

RESERVATIONS AND CONVENTIONS

A. LAW, REGULATION AND POLICY

1. Law

None

2. Regulation

None

3. Policy

Management Policies Manual, Chapter VIII  
Reservations and Conventions

National Park Service concessioners may accept reservations and deposits for the visitor facilities and services (accommodations) they provide. Such reservations will be subject to procedures which assure:

a. Accommodations in the parks serve the primary purpose of providing for public use and enjoyment of the park areas.

b. Accommodations are available to a broad spectrum of visitors.

c. No one category of visitor gains special privileges, whether through group affiliation, prepayment of substantial advance rental or other means.

d. Concessioners are encouraged to seek business (tour and convention) in the off season or in underutilized facilities because resulting revenues may provide the margin needed to keep the concessioner open for the general public.

B. RESERVATIONS-INDIVIDUAL VISITORS

1. Comparability

Concessioners should develop reservation procedures patterned after those businesses that are used as comparables in approving their rates. (See Chapter 18, Rate Administration Program, Paragraph D and E).

2. Limitations-Service-wide

a. Concessioners may not accept reservations more than two years in advance for accommodation facilities or services such as lodge rooms, trail rides, river runners or houseboats, (subject to the modification in 3.a., below), which are customarily rented for short periods of use. This does not preclude the concessioner from establishing a time limit for advance reservations of less than two years.

b. Waiting lists will be maintained by appropriate category for services such as boat slips or long term trailer spaces which are customarily rented for continuous occupancy. Vacancies will be offered to persons on the waiting list strictly by date of entry on the list. Pre-payment of rental more than one year ahead in order to secure the current rate or a discount is permitted but does not entitle the renter to be advanced on the waiting list.

3. Optional Limitations

Superintendents may augment or modify the above Service-wide limitations when necessary to phase in the new policy and procedures and to achieve equity between the individual visitor and the tour group visitor in accordance with the following guidelines.

a. Where past practices have allowed reservations to be made several years in advance, as is the case with certain river runners, those reservations will be allowed to stand as publicly advertised. However, the Superintendent should develop, with the concessioner, a phased plan to gradually bring advance reservation periods down, preferably within the two year limitation.

b. In any case where these new administrative procedures conflict with past practice, phasing in of the new procedures should be gradual, but in accordance with a mutually agreed written plan. In no case should previously confirmed reservations be cancelled in order to achieve compliance with the new policies and procedures. Full implementation however, should be accomplished within 5 years from the date of this issuance.

c. Additional measures may be needed to provide equity between the individual visitor and the tour group visitor. Tour measures are discussed in Paragraph F., below.

C. TIME SHARING

1. Definition

A time sharing agreement provides for the use of a specific facility or type of facility during a specific time period for a number of future years.

Since the fee title to real property on government land rests with the government, commercial time sharing agreements that convey ownership (fee simple) of real property are not valid in the National Park System. Commercial type time sharing agreements that grant a periodic occupancy right may be legal, but violate the policy (Paragraph A. 3. c., above) against special privileges to one category of visitors.

2. Prohibition

Any type of time sharing designed to provide ownership or periodic occupancy/use of any accommodation or facility for multiple years is prohibited. Existing official agreements, if any, of this nature may be continued for the established period but cannot be renewed or extended. No new agreements will be issued. Renewable rental agreements for services such as boat slips and long term trailer spaces, rented for continuous occupancy are not considered time sharing and are not subject to these provisions.

\* 3. Commercial Operations Outside Of Concession Authorizations

a. GENERAL

There have been instances whereby private parties advertise in public media the sale, rental or leasing including intermittent ownership or use of houseboats to be moored and used within a park area. This is a commercial activity which violates 36 CFR §5.3 (see Chapter 5 of this Guideline) and may also violate the preferential right of existing concessioners. (See Chapter 11 of this Guideline for definition of preferential right.)

