

Commercial Use Authorization Stipulations- National and Alaska Region

NATIONAL CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** 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. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the 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. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Employee Conduct:** The holder must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The holder must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures. The holder must review the conduct of any of its employees whose action or activities are considered by the holder or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation. The holder must maintain, to the greatest extent possible, a drug free work environment.
4. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
5. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
6. **Liabilities and Claims:** 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.
7. **Insurance:** 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 name 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.
8. **Exculpatory Agreements:** Any exculpatory agreement used by the CUA holder or entity providing services authorized by the CUA must comply with applicable state and federal law and NPS policy. The exculpatory agreement must not waive liability or preclude claims against or require indemnifying the CUA holder or entity providing services authorized by the CUA for gross

negligence, recklessness, or willful misconduct. The exculpatory agreement must waive liability against the United States by including the following language: "The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity." The Service will not as a matter of standard practice, collect, review or approve the exculpatory agreement. The CUA holder may consider consulting with their own counsel in the development of its exculpatory agreement to ensure they comply with NPS policy and Applicable Law. However, the Service reserves the right to review the exculpatory agreement and any modifications or replacements of the agreement at any time during the term of the CUA and require any revisions to ensure all the requirements of NPS policy are met. The NPS also reserves the right to require changes to the exculpatory agreement or, to the extent permitted by law, revoke the allowance to use the exculpatory agreement, if the Service determines the agreement is not compliant. Any determination by the Service that an exculpatory agreement is policy-compliant does not convey the NPS's view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.

9. **CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
10. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
11. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
12. **Suspension and Revocation:** This authorization may be suspended or revoked upon breach of any of the conditions herein or at the discretion of the area Superintendent.
13. **Preference or Exclusivity:** 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.
14. **Construction:** 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 area Superintendent.
15. **Reporting:** The holder must submit annually the CUA Annual Report (NPS Form 10-660) by January 31 for the prior CUA season and also must submit upon request the CUA Monthly Report (NPS Form 10-660A). The holder is to provide the area Superintendent upon request any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
16. **Accounting:** 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 access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
17. **Paid Sick Leave:** The holder must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing

regulations, including the applicable contract clause, codified at 29 C.F.R. part 13, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

18. **Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
19. **Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.
20. **Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

ALASKA REGION CONDITIONS

Applicability: Current calendar year National, Region, and Park-Specific Conditions, as published at on the [Alaska Region CUA website](#), are applicable regardless of the permit issue date.

As used herein and in any CUA, the term "employee" includes all of the CUA holder's officers, employees and other representatives, including but not limited to interns or volunteers.

1. Engaging in a commercial visitor service or activity not authorized on a CUA permit (Form 10-115), signed by both the NPS deciding official and an authorized agent of the CUA, is prohibited.
2. Within the boundaries of the park unit(s) authorized on this permit, only the holder and their employees registered under this permit are authorized to provide the services specified on the permit. The holder may not subcontract or otherwise allow outside entities and/or non-registered employees to provide any services within the park unit, under the auspices of this permit.
3. The commercial visitor services authorized by an (out-of-park) CUA must originate and terminate outside of the boundaries of the park area ("outside of the boundaries of the park" to include an in-holding within the park). The CUA does not authorize the holder to advertise, solicit business, collect fees or sell any goods or services within the boundaries of the park area.
4. Unless authorized by park Superintendent, all personal property used in the operation of CUA activities must be removed from the park area after each trip. Leaving personal property within the park area between trips is prohibited.
5. Holder is responsible for ensuring that each employee complies with the terms and conditions of the CUA. The CUA holder shall ensure that each of its employees receives training in and reviews a copy of its CUA including all conditions and stipulations. The NPS reserves the right to request written certification that all employees have received training in and reviewed a copy of the CUA including all conditions, stipulations, and the park compendium.
6. Holder must provide a current employee list to the National Park Service annually prior to startup for seasonal operations, or at the beginning of the calendar year for year-round operations. The holder must inform the NPS of any additions to the employee list prior to the employee working in the park.

