

**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**National Park Service**  
Bandelier National Monument  
15 Entrance Rd  
Los Alamos, NM 87544  
Park Contact: David Graveline, CUA Coordinator  
Phone Number: (505) 672-3861 ext.1519

**COMMERCIAL USE AUTHORIZATION**  
UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

**1. Authorized Activity:**

**Permit Number:**  
**7120-21-**

**2. Authorization Holder Information:**

Business Name:  
Contact Name:  
Address:

**Auth Date/Time:**  
**January 1, 2021 12:01 a.m.**

**Expiration Date/Time:**  
**January 31, 2022 11:59 p.m.**

Phone and Fax:

**Name of Area:**  
**Bandelier National Monument**

3. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization):

**Areas within Bandelier National Monument open to the public, including Frijoles Canyon and Tsankawi, and designated by the permit conditions.**

**4. Summary of authorized activity:** (see attached sheets for additional information and conditions)

**Out-of-Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

**In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area

**5. NEPA/NHPA Compliance:**

Categorical Exclusion     EA/FONSI     EIS     Other Approved Plans    PEPC NUMBER:

**6. Reasonable fee:** (Cost recovery required at a minimum)

|   |                                   |                                       |                                |
|---|-----------------------------------|---------------------------------------|--------------------------------|
| Application Fee:                                    | <input type="checkbox"/> Required | Amount _____                          | Received _____                 |
| Administrative Fee:                                 | <input type="checkbox"/> Required | <input type="checkbox"/> Not Required | Amount <u>    \$100.00    </u> |
| Management Fee:                                     | <input type="checkbox"/> Required | <input type="checkbox"/> Not Required | Amount _____                   |
| Market Price:                                       | <input type="checkbox"/> Required | <input type="checkbox"/> Not Required | Amount _____                   |
| Other Fee (Facility Use Fee, Gate Access or Other): | <input type="checkbox"/> Required | <input type="checkbox"/> Not Required | Amount _____                   |

**7. Insurance:**

|            |  |                                       |   |
|------------|--|---------------------------------------|---|
| Liability: | <input checked="" type="checkbox"/> Required | <input type="checkbox"/> Not Required | Coverage Amount <u>    \$500,000.00    </u> |
| Auto:      | <input type="checkbox"/> Required            | <input type="checkbox"/> Not Required | Coverage Amount _____                       |
| Boat:      | <input type="checkbox"/> Required            | <input type="checkbox"/> Not Required | Coverage Amount _____                       |
| Airplane:  | <input type="checkbox"/> Required            | <input type="checkbox"/> Not Required | Coverage Amount _____                       |

**ISSUANCE of this authorization is subject to the conditions below.** The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

**8. SIGNATURES**

|   |           |       |       |
|---|-----------|-------|-------|
| Authorization Holder:                                 | _____     | _____ | _____ |
|   | Signature | Title | Date  |
| Authorizing NPS Official:                             | _____     | _____ | _____ |
|   | Signature | Title | Date  |
| Authorizing NPS Official:<br>(additional if required) | _____     | _____ | _____ |
|   | Signature | Title | Date  |

**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 (505) 672-3861 ext. 1519] or by going to the park CUA webpage at <https://www.nps.gov/band/planyourvisit/commercial-tours.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.

