



Commercial Use Authorization Conditions for: Guided 4-Wheel Drive Tours

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 and underwritten by a United States company naming the United States of America (National Park Service, Death Valley National Park PO Box 579 Death Valley CA 92328) 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.

SPECIAL DEATH VALLEY NATIONAL PARK CONDITIONS

FOR

GUIDED 4-WHEEL DRIVE TRIPS

(Camping in backcountry is not permitted for this commercial activity)

1. The Guided 4-Wheel Drive Trips CUA allows the Holder to conduct guided 4-wheel drive trips for private individuals, groups or organizations. The Holder is responsible for the actions of their clients while they are out of the vehicle and participating in the guided activity.
2. In accepting this Authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the Park was established; for example, visitor understanding and enjoyment of the Park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture within the Park, to their clientele.
3. Information provided through tour leaders, brochures, literature or advertising will insure that the information that is provided to Park visitors is accurate and reflects the most current information available to depict Park flora, fauna, culture and history. (Information may be found on the internet at <http://www.nps.gov/deva/index.htm>). A general outline of information to be provided must be submitted along with the application for CUA.
4. The Holder shall train their employees and educate their clients to ensure that the Park's geological, biological, historical and archeological resources are not disturbed. The Holder is responsible for informing their employees and clients of Park regulations and assuring compliance on full service trips. The Holder shall insure that all employees and clients entering the Park are informed of all applicable "Special Park Conditions" of this Authorization. The company may be cited for any violations committed by their employee(s). (The Holder is responsible for the actions of its client(s) while they are under the direction of the guide.)
5. Commercial use authorizations issued by Death Valley National Park are only valid for planned and approved activities within Death Valley National Park and are not transferable to other National Park Service units.
6. The Holder is required to carry a valid copy of this Authorization while conducting guiding services within the Park.
7. Guides must be the direct employees of the CUA Holder. Guides must be a minimum of eighteen (18) years old. The Holder shall ensure that their guides possess the knowledge, skills and experience necessary to safely lead groups on day trips into the Park. The Guides must have experience in the areas in which they guide. Guides, leading clients into the Park must understand the hazards involved and be properly trained and prepared for conditions and situations, which may be encountered.

8. The permittee, in exercising the privileges granted by a permit, will be required to comply with all applicable federal, state, county, and local laws, ordinances, regulations, codes, permit requirements, and conditions as well as departmental guidelines and park regulations contained in Title 36 of the Code of Federal Regulation available at: <http://www.law.cornell.edu/cfr/text/36>
9. Permittee is responsible for reading the annual Superintendent's Compendium and being familiar with all applicable laws and policies that govern Death Valley National Park: <http://www.nps.gov/deva/parkmgmt/rules-and-regulations.htm>
10. Holder will be held responsible for assuring that entry fees are paid by all participants and agrees to pay all applicable entrance fees in effect at the time of arrival at the Park. Under 36CFR 2.23(b), failure to pay the designated entrance fee upon entering Death Valley National Park may result in a fine and the suspension or revocation of your permit. Group leaders or guides are required to ensure that participants have paid their park entry fees at the individual rate (currently \$10.00 per person or \$20.00 per vehicle, valid for 7 consecutive days). Permittee will sign an Entrance Fee Certification.
11. Groups will notify the Death Valley National Park permits office of all proposed trips and any proposed changes to trip itineraries via a **Supplemental Activity Application** submitted to the Special Park Uses Office at least 7 business days prior to proposed trip. Failure to do so may result in the revocation of a commercial use authorization as well as other associated permits.
12. Leave No Trace principles and ethics are in effect for all participants. CUA holder must provide Leave No Trace brochures to all participants. Permittee will sign a Leave No Trace Certification. Tri-fold brochure is available at: <http://lnt.org/sites/default/files/PrinciplesTrifold.pdf>
13. The Holder is to maintain an accounting system under which its accounts can be readily identified with 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.
14. The Holder shall submit the annual survey to the Office of Special Park Uses. The completed report form is due by January 15, 2015 and includes a summary of total in-park visitor use and gross revenues for the year. Failure to submit completed documentation by the January 15, 2015 date may result in a fine and the suspension or revocation of your permit.
15. NPS policy states that operators cannot require visitors (clients) to waive their right to hold CUA holders responsible for actions. The Holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer and/or indemnification agreement. The Holder is permitted to request or require clients to sign an acknowledgement of risk statement or form prior to participation. The Holder may require or request a client sign a form or statement indicating that the client has certain prerequisite skills that may be required to participate in the commercial activity. The only Acknowledgement of Risk form that has been approved by Death Valley National Park is available on the park website at: <http://www.nps.gov/deva/parkmgmt/upload/Exhibit-1-Acknowledgement-of-Risks.pdf>
16. Group Size: Limited to 12 vehicles total. Group size is limited to forty (40) people per party (maximum), including guides.
17. One event per location per day and no more than 2 events per location per week. Travel restricted to existing backcountry roads only.
18. Additional customers may not be added to the tour while the Holder is in the Park. All bookings and financial transactions must take place outside of the Park.
19. It is the responsibility of the Holder to obtain any additional permits necessary for additional activities associated with this permit.
20. CUA does not imply exclusive use of any area in the Park. Activity may occur anywhere in the park as long as it does not conflict with NPS-sponsored programs or obstruct the ability of visitors to access and enjoy an area

