



### COMMERCIAL USE AUTHORIZATION APPLICATION



**Cane River Creole National Historical Park**  
PO Box 925  
Natchitoches, LA, 71458  
Superintendent, CUA Coordinator  
Phone Number: 318-352-0383

Refer to application instructions at the end of this application. Some parks have additional 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 applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

- 1. Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*
- 2. Will you be providing this service in more than one park?** Yes  No  *If "Yes", list all parks and services provided.*
- 3. Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*
- 4. Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

**5. Mailing Addresses**

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

*If same as "Primary Contact Information, check here  and go to question 6.*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

**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:

Name:

Limited Liability Company

Corporation

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

Other

**7. Business License – State and Number:**

**Expiration Date:**

**8. Employer Identification Number (EIN):**

**9. Liability Insurance:**

Provide proof of liability insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A").

**10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?**

Yes  No

*Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If "Yes," please give a description of each vehicle. Use additional paper, if necessary.*

Make/Model of Vehicle	Year	Max # Passenger Capacity	Own/Rent/Lease

Make of Aircraft	Tail Number	Max # Passenger Capacity	Own/Rent/Lease

Make/Model of Vessel	Registration # or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent/Lease

**11. Additionally Required Documentation:**

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in "Attachment B".

**12. DOI Employment:**

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

Yes  No  If "Yes", please provide information below:

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Bureau or Office where employed: \_\_\_\_\_

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, <https://www.doi.gov/ethics>.

**13. Violations:** 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: \_\_\_\_\_

Name of business or person(s) charged: \_\_\_\_\_

Please identify the law or regulation violated or under investigation: \_\_\_\_\_

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

Additional Detail (optional):

(Results) Action Taken by Court:

**14. Fee:** Please include the Application Fee as outlined in Attachment B.

**15. 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.*

Signature

Date

Printed Name

Title

## NOTICES

### Privacy Act Statement

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

### 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 USC 101911). 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 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. OMB has assigned control number 1024-0268 to this collection.

### Estimated Burden Statement

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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

**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.**

### COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

- Guided Bus Tours
- Guided Walking Tours
- Food Service for Special Events, Short term only (1-3 Days only)
- Traditional Craft Vendors for Special Events, Short term only (1-3 Days)

If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.

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 owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.

5. Provide contact information for both the main season and the off-season. 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 state, 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, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance if you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). You may be subject to additional insurance requirements. Refer to "Attachment A".

10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.

11. Provide copies of additional documentation as required by "Attachment B".

12. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.

13. Provide details 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. Do not include minor traffic tickets.

14. Include payment of the Application Fee - \$100.00. See "Attachment B".

15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information

**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 on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

### 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 318-352-0383 or by going to the park CUA webpage at [www.nps.gov/CARI](http://www.nps.gov/CARI)
- 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

### Administrative

1. The CUA Holder (and its representatives) and all participants authorized herein must comply with all of the conditions of the CUA, including all exhibits or amendments or written directions of the park superintendent.
2. This CUA is applicable only for the use of the area(s) and terms designated in the CUA.
3. The CUA Holder is required to carry a copy of this completed and approved CUA with them.
4. The CUA Holder or his/her designated representative is responsible for understanding the obligations of this CUA, including rules and regulations pertaining to the use of the resources (36 CFR, chapter 2). A designated representative of the CUA Holder shall be any employee of the CUA Holder engaged in the use of this CUA.
5. Non-Exclusive Authorization - this CUA does not grant the CUA Holder exclusive use of any park area. This CUA shall not be construed as limiting the obligation of the park superintendent to issue similar CUA's at the request of other persons seeking to conduct the same or similar activities in the park.
6. The CUA Holder will not be considered a Concessioner to the National Park Service, and will have none of the rights and privileges as such.
7. Inspection and Monitoring – the park superintendent or park designee shall have the right to monitor CUA Holder's tours, and inspect said tours for compliance with all aspects of this CUA. The holder and representatives agree to cooperate in surveys or tour inspections conducted by the National Park Service. If and when approached by a National Park Service employee, the CUA Holder and representatives must identify themselves and their company.
8. Food items prepared, sold, and consumed in the park must adhere to U.S. Public Health Service acceptable procedures and practices for food handling, temperature control, storage, personal hygiene, milk and dairy products sanitation, dish washing, and precautions that will reduce the risk of rodent, insect, and animal infestation in food storage areas. Food preparation operations are subject to review and inspection by a representative of the U.S. Public Health Service or park staff trained in food handling inspection techniques for food service establishments.
9. This CUA will be managed and supervised by the Interpretation Manager, 318-352-0383, x 200.
10. Possession of a valid CUA does not guarantee entry into Cane River Creole National Historical Park. Entrance into the park may be closed or restricted from time to time in response to natural (road conditions, construction, flooding) and/or national security. For latest park conditions, call 318-352-0383 or check [www.nps.gov/cari](http://www.nps.gov/cari).