**SPECIAL PARK CONDITIONS**  
COMMERCIAL USE AUTHORIZATION

1. **Self-employed workers/independent contractors:** Should CUA Holder use self-employed workers/independent contractors to conduct the services covered by the CUA, the self-employed worker/independent contractor must be issued a 1099. CUA Holder must ensure commercial general liability insurance policies and any other insurance policies required by the Service provide required coverage for those self-employed workers or independent contractors issued a 1099. CUA Holder may be cited for any violations of the authorization committed by their employees or self-employed workers/independent contractors authorized herein.)
2. **Compliance:** CUA Holder and its employees and self-employed workers/independent contractors authorized herein must comply with the conditions of this authorization. CUA Holder shall insure that its employees and self-employed workers/independent contractors authorized herein entering Bandelier NM are informed of all conditions of this authorization.
3. **Carry Permit:** CUA Holder, and its employees or self-employed workers/independent contractors authorized herein, shall carry a copy of the 2021 Commercial Use Authorization (CUA) while in Bandelier National Monument. Copy of 2021 CUA shall be displayed in all operated/leased/or contracted vehicles while in Bandelier National Monument.
4. **Safety:** CUA Holder and its employees or self-employed workers/independent contractors authorized herein shall take every reasonable precaution to ensure the safety of its clients, its employees, other park visitors, and park employees.
5. **Report of Incidents:** CUA Holder, and its employees or self-employed workers/independent contractors, is required to report ANY personal injury and/or property damage incident occurring within Bandelier involving CUA Holder vehicles, clients and/or employees and self-employed workers/independent contractors authorized herein. The report must be made to a Park Ranger at the first available opportunity before leaving the park. A report will consist of a written or verbal description of the incident. (If a Park Ranger is not immediately available, a report may be made by calling the park at (505)672-3861, ext. 1501 or a brief written report stating the basics of the incident, may be sent to Joanie Budzileni at joanie\_budzileni@nps.gov within 24 hours. CUA Holder and its employees or self-employed workers/independent contractors authorized herein, must cooperate with any investigation of the incident by National Park Service personnel.
6. **Fee Fraud:** Attempting to avoid payment of appropriate fees is a violation of federal law. Any attempt at fee fraud may result in the revocation of this authorization.
7. **Designated Drop-Off Points:** The National Park Service reserves the right to specify in-park drop-off and pick-up points for use by CUA Holder. CUA Holders and its employees or self-employed workers/independent contractors authorized herein, operating minibuses and/or motor coaches must use designated passenger loading/unloading zones and bus parking areas. CUA Holder and its employees or self-employed workers/independent contractors authorized herein must follow instructions from Park Rangers regarding loading/unloading passengers and bus parking.
8. **Off-loading Passengers:** CUA Holder and its employees or self-employed workers/independent contractors authorized herein will be responsible for controlling passengers at those places where the vehicle stops and off-loads. Clients will not obstruct vehicular or pedestrian traffic. This will include keeping passengers from walking into the roadway and obstructing traffic and from walking in the areas posted as sensitive, where resource damage may result. Loading or unloading of passengers onto roadways, driveways, handicapped parking is prohibited.
9. **Idling:** Maximum idle time at any location in Bandelier National Monument is ten (10) minutes. The only exception to this idle time rule is for initial startup with a cold engine. It is not for air conditioners, heaters or other passenger comforts.
10. **Cycling Groups:** CUA Holders offering cycling tours are permitted to begin or end rides at the Amphitheater parking lot located in Juniper Family Campground. CUA Holder must inform all clients that they are required to observe all traffic signs within Bandelier National Monument and are required to stop at the park Entrance Station to inform park staff they are clients of the CUA Holder. CUA Holder must transport clients into Frijoles Canyon by vehicle. Group cycling into Frijoles Canyon is not permitted due to safety concerns.
11. **Park Information:** CUA Holder and its employees or self-employed workers/independent contractors authorized herein will insure that information provided through tour leaders, brochures, literature, or advertising to clients is accurate and reflects the most current information available to depict park flora, fauna, geology, culture, and history.

**12. Advertising:** Advertising for the authorized activity shall not state or imply endorsement by Bandelier National Monument or the National Park Service. Commercial photography or commercial filming of advertisements within Bandelier National Monument may require a separate filming permit which must be approved by the Superintendent. Holder agrees to specifically name all independent or step on tour guides hired/sub-contracted out by the holder that are not employees of the holder on its general liability insurance certificate, unless the independent or step on tour guide has its own, current CUA.

### **Definitions**

*CUA Holder:* For the purpose of this authorization the word "CUA Holder" shall mean the person, company and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. This definition shall include employees of the person, company and/or corporation to whom this authorization is issued.

*Commercial Tour:* For the purpose of this authorization the term "Commercial Tour" shall consist of one or more persons traveling on an itinerary that has been packaged, priced or sold for recreational purposes by an organization, whether for financial gain or not for profit, through the provision of the service.