

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service
Glacier National Park

Park Contact: Jean Tabbert
Phone Number: (406) 888-7858

COMMERCIAL USE AUTHORIZATION

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (16 USC 5966)

1. Authorized Activity: Guided Bicycle Tours

Permit Number: GLAC

2. Authorization Holder Information:

Authorization Start Date: June 1, 2016

Business Name:

Authorization Expiration Date: October 15, 2016

Contact Name:

Address:

Telephone Number:

Email:

3. The holder is hereby authorized to use the following described land or facilities in the above named area:
Established public roads and designated routes within Glacier National park. Use of the North Fork Road is specifically excluded from use under this authorization.

4. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)
Conducting guided bicycle road tours during daylight hours. Bicycles are prohibited on backcountry trails and boardwalks. Group size (including leaders) cannot exceed 30 participants.

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/FONS

EIS

Other Approved Plans

PEPCI NUMBER: 10917

6. Cost Recovery (required)

Application Fee: Required Not Required Amount: \$150.00

Administrative Fee: Required Not Required Amount: \$250

Monitoring Fee: Required Not Required Amount: 1-15 participants (including leaders/guides):
\$75 per trip.
16-30 participants (including leaders/guides):
\$200 per trip

Late Fee: Required* Not Required Amount: \$100

*Required for applications received between 5/1 and 7/1. No applications will be processed after 7/1.

- No refunds will be issued for any fee payments, for any reason.
- See Appendix II, Section 1.d for information about fees to add leaders/guides after issuance of CUA.

7. INSURANCE

See Appendix I Section 2 for additional information.

Liability

Required

Not Required

Coverage Amount: \$ 300,000

Auto

Required

Not Required

Automotive Liability

**Minimum per Occurrence
Liability Limits**

**Select appropriate level based on
maximum number of passengers**

Up to 5 passengers

\$300,000

6 to 12 passengers

\$500,000

13 to 20 passengers

\$750,000

Over 21 passengers

\$1,500,000

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.

8. SIGNATURES

Authorization Holder:

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 at least \$300,000 per occurrence and naming 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.
5. Costs 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 onsite 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 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.
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>.

APPENDIX I SPECIAL PARK CONDITIONS

1. General Provisions

- a. This Commercial Use Authorization (CUA) does not authorize the Commercial Use Authorization Holder (CUA Holder) to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The commercial aspects of the service, except for the service itself, must occur outside of the park, including marketing, advertising, use or construction of temporary or permanent structures, the negotiation of compensation with the customer, or the solicitation or receipt of money or other compensation. Advertising for the permitted activity shall not state or imply endorsement by the National Park Service and must not depict or suggest prohibited or unauthorized activities.
- b. Prior to initiating each trip in the park, guides/leaders are encouraged to call the park at (406) 888-7800 or check the park's website at www.nps.gov/glac for information about current conditions and areas closed to entry.
- c. Camping is available in designated front-country campgrounds on a first-come, first-served basis as per park regulation and policy. CUA Holders are required to first seek use of the group campsites. If group campsites are unavailable, use of up to two regular non-adjacent campsites will be allowed per company, if available. CUA Holders are not to solicit campsites before they are vacant. Normal camping fees will apply to the holder and its participants.
- d. Entrance fees shall be paid on an individual basis or for the entire group by the first individual to reach the entrance station. Each participant is to stop at the entrance station and must not ride around stopped vehicles. Fees are collected twenty-four hours a day for entry into Glacier National Park. Clients of CUA Holders are subject to entrance fees. Guides and CUA vehicles are not subject to entrance fees while providing services under a Commercial Use Authorization. Each client transported in a CUA Holder's vehicle or entering the park on bicycle must hold or purchase a 7-Day Single Entry Permit, which is valid for one week. If the client holds or purchases a valid pass (e.g. Interagency Annual Pass, Interagency Senior Pass, Interagency Access Pass, Glacier National Park Annual Pass, etc.) they may use this pass to cover entrance fees for the pass holder and their family only. If the entrance station is not open to collect fees when the group is entering the park, instructions posted at the entrance station and fee registration area must be followed. Individuals possessing valid entrance passes or entrance passports must have their passes/passports in hand to have them honored for the purpose of waiving or reducing fees.
- e. 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: Call Glacier National Park Dispatch at (406) 888-7800 or 911.
- f. 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 and fixed-wing aircraft.)