11. CUA Holder and representatives are responsible for understanding and complying with NPS and State of Louisiana laws, policies, and regulations.

### **Safety**

1. In the event of an emergency while in the park, CUA Holder representative or guest should call 911.
2. Any accident resulting in property damage (including CUA Holder vehicles), personal injury or death shall be reported to the park as soon as possible (36 CFR 2.33, 3.4 and 4.4). Reports should be made to the park superintendent, 318-352-0383, 100.
3. Any threatening or unusual encounters with wildlife shall be reported as soon as possible.
4. To the extent possible, the CUA Holder shall be responsible to see that all members of their groups are safely equipped and properly clothed prior to the activity or tour. The CUA Holder must brief all of their guests on safety protocols.
5. The CUA Holder shall provide necessary equipment appropriate to the size of the group, or as required by law, for emergency first aid care. A first aid kit must be available and adequate to treat minor injuries. All tour guides will have current, valid certification in basic first aid and CPR.
6. The CUA Holder shall provide an appropriately-sized fire extinguisher on all motorized vehicles for guided bus tours.
7. In the event of an emergency, the CUA Holder shall be responsible for the prompt and appropriate retrieval of equipment and clients if accident or breakdown occurs.
8. If the CUA Holder requires that participants sign an "Acknowledgement of Risk" form before any activity, the superintendent must approve it. Operators are not allowed to request or require that visitors sign a "Waiver of Liability". A sample is available upon request.
9. Smoking is not permitted within 25 feet of any public building. During extreme fire hazard periods, smoking may not be permitted on the trail.

### **Payment and Fees**

1. This CUA will require the advance payment by the holder of a minimum fee of \$100. The park may determine additional monitoring costs. These monitoring fees reflect the actual costs incurred by the park to monitor and/or perform needed functions to properly manage the CUA. The park will evaluate the cost of monitoring, calculate the amount, if any, and prepare a bill of collection.
2. Cost recovery fees may be applicable for some CUA activities. Cost recovery fees will be determined on a case by case basis. Payment will be remitted to Cane River Creole National Historical Park on a monthly basis. Cost recovery fees will be used for maintenance and monitoring activities to ensure safe park conditions for all park visitors.

### **Indemnification**

1. The CUA Holder shall purchase at a minimum the types and amount of insurance as stated herein and agrees to comply with any revised insurance limits the park superintendent may require during the term of this CUA.
2. The CUA Holder shall provide the park superintendent with a Certificate of Insurance (and endorsement if applicable) at the inception of the CUA and annually thereafter, and shall provide the park superintendent thirty (30) days advance written notice of any material change in the CUA Holder's insurance program hereunder.
3. The park superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such provide to be inadequate or otherwise insufficient for any reason whatsoever.

### **Reports and Schedules Required**

1. The CUA Holder is required to submit a MONTHLY visitor use summary report to the Interpretation Manager, by the 7th of each month. Failure to supply these reports could result in revocation or non-renewal of your CUA.
2. The CUA Holder shall submit an ANNUAL report by requested due date that summarizes total in-park visitor use and individual gross revenues for the year as a result of operating in the park. Failure to complete the annual survey by the due date could result in revocation or non-renewal of your CUA. Reports are due no later than 30 days after December 31.

### **Rates and Advertising**

1. The National Park Service will not approve the rates of the CUA Holder.
2. The CUA Holder must obtain prior approval from Cane River Creole National Historical Park for any public information releases which refer to the Department of Interior, any bureau or employee (by name or title), or this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.
3. The CUA Holder and its representatives shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which state or imply Governmental, Departmental, Bureau or Government employee endorsement of a product, service, or position which the CUA Holder represents. No release of information relating to this agreement may state or imply that the Government approves of the CUA Holder's work product or service, or considers the CUA Holder's work to be superior to other products and services.
4. The CUA Holder and its representatives shall not depict or suggest prohibited activities while operating in the park. Advertising for the permitted activity shall not state or imply endorsement by the National Park Service.
5. All printed material given to the public by the CUA Holder and its representatives, including promotional material must be approved in writing by the Superintendent prior to use.

