

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
CHANNEL ISLANDS NATIONAL PARK
COMMERCIAL USE AUTHORIZATION

1. Permit Holder
Name _____ Park Alpha Code: _____
Organization _____ Type of Use: **Commercial Services
Guided Sea Kayaking
and Outfitting –
Scorpion Area**
Address _____ Date Authorization Approved: _____
Telephone Number _____ Fax Number _____ Reviewed: _____
Expires: **December 31, 2010**

2. The holder is hereby authorized to use the following described land or facilities in the above named area:

Channel Islands National Park, Santa Cruz Island the Scorpion Area lands and waters (out to 1 nautical mile) starting at Coche Point extending easterly to San Pedro Point. (See Attached Map)

3. The authorization begins at 8:00 am (am/pm) on 04/01/2009 (Month/Day/Year).

4. The authorization expires at 5:00 pm (am/pm) on 12/31/2010 (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

Out- of- Park: The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

In-Park: The commercial service described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI _____ EIS _____ OTHER APPROVED PLANS _____

8. APPLICATION FEE: Required Not Required _____ Amount \$500.00 Non-Refundable

9. LIABILITY INSURANCE: Required Not Required _____ Amount \$300,000.00

10. COST RECOVERY: Required Not Required _____ Amount \$4,500.00 annually

11. FACILITY USE FEE: Required Not Required _____ Amount \$500.00 annually

ISSUANCE of this authorization is subject to the conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures

Authorization Holder:

Signature

Title

Date

Authorizing NPS Official:
Superintendent, Channel Islands
National Park

Signature

Title

Date

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. This indemnification will survive the revocation or expiration of the permit.

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 in the amount of \$300,000.00 and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

- (a) If the limit required by the State where the entity is based is higher than the limit listed above, the entity will provide the higher level of coverage. The CUA holder will provide copies of certificates of insurance to the Park as part of the application process with the required endorsement listing the United States of America (as noted above) as an additional insured.

- (b) Workers compensation coverage must be provided to eligible workers as required and described by State law.
- (c) Coverage provided by insurance companies must meet the following minimum requirements:
 - (i) 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).
 - (ii) All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
 - (iii) All insurers must be admitted (licensed) in the State in which the entity is domiciled.
 - (iv) Deviations from the above coverage requirements must be approved in writing by the Superintendent.

5. Cost 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 on site 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 there from: 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, without compensation to the holder or liability to the United States. The holder will comply with all conditions herein including all exhibits or amendments or written directions 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 annually 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. Refer to Exhibit "A", (CUA Survey). This report is due by February 15 for the preceding year.

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 General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

SPECIAL PARK CONDITIONS

1. The CUA holder is not authorized to subcontract any responsibility, services, or equipment from concessioners.
2. This CUA will authorize each CUA holder to conduct half day to full day and multi-day guided sea kayak and outfitting trips within the defined area.
3. The Cost Recovery and Facility Use Fees are paid to the National Park Service at the time CUA is authorized and annually thereafter, no later than January 15 each calendar year.
4. A minimum operational level of 400 paid client days per year must be met in order to maintain the authorization for the following calendar year.
5. Each of the three CUA Holders will have to share storage space for kayaks and equipment. Refer to Scorpion Kayak Commercial Use Operating Area Map for location.
6. This CUA will be for not more than 28 kayaks disbursed and managed as follows:
 - (a) Not more than 20 kayaks total may be in use at any one time; a maximum of 16 for clients, and up to 4 for guides. The 20 kayaks in use at anyone time limit includes kayaks personally owned, used, rented, or operated by the Permittee or its employees, clients and guests.
 - (b) Not more than eight (8) of these kayaks may be tandems.
 - (c) Up to eight (8) kayaks may be utilized for spares to match client needs. Kayaks not in use must be stored at the designated storage location.
 - (d) No kayaks larger than tandems may be used.
 - (e) The maximum client to guide ratio will be not more than an eight (8) clients to one (1) lead guide.
 - (f) No kayaks may be routinely transported to the island, except to replace equipment and at the beginning and end of the season. Transportation of kayaks in season on the Concessioner vessels will occur only on Tuesdays or Wednesdays for the purpose of exchanging boats for maintenance.
 - (g) All kayaks and associated equipment used must be clearly marked with their company name or other identification while conducting business within Channel Islands National Park for easy identification by NPS personnel.
 - (h) Each of the three CUA Holders will have a specific and contrasting color for all kayaks for that holder (i.e. company A will have all red kayaks vs. company B will have all yellow kayaks).
 - (i) All kayaks are to be molded plastic, sit on top not less than 12 feet in length.
7. The CUA Holder's lead guide shall check in on site at Scorpion Beach Area on Santa Cruz Island with the Island Ranger and submit a written manifest to include the names of each person prior to commencing guiding services and report the number of persons in the party for each day.
8. The NPS records will be the official records for determining the minimal level of service required.
9. Due to the potential for kayak overcrowding at the launch and retrieval site at Scorpion Beach the Island Ranger will determine appropriate launch and retrieval intervals with all the CUA Holders.
10. The Island Ranger in consultation with the on-site lead guide for each Permittee will determine if weather conditions exceed safe operational levels. All CUA Holders will comply with this on-site determination for consistency of operations.

