



COMMERCIAL USE AUTHORIZATION APPLICATION

Golden Gate National Recreation Area

Building 201, Fort Mason
San Francisco, CA, 94123

Eric Kenny, CUA Coordinator

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Refer to application instructions at the end of this application. 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.)]*

Outdoor Fitness Service – Please specify type of fitness class:

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. Owner and Authorized Agents: *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

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:

Limited Liability Company

Corporation

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

Other

7. Business License – State and Number:

Expiration Date:

8. Employer Identification Number (EIN):

9. Liability Insurance:

Provide proof of liability insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A").

10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?

Yes No

Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If "Yes," please give a description of each vehicle. Use additional paper, if necessary.

| Make/Model of Vehicle | Year | Max # Passenger Capacity | Own/Rent/Lease |
|-----------------------|------|--------------------------|----------------|
| | | | |
| | | | |
| | | | |

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

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

11. Additionally Required Documentation:

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in "Attachment B".

12. DOI Employment:

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

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

Employee Name: _____ Title: _____

Bureau or Office where employed: _____

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, <https://www.doi.gov/ethics>.

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

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

Date of violation or incident under investigation: _____

Name of business or person(s) charged: _____

Please identify the law or regulation violated or under investigation:

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

Additional Detail (optional):

(Results) Action Taken by Court:

14. Fee: Please include the \$500 annual application fee.

15. Signature:

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

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

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.

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.

COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
Outdoor Fitness Service
If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.
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 owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. Provide contact information for both the main season and the off-season. 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 state, 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 you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased 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). You may be subject to additional insurance requirements. Refer to "Attachment A".
10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
11. Provide copies of additional documentation as required by "Attachment B".
12. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.
13. Provide details 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. Do not include minor traffic tickets.
14. Include payment of the Application Fee - \$ 500.00.
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: Insurance Requirements

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 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. All vehicles/vessels/aircraft 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.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **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.
6. **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.
7. **CUA Fees:** At a minimum, 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 authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
8. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **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.
12. **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 area Superintendent.
13. **Reporting:** The holder is to provide the area Superintendent upon request 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 area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the

CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).

- 14. 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 access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
- 15. Minimum Wage:** The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients 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 to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained at <https://www.nps.gov/subjects/cua/upload/Visitor-Acknowledgment-of-Risk.pdf> or by contacting the CUA office at (415) 561-4948.
- 17. 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 Service", 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.
- 18. 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.

APPENDIX I: SPECIAL PARK CONDITIONS

Definitions

The following definitions shall apply to the terms found herein:

- **Holder** - For the purpose of this authorization, the term "Holder" shall mean a person, company and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. This definition shall include employees and/or agents of the person, company, and/or corporation to whom this authorization is issued.
 - **Outdoor Fitness Program** - For the purpose of this authorization, the term "Outdoor Fitness Program" shall mean any type of commercial guided exercise activity provided to GGNRA area visitors for a direct or indirect fee or charge. This definition includes but is not limited to fitness instruction, education and motivational exercises for groups of all sizes, including individual coaching. Operators that offer fitness programs within the GGNRA Authorized Sites more than 1 time per week or 4 times per month are required to obtain a National Park Service Commercial Use Authorization.
- 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.
 - 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 GGNRA Superintendent. The Holder shall insure that all employees and customers 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. Indemnification** - The Holder shall provide the GGNRA with a Statement of Insurance and Certificate of Insurance for the following at the inception of this authorization and upon renewal of insurance thereafter, and shall provide the GGNRA thirty (30) days advance written notice of any material change in the Holder's insurance program hereunder.
 - 1) The Holder shall provide comprehensive general liability insurance 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 \$500,000.00 per occurrence covering both bodily injury and property damage.
 - 2) If transporting customers, the Holder shall provide comprehensive vehicle insurance in the amount commensurate with California Public Utilities Commission (CPUC) standards and obtain the proper CPUC license for passenger carrier transportation. In addition, the Holder may also be required to obtain a CUA for commercial carrier transportation in GGNRA. Please contact the CUA Program Manager at (415) 561-4948 for more information about these requirements.
 - 3) The Holder shall provide Statutory Worker's Compensation and employees' liability as required by the State of California.
 - D. Authorized Sites** - Authorized Sites for Outdoor Fitness activities within GGNRA are limited to Baker Beach, Crissy Field, and Rodeo Beach. The Holder may only operate an Outdoor Fitness Program within these GGNRA Authorized Sites.

