**Form 10-114 (CUA)**
**Rev. 1/2004**

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

**1. Permit Holder**
**Name**

**Organization**

**Address**

**Telephone Number** **Fax Number**

**Park Alpha Code:** GLAC --

**Type of Use:** Commercial Services

**Date Authorization Approved:** _____

**Reviewed:** 10/2012
**Expires:** 10/15/2013

2. The holder is hereby authorized to use the following described land or facilities in the above named area:
***Roads, trails and other typical visitor use areas within Glacier National Park, with the exception of the North Fork management area. In the North Fork management area these services may only be provided along and south of the Camas Road Corridor in the Visitor Services Zone. (Attachment I) No off trail activities are authorized.***

3. The authorization begins at 7:00 (**am**/pm) on 6/1/2013 (Month/Day/Year).

4. The authorization expires at 6:00 (am/**pm**) on 10/15/2013* (Month/Day/Year).
* Special Requests will be considered for extension of expiration date beyond 10/15/12. Please include a letter detailing proposed uses after 10/15/12. Additional area and road closures may be in effect.

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)
***Conducting day use photography workshops in Glacier National Park. Workshops will include photography instruction led by a qualified instructor with expertise in teaching field photography and familiarity with Glacier National Park. Workshops will focus on use of skills to capture images of park resources. Overnight trips into the backcountry are not authorized.***

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 (16 USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI ____ EIS ____ OTHER APPROVED PLANS ____

8. APPLICATION FEE: Required X Not Required ____ Amount $125 Application fee; $200Administration fee and $75 per-trip fee. $100 Late Fee for applications received between May 1 and July 1.

9. LIABILITY INSURANCE: Required X Not Required ____ Amount _____

10. COST RECOVERY: Required X Not Required ____ Amount Application/ Administration/Per Trip fees shown above plus $75 per trip fee

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

Authorization Applicant: _____ _____ _____

Signature Title Date

Authorizing NPS Official: _____ _____ _____

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 $300,000 per occurrence and underwritten by a United States company naming the United States of America (National Park Service, Glacier National Park, West Glacier, Montana) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements. See Special Conditions, Attachment B-4.

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. Nondiscrimination: See Attachment "A".

# ***NONDISCRIMINATION***

## ***SECTION I***

### REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

A. ***EMPLOYMENT:*** During the performance of this Commercial Use Authorization the Holder agrees as follows:

(1) The holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The holder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; The holder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The holder will, in all solicitations or advertisements for employees placed by or on behalf of the holder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disabling condition.

(3) The holder will send to each labor union or representative of workers with which the holder has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the holder's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed $50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

(5) The holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The holder will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the holder's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the holder's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated, or suspended in whole or in part and the holder may be declared ineligible for further Government authorizations in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The holder will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967,

so that such provisions will be binding upon each subcontractor or vendor. The Holder will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the holder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the holder may request the United States to enter into such litigation to protect the interests of the United States.

B. ***CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:*** The preceding provisions A(1) through (8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this authorization, and shall be included in all contracts executed by the holder for the performance of construction, repair, and similar work contemplated by this authorization, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the holder and the term "Concessioner" shall be deemed to refer to the holder and to contractors awarded contracts by the holder.

C. ***FACILITIES:***

(1) Definitions: As used herein: (i) Holder shall mean the holder and its employees, agents, lessees, sublessee, and contractors, and the successors in interest of the holder; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The holder is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

## *SECTION II*

## ***ACCESSIBILITY***

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any *"program"* or *"service"* being provided to the general public be provided to the highest extent *reasonably possible* to individuals who are mobility impaired, hearing impaired, and visually impaired. It *does not* require architectural access to every building or facility, but only that the service or program can be provided *somewhere* in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a holder's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the United States Postal Service.