On the other hand, it is a legitimate use of the park for a group of people to band together to purchase or lease property and to share its use among themselves. It is also a legitimate use if a business firm keeps property in the park for the recreational use of its employees or associates. These activities fall within the prohibited category only when there is rental of use time to third parties.

b. RENTAL AGREEMENT PRECLUDING VIOLATIONS

With the approval of the Superintendent, concessioners may include in their slip or moorage rental agreement requirements designed to detect violation of their preferential rights and circumvention of 36 CFR §5.3. If violations are detected the concessioner may terminate the agreement, subject to the renter's right to appeal to the Superintendent, whose decision shall be final.

On request, the WASO Concessions Division will provide wording for such requirements.\*

D. DEPOSITS, REFUNDS, AND CANCELLATIONS

A deposit is intended to protect the concessioner from loss if the reservation is cancelled and cannot be refilled by another visitor. It is not intended to serve as an additional income source. Concessioner deposit practices should be no stricter than those of the businesses used as comparables for rate approval. They should be set forth in the approved rate schedule and/or the operating agreement.

1. Requirements

The following will apply Servicewide:

a. Concessioners may require a deposit as a condition for issuing a confirmed reservation.

b. Conditions under which deposits will be refunded and/or cancellation fees will be charged will be stated in detail in the concessioner's approved rate schedule and advertising material.

c. Pertinent portions of the refund policy will be printed on the concessioner's advertising material and the Reservation Confirmation Notice, including:

(1) **Honoring Rates**

If a deposit for individual reservations does not secure the rates for the facility or services reserved, the confirmation is to state in bold letters "RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND ARE NOT GUARANTEED." Additionally, if the rates are not guaranteed then the traveler must be notified of any increase, prior to arrival at the park.

(2) **Advance Notice For Refund**

The method for cancelling a reservation and amount of advance notice required to receive a refund.

(3) **Cancellation Fee**

The amount of a cancellation fee, if any, and the conditions applicable to such a fee.

d. Refunds due will be made within 45 days from concessioner's receipt of the cancellation notice.

2. Preferred Method in Absence of Uniform Comparable Practices

When the comparables' deposit policies are not uniform, the following represent NPS preferred deposit practices for individual reservations. Deposit practices for tour groups may be set by negotiation between the concessioner and the tour agent, subject to the limitations discussed in paragraph F.1.b., below.

a. The deposit requirement should be limited to the first day's rent. (See exception in 3., below).

b. The rates in effect at the time of deposit should apply to the entire period of the visitor's stay, even though there may have been a price increase. Failing that, the old rate should at least apply for the same number of nights as the deposit.

c. A few hotel operations charge a cancellation fee even though the reservation is cancelled before a deadline. The fee is said to cover administrative costs of handling the reservation. Even though a few comparables list a cancellation fee, closer inquiry will reveal that, in actual practice, it is rarely charged. This practice is strongly discouraged and will require Regional approval.

3. Exception for Remote Areas and Special Circumstances

When a concession facility or service is extremely remote, requires an uncommon mode of transportation to the facility or service (hiking, horse, aircraft, extended boat trip) and there is a resulting high likelihood that a cancellation cannot be filled, the concessioner should be allowed a more strict refund practice. This may include a longer advance cancellation time for obtaining a refund, requiring a deposit for the entire period, refunding only a portion of the full deposit or conditioning the refund on backfilling the cancellation.

E. PROTECTION OF DEPOSIT FUNDS

There is no practicable means whereby the National Park Service can guarantee the safety of visitors deposits. As is the case in private industry, there always exists the possibility that a company will fail and that its customers will lose their deposits. A requirement for bond or an escrow account has been explored and found infeasible.

F. COMMERCIAL GROUP TOURS AND CONVENTIONS

Group tours, conventions or group meetings can be beneficial to visitors, the National Park Service and concessioners. Group tours can assist in energy

conservation, reduce traffic congestion, and provide a better means of transportation for older visitors and special populations. Tours and conventions can also be instrumental in increasing occupancy in the off season or in underutilized facilities and thereby extend the regular visitor season.

