

**UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
DEATH VALLEY NATIONAL PARK
COMMERCIAL USE AUTHORIZATION**

1.

| | | | |
|--|--|---|------------|
| | | PERMIT NUMBER | DEVA-5400- |
| NAME of INDIVIDUAL RESPONSIBLE FOR THIS PERMIT | | COMMERCIAL BUS TOUR | |
| ORGANIZATION NAME | | TYPE OF USE | |
| ADDRESS | | Approved upon signature of the superintendent | |
| TELEPHONE | | DATE APPROVED | |
| E-MAIL | | DATE EXPIRES | |

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

Paved park roads and viewing areas open to the public.

The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at 12:01 AM On The day it is signed by the superintendent.

4. The authorization expires at 11:59 PM On _____

5. Summary of authorized activity: COMMERCIAL TOURS

Following is the entrance fee schedule for commercial tour buses that must be paid at the visitor center/entrance station:

| <u>Passenger Capacity</u> | <u>Commercial Tour Fee</u> |
|--------------------------------|---------------------------------|
| 1-6 (Sedan - \$75.00 Maximum) | \$25.00 + \$10.00 per passenger |
| 7-15 (Mini-Van, Van, Suburban) | \$75.00 |
| 16-25 (Mini-Bus) | \$100.00 |
| 26+ (Motor Coaches) | \$200.00 |

X **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 (54 USC 101925)

7. NEPA compliance categorically excluded: X EA/FONSI EIS Other approved plans

| | | | | | |
|-------------------------|----------|---|--------------|---|-------------------------------------|
| 8. Application fee: | Received | | Not Required | X | Amount |
| 9. Liability Insurance: | Required | X | Not Required | | Amount \$1,000,000.00 |
| 10. Cost Recovery: | Required | X | Not Required | | Amount No cost recovery anticipated |
| 11. Facility Use Fee: | Required | | Not Required | X | Amount |

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

Permit Holder:

| | | |
|-----------|-------|------|
| | | |
| Signature | Title | Date |

Authorizing NPS Official:

| | | |
|-----------|----------------|------|
| | SUPERINTENDENT | |
| 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.
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.
13. Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

**SPECIAL CONDITIONS
FOR
DEATH VALLEY NATIONAL PARK**

1. The Commercial Bus Tour CUA is issued to Commercial transportation companies who provide a tour which "consists of one or more persons traveling on an itinerary that has been packaged, priced, or sold for leisure/recreational purposes by an organization that realizes financial gain through the provision of this service." The permit holder owns the vehicle that is used for this purpose. The permit allows the Holder to conduct road based tours. All vehicles under this permit shall be registered with the California Public Utilities Commission. The Holder must also be issued a Guided Hiking CUA to conduct any hikes or a Drive-In Campground CUA to conduct guided overnight stays in Death Valley National Park. The driver must be familiar with Park regulations regarding vehicle length restriction, bus parking and passenger loading and unloading. The Holder is responsible for the actions of their clients while they are out of the vehicle and participating in any activity.
2. For the purpose of this authorization the term "Commercial Bus" shall mean any mode of transportation, which is used to carry paying passengers into and out of the park area. This definition includes, but it is not limited to sedans, SUV's, mini-vans, vans, mini-buses, motor coaches, taxis, and limousines used for commercial transportation services.
3. Commercial Bus will not travel off designated roads. All Backcountry Travel rules and regulations will be followed.
4. Commercial Bus Tours will not travel on unpaved roadways within Death Valley.
5. 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.
6. The holder, 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.
7. 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.

8. 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>.)
9. Any guides must be the direct employees of the CUA Holder and must be a minimum of eighteen (18) years old.
10. 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.)
11. It is the responsibility of the Holder to obtain any additional permits necessary for additional activities associated with this permit.
12. The Holder is required to carry a valid copy of this Authorization while conducting tours within the Park.
13. Idling is permitted while passengers are on board and 10 minutes prior to passenger boarding. Idling shall occur in designated parking spaces.
14. Buses shall not sit and idle in loading zones in front of the Furnace Creek Visitor Center or any other park facility as this creates noise and air pollution for other visitors recreating around these facilities.
15. Buses may pause in designated passenger loading and unloading zones to allow passengers to actively embark and disembark, and then must immediately park in designated parking areas.
16. Buses may not obstruct the flow of other vehicle traffic to allow passengers to embark and disembark. If no designated loading area exists at a park facility, buses must board passengers from a designated parking space.
17. 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.
18. The Holder shall submit the annual survey to the Office of Special Park Uses. The completed report form is due by December 31, 2013 but no later than January 15, 2014 and includes a summary of total in-park visitor use and gross revenues for the year.
19. 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>
20. Holder 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. Following is the entrance fee schedule:

| <u>Passenger Capacity</u> | <u>Commercial Tour Entrance Fee</u> |
|---------------------------|---|
| 1-6 (Sedan) | \$25.00 + \$10.00 per passenger (\$75.00 Maximum) |
| 7-15 | (Mini-Van, Van, Suburban) \$75.00 |
| 16-25 | (Mini-Bus) \$100.00 |
| 26+ | (Motor Coaches) \$200.00 |

21. The Holder is responsible for the employee/guide knowing, understanding and following all Park regulations,

and for their awareness and practice of Leave No Trace principles. CUA holder must provide Leave No Trace brochures to all participants. Brochure is available at: <http://lnt.org/sites/default/files/PrinciplesTrifold.pdf>

22. 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.
23. The Holder shall be responsible for costs associated with mitigation of damage to resources resulting from violation of park rules and or regulations.
24. Holder will provide for basic first aid and initial transport at the standard first aid level. Holder must report all injuries sustained in the Park by Holder or their clients. All commercial vehicles
25. 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.
26. 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.
27. Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Death Valley National Park.
28. 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.)
29. Collecting or disturbing any animal, plant, rock or any other natural, historical or archeological feature will be prohibited.
30. Off-road travel by 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.
31. Digging, scraping, or moving natural, historical or archeological features will be prohibited.
32. 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.
33. Cutting of branches or removing any vegetation will be prohibited.
34. Hunting, trapping, feeding, touching, harassing, frightening or intentional disturbing wildlife will be prohibited.
35. Introducing wildlife, fish or plants, including their reproductive bodies, into the park's ecosystem will be prohibited.
36. Vehicles will be clean and free of mud and vegetation on the body and undercarriage before entering the park.
37. Viewing wildlife with artificial light will be prohibited. This includes infrared and black lights.
38. Using a mineral or metal detector in the park will be prohibited except by special permission from the Park Superintendent.
39. Attaching anything to NPS facilities, structures, rocks or vegetation will be prohibited without permission of the Park Superintendent.
40. 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.
41. 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.
42. 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.

43. 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.
44. Nudity in public areas will be prohibited.
45. Mylar or helium balloons will be prohibited. No release of doves, butterflies, or other living objects.
46. Stunt or high-speed driving will be prohibited. All speed limits will be obeyed.
47. Removal, moving, or obscuring park road signs, speed limit signs, or wayside signs will be prohibited.
48. 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.
49. Smoking will be prohibited inside buildings, on boardwalks and in vegetated areas.
50. All fire safety regulations will be obeyed by the holder, including compliance with temporary closures resulting from extreme conditions such as flooding, fire or wind.
51. 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, Cow Creek, and all mines including those without an installed closure, and any facilities or buildings used for the storage, treatment, or transmission of electricity, gas, telephone, waste disposal or domestic water.
52. 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.
53. Possession and/or use of fireworks are prohibited in the Park.