entrance fee. Annual and lifetime federal recreational land passes are accepted. These passes are good for the owner(s) of the pass plus three additional adults 16 and over. Children under 16 are not charged. Individuals or groups who have previously paid the entrance fee must show proof of prior payment. Appropriate commercial non road-based tour fees will be calculated and charged upon entry. The vehicle and driver/guide have free entry into the park. The CUA holder and/or guides may not use personal annual or lifetime federal recreational land passes to gain entry to the park for themselves or their customers when conducting business.

When entering the park each time, permittees must identify themselves; show a copy of the CUA, and state that they are transporting visitors. This will enable the entrance station personnel to verify that you are on the approved list for commercial activities and are to be charged the correct commercial fee. **Entrance fees cannot be paid at any self-pay station.**

Commercial fees paid at one unit of the Southeast Utah Group may not be used to enter another unit. Entrance to another unit of the Southeast Utah Group requires payment of entrance fees to that unit.
23. **Idling** – Drivers of motor vehicles are prohibited from idling their engines in parking lots of developed areas, except while actively loading or unloading passengers.
24. **Noise** – Permittee and clients will maintain a normal talking voice noise level. The use of musical instruments or amplified music is prohibited. The use of motorized equipment (including generators) is prohibited.
25. **Food and Trash**– All garbage, including food scraps and cigarette butts must be removed from park areas. Feeding wildlife is prohibited, as it poses risks to both humans and wildlife.
26. **Health and Sanitation** – The permittee will comply with applicable public health and sanitation standards and codes. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 505-988-6040. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
27. **Water** – **Purified drinking water can only be obtained at the visitor center and Devils Garden trailhead in Arches National Park.** Clients and guides should carry adequate water with them. One quart (one liter) per person is recommended. Be certain that no one becomes dehydrated.
28. **Rescues & Emergencies** – The permittee shall notify the nearest National Park Service contact station or uniformed employee of an emergency or for lost or missing clients. While self-rescue is encouraged in cases where no additional

resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.

29. **Employee Training and Guiding** – Trips must be led by a responsible employee who knows the park rules, regulations and resources; knowledge of the provisions of this authorization; and the ability to provide competent leadership in the park so that the trips can be conducted professionally. Each group must have one person identified as the group or trip leader who will remain with the group at all times. If the party is divided into more than one group, each group will have a trip leader. Guides will ensure that each member of the group has adequate food and water for the proposed itinerary, appropriate footwear, clothing and sun protection. An appropriately sized first aid kit that is adequate for the group size and a human waste disposal bag (i.e. wag bag) will be carried by each group. All waste shall be disposed of properly (see attachments).
30. **Guide Qualifications** – The following minimum qualifications must be met by each guide operating within Arches National Park.
- a. **The instructor in each commercial group must have a Standard American Red Cross First Aid Card or its equivalent and a current CPR card in their possession while in the park.** Copies of these cards will be submitted with the authorization application package, or as employees are hired.
  - b. Guides must be at least 18 years of age.
  - c. Guides must provide interpretation of the park to clients that reflect the park's interpretive themes and significance statements (see Appendix I).
  - d. Guides must be trained in basic safety and resource protections, Leave No Trace principles, park rules and regulations and in the requirement of the CUA conditions (see Appendix II).
  - e. Guides must brief clients on respectful etiquette when visiting archeological sites (see Appendix III).
31. **Orientations** – The trip leader must provide an orientation to clients. The orientation must include basic hiking etiquette when passing other hikers, Leave No Trace principles, a resource message explaining human impacts to biological soil crusts (Don't Bust the Crust!), park rules and regulations, safety procedures, litter, human waste and emergencies. See attachments. Each participant should be supplied with a map of the trail hiked.
32. **Employee/Agent Responsibility** – The permittee shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this authorization. (The permittee may be cited for any authorization violations committed by their employee and/or agent.) **A copy of the entire authorization must be present and accessible at all times while conducting business in the park. A digital copy may only be used if it is stored on a tablet device with a screen size of at least 7 inches.**
33. **Closures/Cancellations** – **In the event of park closures or temporary delays this authorization does not grant the holder or clients any special privileges for entry into the park.** Park staff may not be approached in the park for additional information regarding closures while performing their duties. The National Park Service reserves the right to:
- a. Delay, cancel, or re-schedule any trip
  - b. Limit the operation of authorization holders in specific areas or during specific time periods
  - c. Schedule use of or close any trail, road or other area of attraction.

