

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 park 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. 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.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **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.
5. **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.
6. **Fees:** 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 authorization 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 at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **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.
11. **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 park area Superintendent.
12. **Reporting:** 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.

13. **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 and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
14. **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 contract 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>.
15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to 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. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 435-719-2121 or by going to the park CUA webpage at: <https://www.nps.gov/cany/getinvolved/dobusinesswithus.htm>
16. **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 Services", 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.
17. **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.

SPECIAL PARK CONDITIONS

ARCHES NATIONAL PARK

Still Photography 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 Instruction in the frontcountry and established trails within Arches National Parks. No overnight backcountry camping is allowed under this authorization. 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 with them at all times while operating in the park.**
3. **Business Operations** – This authorization does not authorize the holder 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.

4. **Damages** – The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
5. **Nonexclusive Authorization** – The holder 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 holder a preferential or exclusive right to conduct business in any NPS administered area.
6. **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.
7. **Equal Employment Opportunity/Nondiscrimination** – The holder 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.
8. **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.

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

- c. **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.
10. **Group Size** – Group size is limited to 15 people, includes clients and guides.
11. **Approved Locations/Travel** – Commercial photography instruction will be on approved trails and in the front country only. A list of approved trails is attached. Instructors and clients can step off the trail to conduct instruction and set up equipment on slickrock and washes only. You must avoid sensitive biological soil crusts. Much of this

desert is covered by a living ground cover called biological soil crust. Composed primarily of algae, fungus, lichen, mosses and cyanobacteria, it holds desert soils together, retains moisture, slows erosion, and provides nutrients for plants and the animals that rely on them. When hiking, ask your guests to stay on trails to protect these crusts.

Please inform all guides and clients of this critical issue.

12. **Use of Park Roads** – Commercial travel by a company owned, rented, leased or controlled vehicle is restricted to front country roads. Commercial travel on backcountry 4x4 roads via your company owned, rented leased or controlled vehicle is not authorized under this CUA. Vehicle parking must be in established parking areas.
13. **Archeological & Cultural Sites** – Walking on, climbing, entering, ascending, descending or traversing an archaeological or cultural resource is prohibited. (Title 36 Code of Federal Regulations, section 2.1 {5}) Holders must abide by the Southeast Utah Group Cultural Resource Site Disclosure Policy. Under this policy holders may disclose the location and lead clients to Class I archeological sites.
14. **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.
15. **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.
16. **Camping** – Commercial companies may make no more than two front country group site reservations per year/per park. No other camping is authorized.
17. **Exclusive Use** – No area shall be closed to the visiting public. This authorization does not allow the holder the exclusive use of any area in Arches National Park.
18. **Structures** – No building or other structures will be erected under this authorization within the parks.
19. **Light painting** – Light painting activities are not authorized under this authorization. Light painting, or light drawing, is a photographic technique in which exposures are made by moving a hand-held light source while taking a long exposure photograph.
20. **Light Panel** - Using a low level light panel that emits extremely dim constant lighting during a nighttime photographic exposure is an approved method for lighting the landscape at night.
21. **Monitoring** – Holder 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** – Commercial road based tour fees do not apply. Individuals participating in the activity will pay the individual 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. The entrance fees per person are \$10.00. The vehicle and driver/guide have free entry into the park. Individuals or groups who have previously paid the entrance fee must show proof of prior payment. Permittees 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 not to be charged the commercial tour fee.

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, with the following exceptions: 1) after long uphill grades, engines may be idled for up to 15 minutes in order to cool; 2) engines may be left running to provide cooling or heating for disabled passengers who have difficulty in

disembarking. If you must idle your engine, please park away from other visitors and nearby viewpoints. If a small parking lot prevents this, drop off your passengers, leave the lot, and return at an appointed time to pick them up.

24. **Noise** – Holder and clients will maintain a normal talking voice noise level. The use of musical instruments or amplified music is prohibited.
25. **Food and Trash** – All food scraps are considered trash and must be carried out. Feeding wildlife is prohibited. Cigarette butts are trash! Please ensure clients participating on trips properly dispose of their cigarette butts.
26. **Health and Sanitation** – The holder 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** – The only two locations to get water in Arches National Park are at the visitor center and at Devils Garden. 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 holder 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** – 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. Employees shall instruct their clients on minimum-impact use of park resources, and avoid making multiple trails.
30. **Trip Leaders/Guides** – 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. The trip leader will inform the group of all park rules and regulations and has responsibility for the group
31. **Guide Qualifications** – The following minimum qualifications must be met by each guide operating within Arches National Park.
 - 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 his/her possession while in the park**. Copies of these cards will be submitted to the concessions office with the authorization application package, or as employees are hired.
 - Guides must be at least 18 years of age.
 - 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.
32. **Orientations** – The trip leader must provide an orientation to clients. The orientation must include basic hiking etiquette (e.g., 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. Each participant should be supplied with a map of the park area. Information can be found at: <http://www.nps.gov/arch/index.htm>
33. **Employee/Agent Responsibility** – The holder shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this authorization. (The holder may be cited for any authorization violations committed by their employee and/or agent.)

34. **Closures/Cancellations** – The National Park Service reserves the right to: (a) delay, cancel, or re-schedule any trip and/or (b) limit the operation of authorization holders in specific areas or during specific time periods, and/or (c) schedule use of or close any trail, road or other area of attraction in the interest of preventing adverse environmental or sociological impact, to protect park resources, to ensure visitor safety, or to respond to any unforeseen circumstances that may have an unfavorable impact upon the nature or purpose of such a trip.
35. **Commercial Vehicle Inspections** – The holder 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.
36. **Suspension or Revocation of DOT Authority** – If, for any reason, the holder’s Department of Transportation authority is placed in any status other than “Active”, this Authorization will be immediately suspended.
37. **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.
38. **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.
39. **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.
40. **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. Only 2wd roads are authorized for use.

List of approved trails.

List of Authorized Trails for Still Photography Instruction	
Sand Dune Arch Trail	Balanced Rock Trail
Skyline Arch Trail	Windows Loop Trail
Broken Arch Trail	Windows Sand Loop Trail
Broken Arch Connector Trail	Turret Arch Loop Trail
Amphitheater Trail	Delicate Arch Trail
Devils Garden Trail	Double Arch Trail
Park Avenue Trail	Delicate Arch Viewpoint Trail Upper
Pine/Tunnel Arch Trail	Delicate Arch Viewpoint Trail Lower
Landscape Arch Trail	