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OMB Control No. 1024-0268

Exp. Date: 08/31/2017

**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. Approved activies are listed in the Appendix at the end of this application.
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.

**DEPARTMENT OF THE INTERIOR**

OMB Control No: 1024-0268

Exp. Date: 08/31/2017

**APPLICATION FORM**

**COMMERCIAL USE AUTHORIZATION**

**National Park Service**

Castillo de San Marcos NM

**Attention: Fee Manager**

1 South Castillo Drive

Saint Augustine, Florida 32084

904-829-6506 ext. 239

**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 $75.00 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.

1. **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.

1. **Applicant (Legal Business Name and DBA)**

Click here to enter text.

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

Click here to enter text.

1. **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.

1. **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.

1. ­­­ **State Business License Number:** Click here to enter text. Expiration Date: Click here to enter text.
2. **Employer Identification Number (EIN)** Click here to enter text.
3. **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.

1. **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.

1. **FEE:** Please include the Application/Administrative fee as outlined in the Park-Specific instructions.
2. **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.*

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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 the amounts named in the Special Park instructions 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 Accountabiity 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

**DOCUMENTS AND FEES TO BE PROVIDED *AFTER* THE CUA HAS**

**BEEN APPROVED AND AWARDED**

**Information and fee payments should be mailed to**:

Castillo de San Marcos National Monument

Attn: Administrative Officer

1 South Castillo Drive

St. Augustine, FL 32084

1. Brochure or online information site address showing how the activity is described and conducted (if the entity advertises the service).
2. Management/Monitoring Fee (See **Section** **IX Fee Schedule**)
3. Proof of Liability Insurance as described in Section VIII.

**V. APPROVED COMMERCIAL VISITOR SERVICES**

1. Guided tours that enter the fort property at Castillo de San Marcos National Monument. These tours require advanced reservations through the parks reservation service and incur additional fees associated with the reservation process. (Fort Matanzas National Monument provides free guided tours through the fort property and does not allow commercial tours of any kind through the fort).
2. Guided tours that do not enter the fort property at Castillo de San Marcos NM but occur on park property that is accessible by the general public at either Castillo de San Marcos or Fort Matanzas National Monuments.
3. After hours guided tours that are on park property that is accessible by the general public. These tours are typically referred to as the “Ghost Tours” and take place after the park is closed. Fort Matanzas NM does not allow after hours tours.

**The CUA activity must:**

**(a) Be appropriate to the purposes for which the Park was created as set forth in its enabling legislation;**

**(b) Have minimal impact on the park’s resources and values;**

**(c) Be consistent with all applicable park area management plans, policies, and regulations.**

**VI. COMMERCIAL FREE ZONES**

1. Commercial activity may only take place in areas accessible to the general public at either Castillo de San Marcos or Fort Matanzas NM.
2. Fort Matanzas National Monument provides free guided tours through the fort property and does not allow commercial tours of any kind through the fort.

**VII. GROUP SIZE LIMITS AND TIME RESTRICTIONS**

1. Guided tours entering the fort property at Castillo de San Marcos NM are restricted in size. A maximum of 57 people per time slot are permitted. Each time slot is limited to one hour in the Castillo.
2. There are three (3) CUA time slots available starting at 9:00 through 4:00 PM per half hour.
3. These CUA slots can only be reserved and used by current CUA holders. CUA holders will be charged $20 per time slot reserved. If there is a change to an existing reservation a $10.00 change fee is incurred and a new reservation is made.
4. At this time there are no group size limits on any commercial activities other than those described above. (However, any commercial activity that poses a risk of impact on park resources, impacts the quality of visitor experience, or jeopardizes visitor safety may incur size restrictions to help mitigate the adverse effects).

**VIII. INSURANCE AND THE MINIMUM AMOUNT REQUIRED**

All companies conducting business within the limits of either park boundary are required to maintain liability insurance naming the United States of America (NPS, Castillo de San Marcos NM and/or Fort Matanzas NM) as an additional insured at no less than the coverage amounts listed below. The CUA operator will provide proof of insurance with the required endorsement as part of the application process.

The National Park Service has established the minimum insurance coverage amounts to be as follows:

**General Liability ………………………………………….$2,000,000 annual aggregate**

**Products and Complete Operations …………………..…$1,000,000 per occurrence**

**Personal Injury and Advertising Injury Liability……....$1,000,000 annual aggregate**

**Medical Payments……………………………………..…..$5,000 per person**

Fire Legal Liability………………………………………..$50,000 per fire

The entity assumes liability for and agrees to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees, for and against any and all liabilities, obligations, losses, damages or judgments (including, without limitation, attorney and expert fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomever made, in any way connected with or arising out of the activities of the entity, its employees, agents, or contractors, under this permit. This indemnification will survive the revocation or expiration of this permit.

**IX. FEE SCHEDULE**

The authority of the NPS to recover associated management and administrative costs of the CUA program is found in PL 105-18 and 31 U.S.C.9701 and 16 U.S.C. 3a. The authority to charge Recreational Use Fees is found in PL 105-18 and the authority to charge CUA fees is found in PL 105-391.

Application Processing Fee (non-refundable) **$75**

(due at time of application)

Cost for Managing Program, Monitoring and Compliance **$275**

(due at time of CUA award)

Total cost for one year CUA permit **$350**

**Reservation Fees**

Reservations made in advance are preferred. Unscheduled “walk up” CUA groups will be allowed in the Castillo only if a time slot is available. Either way the company will be charged a $20 fee for guiding a tour into the Fort.

Commercial groups entering the Fort pay the per person rate of $10 per adult, children 15 and younger are free of charge.

**Monthly Billing Cycle**

We will invoice each CUA holder for any reservations occurring for that month on or before the 3rd of the next month. The CUA holder should contact the reservationist with any invoicing discrepancies within 5 days of receiving the invoice. That invoice will be due by the third of the following month. This allows, on average, 30 days for paying the invoice. *Example: Tours during June will be invoiced and sent by July 3rd. That payment will be due by August 3rd*. Please provide the number of the invoice with your cash, credit card, cashier check or money order payable to the National Park Service. Any charges for adults during the month already invoiced will be added on the next month’s invoice.

Failure to pay an invoice after 30 days will generate a letter indicating your payment is past due and must be provided immediately. After 37 (30 days plus 7 additional days) days of delinquency on that invoice your CUA will be suspended, and your company will not be allowed to operate on park grounds or make additional tour reservations until payment is received.

For any unexpected extra adults the CUA group needs to be charged for; we have two options available:

* Pay at the window with any standard payment of cash, cashier check, money order or credit card. *Credit cards are preferred as the NPS transitions to cash handling reductions nationwide. Cashier checks and money orders should be made out to National Park Service.*
* Add the additional adults to the company voucher. In which case we will track the additional charges in our Point of Sale System and then add them to the next monthly invoice. With this method an additional receipt will be given to the tour guide for verification of the number of adults, as well as being able to take those expected charges to their company’s bookkeeper**.**
* **There is still no “pay as you go” option due to managing the program efficiently and avoiding billing mishaps.**