



United States Department of the Interior



NATIONAL PARK SERVICE
Golden Gate National Recreation Area
Building 201, Fort Mason
San Francisco, CA 94123-0022

IN REPLY REFER TO:
BMD

February 15, 2019

Dear Commercial Carrier Manager:

We have reached that time of the year when we will begin accepting renewals for the Commercial Carrier Commercial Use Authorization (CUA) program from those that offer transportation services in Golden Gate National Recreation Area (GGNRA). The CUA is valid from July 1st, 2019 to June 30th, 2020.

All application packets must be postmarked no later than March 15, 2019. This is to guarantee an April 1st turnaround for being able to make reservations the morning of April 1st, 2019 for the July 1st 2019 and beyond dates. To apply, submit the following materials:

1. CUA Application NPS Form 10-550 with original signature
2. Annual Survey NPS Form 10-660
3. Certificate of Insurance listing "The U.S. Government, National Park Service, Golden Gate National Recreation Area, 201 Fort Mason, San Francisco, CA 94123" as Additional Insured.
4. Check or money order payable to "DOI, National Park Service"
Total Fee = \$300 Application Fee

Mail materials to:

Golden Gate National Recreation Area
Attention: Business Management Division
Building 201, Fort Mason
San Francisco, CA 94123

Upon approval of your application, GGNRA will email you the official permit for signature. A signed copy must be returned to GGNRA before your CUA vehicle placards will be released and your account on Recreation.gov will be made active.

Thank you again for your ongoing commitment to providing transportation services to GGNRA visitors. If you have any questions regarding the CUA program, please contact Jennifer Flores via e-mail at Jennifer_flores@nps.gov or by phone at (415) 561-4948.

Sincerely,

Jennifer Flores

CUA Program Manager



COMMERCIAL USE AUTHORIZATION APPLICATION



Golden Gate National Recreation Area
Building 201, Fort Mason, San Francisco, CA 94123
Park Contact: goga_business@nps.gov
Phone Number: (415) 561-4948

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include 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:
Commercial Carrier Transportation
2. 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 Application/Administrative Fee (see "Attachment C" – Fee Schedule and Payment Information).
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: List of Approved Services and Required Documentation

Attachment B: Insurance Requirements

Attachment C: Fee Schedule and Payment Information

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. Management fees will be submitted on a bi-annually basis. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually at the end of the permit year, or more frequently if specified in Attachment C (Fees).
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 suspended or 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 (415) 561-4948 or by going to the park CUA webpage at <https://www.nps.gov/goga/learn/management/cua.htm>.
- 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.



INSTRUCTIONS COMMERCIAL USE AUTHORIZATION APPLICATION



Golden Gate National Recreation Area
Building 201, Fort Mason, San Francisco, CA 94123
Park Contact: goga_business@nps.gov
Phone Number: (415) 561-4948

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.)]*
Commercial Carrier

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:

Expiration Date:

8. Employer Identification Number (EIN):

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 \$1,000,000 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)	\$1,000,000
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

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:

- Application Fee: Required Amount: \$300
- Management Fee: Required* Amount: \$5 per client
- Monitoring Fee: Required Not required
- Administrative Fee: Required Not required
- Other Fee (Reservation Fee): Required** Amount: \$30 or \$45 per visit, dependent on vehicle length

* Management fee not required for Muir Woods National Monument
 ** Reservation fee required for Muir Woods National Monument only

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.