## *PART A*

## ***DISCRIMINATION PROHIBITED***

A holder, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;

4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;

6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

## *PART B*

## ***EXISTING FACILITIES***

A holder shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a holder to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

# ***SPECIAL CONDITIONS***
# ***PHOTOGRAPHY WORKSHOPS***

1. ***Authorized Services***

The commercial activity authorized by this authorization is conducting day use photography workshops in Glacier National Park. Workshops will include photography instruction led by a qualified instructor with expertise in teaching field photography and familiarity with Glacier National Park. Workshops will focus on use of skills to capture images of park resources. Overnight trips into the backcountry are not authorized.

2. ***Workshop Leader Certification and Documentation***

An employee of the holder, designated as Workshop Leader, shall accompany the group, providing field instruction in photography to group participants. A professional biography of the workshop leader must be provided to the park prior to the issuance of the authorization, demonstrating the leader's photography instruction experience.

In addition, a curriculum for the workshop shall be provided to the park prior to the issuance of the authorization, including a workshop outline that defines the instructional objectives, teaching methods and techniques and skills that will be taught to workshop participants.

Prior to issuance of this authorization, the holder shall provide the Superintendent with a completed itinerary for each trip and all required documentation. (See Attachment C of itinerary format).

Workshop Leaders shall be familiar with the park and supportive of its regulations. Workshop leaders shall understand the hazards involved and prepare participants for conditions and situations which may be encountered.

For activities off-road and on any trails other than the trails on the attached “Sites and Short Walks That Are Not Considered Commercially Guided Hikes” list, workshop leaders must complete bear training. This can be accomplished in one of three ways:

- Attending one session of the National Park Service (NPS) Bear Management Orientation.
- Having a member of your company attend and video record the NPS Bear Management Training for later viewing by leaders.
- By purchasing, and certifying to the National Park Service that the workshop leaders have viewed the video *Staying Safe in Bear Country, a Behavioral-Based Approach to Reducing Risks*. The video can be purchased from Distribution Access either by calling 1-800-665-4121 or on the web at www.distributionaccess.com.
- Holder must certify to the NPS that trip leaders have completed the required trainings as outlined above on the form (**Attachment E).** This training must be repeated once every three years.

Workshop Leaders shall possess current American Red Cross Standard First Aid or equivalent or higher level of certification and current CPR certification. The holder shall provide the Superintendent with a listing of all personnel used as tour leader/guides (Attachment C, Page 2), along with a copy of each tour leader/guide's certification as required above. This submittal shall be made prior to issuance of the permit.

3. ***General Conditions for Photography Workshops***

a. Each group shall be accompanied by a support vehicle which is accessible to the needs of the participants.

b. Basic First Aid supplies must be carried by the workshop leaders and be readily available in quantities as are reasonable for the terrain encountered and conditions expected.

c. Workshops will be conducted in a manner which will not interfere with normal park operations and result in minimal impacts on the park's natural and cultural resources. In this regard, the Workshop Leader will be responsible to see that participants follow park regulations and that no molestation or harassment of wildlife occurs. This includes tossing objects to gain animals attention and approaching too closely so as to stress the wildlife or cause displacement. Of specific concern are nesting birds and young animals.

   The holder is responsible for promoting appropriate wildlife ethics in photography as well as safety for their clients. It is suggested that the appropriate equipment is used to produce the images desired without invading the subject's comfort zone. If telephoto equipment is used it should be advocated that this information be included with prints so that the "long-distance" approach can be promoted.

d. Participants will stay on trails to avoid trampling vegetation in sensitive areas. No off-trail hiking or activities are authorized.

e. Class work shall be accomplished outside of Glacier National Park or at facilities inside the park where arrangements have been made.

f. Participants (and vehicles) will be dispersed so as to not block access or interfere with the use of park by other visitors. Busy locations, such as Logan Pass at mid-day, are to be avoided.

