United States Department of the Interior

NATIONAL PARK SERVICE
Everglades and Dry Tortugas National Parks
40001 State Road 9336
Homestead, FL 33034

IN REPLY REFER TO:
C3827

DEC 02 2020

Dear Commercial Operator:

We are pleased to announce that applications for Commercial Use Authorizations (CUAs) in Everglades National Park are now being accepted for the 2021 term, which begins January 1 and expires December 31, 2021.

As our world has forever changed in the wake of a global pandemic, we are grateful that we can continue to authorize commercial entities, like yourself, to bring visitors into our national parks. As respite from indoor spaces and pandemic-induced lockdowns, it's vital that we continue to keep our open spaces open for visitor enjoyment. In doing so, it's paramount that we ensure the health and safety of our visitors, our employees, and ourselves.

With the above in mind, we have determined that we will again delay implementation of the planned CUA application fee increase. We will hold fees for the 2021 term at $550 and suspend the increase to $850 for another year, until 2022. We recognize the impacts the pandemic has had on your operations and are looking for ways to adjust and adapt.

Application materials and answers to frequently asked questions (FAQs) can be found on the park's CUA website at go.nps.gov/evercua. Application fees for the 2020 term are to be submitted through the website pay.gov prior to submittal of a CUA application. Please allow up to 30 days (from receipt of all application materials) to process an application.

For questions regarding the application process or the commercial use authorization program, please contact the CUA Coordinator, Wellington Felix, at 305-242-7744 or everdrto_cua@nps.gov.

Sincerely,

Christine Clark

Christine Clark
Commercial Services Program Manager
South Florida National Parks and Preserve
Everglades, Biscayne, Dry Tortugas, Big Cypress

United States Department of the Interior
NATIONAL PARK SERVICE

Everglades and Dry Tortugas National Parks
40001 State Road 9336
Homestead, Florida 33034

In Reply Refer to:
C3827

Enclosed is the information needed to obtain a Commercial Use Authorization (CUA) to conduct business in Everglades National Park. **In order to process your application, the following materials are required:**

1. **Application Fee**: Visit www.pay.gov/public/form/start/75351339 to pay by credit card, automatic bank draft, or PayPal. The fee schedule is: **$550** for all operations

2. **Application**: Complete and sign on the last page of the application form.

3. **Signed Authorization Form**: Review the authorization's conditions and initial next to *each* condition to indicate your understanding. Upon review of all conditions, sign the CUA form (as authorization holder).

4. **Supporting Documentation**: Please provide copies of the following:
   - ☐ Occupational License/Business Tax Receipt for the municipality where business is domiciled*
   - ☐ Proof of Insurance showing the United States of America as additionally insured*; see Application Insurance letter for minimum insurance requirements
   - ☐ Government issued identification showing date of birth for all listed personnel
   - ☐ **If utilizing a motorized vessel as part of your business**:
     - ☐ Coast Guard Captain's License for individual(s) operating boat(s)*
     - ☐ Florida Vessel Registration(s) naming operation as commercial or charter*
     - ☐ A valid Boater Education Program completion certificate (certificate must be with the vessel operator at all times while providing services on the water)
   - ☐ **If offering guided fishing**: Saltwater Fishing License (Charter Captain) for each captain*
   - ☐ **If offering interpretive guide services**: First Aid/ CPR/AED or similar certifications for all listed personnel

   * The expiration date of all documentation must not be within 30 days of application. An issued CUA will become invalid upon expiration of any of the above. It is the CUA holder's responsibility to submit all renewed documents to Everglades National Park.

Submit the above application materials to:

Everglades National Park
Concessions Management
40001 State Road 9336
Homestead, FL 33034-6733

OR

Email: everdrto_cua@nps.gov
Attn: Wellington Felix
Concessions Management Specialist

Upon application approval, you will be assigned a permit number and issued a Commercial Use Authorization. For authorizations involving vessels, decals will be issued and must be affixed to the corresponding vessel(s).

If you have questions, please contact the CUA Manager at (305) 242-7744 or everdrto_cua@nps.gov.