### **Outdoor/Wilderness Ethic**

1. The area(s) authorized for use under this CUA must be left in substantially the same condition, if not better, as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the park superintendent.
2. The CUA Holder shall communicate to each visitor, family, or group they are providing service to the principles of "Leave No Trace." Additional Leave No Trace information can be obtained from the Leave No Trace Center for Outdoor Ethics website at [www.lnt.org](http://www.lnt.org).
3. All trash and garbage generated by the CUA Holder and tours will be carried out or packed out of the park. Cigarette butts must not be disposed on the ground.

#### **Traffic and Parking**

1. Vehicles used in conjunction with this CUA shall not impede the flow of normal or emergency traffic.
2. Parking - parking in conjunction with all tours will only be allowed in areas where it is legally permissible.
3. This CUA does not guarantee, reserve, or otherwise give preference for parking, and no vehicles used in conjunction with activities authorized by this CUA may be driven or temporarily left in any areas not authorized for motor vehicle travel.
4. Parking/Loading/Unloading - long term parking (more than ½ hour) of trailers and vehicle is permitted only at designated locations.
5. Signs and Placards – The CUA holder shall abide by all traffic control signs, including but not limited to stop signs, speed limits signs, and other posted traffic control signs.

#### **Use of Motor Vehicles**

1. The authorized CUA Holder must meet the applicable requirements of the Federal Highway Administration (Interstate Commerce Commission) and applicable Department of Transportation – Motor Vehicle Division insurance and operating authority requirements for the State of Louisiana. If the authorized CUA Holder's Federal or state authority is revoked for any reason, or suspended for any reason for a period longer than fifteen (15) days, this CUA is automatically revoked. In this event, no notice of revocation is necessary.

#### **Guided Bus Tours**

1. Guided bus tours are permitted during day-light hours only. Night-time tours are not permitted.
2. Bus Drivers - an employee(s) of the CUA Holder designated as the bus driver or tour leader shall escort/guide each group and monitor adherence to the CUA's special conditions.
3. Safety/Safety Equipment - the CUA Holder must comply with all aspects of "Safety" listed above.
4. Motor Vehicles – the CUA Holder must comply with all requirements of "Use of Motor Vehicles" and "Traffic and Parking" listed above.
5. Group Size - group size for guided bus tours are limited to the maximum capacity of the tour bus. Larger groups exceeding the capacity of the bus must be broken into smaller groups on separate buses. Groups can rejoin at prearranged times and locations where all can be easily accommodated.
6. Picnic area sites, such as Oakland Plantation entrance pavilion, cannot be reserved. All sites on available on a first-come, first-served basis.
7. The CUA Holder and their representatives are responsible for understanding and complying with NPS and State of Louisiana laws and regulations related to the operation of motorized vehicles. In particular, the CUA Holder and their representatives will ensure compliance with the following:
  - Stay in control of motorized vehicles at all times.
  - Travel on designated roadways only.
  - Observe posted speed limits.
  - Comply with all posted traffic signs (stop, one-way, etc.)
  - Do not obstruct roadways. Use pull-outs where provided, or road shoulders when stopping.
  - Yield to pedestrians, community members, and other drivers
8. The CUA Holder and their representatives are prohibited from possessing firearms while in the park on guided bus tours.

#### **Guided Walking Tours**

1. Day walking tours are permitted during day-light hours only. Night-time tours are not permitted.
2. Tour Leaders – an employee(s) of the CUA Holder designated as the tour leader shall hike with each group to monitor adherence to special conditions, and to other touring concerns.
3. Safety/safety equipment – the CUA Holder must brief all of their guests on proper and safe hiking practices, as well as procedures in the event they become separated from the group and/or lost.
4. Group Size – group size for walking tours are limited to twenty (20), including tour leader(s). The CUA Holder will provide a minimum of two (2) leaders per group of 20 people.
5. Groups must stay on designated trails within the visitor area. Walking through operational zones and agricultural areas (fields) is NOT permitted.
6. The CUA Holder and their designated representative are responsible for understanding and complying with park rules and regulations (36 CFR, chapters 1, 2, 4 and 7). In particular, the CUA Holder and their representatives will ensure compliance with the following resource-related regulations:
  - Enjoy wildlife from a distance - do not approach, touch, feed, harass or disturb wildlife.
  - Minimize noise levels, consistent with backcountry/wilderness ethics.
  - Fires are not allowed or permitted at any time.



