



Buffalo National River

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COMMERCIAL USE AUTHORIZATION (CUA)

APPLICATION INSTRUCTIONS

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DUE DATE FOR SUBMISSION OF APPLICATION:

Please submit the attached Application at least ***30 days in advance of your proposed start date*** to allow sufficient processing time. Applications not received within that timeframe will still be processed; however the permit may not be issued by your proposed start date.

GENERAL INFORMATION and FAQ's

What is a Commercial Use Authorization (CUA)?

Section 418 of the National Parks Omnibus Management Act of 1998, Public Law 105-391 (Section 418), authorizes (but does not require) NPS, upon request, to issue commercial use authorizations (CUAs) to persons (referring to individuals, corporations and other entities) to provide commercial services to park area visitors in limited circumstances. Commercial Use Authorizations are NOT concessions contracts and are not transferable. CUA's are intended to provide a simple means to authorize appropriate commercial services to visitors in Park areas that **(1)** do not use fixed commercial facilities within a National Park unit, **(2)** the commercial activity originates and terminates outside the park area, **(3)** no money changes hands on park lands, and **(4)** no commercial solicitation occurs on park lands.

What is a Commercial Visitor Service? This type of service means accommodations, facilities and services the NPS has determined to be necessary and/or appropriate for public use and enjoyment of a National Park Service administered area provided to visitors for a fee or charge by person. The fee or charge paid by the visitor may be direct or indirect as part of the provision of comprehensive visitor services.

What types of commercial services are authorized in Buffalo National River? Guided camping, guided hiking, and guided climbing/rappelling may be authorized under a CUA.

Are there limits to the group size allowed per CUA? Yes. Group size is limited. See Table 3 on page 5 for details.

What will be the term of this authorization? The term of a CUA may not exceed two (2) years and no preferential right of renewal or similar provisions for renewal may be provided.

Is sub-contracting allowed under the authorization? Sub-contracting is prohibited under this authorization and authorizations cannot be transferred.

What type of insurance is required before this authorization can be approved? The CUA Holder must provide commercial comprehensive general liability insurance against claims arising out of or resulting from the acts or omissions of the CUA operator or the CUA operator's employees or agents in carrying out the activities and operations required and/or authorized under the CUA. The NPS must receive verification of insurance coverage before a CUA can be issued and the coverage must be maintained as current during the term of the authorization.

Are there any annual or other reporting requirements? Yes, a Monthly Activity Summary Report and an annual Gross Receipts Report must be submitted. The applicable reporting forms will be provided when the CUA is issued.

Are there any restrictions to my application? YES. NPS employees or their resident family members may be NOT be owners, partners, corporate officers or general managers of any business conducting commercial visitor services in a park, nor may NPS employees or their resident family members have a financial interest in such a company. All instances of employment by an operator of the SPOUSE or MINOR CHILDREN of an NPS employee must be approved in advanced, in writing by the superintendent or delegated person(s).

Who do I contact if I have questions? Contact Becky Brock, Concessions Management Specialist, Buffalo National River, at 870-365-2702 or becky_brock@nps.gov if you have questions.

COMPLETING THE APPLICATION

The following correspond with the questions on the CUA application form.

1. Please insert the year for which you are requesting the CUA.
 2. Provide your Business Name.
 3. If you are doing business under an additional name, please provide that name.
 4. Specify your type of business. If this is a partnership, the names of partners must be provided.
 5. Contact Information: We need a means of contacting you anytime during the term of the CUA. Please provide both year-round and summer contact information.
 6. Under 5 C.F.R. § 3501.103(c) – All DOI employees, their spouses, and their minor children are prohibited from acquiring or retaining any claim, permit, leases, small tract entries, or other rights that are granted by the Department in Federal lands. This prohibition does not restrict the recreational or other personal or noncommercial use of Federal lands by an employee, or the employee's spouse or minor child, on the same terms available to the general public.
 7. RESERVED
 8. The NPS maintains a list of all owners, employees, etc. associated with the use of the CUA. Please provide information as requested below. Also, throughout the term of the CUA, any changes to your list of employees must be reported to the NPS so we have accurate information in our records. If ownership changes, please notify the NPS. CUAs are not transferable; therefore when there is a change in ownership, the new owner must apply for a CUA.
 9. Provide information as requested for each motor vehicle (car, truck, van, bus, etc) that will be used under the CUA. Also, throughout the term of the CUA, any changes to your list of motor vehicles must be reported to the NPS so we have accurate information in our records.
 10. Provide information on the services you will provide. The locations or areas of the park you will use must be specified on the application. **Table #3, located on Page 5** of these instructions has information on group size limits for each type of activity – refer to that table before completing this section.
 11. - #13. Please provide information as specified. Applicant may attach any related information however; response must be fully completed on the application form.
 14. Visitor Acknowledgement of Risk information. Please indicate a) or b).
 15. If guiding rappelling activity, please provide an Operating Plan.
 16. Please insert estimated gross annual receipts from your anticipated operations within the park.
 17. The application must be signed by the owner of the business.
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COST RECOVERY and FEE SCHEDULES

Type of Cost	Amount
Application Cost	\$100 - Must be submitted at the time of the initial application. This is a non-refundable payment.
Administration Cost	\$100 - Payable when the permit is approved and prior to beginning the event. This is a non-refundable payment.
Monitoring Cost	If the event requires NPS supervision for resource protection or the health or safety of visitors, the cost will be estimated and payable when the permit is approved and prior to beginning the event. The scope and complexity of the permit activity will determine the level and type of supervision. The fee includes employee travel time to and from the event location.