OMB Control No. 1024-0268
Expiration Date: 10/31/2023

COMMERCIAL USE AUTHORIZATION APPLICATION

Everglades and Dry Tortugas National Parks
40001 State Road 9336
Homestead, Florida, 33034
Wellington Felix, CUA Coordinator
Phone Number: (305) 242-7744

The following explanations correspond directly with the numbered items on the Application Form. *Please read this entire document prior to completing the application*. Include record of payment of the nonrefundable application fee when submitting this application.

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
2. [See "Attachment A"—Authorized Services & Required Licenses, Registrations and Training Certificates]Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). ***The NPS will not collect SSNs, only EINs***. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance, if required by law, or if visitors are transported by vehicle/vessel/aircraft within the park, or if vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). Refer to "Attachment B".
10. Provide a description of and registration number of each vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service.
11. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by "Attachment A".
12. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
13. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
14. Include payment of the $550 Application/Administrative Fee.
15. **Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.**

Attachment A: Authorized Services & Required Licenses, Registrations and Training Certificates
Attachment B: Insurance Requirements
Attachment C: Monthly Report

Additional Information: The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

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 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. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.

4. **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.

5. **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.

6. **Fees**: 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 authorization 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 at the end of the year.

7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.

8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

10. **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.

11. **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 park area Superintendent.

12. **Reporting:** 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.

13. **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 and the Government Accountability 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. **Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract and available at https://federalregister.gov/a/2014-23533.

15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at [(305) 242-7744] or by going to the park CUA webpage at [go.nps.gov/evercua]

16. **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 Services", 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.

17. **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.

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above.

PAGE MUST BE FILLED OUT

OMB Control No. 1024-0268
Expiration Date: 10/31/2023

INSTRUCTIONS
COMMERCIAL USE AUTHORIZATION APPLICATION

Everglades and Dry Tortugas National Parks
40001 State Road 9336
Homestead, Florida, 33034
Wellington Felix, CUA Coordinator
Phone Number: (305) 242-7744

Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

1. **Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*

2. **Will you be providing this service in more than one park? Yes ☐ No ☐** *If "Yes", list all parks and services provided.*

3. **Applicant's Legal Business Name:** [*Include any additional names (DBA) under which you will operate.]*

4. **Authorized Agents:** *(Name and title of owner, and any onsite person authorized to manage the operation or service.)*

5. **Mailing Addresses**
   PRIMARY CONTACT INFORMATION *(Dates to contact you at this address, if seasonal.)*

   Address:

   City, State, Zip:

   Email: Website:

   Day Phone: Evening Phone: Fax:

   ALTERNATE CONTACT INFORMATION *(Dates to contact you at this address, if seasonal.)*

   If same as "Primary Contact Information, check here ☐ and go to question 6.

   Address:

   City, State, Zip:

   Email:

   Website:

   Day Phone: Evening Phone: Fax:

6. **What is your Business Type?** *(Please check one below)*

   ☐ Sole Proprietor

   ☐ Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*

   Name:

   Name:

   ☐ Corporation: *(State: Entity Number:)*

   ☐ Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*

7. **State Business License Number/ Occupational Number: Expiration Date:**
8. **Employer Identification Number (EIN):**

(***<u>The NPS will not collect SSNs, only EINs)</u>***

9. Liability and Vehicle Insurance:
Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is $500,000 per occurrence. Some activities will require increased coverage; see Park-Specific CUA Insurance Requirements ("Attachment B"). Auto Liability insurance is also required at the minimum coverage amounts described below.

COMMERCIAL GENERAL LIABILITY INSURANCE	
Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping)	$500,000
Vehicle Insurance (bodily injury and property damage)	**Minimum per Occurrence Liability Limits***
Up to 6 passengers	$1,000,000
7 – 15 passengers	$1,500,000
16 – 25 passengers	$3,000,000
26+ passengers	$5,000,000

** Indicated minimum per occurrence liability limit or minimum State liability requirement in State of operation, whichever is greater.*

10. Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries? Yes ☐ No ☐

If "Yes," please give a description of each vehicle. Use additional paper, if necessary. All vehicles 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.

