

**National Park Service  
Chesapeake & Ohio Canal National Historical Park  
1850 Dual Highway, Suite 100  
Hagerstown, Maryland 21740  
Phone: 301-745-5815**

**Application for a Commercial Use Authorization**

<b>Applicant Name:</b>	<b>Social Security #:</b>
<b>Organization Name:</b>	<b>Tax Identification #:</b>
<b>Address:</b>	<b>Main Telephone #:</b>
<b>Address:</b>	<b>Secondary Telephone #:</b>
<b>City:</b>	<b>Fax #:</b>
<b>State:</b>	<b>Cell Phone #:</b>
	<b>Email Address:</b>

**As an applicant, are you? (Mark one box with "X")**

- Individual  
 Corporation  
 Partnership/Association  
 State Government/State Agency

**If you are an individual or partnership, are you also a citizen(s) of the United States?**

- Yes       No

Please Attach the Following Information:

1. Current brochures (one each)
2. Advertising Materials
3. Description of client charges and fees (what client fees cover). Attach Rate Sheet
4. Documentation of Insurance Coverage (Certificate of Insurances) meeting National Park Service requirements. Liability insurance should state the National Park Service as "Additional Insured".
5. Description of Proposed Service: Please include: season or main period of operation, who is your client/audience, services offered to clients, location, frequency, party size, does this service include the use of motorized equipment or stock animals, etc.
6. List all areas of park that you want to use. Use towpath miles, location descriptions, location names, etc. (i.e., towpath from mile 0 to mile 100, Lock 34 river access point, 15 Mile Creek Campground)
7. Instructor/Guide Certification: Please identify all instructors/guides who would be working under your permit. Attach copies of current licenses/certifications. (Include a statement addressing your requirements for employment, staff training programs, etc. Include a copy of employees' current CPR/First Aid certificates. Please provide the park with written notification of any staffing changes during your operating season.)
8. Safety Plan. (Including, but not limited to evacuation and emergency procedures, contact points, use of cellular phones, first aid equipment and training, etc.)
9. Type of vehicles in the operation and the capacity of each.

Have you ever, or are you currently providing commercial services under a license/permit issued by a state or federal land management agency? If "yes", please indicate the agency(ies), location(s), dates, type of service(s) offered, and all previous names used in these operations.

- Yes       No

I HEREBY CERTIFY that I am of legal age and authorized to do business in the state of Maryland and/or Washington, D.C. that I have personally examined the information contained in this application and that this information is correct to the best of my knowledge.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

**APPLICANTS:** Information provided will be used to determine whether a permit will be issued. Please return the completed application form, any additional information and a check or money order for **\$300.00** payable to the **National Park Service** to:

**C & O Canal National Historical Park  
1850 Dual Highway, Suite 100  
Hagerstown, Maryland 21740.**

Should there be any questions regarding this application or the permit process, please contact the Special Park Use Coordinator at 301-745-5815.

**Note that this is an application only**, and does not serve as permission to conduct business in or any other use of the park. If your request is approved, a permit containing applicable conditions and regulations will be sent to the person designated on the application. **The permit must be signed and returned to the park prior to conducting business.**

**Paperwork Reduction Act Statement:** This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. All the applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

**ADDITIONAL INFORMATION ON INSURANCE AND INDEMNITY - Minimum Requirements:**

The following is general information regarding insurance and indemnity requirements. Exact insurance requirements and liability minimums specific to your proposed commercial service activity, are noted in the conditions of the sample Commercial Use Authorization (copy below).

A. GENERAL. The permittee shall 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 of any nature whatsoever, and by whomsoever made, arising out of the activities of the permittee, and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the permittee shall be approved by the Superintendent. The permittee shall, annually, or at the time insurance is purchased, provide the Superintendent with a Statement of Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Superintendent thirty (30) days written notice of any material change in the permittee's insurance program hereunder.

The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the permittee proves to be inadequate or otherwise insufficient for any reason whatsoever.

B. 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 an amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the minimum limits of liability shall be **\$1,000,000** per occurrence and **\$3,000,000** aggregate covering 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 umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

**All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.**

The permittee shall also obtain the following additional coverage at the same limits as required for the permittee's comprehensive general liability insurance unless other limits are specified below:

- (1) Automobile Liability - To cover all owned, non-owned and hired vehicles operated inside the park by the permittee; Comprehensive Automobile Liability, Uninsured Motorist coverage, and Statutory "No-Fault" coverage, as required by the state of Maryland and/or the District of Columbia. Coverage is required if vehicles are used in the operation.

MINIMUM AMOUNT: **\$500,000 per occurrence Bodily Injury** (or higher depending on the vehicle capacity)  
**\$500,000 per occurrence Property Damage** (or higher depending on the vehicle capacity)  
**Or Combined Single Limit \$1,000,000 per occurrence**

- (2) Worker's Compensation - Statutory worker's compensation and employees' liability as required by the state of Maryland and/or the District of Columbia.

### **SAMPLE 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 in the amount of \$ 1,000,000 per occurrence and \$3,000,000 aggregate and underwritten by a United States company naming the United States of America (National Park Service, Chesapeake and Ohio Canal National Historical Park) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
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 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 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.