- g. Guides/leaders operating in Glacier National Park will be issued a guide card by Glacier National Park. Guides/leaders must carry this card on their person while providing commercial services in Glacier National Park. This card must be presented upon request by a representative of the National Park Service, and is non-transferable. Guides/leaders must be willing and able to demonstrate compliance with terms of this permit if contacted by a representative of the National Park Service.
- h. Violation of any park regulation or the terms of this authorization may result in the suspension of privileges granted by this authorization, or may result in denial of future CUA applications.
- i. Use of the North Fork area is specifically excluded from this authorization.
- j. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, and all refuse shall be placed in the trash containers provided, or disposed of as otherwise required by the Superintendent. The holder shall be liable for any damages to property of the United States resulting from the activities authorized hereunder.
- k. The holder shall not monopolize public areas. All pullouts, restrooms, picnic areas, etc. must be available to the general public and cannot be used by the authorization holder to the exclusion of other park visitors.
- l. No signs or temporary structures may be posted or erected.
- m. 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.
- n. CUA holders and/or CUA holder's employees may not carry firearms while providing commercial services within Glacier National Park.

2. Insurance

- a. The Holder must maintain General Liability insurance naming the United States of America, National Park Service as an additional insured. Minimum coverage amount is \$300,000 per occurrence. Auto Liability insurance is also required at a minimum coverage amounts described below.
- b. The Holder must also obtain Auto Liability insurance at the minimum coverages amounts described below:

Number of Passengers	Minimum per Occurrence Liability Limits
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

- c. The Holder shall also obtain Worker's Compensation as required by Montana State Law
- d. 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.
- e. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the licensee proves to be inadequate or otherwise insufficient for any reason whatsoever.

- f. 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.
- g. 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.
- h. 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.
- i. 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.

3. 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.

4. Gross Revenue Figures and Visitor Information

Gross Revenue Figures and Visitor Information will be submitted, by the holder, to the Concessions Office by November 1 of each year. The forms to be used are attached.

APPENDIX II GUIDED BICYCLE ROAD TOURING SPECIAL PARK CONDITIONS

1. Tour Leader Requirement, Certification and Documentation

- a. An employee of the holder, designated as tour leader/guide, shall ride at the rear of the group to assist with bike adjustments and other touring concerns.
- b. Tour leader/guides shall be familiar with the park and supportive of its regulations. Tour leaders/guides shall understand the hazards involved and prepare participants for conditions and situations which may be encountered. Tour leaders/guides will inform all clients of regulations, including but not limited to the restricted areas during specific times on the Going-to-the-Sun Road. Prior to issuance of a Guide Cards, tour leaders/guides must sign Attachment D of the Application indicating their review of park regulations.
- c. 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. The holder shall provide the Superintendent with a listing of all personnel used as tour leader/guides using Application Form Attachment C. This submittal shall be

made prior to issuance of a Guide Card. First Aid/CPR certification must be kept on file with the Holder and must be provided to the NPS upon request.

- d. Leaders/guides can be added to the CUA after issuance. A \$25 fee must accompany the Leader/Guide's signed Application Attachment D and CPR/First Aid information. 15 business days is required for processing additional guides.

2. Conditions for Bicycle Groups

- a. Each group shall be accompanied by a support vehicle accessible to the needs of the participants. Vehicles traveling over the Going-to-the-Sun Road (GTSR) must not exceed 21 feet in length (including bumpers) and eight feet in width (including mirrors). The holder is not authorized to drive their vehicle across the GTSR except as a support vehicle for the bicycle tour. Transport of clients across the road in a vehicle is not permitted. Exceptions to the requirement of having a support vehicle must be proposed to the National Park Service in writing.
- b. Bicycle groups are not permitted to eat lunch in the Logan Pass area. Logan Creek pullout (large paved pull off with toilets, located at mile 20 on the Going-to-the-Sun Road, west of the Continental Divide) or Grizzly Point pullout (large paved pull off with toilets, located at mile 37 on the Going-to-the-Sun Road, east of the Continental Divide) area may be used for lunch stops. All food and drink items and trash must be disposed of properly.
- c. Tour leaders are responsible for ensuring that basic first aid supplies and bicycle repair equipment are readily available in quantities as are reasonable for the terrain encountered and conditions expected.
- d. All participants will ride single file. The holder shall regulate participant riders on its bicycle tours so that the entire group is broken into groups of no more than four riders per group, each group spaced apart by approximately one-quarter mile. If other bicyclists are encountered, groups may have to re-distribute riders so the total number of bikes does not exceed four riders in a group.
- e. If more than four motor vehicles be following a bicycle rider or group of riders, the individual rider or group must safely pull to the side and allow the vehicles to pass.
- f. The holder shall make helmets available to each of its participants free of charge.
- g. All participants and vehicles will be required to display an item that makes the group readily identifiable to NPS staff and distinguish the group from others. The holder will submit a description and/or photograph (as appropriate) of the identifying item.
- h. Prior to the authorization being issued, the holder shall provide the Superintendent with a completed itinerary for each trip planned using the format in Application Attachment C.
- i. The holder is not authorized to provide guided hikes in the park. Commercially guided hikes must be arranged through the park guided hiking concessioner, Glacier Guides, Inc. The holder must be accompanied by a guide from Glacier Guides to travel between Lake McDonald Lodge and Rising Sun Motor Inn to access trailheads in that area for hiking. The holder is not authorized to transport clients between Lake McDonald and Rising Sun to tour the Going-to-the-Sun Road.
- j. Appendix III identifies certain stops and short walks in the park on which a commercial operator may accompany their clients (not classified as a commercially guided hiking activity). No additional charges may be made for this service. These are the only trails or where clients may be taken without using the services of Glacier Guides.
- k. The use of vans, shuttles, or carpooling is encouraged to reduce congestion. When vehicles are left, they shall be parked in such a manner that the normal flow of traffic is not inhibited.