SPECIAL PARK CONDITIONS COMMERCIAL USE AUTHORIZATION

Definitions

- **Commercial Carrier:** Any type of motor vehicle used for commercial transportation service to areas administered by GGNRA, including but not limited to sedans, SUVs, minivans, vans, mini-buses, motor coaches, and limousines used for commercial transportation services subject to authorization. The following exceptions apply in which carriers may use roads within GGNRA without a CUA: vehicles contracted for use by school programs in NPS areas; vehicles contracted for use by nonprofit organizations' programs in NPS areas; delivery, vendor or contractor vehicles; taxis; and MUNI or other providers of public transportation.
 - **Commercial Transportation Service:** Conveyance of visitors via motor vehicle into and/or out of any area administered by GGNRA for a direct or indirect fee and, except for on-board interpretive services, no other services are provided.
 - **Commercial Use Authorization:** A form of written authorization issued by the Superintendent under which persons are allowed to provide certain commercial services to visitors of the GGNRA.
 - **Open-Top Commercial Carrier:** A commercial carrier in which all or part of the vehicle roof has been removed.
- A. Acknowledgement:** In accepting this authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization, must bear a direct relationship to the purpose for which GGNRA was established, i.e. visitor understanding and enjoyment of park areas. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops and, as appropriate, information to accurately explain the natural ecosystems, history and culture of GGNRA to their clientele.
- B. Employee / Agent Responsibility:** The Holder and all participants authorized herein must comply with the conditions of this authorization including all exhibits or amendments or written directions of the GGNRA Superintendent. The Holder shall insure that all employees and/or agents entering GGNRA are informed of all "Special Park Conditions" of this authorization. The Holder may be cited for any violations of the authorization committed by their employee and/or agent while acting under this authorization.
- C. Insurance:** The Holder will provide comprehensive general liability insurance in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability will be \$1,000,000 per occurrence. The GGNRA reserves the right to revise the minimum required limits. If claims reduce available insurance below the required per occurrence limits, the Holder shall obtain additional insurance to restore the required limits. The Holder shall provide a Certificate of Insurance as evidence of compliance with this requirement, and shall provide to the GGNRA thirty (30) days advance written notice of any material change in the Holder's insurance program hereunder. In addition, the Holder will obtain the following additional coverage at the same limits as required for the Holder's comprehensive general liability insurance unless other limits are specified below:
- 1) **Automobile Liability.** To cover all owned, non-owned, and hired vehicles by the Holder. The Holder shall provide automobile insurance coverage based upon the largest capacity vehicle it will operate in GGNRA in the following minimum amounts as established by the California PUC:
 - \$1,000,000 for any vehicle with a seating capacity of 6 passengers or less, including the driver
 - \$1,500,000 for any vehicle with a seating capacity of 7 passengers through 15 passengers, including the driver
 - \$3,000,000 for any vehicle with a seating capacity of 16 passengers through 25 passengers, including the driver
 - \$5,000,000 for any vehicle with a seating capacity of 26 passengers or more, including the driver
 - 2) **Worker's Compensation.** Statutory Worker's Compensation and employees' liability as required by the State of California.
- D. Use Limits:** It is expressly understood that the Superintendent may impose public use limits based upon the authority stated in Title 36 of the Code of Federal Regulations, Section 1.5. Furthermore, it is understood that possession of this Authorization does not guarantee entry into GGNRA, and that entrance into or parking within GGNRA may be closed or restricted from time to time in response to crowded conditions or natural events. It is also understood that access to GGNRA and certain areas within GGNRA may be restricted in the future to protect resources and assure quality visitor experiences, or due to the implementation of special park projects.
- E. Damages:** The Holder shall pay the United States for any damage resulting from this use, which would not reasonably be inherent in the use, which the Holder is authorized to make of the park area described in this authorization.
- F. Safety:** The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other GGNRA visitors, and GGNRA employees.
- G. Acknowledgment of Risk:** The Holder shall not require visitors/customers to sign a Waiver of Liability or Indemnification form. The Holder may instead require a signed Acknowledgment of Risk form from visitors, in which case the NPS standard Acknowledgement of Risk form is strongly preferred to other formats.
- H. Hours of Operation:** NPS hereby authorizes the Holder to operate in GGNRA areas from 8am to sunset only, unless specifically authorized for after-hours entry by a Special Use Permit issued by NPS.