- E. Use Limits** - It is expressly understood that the Superintendent may impose public use limits based upon his/her authority stated in Title 36 of the Code of Federal Regulations, Section 1.5. It is also understood that possession of this Authorization does not guarantee entry into GGNRA. The Holder is subject to the following use limits specifically:
- 1) Outdoor Fitness Programs may not block any paths, walkways, bridges, roads, or parking areas.
 - 2) Outdoor Fitness Programs may not incorporate picnic tables, benches, bridges, trees, bushes, or other fixtures and vegetation into exercises.
 - 3) Very small equipment, such as small cones, yoga mats, and medicine balls, may be utilized but must be removed immediately upon completion of the exercise that the equipment was used for, and before moving onto the next exercise. Equipment that may impact natural or cultural resources is not allowed for use at any GGNRA site.
 - 4) GGNRA sites may be closed or restricted from time to time in response to crowded conditions, special events, natural events, or special park projects to protect resources and assure quality visitor experiences. Outdoor Fitness Programs will not have access to areas under such circumstances.
 - 5) Groups of 30 or more are required to receive a permit through the Office of Special Park Uses. Visit <https://www.nps.gov/goga/planyourvisit/specialparkuses.htm> for more information.
- F. First Come, First Served** – The GGNRA Sites authorized herein are available to Outdoor Fitness Programs on a first come, first served basis. Scheduling conflicts among competing operators are the responsibility of the individual operators.
- G. CUA Identification Possession** - The Holder and all agents shall carry a CUA Identification Card provided by GGNRA on their persons at all times when operating Outdoor Fitness Programs within GGNRA.
- H. Behavior and Conduct** - The Holder shall 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.
- I. Damages** - The Holder shall pay the United States for any damage resulting from this use, which would not reasonably be inherent in the use described herein.
- J. Safety** - The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other GGNRA visitors, and GGNRA employees.
- K. 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 documents.
- L. Hours of Operation** - NPS hereby authorizes the Holder to operate in GGNRA Authorized Sites for Outdoor Fitness Programs during publicly posted hours of operation only, unless specifically authorized for after-hours entry by a Special Use Permit issued by NPS.
- M. 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 fitness activities within GGNRA.
- N. Annual Survey(s)** - The Holder agrees to complete the Annual CUA Survey for Outdoor Fitness Program operations. This survey will be distributed by GGNRA and must be received before a renewal permit will be issued. The Holder also agrees to cooperate in other surveys that may be conducted by GGNRA designed to assist in NPS management actions.
- O. Nondiscrimination** – The Holder shall comply with all Federal Equal Opportunity laws.
- P. COVID-19 Provisions** – Due to the COVID-19 pandemic, access to NPS property may be limited throughout the term of this authorization. These access limits may be for visitors generally and/or for CUA holders specifically. Where access is available, the Holder must comply with all local, state, and federal requirements related to COVID-19 and social distancing standards. If requested by GGNRA, the Holder must share its COVID-19 Health and Safety Plan, or similarly named document, as required by the State of California and/or local jurisdictions.

ATTACHMENT A 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 commercial general liability insurance is \$500,000. 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). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

Other Required Insurance

Commercial Auto Liability Insurance is required if a CUA holder transports passengers or uses in the performance of the service in the park owned/leased/rented vehicles. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance. The minimum Commercial Auto Liability Insurance for passenger transport is:

| Commercial Vehicle Insurance – Passenger Transport (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 |

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 additional 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