Make/Model of Vehicle	License Number	Year	Max # Passenger Capacity	Own/Rent

Make of Aircraft	Tail Number	Max # Passenger Capacity	Own/Rent

Make/Model of Vessel	Registration Number or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent

11. Employee Licenses and Certifications:
Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver's or pilot's license, fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required by "Attachment A".

12. NPS Employment:
Are you, your spouse, or minor children employed within the National Park Service?

Yes ☐ No ■ If "Yes", please provide information below:

Employee Name: Title:

Park and Office Where Employed:

13. Violations:

To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes ☐ No ■ *If "Yes", please provide the following information. Attach additional pages, if necessary.*

Date of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

14. Fee:

Please include the $550 Application/Administrative Fee.

15. Signature:

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature Date

Printed Name Title

NOTICES

Privacy Act Statement

Authority: The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

Paperwork Reduction Act Statement

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

Estimated Burden Statement

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

OMB Control No. 1024-0268
Expiration Date: 10/31/2023

SPECIAL PARK CONDITIONS
COMMERCIAL USE AUTHORIZATION

1. The holder shall adhere to all regulations and policies of the park and will assume responsibilities for actions of the holder's patrons.

2. If offering interpretative guide services, guides shall be qualified in CPR and first aid. The guides will be in sufficient physical condition to perform the services authorized.

3. The holder acknowledges that wildlife viewing, sightseeing, photography, or other related activities are prohibited in these areas: Indian Key Pass, Half Way Creek, Turner River, and Left Hand Turner River.

4. Where interpretative services are offered, the Superintendent reserves the right to review such services in order to ensure the quality and accuracy of the interpretive service.

5. If front-country campsites are used, the holder will acknowledge and accept the status of designated campsites on a first-come, first-served basis with the general public (i.e., not upon a reservation basis). The holder shall advise patrons of this within advertisements and promotional material.

6. If backcountry campsites are used, the holder shall obtain a Backcountry Use Permit through the park. No special privileges are granted to holders with regards to obtaining the Backcountry Use Permit.

7. As applicable, the holder must keep current all required documentation, including but not limited to his/her U.S. Coast Guard, County Occupational License / Business Tax Receipt, proof of liability insurance, commercial vessel/vehicle registration, first aid and CPR certifications. Copies must be provided to Everglades National Park when they have been renewed.

8. The holder must report any incident/accident occurring aboard the holder's vessel/vehicle enroute to or within the park boundary as soon as practical, but in any event, within 24 hours of the accident. In addition, the holder is required to submit within 30 days, a written report to the Superintendent of any incidents/accidents involving the safety or well-being of their patrons.

9. The holder must comply with all required equipment and documents as identified on Equipment and Documentation Requirements list (see below). The holder's equipment shall be in serviceable condition and well maintained. All equipment shall be in compliance with Federal and State law.

10. The holder, if operating motor vessels in the park, must complete the Everglades National Park Boater Education Program. The program requires successful completion of the boater education course and obtaining the associated annual permit. A valid program completion certificate must be with the vessel operator at all times while providing services on the water.

11. For operations involving motorized vessels, the holder will only use designated launching and recovery locations. It is not permitted to land or ground boats at unimproved locations nor are visitors permitted to disembark in these areas.

12. The holder must submit an Annual Report of operational and financial performance, as well as a Monthly Visitation Report.

13. The holder acknowledges and will adhere to the CUA Denial, Suspension, and Revocation Policy, EVER 5281-47.

14. All patrons must pay park entrance fees. Information on fee amounts and paying online can be found on the park fee website (go.nps.gov/everfees). All fees are good for 7 consecutive days at all park entrances. The holder is not required to pay an entrance fee.