g. If commercial transportation services are required, they must be arranged through Glacier Park, Inc. or Sun Tours, for the Going-to-the-Sun Road between Lake McDonald Lodge and Rising Sun. Other vehicles may be used for transporting workshop participants for the specific purposes of the authorization. Minimum insurance requirements for automobile coverage are $300,000 for up to 5 people and $500,000 for 6 to 12 people. Other insurance limits are required for additional people.

h. Use of the North Fork area is specifically excluded under this permit.

i. Gross Revenue Figures and Visitor Information will be submitted, by the holder, to the Concessions Office by **November 1 of each year.** The form to be used is attached as **Attachment G.**

j. Food services provided by the holder in association with the services authorized hereunder shall comply with National Park Service (NPS) Public Health Guidelines (DO-83). A checklist for Temporary Event Food Safety Guidelines is available at http://www.nps.gov/public_health/inter/info/rms/rm83c2.pdf . This checklist is meant to highlight the most important provisions relevant to temporary food events and to provide guidance consistent with existing NPS public health policy. **Temporary food events need to comply with this document and the USPHS / FDA Food Code**.

k. Party size limits are in place for all commercially guided activities including photography workshops. For most areas of the backcountry the party size limit is 12 people including Workshop leaders. In the day use zones (as identified in the park's General Management Plan and Commercial Services Plan) some larger party sizes are permissible. A list of these party size limits is included as **Attachment H.**

j. Prior to initiating each workshop in the park, leaders are encouraged to check the park website (www.nps.gov/glac) or to call the park's Communications Center at (406) 888-7800, for information on current conditions and areas closed to all entry.

k. Camping is available in designated front-country campgrounds on a first come, first served basis as per park regulation and policy. Normal camping fees will apply to the holder and its participants**.** No camping is permitted in backcountry campgrounds for the purposes of this authorization.

l. Entrance fees shall be paid on an individual basis or by a group member for the entire group, in accordance with park policy.

m. All incidents involving overdue parties or accidents involving property damage or personal injury are to be reported to the park staff as soon as possible. For emergency reporting:
During office hours *: Park Headquarters (406) 888-7800
*extended office hours generally in effect between Memorial Day and Labor Day.
After office hours call: **911**
The holder will pay the unusual cost for any search and rescue the National Park Service conducts on their behalf. (Unusual costs are those incurred for the use of helicopter, fixed-wing aircraft and overtime).

n. Workshop Leaders operating in Glacier National Park shall carry a copy of this authorization in the form of a guide card on their persons and be willing and able to demonstrate compliance with its terms if contacted by a representative of the National Park Service.

o. Violation of any park regulations or terms of this authorization will result in the suspension of privileges granted by this authorization.

p. CUA holders and/or CUA holder's employees may not carry firearms while providing commercial services within Glacier National Park.

4. ***Insurance***

a. The prospective holder shall, prior to the execution of this permit, provide the Superintendent with Certificates of Insurance as evidence of compliance with this provision and shall provide the Superintendent thirty (30) days advance written notice of any material change in the holder's insurance coverage hereunder.

b. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the licensee proves to be inadequate or otherwise insufficient for any reason whatsoever.

Insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than $300,000 per occurrence. If claims reduce available insurance below the required per occurrence limits, the holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named as additional insured.

If any claims have been filed, the holder must obtain a Claims Status Report from the insurance company and provide a copy to the Superintendent.

c. The holder shall also obtain the following additional coverage at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:
1) ***Automobile Liability*** - As required by Montana State Law.
2) ***Worker's Compensation*** - As required by Montana State Law.