11. All equipment such as life jackets, paddles, helmets, seats, will be stored when not in use, in a lockable storage box (provided by the CUA Holder at its sole cost and expense) adjacent to the kayak storage area.
12. The CUA Holder will have at least one operable waterproof marine channel radio with the lead guide for each group when conducting kayak guiding services.
13. All CUA Holders and their Guides will be required to attend an annual full day training session conducted by the National Park Service.
14. Each CUA Holder may elect to have a designated campsite for guides use only. If a designated campsite is requested an annual fee of \$750.00 (estimated for 50 nights use @ \$15 per night) will be paid to the National Park Service.
15. CUA Holders must use an approved NPS transportation Concessioner and will coordinate and cooperate with NPS transportation concessioners pertaining to matters of safety, logistics, reservations, and customer service.
16. CUA Holders and their Guides will coordinate and cooperate with the NPS Island staff on matters of resource protection, visitor safety and the efficient and orderly management of the park.
17. Business transactions will occur off site through advance reservations and payments.
18. No kayak rentals or business transactions (exchange of funds) will be allowed within the park. The soliciting of business or advertising will not be allowed on site or within the park. This CUA does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned or controlled by the United States of America.
19. The rates for sea kayak guide services of the CUA Holder are subject to review and approval by the NPS for reasonableness (comparability to general open market rates).
20. Permittee shall not perform or provide any food service for its clients under this authorization, including, but not limited to sale or preparation or sale of any food or beverage products within Channel Islands National Park.
21. The CUA Holder must submit all advertising for activities under this CUA for prior NPS approval a minimum of 60 days in advance of public release. Advertisements include but are not limited to the following marketing tools: handouts, brochures, press releases, articles, manuscripts, speeches, paid media advertisements, radio, TV advertisements, Internet web sites, etc.
22. The CUA Holder must designate an on-site liaison person(s) with the NPS submit a list to the Chief Ranger's office.
23. The CUA Holder acknowledges that this authorization grants non-exclusive use of park areas. The Permittee shall ensure that the rights and privileges of other park visitors are recognized.
24. The CUA Holder will have no fixed facilities on areas managed by NPS and will leave the area/site in the same condition prior to use.
25. Acknowledgement of Risk

- (a) The CUA Holder may require guests to sign a Visitor's Acknowledgement of Risks form.
 - (b) The CUA may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.
26. The CUA Holder shall not exit the kayak or set foot ashore inside sea caves, shall not enter Dry Sea Caves, and shall not enter sea caves when breeding sea birds are present.
 27. The Permittee will avoid disturbing seabirds or marine mammals in sea caves and at other locations. The Permittee must be knowledgeable of all NPS and other applicable regulations, i.e. all off shore rocks and islets are closed to public access to prevent any disturbance to marine mammals or sea birds, etc. This information is available from park headquarters or island rangers.
 28. The Permittee shall carry and use portable sanitation device for all day trips in excess of 4 hrs. from sites with fixed sanitation facilities.
 29. The Permittee shall cancel or assign to the NPS boat transportation Concessioner all unused camping reservations, in a timely manner, to permit the re-issuance of the camping permits to the public.
 30. The Permittee will conduct background investigations that will at least require a criminal history check and fingerprinting of guides. If a criminal history exists the information will be submitted to the Chief Ranger for determination of suitability for guiding.
 31. NPS reserves the right to approve Permittees' guides and designate lead guide status.
 32. The Permittee will comply with the following minimum NPS guide standards:
 - (a) All guides will participate annually in a one day (at Scorpion) NPS training session (conducted only twice each year)
 - (b) All guides will have at least current certifications in basic first aid and CPR.
 - (c) New lead guides will have to assist an NPS approved lead guide for a minimum of five days as a guide in training, before being nominated by the Permittee for NPS lead guide designation. A list of the NPS approved lead guides will be maintained in the Chief Rangers Office.

EXHIBIT A

Department of the Interior
National Park Service
Commercial Use Authorization Survey for CY _____

Park Name: _____

Permittee Name: _____

Company Name: _____

Address: _____

Expiration Date: _____ CUA Number _____

1. What service do you provide to the park visitor?

2. How many visitors do you serve per year within the park area?

CURRENT YEAR _____

LAST YEAR _____

Number of Trips

Number of Riders

3. How much time do you or your customers spend in the park (days/hours)?

4. Is the park or its resources a primary or exclusive destination?

5. Is the park only incidental to the service you provide _____ Yes _____ No

If the answer is yes, why? _____

What percent of the activity actually takes place in the park overall?

6. What are the annual gross receipts generated as a result of being in the park?

7. How is the answer to be calculated? _____