OMB Control No. 1024-0268
Expiration Date: 10/31/2023

ATTACHMENT A
Authorized Services & Required Licenses, Registrations and Training Certificates

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION
Guided Fishing	☐Occupational License/Business Tax Receipt for the municipality where business is domiciled* ☐Proof of Insurance showing the United States of America as additionally insured*; see Application Insurance letter for minimum insurance requirements ☐Government issued identification showing date of birth for all listed personnel ☐Coast Guard Captain's License for individual(s) operating boat(s)* ☐Florida Vessel Registration(s) naming operation as commercial or charter* ☐Saltwater Fishing License (Charter Captain) for each captain*
Non-motorized Tours, e.g. Photography Workshop, Canoe/Kayak Tours, Bike Tours Motorized Tours, e.g. Commercial Vehicle Transportation, Motorized Boating	☐Occupational License/Business Tax Receipt for the municipality where business is domiciled* ☐Proof of Insurance showing the United States of America as additionally insured*; see Application Insurance letter for minimum insurance requirements ☐Government issued identification showing date of birth for all listed personnel **If utilizing a motorized vessel as part of your business**: ☐ Coast Guard Captain's License for individual(s) operating boat(s)* ☐ Florida Vessel Registration(s) naming operation as commercial or charter* **If offering interpretive guide services**: ☐First Aid/ CPR/AED or similar certifications for al listed personnel.

* The expiration date of all documentation must not be within 30 days of application. An issued CUA will become invalid upon expiration of any of the above. It is the CUA holder's responsibility to submit all renewed documents to Everglades National Park

OMB Control No. 1024-0268
Expiration Date: 10/31/2023

ATTACHMENT B
CUA Insurance Requirements

Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum liability insurance is $500,000. [Parks will enter the minimum general liability insurance amount for each type of commercial activity. Generally, the minimum is $500,000 but may be higher depending on the provided commercial service.] Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder).

Automobile Liability Insurance

If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Automobile Liability insurance. The auto liability insurance must include coverage of "owned, leased, rented or hired" vehicles if the CUA holder rents or leases vehicles. The minimum auto liability insurance is reflected in the following table:

Vehicle Insurance (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
Up to 6 passengers	$1,000,000
7 – 15 passengers	$1,500,000
16 – 25 passengers	$3,000,000
26+ passengers	$5,000,000

* Indicated minimum per occurrence liability limit or minimum State liability requirement in State or operation, whichever is greater.

Commercial auto insurance provides:

1. Liability insurance, which includes coverage for bodily injury, property damage, uninsured motorists, and underinsured motorists;
2. Physical damage insurance, which includes collision insurance; and;
3. Other coverage, which includes medical payments, towing and labor, rental reimbursement, and auto loan coverage.

Taxis that do not provide tour services are only required to have Auto Liability insurance. The Commercial General Liability covers out of vehicle activities and taxis do not provide out of vehicle activities.

Insurance Company Minimum Standards

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- ☐ Be written in English with monetary amounts reflected in USD
- ☐ Reflect that insurance coverage is effective at time of CUA Application submission
- ☐ Name as insured the business or person that is providing the service
- ☐ Name the United States as additionally insured
- ☐ Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
- ☐ Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- ☐ Include insurance provider rating or provide in separate document

NPS Form 10-660A (Rev. 11/2019)
National Park Service

Attachment C
Visitor Log for CUA Holders:

0MB Control No. 1024-0268
Expiration Date: 10/31/2023

2021
MONTHLY REPORT
COMMERCIAL USE AUTHORIZATION

CUA Holder Name:
Business Name:
CUA Permit#:

Everglades and Dry Tortugas National Parks
Wellington Felix, CUA Coordinator
Phone Number: (305) 242-7744
Email: everdrto_cua@nps.gov

Month of Report:

Day	# of Visitors w/Park Entrance Passes	# of Children (Up to 15 years old}	Total Visitors
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total			

# of Trips	# of Reportable Injuries

FILL OUT ITEMS #3 & #4

Form 10-115 Rev. 11/15/2019

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Everglades and Dry Tortugas National Parks
Park Contact: Wellington Felix
Phone Number: (305) 242-7744

COMMERCIAL USE AUTHORIZATION

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. Authorized Activity:

Permit Number:
Park Alpha-Number

Auth Date/Time:

Expiration Date/Time:

Name of Area:
(If applicable)

2. Authorization Holder Information:

Business Name:

Contact Name:

Address:

Phone and Fax:

3. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization):