- The possession, destruction, defacing, disturbing from its natural state, or removal of any natural or cultural feature is prohibited.
  - Dogs, cats and other pets are prohibited on all trails in the park.
7. The CUA Holder and their representatives are prohibited from possessing firearms while in the park on guided walking tours.

#### **Food Service for Special Events**

1. Food service operations are permitted during day-light hours only.
2. Safety/Safety Equipment - the CUA Holder must comply with all aspects of "Safety" listed above.
3. Motor Vehicles – the CUA Holder must comply with all requirements of "Use of Motor Vehicles" and "Traffic and Parking" listed above.
4. Separate "Temporary Food Event Coordinator's Application" is required to be filled out and submitted to the NPS. This form is required to be reviewed and approved by a U.S. Public Health Officer and can take up to 90 days for approval.
5. Duration – Vendors may only set up on park property for short durations of time (1-3 days maximum per event) and only during special events

#### **Traditional Craft Vendors for Special Events**

1. Traditional craft operations are permitted during day-light hours only.
2. Safety/Safety Equipment - the CUA Holder must comply with all aspects of "Safety" listed above. In addition, the park superintendent or designee may also impose additional safety precautions to ensure visitor and staff safety.
3. Motor Vehicles – the CUA Holder must comply with all requirements of "Use of Motor Vehicles" and "Traffic and Parking" listed above.
4. Separate "Temporary Food Event Coordinator's Application" is required to be filled out and submitted to the NPS. This form is required to be reviewed and approved by a U.S. Public Health Officer and can take up to 90 days for approval.
5. Insurance –Some activities, including those deemed potentially hazardous to visitors, will require increased liability coverage.
6. Duration – Vendors may only set up on park property for short durations of time (1-3 days maximum per event) and only during special events.

#### **Non-Compliance with CUA**

1. Penalties for non-compliance of CUA permit are as follows:
  - First violation will result in warning letter.
  - Second violation will be final warning letter.
  - A third violation will result in revocation of the CUA Permit.
  - Citations may be issued at any time.
2. Revocation: This permit may be terminated upon breach of any of the conditions herein or at the discretion of the superintendent without compensation to the permittee or liability of the U.S. Government.
3. No preferential right of renewal attaches to this permit.

**ATTACHMENT A  
CUA Insurance Requirements**

**Commercial General Liability (CGL) Insurance**

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum commercial general liability insurance is \$500,000. Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

**Commercial Auto Liability Insurance** is required if a CUA holder transports passengers or uses in the performance of the service in the park owned/leased/rented vehicles. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance. The minimum Commercial Auto Liability Insurance for passenger transport is:

<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

**Insurance Company Minimum Standards**

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best’s Financial Size Category of at least VII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

**Proof of Insurance Submission**

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- Be written in English with monetary amounts reflected in USD
- Reflect that insurance coverage is effective at time of CUA Application submission
- Name as insured the business or person that is providing the service
- Name the United States as additional insured
- Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
- Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- Include insurance provider rating or provide in separate document

**ATTACHMENT B  
List of Approved Service, Additionally Required Documentation, and Fee Information**

<b>AUTHORIZED COMMERCIAL SERVICE</b>	<b>REQUIRED DOCUMENTATION</b>	<b>REQUIRED CUA FEES</b>
Guided Bus Tours		Application Fee \$100. Must be submitted at the time of the initial CUA application.  Permit/Cost Recovery Fee \$TBD. Payable when the CUA permit is approved.

Guided Walking Tours		Application Fee \$100. Must be submitted at the time of the initial CUA application.  Permit/Cost Recovery Fee \$TBD. Payable when the CUA permit is approved.
Food Service for Special Events	Separate "Temporary Food Event Coordinator's Application" is required	Application Fee \$100. Must be submitted at the time of the initial CUA application.  Permit/Cost Recovery Fee \$TBD. Payable when the CUA permit is approved.
Traditional Craft Vendors for Special Events	Separate "Temporary Food Event Coordinator's Application" is required	Application Fee \$100. Must be submitted at the time of the initial CUA application.  Permit/Cost Recovery Fee \$TBD. Payable when the CUA permit is approved.