7. Holder and their employees must carry a current, signed, and approved CUA permit (Form 10-115) for the park unit in which they are operating. A reproduction or electronic copy on a mobile device is acceptable. The holder and their employees must present the permit to any park employee on demand.
8. When operating in the backcountry, the holder must comply with the guidelines of the US Public Health Service for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting: http://www.nps.gov/public_health/info/rms/rm83f.pdf
9. When conducting any multi-day guided backcountry or wilderness activity (such as but not limited to mountaineering, glacier travel, backpacking, or river travel) holder or their employees must carry some type of two-way electronic communication equipment, including a backup source of power, capable of communicating with NPS or other emergency responders. Acceptable communication equipment includes satellite phones, satellite messengers (i.e. Garmin inReach, Spot, or similar), VHF radios, or cell phones (only where service is known to be available). In addition, holder or their employees must carry a non-electronic method to supplement the electronic communication equipment such as mirrors or flares for signaling location. Each group participant/client must be instructed on the proper use of these devices.
10. Accidents involving personal injury, substantial aircraft or vessel damage, or threatening incidents involving wildlife where active hazing by spray, flare or firearm are used must be reported orally or in writing to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] For the purposes of this paragraph, “substantial damage” means damage or failure, which adversely affects the structural strength, performance, or flight/operating characteristics of the aircraft/vessel.
11. Parks may contain private lands, it is the holder's responsibility to obtain prior approval from landowners for access to or across private lands within the park unit.
12. The holder shall inform clients of park regulations and safety concerns before beginning a trip (see park regulations at <https://www.nps.gov/locations/alaska/park-regulations.htm>).
13. Unmanned Aircraft are not allowed for use in units of the National Park System. Unmanned Aircraft is defined as a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device, and the associated operational elements and components that are required for the pilot or system operator in command to operate or control the device (such as cameras, sensors, communication links). This includes all types of devices that meet this definition (e.g., model airplanes, quadcopters, and drones) that are used for any purpose, including for recreation or commerce.

14. Suspension, Restriction, Revocation, and Denial Policy:

Further to National CUA Condition #2, NPS Interior Region 11 [Policy](#) states that a CUA may be suspended, restricted, or revoked when the holder/owner or employee commits a violation as defined by the policy (below).

- Failure to comply with state or federal law, regulation or administrative action when conducting activities authorized by the CUA, including but not limited to federal and/or state health or safety codes.;
- Failure to comply with state or federal law, regulation or administrative action where a link exists between the offense and the business activity authorized or to be authorized, regardless of whether the violation occurred in a unit of the National Park System;
- Violation of 18 U.S.C. 1001, providing false information to any agency or department of the United States;
- Failure to comply with the provisions and conditions of the CUA, including national, regional, and [park-specific conditions](#)

- Failure to adequately and timely address material and documented operational concerns expressed by the National Park Service that may negatively impact visitor experience, park resources and/or staff and visitor safety.

15. Reporting Requirements:

Annual Report (Form 10-660) - Required for All CUA Holders in All Park Units

Further to National Condition #15, CUA holders in all Park Units, must annually submit a completed Annual Report (Form 10-660) on or before January 31st for the prior CUA season. The current Annual Report is available to [download](#). Submission is required even if the CUA holder did not operate in a park unit.

Denali and Glacier Bay CUA holders, and all CUA holders issued a permit through the online [CUA Application and Reporting System](#) must use that system to enter information traditionally requested on the Annual Report (Form 10-660). Reports must be submitted on or before January 31st of the following year. Submission is required even if the CUA holder did not operate in the park unit.

Activity Reporting - Required for All CUA Holders in All Park Units

Certain activities require more detailed reporting. Refer to park-specific stipulations for additional detailed conditions related to your permitted activities.

The holder is required to use the online [Visitor Use Reporting system \(VURn\)](#) to report all commercial activity for all park units in Interior Region 11 – Alaska. If the CUA holder did not operate in a park unit, the holder must use VURn to report no use/did not operate and meet the Activity Reporting requirement.

Unless otherwise noted in park-specific permit stipulations, each trip to a park unit must be reported separately. A trip is defined as a commercial visit to or entry in a park unit. It is considered one trip each time a permitted business enters and leaves a park unit.

Activity Reporting in VURn, for All Park Units except Denali NP&P must be completed on or before November 15th annually. Denali Operators must enter prior year activity in VURn on or before January 31st of the following reporting year.

Further to Interior Region 11 Condition #14, the Suspension, Restriction, Revocation, and Denial Policy, failure to submit required activity and annual reporting or fee payments in a timely manner may impact the holder's ability to obtain a CUA in future years. New CUA applications will not be processed until all prior year reports and payments are complete.