The two types of patronage differ in that a group tour consists of a body of visitors who come, usually by common carrier, to visit and tour the park itself rather than to attend meetings. In the case of conventions and meetings, the function rather than the park is the primary purpose of the visit. Group tours are usually sponsored by a tour organization or result from organizational affiliation of the members. A group tour should be regarded as a collection of individual visitors who differ from the ordinary visitor only in their mode of travel.

1. Commercial Group Tours

Group tours should be encouraged throughout the season, but in balance with demand from visitors who travel independently. The intent of the policy is to assure that neither the tour nor the individual is excluded and that, when demand markedly exceeds supply, historic ratios of the two types of use are maintained.

a. MONITORING

Periodically the Superintendent and concessioner should review data on group tour bookings and cancellations. If such a review indicates that any of the following conditions exist, then the concessioner has the responsibility to take measures that will correct the deficiency.

(1) There has been an increase in visitor complaints about inability to get reservations.

(2) There is a pattern in which group tours have near total use of a particular class of accommodations during the peak season.

(3) There is a high rate of cancellations by tour companies. This can create a situation where an individual cannot get an early reservation because the rooms are blocked for tour companies, yet late requestors can get rooms because tour companies have cancelled in the interim. Cancellations which exceed 40% of original bookings are considered high.

b. POSSIBLE LIMITATIONS BY NPS

National Park Service involvement in a concessioner's group tour practices should occur only when one of the above preconditions exists and when the concessioner has proven unwilling or unable to solve the problem. In such instances, the Superintendent may require the concessioner to initiate cer-

tain restrictions, being objective, fair, and reasonable to all parties. The restrictions include:

(1) Deal more vigorously with those tour operators who cause the problem. Measures which could be considered include selective imposition of higher deposits, shorter advance reservation times, longer cancellation requirements or, ceasing to do business with poorer operators.

(2) Maintain a waiting list of individual visitors whose reservations could not be filled, so that those individuals may have the first priority to get group cancellations.

(3) Reduce the advance reservation period to less than two years.

(4) Place a maximum limit on the percentage of all accommodations, or on accommodations of a particular class, which may be reserved by group tours. The percentage limit should be based on historical data and should apply only to peak periods.

## 2. Conventions and Group Meetings

### a. GENERAL

Conventions and group meetings are not to be permitted if they would interfere with the general visiting public's use and enjoyment of the area.

Those seeking facilities for conventions should be encouraged to do so during the off season or when historically occupancy is low. Such use may enable the concessioner to more fully utilize its facilities, extend the length of the operating season for the general public and assist in maintaining lower rates during the peak season. For that reason, convention bookings should not fill all rooms even during off season; a proportion, based on historic usage, should be held for the general public visiting the park.

### b. APPROVAL PROCEDURES

#### (1) **Agreement**

The Superintendent and concessioner are to agree in writing as to when and under what conditions convention and group meetings are to be permitted. The agreement is to specifically include dates, maximum number of rooms or other facilities that may be used for such business and other special requirements that may be needed. The agreement is to be predicated on a review of past occupancy statistics, current visitor trends, projected occupancy rates and other pertinent information. The agreement is to be reviewed periodi-

cally and revised as necessary. The agreement may be part of the Operating Agreement (see Chapter 21).

(2) **Bookings**

(a) **WITHIN AGREEMENT**

The concessioner may book convention and group meetings within the criteria established in the agreement without further approval of the Superintendent.

(b) **OUTSIDE OF AGREEMENT**

If the concessioner desires to book groups outside of the parameters of the agreement, approval from the Superintendent will be required. The Superintendent is to determine if the facilities are to be made available based on the same type of review used in the basic agreement and is to convey his/her decision to the concessioner at the earliest practicable date.

(c) **REPORTING**

Concessioners are to keep records on conventions and group meetings both advance and actual use, which reflect groups booked, dates, number in group and the number of rooms and other facilities used. On request the concessioner is to provide the Superintendent with this information.