



APPLICATION INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park: Fishing Guide Services; Kayak and Canoe Eco-Tours; Surfing Lessons and camps; Kiteboarding Lessons; Windsurfing lessons; Paddleboarding Lessons; Hoursback Tours; Yoga; and Photography Workshops
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, National Park Service, as additionally insured in the amounts designated in the application.
10. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
11. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
12. Include payment of the Application/Administrative Fee (see Attachment B).
13. Please sign and date your application. If the person SIGNING this application is not an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: List of Approved Services



APPLICATION FORM COMMERCIAL USE AUTHORIZATION

OMB Control No: 1024-0268
Exp. Date: 08/31/2016

DEPARTMENT OF THE INTERIOR National Park Service

Cape Hatteras National Seashore
Fort Raleigh National Historic Site
Wright Brothers National Monument
Attention: Concessions Specialist
1401 National Park Drive
Manteo, NC 27954
252-473-2111

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above. Please submit your application fee of \$ 200.00 with this application.

Some parks have minimum requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include documentation of first aid training, an emergency response plan, limits to group size, etc.

(1) **Service for which you are applying**

(See list of approved services in the attached instructions)

Click here to enter text.

(2) **Will you be providing this service in more than one park? Yes No If yes, list all.**

Click here to enter text.

Click here to enter text.

(3) **Applicant** (Legal Business Name and DBA)

Click here to enter text.

(4) **Authorized Agents** (Owner and any onsite person authorized to manage the operation)

Click here to enter text.

(5) **Mailing Address:**

PRIMARY CONTACT INFO (Dates at this address Click here to enter text.)

Address: Click here to enter text.

City, State, Zip: Click here to enter text.

Email: Click here to enter text.

Website: [Click here to enter text.](#)

Day Phone: [Click here to enter text.](#) Evening Phone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#) Cell Phone: [Click here to enter text.](#)

ALTERNATE CONTACT INFO (*Dates at this address* [Click here to enter text.](#))

If same as "Primary Contact Info", check here and go to number (6).

Address: [Click here to enter text.](#)

City, State, Zip: [Click here to enter text.](#)

Day Phone: [Click here to enter text.](#) Evening Phone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#) Cell Phone: [Click here to enter text.](#)

(6) **What is your Business Type** (*Please check one below*):

Sole Proprietor

Partnership (*Print the names of each partner. If there are more than two partners, please attach a complete list of their names.*)

(Name [Click here to enter text.](#))

(Name [Click here to enter text.](#))

Corporation: (State: [Click here to enter text.](#) Entity Number: [Click here to enter text.](#))

Limited Liability Corporation: (State: [Click here to enter text.](#) Entity Number: [Click here to enter text.](#))

Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)

Other (Specify)

[Click here to enter text.](#)

(7) **State Business License Number:** [Click here to enter text.](#) Expiration Date: [Click here to enter text.](#)

(8) **Employer Identification Number (EIN)** [Click here to enter text.](#)

(9) **Insurance and Vehicles**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

Number of Passengers	Minimum per Occurrence Liability Limits
Single Purpose Activities General Liability (includes day and overnight hiking, photography and art classes, bicycling, and group camping.)	\$500,000
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

Will your business operate vehicles (car, truck, van, bus, taxicab, boats, aircraft etc.) within NPS boundaries? Yes No

If "yes," please give a description of each vehicle. Use additional pages if necessary. All vehicles are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

MAKE OF VEHICLE	MODEL	YEAR	MAX # PASSENGERS	OWN	LEASE
Click here to enter text.	Yes/No	Yes/No			
Click here to enter text.	Yes/No	Yes/No			
Click here to enter text.	Yes/No	Yes/No			

MAKE OF WATERCRAFT	MODEL	LENGTH	MAX # PASSENGERS	OWN	LEASE
Click here to enter text.	Yes/No	Yes/No			
Click here to enter text.	Yes/No	Yes/No			

Click here to enter text.	Yes/No	Yes/No			
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(10) **NPS Employment**

Are you, your spouse, or minor children employed with the National Park Service?

Yes No If Yes, please complete below:

Employee: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Park and Office where employed: [Click here to enter text.](#)

(11) **To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions**

Yes No If "yes", please provide the following information. Attach additional pages if necessary.

Date of violation or incident under investigation: [Click here to enter text.](#)

Name of business or person(s) charged: [Click here to enter text.](#)

Please identify the law or regulation violated or under investigation:

[Click here to enter text.](#)

Please identify the State, municipality, or Federal agency that initiated the charges:

[Click here to enter text.](#)

Additional Detail (optional): [Click here to enter text.](#)

(Results) Action Taken by Court: [Click here to enter text.](#)

(12) **FEE:** Please include the Application/Administrative fee as outlined in the Park-Specific instructions.

(13) **Signature:** False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature

Date

[Click here to enter text.](#)

Printed Name

[Click here to enter text.](#)

Title

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 U.S.C. 101925). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.

Additional Information:

The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits to locations, times, group size, and employee licenses and certifications.