5. ***Acknowledgement of Risks***

Current National Park Service policy allows CUA holders to warn or advise customers of the risks associated with a certain activity or event, but does not allow CUA holders to have customers sign a waiver of liability statement, insurance disclaimer and/or indemnification agreement for activities taking place in a National Park. An acknowledgement of risk, which is permitted, in effect allows visitors to assume responsibility for their own negligence which may result in bodily injury, death, or loss of personal property. In addition, it describes the inherent risks of the activity, and warns visitors of those risks. A waiver of liability, insurance disclaimer and/or indemnification agreement, which is not permitted, states that the visitor releases the operator from all responsibility in the event of visitor bodily injury, death, or loss of personal property, often regardless of whether the operator was negligent. NPS

policy states that operators cannot require visitors to waive their right to hold CUA holders or the government responsible for actions. Requesting or requiring that customers sign an acknowledgement of risks statement or form for a certain activity or event is permitted. An operator is also permitted to have a visitor sign a form indicating that the visitor has certain prerequisite skills that may be required to participate in the activity. A sample acknowledgment of risk form is available; please call (406) 888-7858 to request a copy.

# ***Workshop Itinerary & Guide Information***

**Company Name:_____**

**Dates of Entire Workshop:_____**

**Date of Arrival at Glacier: _____Date of Departure from Glacier:_____**

Details and Description of Park Portion of the Tour: (Please include lodging locations and dates, and dates visiting specific parts of the park. Use an additional page if necessary.)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

**Number of Workshop Participants: _____**

**Number of Workshop Leaders/Guides: _____**

**Number and Type of Vehicles: _____**

**Rate per Person: _____**

**Attach a professional biography of the workshop leader demonstrating the leader's photography instruction experience.**

**Also attach a workshop curriculum that includes an outline of the instructional objectives, teaching methods and techniques and skills that will be taught to workshop participants, as per Attachment B Section 2.**

***In Case of Emergency Contact:***

Name:_____
Relationship to Tour Leader(s):_____
Office Phone:_____
Home Phone:_____

| Name of Tour Leader/Guides | Expiration Date of CPR Certification | Expiration Date of First Aid Certification |
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- As outlined in Attachment B, Section 2, Tour leaders/guides shall possess current American Red Cross Standard First Aid and CPR certification, or an equivalent or higher level of certification. In order to be considered "equivalent", the course must include classroom/hands-on instruction and must be accredited.

- Please do not include guide/leaders who do not hold current or complete certifications

- Attach copies of current First Aid and CPR certification and signed Attachment F, Guide Review of Regulations

# ***Sites and Short Walks That Are Not Considered Commercially Guided Hikes***

Apgar:

Paved trails and walks bordered by McDonald Creek, Camas Road, and GTS road.

Avalanche:

Trail of the Cedars

GTS Road:

Lake McDonald accessible trail
McDonald Creek wooden overlook
Oberlin Bend walkway
Paved walks at Logan Pass
Sun Point Overlook
Trail between Rising Sun Boat Dock and picnic area
Sunrift Gorge
Trail between St. Mary Campground and the SMVC

Two Medicine:

Running Eagle Falls

Many Glacier:

Swiftcurrent Nature Trail (around the lake)

Goathaunt:

Boatdock to the Snowflake

Middle Fork:

Goatlick Overlook Trail

Camas Road:

Huckleberry Nature Trail

***Attachment E***

# ***Certification of Bear Training***

**Due prior to issuance of authorization.** *For those attending the NPS training or viewing video of the NPS training, certification must be received in our office by June 15. Please indicate that the leader will be attending the NPS training. Otherwise bear training certification must accompany the submittal package.*

***Park Name:*** Glacier National Park

***Holder Name:***

***Company Name:***

***Address:***

1. Names of Workshop Leaders

2. Type of training (indicate how requirement was met: by viewing of *Staying Safe in Bear Country, a Behavioral-Based Approach to Reducing Risks*, attending NPS bear training, or viewing of taped NPS bear training).

3. Date of training:

4. Names of participants in training session:

*Attachment F*

# ***Workshop Leader Review of Regulations***

Each Workshop Leader must sign:

I have read and agree to abide by the conditions outlined in the Commercial Use Authorization. I will ensure my clients abide by these requirements.

My responsibilities include but are not limited to:

- I will make sure my clients are aware of all park regulations, restricted areas and their responsibilities in Glacier National Park.