of the park and take place in an area that is open to the general public. Locations must be pre-approved by the NPS and permittee must provide a daily schedule.

21. The following areas are closed to all entry, except when accompanied by National Park Service personnel: Copper Canyon, Devils Hole, Titus Canyon Cave, Lower Vine Ranch, American Borate Company mines near Ryan, Timbisha-Shoshone tribal areas near Texas Springs Campground, Crystal Cave, Skidoo Stamp Mill, all mines including those without an installed closure, any facilities or buildings used for the storage, treatment, or transmission of electricity, gas, telephone, waste disposal or domestic water and the Cow Creek employee housing area.
22. All special use or commercial use activity areas will remain open to the public. Activities will not unduly interfere with other park visitors' use and enjoyment of the park, and will not block access to wayside exhibits, visitor centers, viewpoints, parking lots, or any points of interest.
23. Only one commercial group per day in Mosaic Canyon, Natural Bridge Canyon, Indian Pass Canyon and Sidewinder Canyon.
24. All backcountry camps must be 100 feet from the nearest water source.
25. Unless an area is closed to backcountry camping, provided CUA holder has a Backcountry Camping CUA, camping is permitted 2 miles from the nearest paved road, day use road, or developed area. Roadside camping in these backcountry locations is permitted in previously disturbed areas. The superintendent reserves the right to close any area to commercial activities if conditions warrant.
26. Trips taking place in wilderness will be undertaken in a spirit which preserves and enhances the wilderness resource, by furthering at least one of the public purposes of wilderness as defined in the Wilderness Act -- recreational, scenic, scientific, educational, conservation, or historical use.
27. Pathways used to access areas will be chosen so as to minimize biophysical and social impacts.
28. The permittee hereby agrees to transport all group participants for each trip in no more than four (4) vehicles within the park.
29. Operating a motor vehicle in a manner that causes unreasonable damage to the surface of a park road or route is prohibited.
30. Vehicles with off-road registration "green stickers" may not be operated in the park.
31. Off-road vehicles are prohibited from operating on all park roads, paved or dirt. These types of vehicles include, but are not limited to, ATVs, dirt or motocross bikes, and golf carts, Rhino or Polaris multiple passenger vehicles. Duel sport motorcycles are allowed on paved or dirt roads as long as the vehicle is registered and street legal according to California state laws.
32. Off-road travel by any vehicles will be prohibited. This includes motorcycles, bicycles and four-wheel-drive vehicles. Vehicles are not permitted to park off road but may park in pre-disturbed areas along roadways and in a manner that does not prevent the flow of traffic. Keep all vehicles and trailers on established roadways and shoulders.
33. Vehicles will be clean and free of mud and vegetation on the body and undercarriage before entering the park.
34. Stunt or high-speed driving will be prohibited. All speed limits will be obeyed.
35. Maximum speed limit for all dirt roads is 25MPH.
36. Group leaders and guides must be currently certified at the Basic First Aid/CPR level or higher for emergency medical care.
37. Group leaders will provide initial response to emergency medical incidents.
38. The CUA operator is responsible for notifying the Park of any accident that results in an injury requiring the care of a physician.