Reporting Requirements

Reports must be submitted to and received by the NPS on the specified due date. A negative report must be submitted if no activity occurred during any given month. Non-submission of any report may be grounds for suspension or revocation of the CUA. (This includes any other reports that may be required as specified in the park-specific stipulations attached to this CUA.)

Report Description	Due Date
Annual Survey/Gross Receipt Report (Negative Report Required)	Dec. 15 th
Monthly Activity Summary Report (Negative Report Required)	5 th of the month for the preceding month's activity

Late Fees for Overdue Reports

Report Description	Fee
Annual Survey/Gross Receipt Report	\$25 for each 30-day period or portion thereof that the report is late.
Monthly Activity Summary Report	\$25 for each 30-day period or portion thereof that the report is late.

**TABLE #1
Approved Commercial Visitor Services**

Approved Commercial Visitor Services		
Guided Camping	Guided Hiking	Guided Rappelling

**TABLE #2
Activity Codes & Descriptions**

Activity	Code	Description
Guided Camping	GC	Temporary overnight camping activity.
Guided Hiking	GH	Use of established / developed trails for walking and sightseeing.
Guided Rappelling	GR	Activity that involves descending bluffs and cliffs and friction devices to control descent or travel requiring the basic use of climbing ropes, cords, climbing boots, climbing helmets, rappelling devices and anchor systems.

**TABLE #3
Group Size Limitations**

Activity	Group Size Limitations
Guided Camping	<p>Outside one-half mile from any NPS developed area unless it is in a designated camping site: No more than 25 persons, including guides. Ratio shall not exceed 1 guide to 10 clients, or fraction thereof.</p> <p>Designated Camping Areas: Refer to Park Compendium</p>
Guided Hiking	No more than 25 persons, including guides. Ratio shall not exceed 1 guide to 10 participants, or fraction thereof.
Guided Rappelling	No more than (eight) 8 persons, including guides. Ratio shall not exceed 1 guide to 4 clients, or fraction thereof.

**TABLE #4
Minimum Insurance Requirements**

Activity	Type of Insurance	Minimum Amount Required
Hiking, Camping	Comprehensive General Liability	\$300,000/Occurrence
Rappelling	Comprehensive General Liability	PARTY SIZE - Amount Up to 5: \$300,000/Occurrence 6 to 8: \$500,000/Occurrence
Motor Vehicles	<u>Auto Liability</u> Coverage is required for all owned, non-owned and hired vehicles.	PARTY SIZE - Amount Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 to 20: \$750,000/Occurrence 21 to 25: \$1,500,000/Occurrence
Employee Coverage	Worker's Compensation	Statutory worker's compensation and employees' liability as required by the State of Arkansas.

Additional Information:

1. An insurance certificate must show that coverage has been provided for all of your activities.
2. All insurers must be admitted (licensed) in the state in which the Holder is domiciled.
3. The following must be shown on the Certificate of Insurance:
 - a) The Certificate Holder's address is:
U.S. Government
National Park Service
402 N. Walnut St., Suite 136
Harrison, AR 72601
 - b) The A.M. Best Identification Number of the Insurance Company must be on certificate
 - c) The Insured's name (same as that under which you will be doing business).
 - d) The US Government is a named additional insured and is annotated as such on the certificate.

4. Visitor Acknowledgement of Risk Form

- The CUA Holder **may require** guests/clients participating in activities authorized under this CUA to sign a Visitor Acknowledgement of Risks form.
- The CUA Holder **may NOT demand or request** guests/clients participating in activities to sign a liability **waiver** form, insurance disclaimer and/or indemnification (hold-harmless) agreement.
- The CUA Holder will submit to the Superintendent for approval, its "proposed" Visitor Acknowledgement of Risks form, if any, at least 30 days in advance of any proposed changes in the form. If no Visitor Acknowledgement of Risks form will be used, the CUA Holder will advise the Superintendent in writing of this intention at the time of application.
- A sample National Park Service-approved Visitor Acknowledgement of Risks form is attached.

Sample Acknowledgement of Risk Form
VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____,

Doing Business As _____,
their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses
(hereafter collectively referred to as " _____ ", I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

I am aware that **(Description of activity):** _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature

Printed Name

Date

Address, City, State, Zip

Phone

Date

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Printed Name

Date

Phone