4. Summary of authorized activity: (see attached sheets for additional information and conditions)

☒ **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

5. NEPA/NHPA Compliance:

☐Categorical Exclusion ☐ EA/FONSI ☐ EIS ☒ Other Approved Plans PEPC NUMBER:

6. Reasonable fee: (Cost recovery required at a minimum)

Application Fee: ☒ Required Amount:**$550**_ ____

Administrative Fee:	☐ Required	☐Not Required	Amount
Management Fee:	☐Required	☐Not Required	Amount
Market Price:	☐Required	☐Not Required	Amount

Other Fee (Facility Use Fee, Gate Access or Other): ☐Required ☐Not Required Amount _____

7. Insurance:

Liability:	☒Required	☐Not Required	Coverage Amount___$500,000_____
Auto:	☐Required	☒Not Required	Coverage Amount_____
Boat:	☒Required	☐Not Required	Coverage Amount__$300,000_____
Airplane:	☐Required	☒Not Required	Coverage Amount_____

REVIEW AND SIGN

ISSUANCE of this authorization is subject to the conditions below. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

8. SIGNATURES

Authorization Holder:	Signature	Title	Date
Authorizing NPS Official:	Signature	Title	Date
Authorizing NPS Official: (additional if required)	Signature	Title	Date

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 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. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.

☐ 4. **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.

☐ 5. **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.

☐ 6. **Fees**: 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 authorization 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 at the end of the year.

☐ 7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.

☐ 8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

☐ 9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

10. **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.

11. **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 park area Superintendent.

12. **Reporting:** 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.

13. **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 and the Government Accountability 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. **Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract and available at https://federalregister.gov/a/2014-23533.

15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at (305) 242-7744 or by going to the park CUA webpage at go.nps.gov/evercua.

16. **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 Services", 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.

17. **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.

SPECIAL PARK CONDITIONS

18. **Regulations:** The holder shall adhere to all regulations and policies of the park and will assume responsibilities for actions of the holder's patrons.

19. **Certifications:** If offering interpretative guide services, guides shall be qualified in CPR and first aid. The guides will be in sufficient physical condition to perform the services authorized.

20. **Prohibited Areas:**The holder acknowledges that wildlife viewing, sightseeing, photography, or other related activities are prohibited in these areas: Indian Key Pass, Half Way Creek, Turner River, and Left Hand Turner River.

21. **Interpretative Services:** Where interpretative services are offered, the Superintendent reserves the right to review such services in order to ensure the quality and accuracy of the interpretive service.

22. **Front-country Camping:** If front-country campsites are used, the holder will acknowledge and accept the status of designated campsites on a first-come, first-served basis with the general public (i.e., not upon a reservation basis). The holder shall advise patrons of this within advertisements and promotional material.

23. **Backcountry Camping:** If backcountry campsites are used, the holder shall obtain a Backcountry Use Permit through the park. No special privileges are granted to holders with regards to obtaining the Backcountry Use Permit.

24. **Required Documentation:** As applicable, the holder must keep current all required documentation, including but not limited to his/her U.S. Coast Guard, County Occupational License / Business Tax Receipt, proof of liability insurance, commercial vessel/vehicle registration, first aid and CPR certifications. Copies must be provided to Everglades National Park when they have been renewed.

☐ 25. **Incident Reporting:** The holder must report any incident/accident occurring aboard the holder's vessel/vehicle enroute to or within the park boundary as soon as practical, but in any event, within 24 hours of the accident. In addition, the holder is required to submit within 30 days, a written report to the Superintendent of any incidents/accidents involving the safety or well-being of their patrons.

☐ 26. **Required Equipment:** The holder must comply with all required equipment and documents as identified on Equipment and Documentation Requirements list (see below). The holder's equipment shall be in serviceable condition and well maintained. All equipment shall be in compliance with Federal and State law.

☐ 27. **Boater Education:** The holder, if operating motor vessels in the park, must complete the Everglades National Park Boater Education Program. The program requires successful completion of the boater education course and obtaining the associated annual permit. A valid program completion certificate must be with the vessel operator at all times while providing services on the water.