CONDITIONS OF THIS AUTHORIZATION

1. 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. 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. 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.
4. 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 be at least \$[Click here to enter text.](#) and naming 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.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization 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 authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. 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.
10. 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.
11. 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.
12. 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.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

**APPENDIX
SPECIAL PARK CONDITIONS
COMMERCIAL USE AUTHORIZATION**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS CUA. **All pages of this CUA must be carried with the permittee or its employees at all times when operating within Cape Hatteras National Seashore, Fort Raleigh National Historic Site, and/or Wright Brothers National Memorial. Failure to carry all pages is a violation of the terms and conditions of this CUA.**

1	Business Operations – This CUA 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 CUA 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.
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2	Damages – 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 CUA.
3	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 NPS does not grant the permittee a preferential or exclusive right to conduct business in any NPS administered area. The permittee shall ensure that the commercial activity will not infringe upon the rights of the general public visiting park lands and permitted commercial fishermen or NPS programs utilizing seashore or soundside beaches.
4	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 the rules, regulations, and relevant orders of the Secretary of Labor.
5	Insurance – 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 CUA. 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 permittee shall provide the Superintendent a Certificate of Insurance at the inception of this CUA and shall provide the Superintendent thirty (30) days written notice of any material change in the permittee’s insurance program hereunder. General Liability – The permittee shall obtain general liability insurance in at least the amount of three hundred thousand dollars (\$300,000). Automobile and/or Boat Liability – The permittee shall obtain automobile and/or boat liability insurance for commercial transportation of passengers in at least the limits specified by the State of North Carolina and shall carry proof of vehicle and/or boat registration and automotive and/or boat liability insurance at all times while operating within the park boundary.
6	Liability Insurance Lapse or Cancellation – Upon notification that the permittee’s automotive, boat, and/or general liability insurance has lapsed or been cancelled for any reason, the CUA to operate in the park shall be suspended until new insurance is obtained.
7	Payment – Payment of entrance fees, where applicable, will be the responsibility of the transportation operator. In cases where the transportation operator and tour operator are separate entities, responsibility and liability for payment will fall on the transportation operator. This includes payment by check and credit card and enrollment in the Pre-Authorized Debit Program.
8	Area Use – This CUA is applicable only for the use of the area and under the terms and conditions designated herein. The area(s) authorized for use under this CUA must be left in substantially the same condition as it was prior to the activities authorized herein. Horse Operators – The permittee, or his/her designee, at the conclusion of each trip must gather and dispose of all horse manure deposited within area(s) authorized for use under this CUA.
9	Waste Management – <u>ALL</u> trash must be disposed of in an appropriate waste container.
10	Fees – The permittee will be required to pay all applicable park fees. A non-refundable fee of \$200.00 for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees, where applicable, are required at Entrance Stations.
11	Reporting Accidents – Any accident resulting in personal injury, death, or property damage will 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 reported to park law enforcement immediately by dialing 911. Commercial operators must remain on scene until the arrival of law enforcement officers.

12	<p>Separated Passengers/Rescues – All commercial operators are responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. While self-rescue is encouraged in cases where no additional resources are needed, the NPS, or other designated federal, state, or local agency with jurisdiction retains the authority to make the determination to employ additional resources when the situation warrants.</p>
13	<p>Employee/agent responsibility – The permittee shall insure that all company employees entering the park are informed of all the conditions of this CUA. (The permittee may be cited for any CUA violations committed by their employee and/or agent.)</p>
14	<p>Regulatory Signs – The permittee must abide by all regulatory signs, including resource, wildlife, safety, and seasonal closures. The permittee must exercise particular care to avoid disturbing wildlife and/or vegetation.</p>
15	<p>Vehicle Use – This CUA does not authorize the permittee or any other person to operate a motor vehicle of any type on park beaches. Only vehicles exhibiting valid Cape Hatteras National Seashore (Seashore) Off-Road Vehicle (ORV) permits may operate in approved Seashore ORV corridors. Participants in permittee’s activities must not interfere with or impede vehicular or pedestrian traffic in the authorized corridors of the Seashore. Participants without an ORV Permit must park their vehicles in authorized parking areas only. Parking on road shoulders is prohibited for CUA participants.</p>
16	<p>ORV Permit – The permittee is entitled to acquire, at no cost, one (1) ORV permit to use on a designated vehicle as part of the permittee’s authorized activities hereunder and for no other purpose. The permittee or his designee must present: a.) the original signed PERMITTEE copy of this CUA with Prep-Paid Voucher for Annual ORV Permit; b.) a copy of the vehicle registration for the vehicle to be used for this purpose; and c.) a valid driver’s license to any Cape Hatteras National Seashore ORV Permit Office and watch the required video to acquire one (1) Annual Permit expiring on the last day of this calendar year. The registered owner of the vehicle is responsible to insure that all persons operating the vehicle on the beach understand and follow the rules. Failure to do so may result in the revocation of the ORV permit and this CUA. The make, model, license number of the vehicle, and the date shall be written in the upper right-hand corner of the ORV permit and signed by the park staff person issuing the permit.</p>
17	<p>CUA Modifications – The hours, number of visitors receiving permittee’s services, and the manner or location of services authorized hereunder are all subject to change at the discretion of the Superintendent without compensation to the permittee or liability to the United States. The permittee and all participants authorized herein must comply with all conditions of this authorization including all exhibits and subsequent modifications of any terms or conditions deemed necessary by the Superintendent as to hours, manner, or location of service authorized hereunder.</p>
18	<p>CUA Compliance – The permittee and all participants authorized herein must comply with all conditions of this CUA, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain a CUA to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the CUA terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. NPS field personnel will be provided with a current list of permittees by the Concessions Office. The Concessions Office will receive a copy of any written warnings or citations issued to a permittee and these documents will become part of the permittee’s park record.</p> <ol style="list-style-type: none"> 1. A first violation may result in a written warning to the permittee sent by the Concessions Office and/or a possible 30-day suspension of the CUA. The appropriate course of action will be based on the seriousness of the violation and the company’s cumulative history. 2. A second violation within any two year period may result in a 30 to 90-day suspension or revocation of the CUA, depending on the seriousness of the violation and the company’s cumulative history. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a period of 12 months. 3. In addition, the NPS may, at any time, terminate this authorization at its discretion or upon breach of any of the conditions based on the seriousness of the violation and the company’s cumulative history.