- I. Idling:** The Holder agrees not to idle any of its commercial carriers for more than 30 seconds while within any GGNRA areas. Carrier engines must be turned off when unloading passengers and remain off until all passengers have re-boarded and the vehicle is ready for departure.
- J. Queuing:** If designated commercial carrier parking spaces are full, then vehicles shall not queue or block other parking spaces.
- K. Noise:** The Holder agrees to refrain from using public address systems or loudspeakers in Open-Top Commercial Carriers while within lands managed and administered by GGNRA.
- L. Parking:** The Holder agrees to park commercial carriers only in designated parking areas and during designated parking times. The Holder further agrees to abide by any short-term restrictions as may be posted at such parking areas. No double parking or overnight parking is permitted.
- M. Vehicle Length and Size Limits:** Commercial carriers exceeding forty-five (45) feet in length or 102 inches in width will not be issued a CUA. Additional size restrictions for specific areas in GGNRA are detailed in the Attachments, and may be imposed for any National Park Service roadway when deemed necessary by the GGNRA.
- N. Commercial Carrier Safety Inspections:** The Holder shall adhere with the California PUC's driver and vehicle safety regulations and shall cooperate fully with any inspections of commercial carriers within GGNRA.
- O. Permit Possession:** The Holder shall display the window placard provided by GGNRA at all times in the lower driver's side corner of the windshield of all commercial carriers entering GGNRA. Furthermore, the Holder shall provide a copy of the entire "2018-2019 Commercial Use Authorization" on board all commercial carriers entering GGNRA.
- P. Behavior and Conduct:** The Holder shall require its employees and other agents to possess visual recognition in the form of a uniform or badge that identifies them as commercial carrier agents. The Holder shall also require its agents to exercise courtesy and consideration in their relations with the public and with NPS employees, volunteers or other agents. The Holder will review and correct the conduct of any of its employees or volunteers whose actions or activities are considered by the Service to be inconsistent with the experience, enjoyment, and protection of visitors and stewards of public land.
- Q. Advertising:** Advertising for the authorized activity shall not state or imply endorsement by GGNRA or the National Park Service. Upon request, the CUA Holder will provide GGNRA with copies of advertising brochures and any other materials related to commercial transportation service within GGNRA.
- R. Reporting / Park Surveys:** The Holder agrees to complete the following reports and/or surveys;
- Annual Report for Commercial Carriers (OMB 10-660) within 15 days of the expiration of this CUA authorization.
 - Monthly Report (OMB form 10-660A) completed for each month of operation, submitted half-way through the CUA year on January 15 for the reporting period June-December.
 - The Holder also agrees to cooperate in other surveys that may be conducted by GGNRA designed to assist in Park management actions.
- S. Disclosures:** The Holder agrees to have their company name published on the CUA page of the GGNRA website, within a list of commercial carriers with active CUAs.
- T. Nondiscrimination:** The Holder shall comply with all Federal Equal Opportunity laws.

APPENDIX I: SPECIAL CONDITIONS FOR MARIN HEADLANDS

These Special Conditions for the Marin Headlands area of GGNRA are attached to the Commercial Use Authorization and, except as otherwise specified herein, any terms in these Special Conditions are as defined in the CUA. In the event of any apparent conflict between the terms, agreements, covenants, conditions or provisions of the CUA and these Special Conditions, the terms of the CUA, including its amendments, shall prevail. These Special Conditions may be modified from time to time by NPS in its sole discretion.

Vehicle Length Limits: Commercial Carriers over 24 feet in length are subject to restricted access in the Marin Headlands as follows:

- Prohibited from operating on Conzelman Road west of its junction with McCullough road to Field road.
- Prohibited from operating on Conzelman Road east of Dillingham commuter lot to intersection of Lime Point parking, Fort Baker.