**Information about closures can be found online at: <https://www.nps.gov/arch/planyourvisit/conditions.htm>**

34. **Commercial Vehicle Inspections** – The permittee shall cooperate fully regarding the inspections of commercial vehicles within the park. Commercial vehicle safety inspections are conducted unannounced for visitor safety. Vehicles are checked for safety and mechanical deficiencies, compliance with current state and federal laws and regulations. CUA permits are checked for park compliance.

35. **Suspension or Revocation of DOT Authority** – If, for any reason, the permittee’s Department of Transportation authority is placed in any status other than “Active”, this Authorization will be immediately suspended.
36. **Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All motor vehicle accidents resulting in injury, personal/government property damage, or injury to park wildlife or resources must be report to park law enforcement immediately at by dialing 911. Commercial operators must remain on scene until the arrival of law enforcement officers.
37. **Annual Report** – Within sixty (60) days after the end of each year or at the end of your business season, the holder shall submit an annual report that summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this authorization, gross revenues are defined as “the total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the authorization. This includes income from subsidiary or other operation located outside of lands administered by the National Park Service to the extent that they support operation authorized by the authorization. The Annual Report is required to complete the terms and conditions of the CUA. **A new CUA will not be issued to prior-year CUA holders until a complete and accurate Annual Report has been submitted for the prior year.** This 10-660 form is available on the park’s CUA website.
38. **Allocation** – The National Park Service will retain the option to establish user allocation in future years in the event that volume of use may increase to levels where specific controls or use limits must be imposed.
39. **Area Use** – This authorization is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein. Vehicle travel is restricted to frontcountry areas and two-wheel drive roads. **Vehicle travel on backcountry 4-wheel drive roads is prohibited under this CUA. This includes Willow Springs Road and the 4WD road in Arches NP.**
40. **Parking and Loading/Unloading** – Vehicle parking is only permitted in established parking areas and roadside pull-offs. Vehicles transporting over 15+ passengers may only park in designated bus/oversized vehicle parking spaces. If there is no designated oversized vehicle parking spaces, buses must drop off clients and park in a different location. Buses may drop off and pick-up passengers in a bus loading and unloading zone or, if unable, in a no parking zone, but only for the duration of time it takes for the entire group together to load and unload. Blocking traffic in order to pick up or drop off passengers is prohibited. Guides are required to remain with their clients at all times.

**Bus parking locations are: Visitor Center, La Sal Mountains Viewpoint, Courthouse Towers Viewpoint, Balanced Rock, The Windows Section, Panorama Point, Wolfe Ranch (Bus Parking Lot), Delicate Arch Viewpoint, and Devils Garden.**

**LIST OF APPROVED TRAILS:**

**List of Authorized Trails for Guided Day Hiking CUA in Arches National Park**

- **Balanced Rock Trail**
- **Broken Arch Connector Trail**
- **Broken Arch Trail**
- **Dark Angel Trail**
- **Delicate Arch Trail**
- **Delicate Arch Viewpoint Trail Lower**
- **Delicate Arch Viewpoint Trail Upper**
- **Devils Garden Primitive Loop Trail**
- **Double Arch Trail**
- **Landscape Arch Trail**
- **Navajo Arch Trail**
- **Park Avenue Trail**
- **Partition Arch Trail**
- **Pine/Tunnel Arch Trail**
- **Sand Dune Arch Trail**
- **Skyline Arch Trail**
- **Tower Arch Trail**
- **Turret Arch Loop Trail**
- **Windows Loop Trail**
- **Windows Primitive Loop Trail**