

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 \$1,000,000 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
SPECIAL PARK CONDITIONS
GRAND CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION CONDITIONS**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS AUTHORIZATION. **All pages of this authorization must be carried and available for inspection by the holder or its employees at all times while operating within Grand Canyon National Park. Failure to carry all pages is a violation of terms and conditions of this authorization.**

1. **Permits/Licenses** – The holder must obtain all permits or licenses of Arizona State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all applicable federal, state, and local laws and regulations. Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service or Law Enforcement personnel.
2. **Business Operations** - This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **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 land described in this authorization.
4. **Health and Sanitation** – The holder will comply with applicable public health and sanitation standards and codes. The holder or its' employees are not authorized to use the park's dump stations. The holder is responsible for the removal of all trash associated with the holder's visit to the park and is prohibited from depositing commercial waste into park trash containers. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 928-638-7355. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
5. **Nonexclusive Authorization** – The holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the holder a preferential or exclusive right to conduct business in any NPS administered area.
6. **Equal Employment Opportunity/Nondiscrimination** - The holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor (Exhibit A).

- 7. Insurance** – The holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this authorization. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

The holder shall provide the Superintendent a Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the holder's insurance program hereunder.

General Liability – The holder shall obtain general liability insurance in at least the amount of three hundred thousand dollars (\$300,000).

- 8. Liability Insurance Lapse or Cancellation** – Upon notification that the holder's automotive or general liability insurance has lapsed or cancelled for any reason, the authorization to operate in the park shall be suspended until new insurance is in place.
- 9. Payment** – Payment of entrance fees will be the responsibility of the transportation operator. In cases where the transportation operator and tour operator are separate entities, responsibility and liability for payment will fall on the transportation operator. This includes payment by cash and credit card.
- 10. Employee Firearm Possession** – Holder's employees may not possess firearms while on duty. The superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the holder with a thorough explanation of the basis of the request. The superintendent's response to the holder must be in writing.
- 11. Area Use** – This authorization is applicable only for the use of the area, term, and conditions designated herein. 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.
- 12. Backcountry Camping-** is only allowed under a Backpacking Commercial Use Authorization. Backpacking CUA Holders must have a valid backcountry permit for the trip dates.
- 13. Front country camping-** in Grand Canyon National Park is permitted by commercial groups with a minimum of 7 individuals, including all staff members, in designated Group Sites only. Groups with 6 individuals or fewer, including all staff members, are allowed to reserve ONE family site. Splitting groups between multiple family sites or reserving more than one family site per night per holder is a violation of the conditions of this authorization. Advance reservations required: <http://www.reserveamerica.com/> or 1-877-444-6777. Confirmation number must be presented when checking in. Group sites are limited to three (3) vehicles total, including trailers.
- 14. Commercial Transportation Responsibilities** – In order to transport clients into the park, Commercial Backpacking Companies must obtain a Commercial Tour CUA from Grand Canyon National Park. All commercial transportation operations are responsible for obtaining applicable permits and authorizations. In the event of a violation or infraction, responsibility and liability will generally be placed on the transportation operator or authorization holder, including citations, warnings, and fines, but the National Park Service retains the right to cite, warn or fine the tour operator or authorization holder as needed.
- 15. Fees** – The holder will be required to pay all applicable park fees (backcountry permits, camping permits, etc.). A non-refundable fee of \$415.00 for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees are required at Entrance Stations.

- 16. Archeological Sites** – Holders must abide by the Grand Canyon National Park Archeological Site Information Disclosure Policy: GRCA SOP 8213-01 Version 2014.1. Commercial guides and their clients may visit Class I and

Class II sites; however, inappropriate behaviors and activities on any archaeological site is a violation of federal law and the Commercial Use Authorization. Class III and IV sites are not approved for visitation.

17. **Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All motor vehicle accidents resulting in injury, personal/government property damage, or injury to park wildlife or resources must be reported to park law enforcement immediately at 928-638-7805 or by dialing 911. Commercial operators must remain on scene until the arrival of law enforcement officers.
18. **Separated Passengers / Rescues** – All commercial operators are responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to park dispatch as soon as possible and without unnecessary delay, at 928-638-7805. While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.
19. **Employee/agent responsibility** – The holder shall ensure that all company employees and motor coach operators entering the park are informed of all of the conditions of this authorization. (The holder may be cited for any authorization violations committed by their employee and/or agent.)

CONDITIONS OF SPECIFIED USES: BACKPACKING

20. The holder is authorized to use the following described lands or facilities within Grand Canyon National Park.
 - A. Commercial backpacking will be on ESTABLISHED TRAILS ONLY.
 - B. All guided backpacking trips will incorporate Grand Canyon NP safe hiking/Hike Smart guidelines.
21. Additional approved parking locations for backpacking if holder has a current Commercial Tour CUA:
 - A. **Moran Point (Hance Trail access)**
 - B. **Lipan Point (Tanner Trail access)**
 - C. **South Kaibab Trailhead** – commercial vehicles less than 22 feet in length may drive around the barriers and drop off or pick up clients at the trailhead. Parking is restricted to vehicles less than 22 feet in length that have valid backcountry permits for an itinerary that is scheduled to hike out of South Kaibab trail. **Vehicles must have commercial company name clearly marked on vehicle.** Vehicles may not proceed to Yaki Point.
 - D. **North Kaibab Trailhead** – limited to vehicles less than 22 feet in length.
22. **Trip Leaders/Guides** – Each group must have one person identified as the group or trip leader who will remain with the group at all times. If the party is divided into more than one group, each group will have a trip leader. The trip leader will inform the group of all park rules and regulations and has responsibility for the group. In corridor locations only, groups are permitted to separate for guided side trips if the remainder of the group stays together within base camp. The guide must stay with clients while leading them on the side trip, which must be within the parameters of Hike Smart guidelines and Day Hiking CUA regulations.
23. **Guide Registration** - The holder will register all guides with the park by submitting a completed Staff Registration Form for all employees guiding within the park. The holder will employ a staff with the expertise to operate all services authorized under this CUA.
24. **Guide Qualifications** – The following minimum qualifications must be met by each guide operating within Grand Canyon National Park.
 - All guides **must** possess a valid **Wilderness First Responder** first aid certificate plus **adult CPR**. More advanced first aid such as an Emergency Medical Technician certification are also accepted and encouraged. Photocopies of current first aid and CPR certification must be submitted with the Staff Registration Form.