- I will conduct this workshop in a manner which will not interfere with normal park operations or impact the park's natural and cultural resources. I will make certain that participants follow park regulations and that no molestation or harassment of wildlife occurs. This includes tossing objects to gain animals attention and approaching too closely so as to stress the wildlife or cause displacement.

- I will promote appropriate wildlife ethics in photography as well as safety for my clients. I will ensure that the appropriate equipment is used to produce the images desired without invading the subject's comfort zone. If telephoto equipment is used it should be advocated that this information be included with prints so that the "long-distance" approach can be promoted.

- I will require my participants to stay on trails. I understand that no off-trail hiking or activities are authorized.

I understand that violation of the requirements listed in the Commercial Use Authorization could result in citations being issued to individuals or could result in the cancellation, or future non-issuance, of the Commercial Use Authorization held by my company or employer.

Name (printed): _____

Signature: _____ Date: _____

***Attachment G***

# ***Gross Revenue and Visitor Information***

*Report Due November 1*

*To be submitted after the season with actual visitor numbers.*

***Park Name:*** Glacier National Park

***Holder Name:***

***Company Name:***

***Address:***

***Expiration Date:*** October 1, 2013

1. What service do you provide to the park visitor?

2. How many visitors did you serve per year within the park area?

3. How much time did you or your customers spend in the park (days/hours)?

4. Is the park or its resources a primary or exclusive destination?

5. Is the park only incidental to the service you provide?

   ☐ Yes ☐ No

   If the answer is yes, why?

   What percent of the activity actually took place in the park overall?

6. What were the annual gross receipts generated as a result of being in the park?

   $_____

7. How is the answer to #6 calculated?

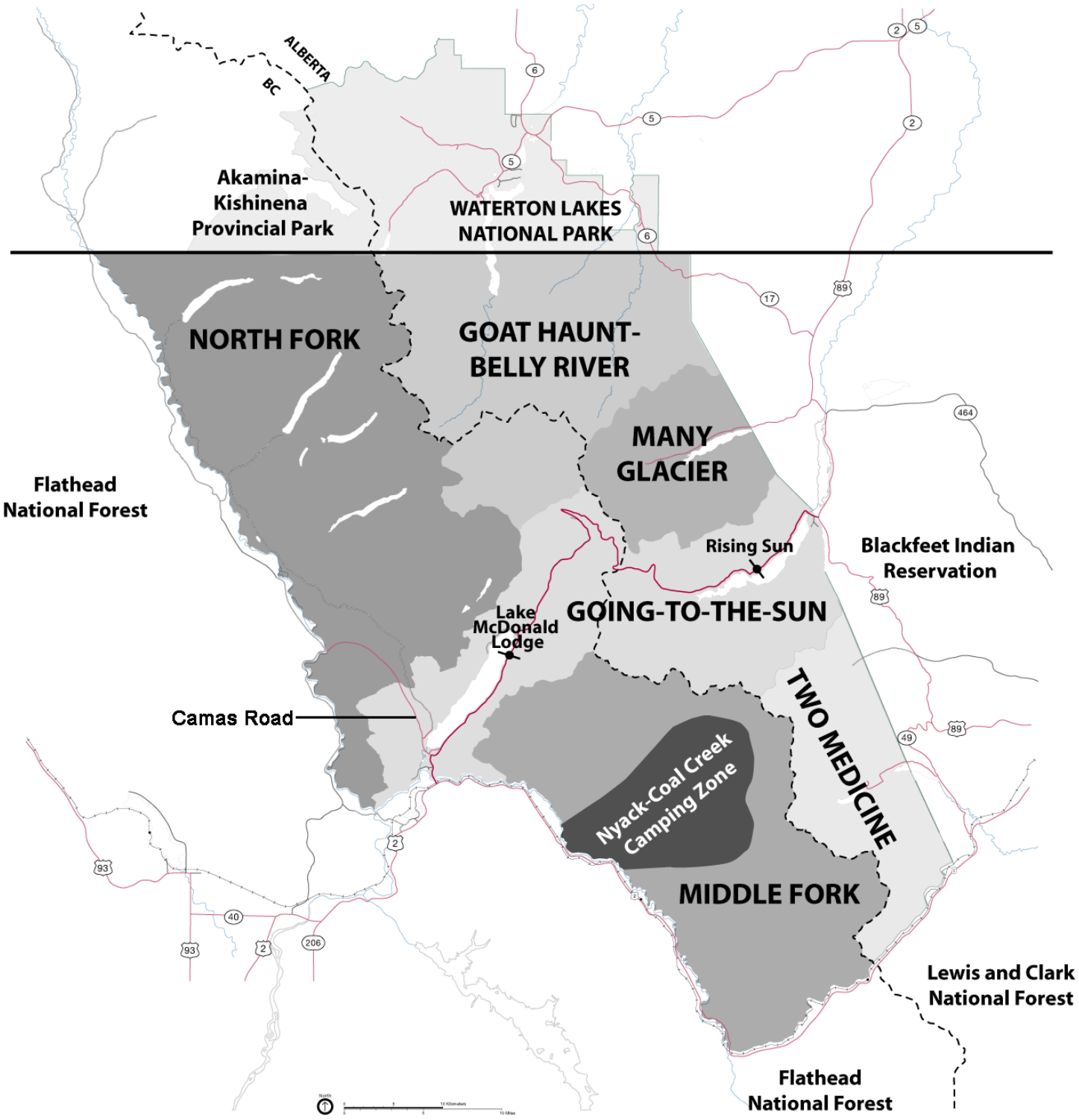
# ***Commercially Guided Hikes Party Size Limits***