APPENDIX II: SPECIAL CONDITIONS FOR MUIR WOODS NATIONAL MONUMENT

These Special Conditions for the Muir Woods National Monument are attached to the Commercial Use Authorization and, except as otherwise specified herein, any terms in these Special Conditions are as defined in the CUA. In the event of any apparent conflict between the terms, agreements, covenants, conditions or provisions of the CUA and these Special Conditions, the terms of the CUA, including its amendments, shall prevail. These Special Conditions may be modified from time to time by NPS in its sole discretion.

1. **Parking Reservations:** Reservations are required for parking at Muir Woods. Commercial carriers parked without a reservation, or parked outside of the reserved timeslot, are subject to citation and possible suspension from the CUA program.
 - **Reservation requirements.** Only CUA Holders are authorized to make reservations. The Holder must make parking reservations through recreation.gov and display the recreation.gov confirmation letter in the windshield of the vehicle each time the vehicle parks at Muir Woods. Reservations must be made in advance, prior to arrival, as reservations are not allowed to be purchased onsite, nor is there telecommunications or internet connectivity at Muir Woods to make onsite reservations.
 - **Reservation limitations.** The Holder is limited to making no more than six (6) reservations per day, with no more than two (2) reservations overlapping at any given time.
 - **Non-transferability.** The Holder may not transfer or resell reservations.
 - **Cancellations.** The Holder may cancel reservations up to three (3) days in advance, subject to a \$10 cancellation fee. There are no refunds for cancellations made less than three (3) days in advance.
 - **No shows.** If the Holder does not cancel a reservation and fails to utilize a reserved parking spot more than five (5) times, the Holder may be temporarily suspended from accessing the reservation system and visiting Muir Woods.
2. **Parking Reservation Fee:** The fee for parking reservations is \$30 for medium sized vehicles up to 22 feet in length, and \$45 for large vehicles over 22 feet and up to 35 feet in length. All cancellations are subject to a \$10 cancellation fee.
3. **Designated Parking:** Commercial carriers are subject to restricted parking within Muir Woods parking lots as follows:
 - **Main Parking Lot:** Reservations are required for designated parking for commercial carriers. Commercial carriers must park in their reserved parking stall, numbered one (1) through twelve (12). Commercial carriers that are 22 feet in length or less are prohibited from parking in stalls designated for those greater than 22 feet in length. Placards will still be required for commercial carriers entering Muir Woods.
 - **Annex Parking Lot:** No designated parking - commercial carriers are prohibited.
 - **Conlon Avenue Parking Area:** No designated parking - commercial carriers are prohibited.
 - **Roadside Shoulder Parking:** No designated parking – commercial carriers are prohibited.
4. **Vehicle Length Limits:** The Holder will comply with any vehicle length restrictions, including changes to such restrictions, during the term of this permit. Highway 1 and Muir Woods Road are regulated by the California Highway Patrol, which does not advise use by vehicles longer than 30 feet on upper Muir Woods Road or vehicles longer than 35 feet on Highway 1. Therefore, commercial carriers longer than 35 feet are prohibited from entering Muir Woods.
5. **Driving Route Requirements:** In order to ensure safety on narrow roads and to minimize congestion, commercial carriers over 30 feet shall drive in to Muir Woods National Monument via Highway 1 to Muir Beach and up Frank Valley and exit the monument using the lower Muir Woods Road, via a right turn out of the parking lot toward Muir Beach. Commercial carriers below 30 feet are still able to drive in via upper Muir Woods Road and exit the monument using lower Muir Woods Road, via a right turn out of the parking lot toward Muir Beach. In the case of new vehicle length restrictions during the term of this permit, driving route requirements are subject to change.
6. **Offloading and Loading:** Commercial carrier off-loading and loading is only permitted within reserved, designated stalls in the Main Parking Lot. Drop offs by commercial carriers in the loading / unloading zone are strictly prohibited.
7. **Visitor Entrance Fees Not Included in CUA Permit Fee:** The Holder expressly agrees and understands that the visitor entrance fee to Muir Woods levied by NPS is not included as part of any fees paid by the Holder for this CUA permit. The Holder agrees to pay to NPS and/or direct all customers to pay to NPS the fees due and payable at time of entrance at the Muir Woods Visitor Center. **The Holder and/or its agents will provide evidence of visitor headcount at the entrance via a roster or similar company manifest to verify payment of fees for all customers.** Attempting to avoid payment of appropriate fees is a violation of federal law and may result in the citation of the Holder and/or its agent or, in the case of repeated violations, the revocation of this authorization.
8. **Site Interpretation Training:** In order to provide an accurate and meaningful experience for visitors, the Holder and all agents entering GGNRA shall read the 2018 Muir Woods National Monument Tour Guide and Commercial Driver's Manual located at: <https://www.nps.gov/goga/learn/management/cua.htm>.
9. **Site Interpretation:** CUA Holders and agents are welcome and encouraged to provide an orientation to visitors, but Holders and agents may not provide orientation or accompany visitors past the Visitor Center at the main entrance. CUA Holders shall refrain from offering guided hiking tours or other guided services within Muir Woods National Monument. Holders and agents are encouraged to direct visitors to National Park Service Interpretation Rangers if visitors wish to attend interpretive talks and tours in the park.