APPENDIX III

SITES AND SHORT WALKS THAT ARE NOT CONSIDERED COMMERCIALY 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



ANNUAL REPORT INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

OMB Control No. 1024-0268
Exp. Date: 08/31/2016

INSTRUCTIONS

These instructions correspond to the numbered questions in Form 10-660.

1. Enter your contact information as it appears on your permit.
2. Enter the service you provide as it appears on your permit.
3. Enter the number of visitors who use your service. Enter the number of trips your company made to the park; i.e., a two person backpack trip for 3 days is ONE TRIP.
4. Enter the average number of hours or days a customer spends in the park on one of your trips.
5. Check the box that best describes the level of importance the park plays in this CUA.
6. Enter the percentage of your activity that takes place in the park.

Example: If you raft through the park and 8 of 10 miles are inside the park, then 80% of the activity takes place in the park. OR If you spend 4 hours on a hike and the last hour is hiking outside the park then you spend 75% of the activity in the park.

7. Enter your total gross receipts for this business year.
8. Enter the dollar amount of your gross receipts that is the portion of your total gross receipts that you earned as a result of visiting the park.

If the park is the exclusive destination for your activity, then 100% of your gross receipts are a result of your visiting the park. If it is a primary or incidental destination, then estimate what percentage is a result of visiting the park. As a general rule, this should not be less than the answer to #6.

9. Provide details of any reportable injuries incurred to you, your employees, or clients this year.
10. Signature of business owner or authorized agent.



ANNUAL REPORT COMMERCIAL USE AUTHORIZATION

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Glacier National Park
Jean Tabbert, CUA COORDINATOR
(406) 888-7858

Due by November 1, 2015

Submit after the season with actual visitor use/revenue figures.

Please enter the information below. Refer to the instructions on page 1.

1. **Contact Information**

Holder Name: _____ Contact Person (if different): _____

Business Name: _____ Email: (business) _____

Mailing Address: _____

Phone: _____ Fax: _____

2. **Services provided:** Guided Bicycle Tour

3. **VISITOR USE INFORMATION**

How many clients did you serve within the park? _____

How many trips did your company make to the park this year? _____

Dates of Trip	# Clients in Group	# of tour leaders/guides biking with clients (do not include support vehicle drivers)	Changes from itinerary submitted with application*
Totals			

*Please provide details of any changes to the proposed itineraries submitted with CUA application, including any changes to routes in the park including the dates this route was used. Attach additional sheets if necessary.

4. **What was your average length of stay per visit in the park this year?**

(For day trips show the average number of hours that you spend in the park per trip. For overnight trips show the average number of nights that you spend in the park per trip. If both types of trips were offered show the average length of stay for each type.)

Day Use: Number of Day Trips _____ Average Hours/trip _____

(Show trips that use lodging outside of the park as day trips.)

Overnight Use: Number of Overnight Trips _____ Average # of Nights/trip _____

5. The park is:
- the **exclusive** destination for your clients. (This means it is the only destination being offered on the trip, not including brief stops along the way. 100% of your trip is a result of your visiting the park.)
 - a key **destination** or a **significant location**. (This means it is one of several sites where your services are provided. Some percentage of your trip is a result of visiting the park.)
6. What percentage of your trip is a result of visiting the park? _____

FINANCIAL INFORMATION

7. What were the total gross receipts from your operation? _____
8. What were the gross receipts earned as a result of visiting the park? _____
See Instructions

INJURY INFORMATION

9. Did you have any reportable injuries occur during your trips this year? Yes No

If yes, please use a separate sheet of paper to report the date and type of injury and a brief statement of the incident and the outcome of the patient care, please omit the patient's name. A reportable injury involves any medical incident or injury requiring medical aid beyond Basic First Aid and/or when a request for medical aid/rescue assistance is made.

10. Signature: False, fictitious or fraudulent statements of representations made in this report 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 report. 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

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 (16 U.S.C. 5966). 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 impact to park resources and compliance with park regulations and limitations. We estimate that it will take approximately 1.25 hours to prepare a report, including time to review instructions, gather and maintain data, and complete and review the report. 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. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.