(Excerpt from 2005 Glacier National Park Commercial Services Plan)

For commercially guided hikes, a 12-person group size would apply to trails in the backcountry zone. In the day use zone, larger commercially guided groups would be permitted on trails. The group size limits were derived from park experience, the zone prescriptions in the General Management Plan and recreational literature, and would ensure a high quality experience. Group size limits would be set at 50 people for interpretive hikes led on Grinnell Lake, Grinnell Glacier and Baring Falls trails. This limit would accommodate all passengers potentially on the boat tour.

| **Trail** | **Permitted Group Size** |
|---|---|
| Many Glacier area | |
| Iceberg, Red Rock and Cracker Lakes | 35 |
| Grinnell Lake and Grinnell Glacier | 25 |
| Apikuni Falls | 25 |
| Swiftcurrent Pass Trail | 25 |
| Swiftcurrent Lookout | 25 |
| Goat Haunt-Belly River area | |
| Waterton Lake and Rainbow Falls Trails | 25 |
| Going-to-the-Sun Road Corridor area | |
| Rocky Point | 35 |
| Sacred Dancing Cascade/McDonald Falls/Johns Lake | 35 |
| Sperry Chalet | 35 |
| Avalanche Lake | 35 |
| Highline Trail | 25 |
| Sun Point to Baring Falls | 35 |
| St. Mary Falls Trail | 35 |
| Red Eagle - Beaver Pond Loop | 35 |
| Boundary Trail from West Glacier to Lincoln Creek | 25 |
| Grinnell Glacier Overlook | 25 |
| Loop Trail to Granite Park | 25 |
| Two Medicine area | |
| Upper Two Medicine Lake | 35 |
| Rockwell Falls | 25 |
| Paradise Point | 35 |
| Running Eagle Falls | 35 |

A limit of one trip per day by each commercial operator on each trail in the backcountry zone would be imposed with no limits on the number of trips in other zones.

For more information on management areas and zones, refer to the General Management Plan and the Commercial Services Plan, which is available on the park's website (www.nps.gov/glac).

*Attachment I*