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### Commercial Use Authorization - Provisions

1. **Privilege:** This Permit is a granted privilege to provide business services on United States Property, incidental to Castillo de San Marcos and Fort Matanzas National Monuments (NM). The Permittee agrees to exercise this privilege subject to the supervision of the Superintendent and to comply with all applicable laws and regulations of the area, including all exhibits, amendments, or written direction of the Superintendent. The Permittee will have none of the rights or privileges of and is not a concessioner to the National Park Service (NPS).
2. **Obligation:** By affixing their signature to this Permit, the Permittee explicitly agrees to be subject to all Provisions stated herein, and all Attachments and all Specific Conditions attached. Violation of, or noncompliance with these Provisions, Attachments and Specific Conditions is grounds for revocation. (*Re: 36 CFR §5.3*)
3. **Performance:** The Permittee and their employees registered under this Permit agree to carry out the services authorized under this Permit in a safe, professional, courteous, visitor service oriented manner. The Permittee and their employees registered under this Permit agree to operate safely, operate in a manner that causes no damage to the natural/cultural resources or facilities, and to abide by the highest standards of business ethics, decorum, courtesy, visitor service, and strict adherence to these Provisions, Specific Conditions, the Code of Federal Regulations (CFR), and the United States Code (USC).
4. **Revocation:** This Permit is subject to revocation at any time at the discretion of the Superintendent without compensation to the Permittee or liability to the United States. Operating in an unsafe manner, operating in a manner causing damage to the natural/cultural resources or facilities, failure to abide by the Provisions or Special Conditions of this Permit or other violation of the CFR and/or USC constitute grounds for revocation. (*Re: 36 CFR §5.3*)
5. **Loss of Privilege:** A Permittee who's Permit has been revoked may not become a Partner with, or become employed by another Permittee. Similarly, an employee registered under this Permit who engages in unsafe operation, causes damage to the natural/cultural resources or facilities, violates these Provisions, Specific Conditions, demonstrates poor ethics, decorum, courtesy, or visitor service, or whose actions result in conviction of violation of the CFR and/or the USC may not continue to provide services within the National Monuments.
6. **Non-Exclusive Authorization:** This Permit shall not be construed as limiting the authority of the Superintendent to issue similar permits at the request of other qualified entities seeking to conduct the same or similar activities in the park areas.
7. **Benefit:** Neither Members of nor Delegates to Congress, nor Resident Commissioners shall be admitted to any share or part of this Permit 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 Permit be for either benefit of such corporation. (*Re: RM-53*) No NPS concession contract or commercial use authorization to conduct commercial services in a park will be issued to NPS employees or their spouses and minor children who are owners, partners, corporate officers or general managers of any business seeking such a contract in federal land managed by the Department of the Interior. (*Re: NPS MP2001 – 10.2.8.3*)
8. **Origin of Services:** All services authorized under this Permit must originate and terminate outside the park area; and all aspects of business, i.e. advertisement, solicitation of business, exchange or collection of money, sale of goods or services, etc., must take place outside the National Monuments. This Permit specifically 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.
9. **Provision of Services:** Only the Permittee and their employees registered under this Permit are authorized to provide services specified in this Permit within the boundaries of Castillo de San Marcos and Fort Matanzas NMs. The Permittee may not subcontract or otherwise allow outside entities and/or non-registered employees to provide

any services within the park areas, under the auspices of this Permit. The Permittee and their employees registered under this Permit may not provide any services other than those specified within the Specific Conditions of this Permit unless specifically authorized by written agreement approved by the NPS.

10. **Assignment:** This Permit may not be transferred or assigned under any circumstance.
11. **Change of Business Status:** The Permittee is required to notify the NPS, in writing of any change in business status (i.e., dissolution, changes in partnership, business name, address, telephone number, mailing address, type of corporation, etc.) as far in advance as possible, but no more than 15 days after any change.
12. **Use of Area:** This Permit is applicable only for the use of the area(s) and terms designated in the Permit. The Permittee will not construct any temporary or permanent structures of any kind anywhere within the boundaries of the park area and will not be assigned any facilities or portions thereof, located within the park area, except as allowed to the general public.
13. **Definition of Services Authorized Under This Permit:**
  - a. The Permittee, or registered employee(s), guide(s), operator(s) or representative(s) of the business will maintain a required continuous presence with the visitors/clients from the moment of entering the boundaries of the national park until the moment of exiting the boundaries of the national park.
  - b. The Permittee and their employees registered under this Permit will ensure that no visitor/client disturbs, climbs on, damages, or removes any of the historic or archaeological resources of the national monument and its property. This includes, but is not limited to, climbing, sitting or standing on any of the cannons or cannon carriages or climbing, sitting or standing on any of the shell stone walls of the fort. Entering any closed area is prohibited by law.
  - c. Tours entering the fort proper require advanced reservations made through the park's reservation service (904-829-3099) and must adhere to the guidelines set forth in the Superintendent's Compendium regarding guided tours entering the fort.
14. **Mitigation:** The area(s) authorized for use under this Permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
15. **Damages:** The Permittee will pay the United States for any damage to any Government property resulting from the activities of the Permittee.
16. **Giving False Information:** The Permittee is prohibited from giving false information and/or false documentation; to do so is a breach of conditions and grounds for immediate revocation: *(Re: 36 CFR §2.32 (4) and Title 18 USC §1001)*.
17. **Permits and/or Licenses:** The Permittee must obtain all permits and/or licenses of State or local governments, as applicable, necessary to conduct the business activities specified in this Permit and must operate in compliance with all pertinent Federal, State, and local laws and regulations. Permittee must ensure that current, correct copies of all permits and/or licenses are always on file in the NPS Business Management Office.
18. **Permit Terms and Costs:** *(Re: 16 USC § 3a.)* A Commercial Use Authorization will require the advance payment of fees by the Permittee. The fee for the CUA is \$350.00 per year and must be paid before the permit is authorized.
  - a. **Payment of fees may be made by cashier check, money order or credit card (Visa, Mastercard, American Express, and Discover). Credit Card payments must be made in person.**
  - b. In accordance with the Federal Debt Collection Improvement Act of 1996, the Tax Identification Number must be noted on the check.