APPENDIX III: NOTE REGARDING PRESIDIO OF SAN FRANCISCO

In reference to the enclosed map of Presidio Areas A and B, Area A is managed by GGNRA and thus covered under this CUA. Area B of the Presidio of San Francisco is managed by the Presidio Trust, therefore commercial tour vehicle operations in that area are not authorized by this Commercial Use Authorization. The Holder may contact the Presidio Trust Department of Transportation with questions related to specific rules and regulations for Area B.

The following roadways, pullouts and parking lots within Presidio Area A are available to Commercial Carriers under 45 feet:

- Battery East parking lot
- Bowley Street (Baker Beach)
- Fort Point parking lot
- Long Avenue
- Mason Street to McDowell Rd. intersection
- Merchant Road

The following roadways, pullouts and parking lots within Presidio Area A are available only to Commercial Carriers under 35 feet:

- Bowley Street (Baker Beach)
- Battery Chamberlin road
- Langdon Court (Fort Scott Overlook)

The following roadways, pullouts and parking lots within Presidio Area A are available only to Commercial Carriers under 27 feet:

- Crissy Field East Beach

ATTACHMENT A

Authorized Services & Required Licenses, Registrations and Training Certificates

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION
Commercial Carrier	<ol style="list-style-type: none"> 1. CUA Application NPS Form 10-550 with original signature 2. Annual Survey NPS Form 10-660, for those with a valid CUA for the 2017-2018 CUA year 3. Certificate of Insurance listing "The United States of America, National Park Service, Golden Gate National Recreation Area, 201 Fort Mason, San Francisco, CA 94123" as Additional Insured. 4. Check or money order payable to "DOI, National Park Service" Total Fee = \$300 Application Fee

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 \$1,000,000. 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

ATTACHMENT C

Fee Schedule and Payment Information

Fees

Application Fee: Required Amount: \$300
Management Fee: Required* Amount: \$5 per client
Monitoring Fee: Required Not Required
Administrative Fee: Required Not Required
Other Fee (Reservation Fee): Required** Amount: \$30 or \$45 per visit, dependent on vehicle length

* Management fee not required for Muir Woods National Monument

** Reservation fee required for Muir Woods National Monument only

Payment Information

Application Fee: Submitted annually, upon application submission.

Management Fee: Submitted Bi-annually on the submission dates below:

Reporting Months	Reporting and Fee Submission Date
1 st Report: July-December	January 15
2 nd Report: January-June	July 15

Other (Reservation Fee): Submitted through Recreation.gov upon completion of each reservation.