☐ 28. **Motorized Vessels:** For operations involving motorized vessels, the holder will only use designated launching and recovery locations. It is not permitted to land or ground boats at unimproved locations nor are visitors permitted to disembark in these areas.

☐ 29. **Annual Reporting:**The holder must submit an Annual Report of operational and financial performance.

☐ 30. **Revocation Policy:** The holder acknowledges and will adhere to the CUA Denial, Suspension, and Revocation Policy, EVER 5281-47.

☐ 31. **Entrance Fees:** All patrons must pay park entrance fees or provide proof of applicable pass. Information on fee amounts and how to obtain passes can be found on the park fee website (go.nps.gov/everfees). All fees are good for 7 consecutive days at all park entrances. If fee changes are implemented, CUA operators and patrons will be required to comply. **Note: The CUA holder is not required to pay an entrance fee**.

EQUIPMENT & DOCUMENTATION REQUIREMENTS

The following equipment and documentation is required to be on board vessels carrying six (6) or less passengers for hire and performing commercial guide fishing within Everglades National Park.

EQUIPMENT (Must Meet All Coast Guard Standards for Charter Vessels)

1. One Type 1 Personal Flotation Device (PFD) for each person on board the vessel. Each PFD must be outfitted with at least 200 sq. centimeters of retroreflective tape (46 CFR 25.25-15).
2. One Type IV Throwable Flotation Device for boats 16 ft. or longer.
3. Visual distress signals: one day and one night signal if using non-pyrotechnic devices, or three day and three night signals if using pyrotechnic devices. Certain pyrotechnic devices qualify for both day and night use (33 CFR 175.110).
4. One Type B-1 fire extinguisher for boats less than 26 ft. One type B-2 or two B-1 extinguishers must be on board for boats from 26 ft. up to 40 ft. Boats 40-65 ft. must have one Type B-2 and one Type B-1 or three B-1 extinguishers.
5. A whistle, horn or other means of producing a loud, mechanical or pneumatic sound.
6. An operable VHF radio.

DOCUMENTS

1. The captain of the vessel must possess a valid Everglades National Park Commercial Use Authorization (CUA).
2. Original, valid State of Florida commercial vessel registration.
3. Original, valid State of Florida, "For Hire" vessel fishing license or "Charter Captain" fishing license for each Captain. (Snook endorsement required to possess snook).
4. Current U.S. Coast Guard license.
5. Boater Education certification of course completion.

DECALS

1. Valid Everglades National Park CUA vessel decal permanently displayed on the port bow of the affiliated vessel, just fore or aft of the state registration numbers.
2. State of Florida registration ("FL") numbers in 3 inch high block characters permanently displayed on the port bow of the affiliated vessel.
3. Valid State of Florida commercial vessel registration sticker permanently displayed on the port bow of the affiliated vessel.

INSURANCE NOTIFICATION

To provide reasonable assurance that Commercial Use Authorization (CUA) holders have the ability to cover bona fide claims for bodily injury or death arising from an action or an omission by a CUA holder and to protect the Government against potential liability for claims, it is necessary for commercial operators in Everglades National Park to carry a minimum amount of liability insurance.

You should understand that there is no assurance that the category of risks is precise or that meeting minimum limits of insurance will be sufficient protection to cover claims which could arise from a single serious accident. You should consult with an insurance advisor for further opinion on adequacy of limits.

Required Coverage: Bodily Injury - The minimum general liability acceptable by the National Park Service is $500,000 per occurrence; lower limits are not acceptable. This coverage is normally available under a Comprehensive General Liability or Protection and Indemnity Policy. Addition insurance is required if your authorization includes the use of a vehicle/vessel.

Required Clauses: All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America - National Park Service - Everglades National Park. If the insurance company declines to issue the waiver, the United States of America (National Park Service - Everglades National Park) must be named as an additional insured on your policy and insurance certificates. Address for certificate holder is: 40001 State Road 9336, Homestead, FL 33034.

Proof of Insurance: Before a CUA can be issued, a certificate of insurance with the proper coverage and clauses must be on file with Everglades National Park.