19. **Late Processing/Incomplete Application:** Any application package that is returned late (more than 30 days past the due date) will be processed in the order received even if that means a lapse in time between permits. Any application package submitted as incomplete according to the Application Instruction Guide will be returned.
20. **Non-Discrimination:** The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967. If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows:
- a. The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - b. The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - d. In the event of the Permittee's noncompliance with the non-discrimination clauses of this Permit or with any of such rules, regulations, or orders, this Permit may be canceled, terminated or suspended in whole or in part.
21. **Indemnification:** The Permittee shall save, hold harmless, defend and indemnify the United States of America, its agents, and employees for losses, damages or judgments and expenses 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 whomsoever made, arising out of the activities of the Permittee, or their employees registered under this Permit.
- a. 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 Permit.
  - b. The Permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this Permit, and shall provide the Superintendent 30 days advance written notice of any material change in the Permittee's insurance program hereunder.
  - c. The Superintendent will 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.
22. **Public Liability:** The Permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than as specified below and is required, per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An excess liability policy, in addition to a comprehensive general liability policy, is required to achieve the required limits.
- a. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or will provide that the National Park Service, Castillo de San Marcos and Fort Matanzas National Monuments be named as an additional insured.

b. The Permittee will obtain the following coverage at the same limits as required for comprehensive general liability insurance unless other limits are specified:

- i. **General Liability** .....\$2,000,000 annual aggregate
- ii. **Products and Complete Operations** .....\$1,000,000 per occurrence
- iii. **Personal Injury and Advertising Injury Liability**.....\$1,000,000 annual aggregate
- iv. **Medical Payments**.....\$5,000 per person
- v. **Fire Legal Liability**.....\$50,000 per fire

Certificates of Insurance, as stated in Section 24 above, and as outlined in Sections 25 and 26 below, are required. Permittee will maintain all required insurances for the duration of the Permit. Permittee must notify the NPS 30 days prior to a cancellation or change. **Failure to maintain all required insurances for the duration of the Permit will result in immediate revocation of the Permit.**

- 23. **Tour Guide Certification:** The Permittee is required to provide a list of all employees, guides, instructors or other representatives of the company working under this Permit. This list will appear as an attachment to the permit. All guides and instructors are required to obtain a tour guide certification from the City of Saint Augustine.
- 24. **Reporting Accidents/Injuries:** The Permittee is required to formally report in writing all incidents involving an accident, collision, fire, injury, or other casualty to the Superintendent within 24 hours, **regardless of the extent of damages.** Filing this report to the Superintendent does not satisfy applicable United States Coast Guard, State, and County accident reporting requirements.
  - a. Failure to report an accident, collision, fire, injury, or other casualty to the Superintendent within 24 hours is a violation of the condition of this Permit. (Re: 36 CFR § 3.4) Said failure may result in the issuance of a citation and are grounds for revocation of the Permit.
- 25. **Health and Sanitation:** Permittee will comply with applicable public health and sanitation standards and codes.
- 26. **Safety:** Permittee will provide and require each visitor to carry a flashlight or lantern for any tours conducted after dusk to mitigate trips and falls on uneven surfaces due to lack of light.
- 27. **Annual Report:** On or before March 1, the Permittee shall submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the previous calendar year. For the purpose of this Permit, gross revenues are defined as:

The total amount received, realized by, or accrued to the Permittee for all sales of goods and services provided by the Permittee for payment by cash, barter, or credit pursuant to the privileges granted by this Permit.

Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this Permit.

- 28. **Late Annual Reports:** Annual reports 30 days late of the March 1 due date will result in suspension of the Permit. Annual reports 45 days late of the March 1 due date will result in revocation of the Permit. The Permittee will not receive any new permit until Castillo de San Marcos NM receives the required annual report and all applicable Permit fees are paid. (Re: 16 USC § 3a.)