39. The Holder shall pay the United States Government for any damage(s) resulting from this special use which would not reasonably be inherent in the use which the Holder is authorized to make, as described in this Authorization.
40. The Holder shall be responsible for costs associated with mitigation of damage to resources resulting from violation of park rules and or regulations.
41. The Holder shall assume all costs incurred by the National Park Service associated with rescues, evacuations and/or searches for persons participating in trips guided by the Holder and resulting from the Holder's negligence.
42. Any harassment and/or threats to any National Park Service employee by the Holder will result in the suspension and/or revocation of this Authorization.
43. This Authorization does not permit the Holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
44. Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Death Valley National Park.
45. Commercial photography or commercial filming for use in advertising future trips, may require a separate filming permit and must be approved by the Superintendent. (Contact the Office of Special Park Uses for information.)
46. Natural and cultural features are protected by law and must not be disturbed or molested.
47. Non-native or exotic species of plants or animals will not be introduced to the park by any proposed activities.
48. Collecting or disturbing any animal, plant, rock or any other natural, historical or archeological feature will be prohibited.
49. Digging, scraping, or moving natural, historical or archeological features will be prohibited.
50. Furnishings, artifacts, and other historic objects will not be touched or moved, except by park staff. If the need to move any object is anticipated, special arrangements must be made in advance and approved by cultural resources staff.
51. Cutting of branches or removing any vegetation will be prohibited.
52. Hunting, trapping, feeding, touching, harassing, frightening or intentional disturbing wildlife will be prohibited.
53. Introducing wildlife, fish or plants, including their reproductive bodies, into the park's ecosystem will be prohibited.
54. Viewing wildlife with artificial light will be prohibited. This includes infrared and black lights.
55. Using a mineral or metal detector in the park will be prohibited except by special permission from the Park Superintendent.
56. Attaching anything to NPS facilities, structures, rocks or vegetation will be prohibited without permission of the Park Superintendent.
57. Pets will be prohibited in wilderness areas and on any trail. Pets must be restrained on a leash which shall not exceed six feet in length, or otherwise physically confined at all times. Pets must not be left unattended in a vehicle or tied to an object.
58. The Holder will not transport external speaker audio devices. Devices used with personal headphones/earplugs are allowed. Loud noises (exceeding 60 decibels at 50 feet in distance) will be prohibited between 10:00pm and 6:00am, and minimized at other times to protect park soundscapes.
59. Public address systems and sound amplification equipment will not be allowed unless prior permission has been requested and approved by the park's Special Use Coordinator. If approved, audio amplification may not interfere with other visitor activities.

60. Nudity in public areas will be prohibited.
61. Mylar or helium balloons will be prohibited. No release of doves, butterflies, or other living objects.
62. Removal, moving, or obscuring park road signs, speed limit signs, or wayside signs will be prohibited.
63. Activities will not interfere with traffic (vehicle or foot traffic) for more than 5 minutes at a time. An NPS monitor may be assigned to provide traffic control as needed.
64. Smoking will be prohibited inside buildings, on boardwalks and in vegetated areas.
65. All fire safety regulations will be complied with by the permittee, including compliance with temporary closures resulting from extreme fire conditions.
66. Possession and/or use of fireworks are prohibited in the Park.