- Guides must be at least 18 years of age and physically capable of hiking in the canyon environment.
- Guides must be trained in basic safety and resource protection, Leave No Trace principles, park rules and regulations and in the requirements of the CUA conditions. It is recommended that guides obtain Backcountry Food Handling certification.
- Guides must possess previous relevant outdoor experience and have traveled and camped on the trail to be guided on at least two separate trips prior to guiding it.

25. Company Identification - Guides must visibly identify the company they work for.

26. Guide-to-client Ratios – All groups will maintain a ratio of no fewer than 1 guide for 1-7 clients or 2 guides for 8-9 clients. Maximum group size in the inner canyon is 11 people including guides. If the holder has staff members participating in a training capacity, those staff members will be counted in the staff/client ratio.

27. Guide Equipment – A group size first aid kit will be carried by each group. The guide will carry a small shovel, toilet paper and plastic baggies for appropriate disposal of human waste. Guides will also be prepared for emergency situations where they may need to revise their original trip plan to accommodate clients who may be struggling to complete their intended hike. Some recommended additional items include flashlight, extra food and water and emergency overnight equipment.

28. Client Equipment – The trip leader/guide will ensure that each member of the group has adequate food and water for the proposed itinerary, appropriate footwear, clothing, light sources and sun-block. Clients will also be prepared for emergency situations where the original trip plan may need to be revised due to unforeseen emergency situations. Some recommended additional items include flashlight, extra food and water and emergency overnight equipment.

29. Orientations – The trip leader must provide an orientation to clients for the proposed itinerary and be capable of revising the itinerary for the group or an individual if an emergency situation occurs. The orientation must include basic hiking etiquette when passing other hikers or mules, Leave No Trace principles, park rules and regulations, safety procedures, litter, human waste and emergencies. Each participant will be supplied with a map (may be photo copied) of the trail hiked. Guides/Leaders will provide their clients with accurate information on a broad spectrum of topics related to the Grand Canyon and national parks, including, but not limited to, geology, wilderness impacts, history, ecology, etc.

30. Screening Trips – Backpacking CUA holders may conduct guided Day Hikes as safety and health screening trips for clients, prior to a Backpacking trip, contingent upon having already having a valid Backcountry permit for the same group.

31. Permits – Holder is required to abide by all rules and regulations set forth by the Backcountry Information Center regarding the application for and acquiring of Overnight Backcountry Permits. Backcountry Office rules and regulations are available on the park website or from the Backcountry Management Office.

32. Behavior and Conduct - The Holder and its agents are required to exercise courtesy and consideration in their relations with the public and with NPS employees, volunteers or other park agents. The Holder will review and correct the conduct of any of its employees 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.

33. Transferring of Permits–The re-selling or transferring of permits to individuals or other guide companies is prohibited. If all clients opt out of a given trip then the backcountry permit needs to be returned to the Backcountry Office within 72 hours for cancellation.

- 34. Phantom Ranch** - Guides leading Rim to Phantom Ranch Day Hikes, or Day Hikes from Phantom Ranch, for Phantom's overnight guests, must inform Xanterra that trip is commercial when making reservations. Trip itineraries must be emailed to Commercial Services at GRCA_Permits_Mail@nps.gov a minimum of 2 weeks prior to trip.
- 35. Human Waste/Waste Management** – Groups are required to abide by all park rules regarding proper disposal of human waste in order to prevent the pollution of water sources, the spread of disease, and the aesthetic degradation of backcountry areas. Improper disposal of human waste is a violation of park regulations and violators are subject to fines. The use of backcountry toilets is preferred. When this is not possible, guides will provide a shovel, paper, zip-lock bags and instructions for their clients to dig a hole six inches deep and carry out their used paper or use an approved human waste container also carried out and disposed of properly. **All** trash must be packed out of the corridor/backcountry and disposed of in an appropriate waste container.
- 36. Cigarette Smoking** – Smoking on trails is highly discouraged. Smokers must use caution when smoking to prevent dropping ashes or embers that might ignite a wildfire. **Cigarette butts are trash and must be packed out of the corridor/backcountry for proper disposal.**
- 37. Food** – All food scraps (fruit peels, nut shells, etc.) are considered trash and must be carried out. It is a violation to feed the wildlife, including squirrels. Practice Leave No Trace (LNT) ethics.
- 38. Personal Consumption of Wild Edibles** – Gathering of fruits, nuts, berries, edible plants, or plant parts for personal consumption is permitted. Wild edibles or other plant matter may not be gathered for transport outside the park or for commercial purposes.
- 39. Rock Climbing** – Technical rock climbing is prohibited.
- 40. Annual and Monthly Reports** – Within 30 days after December 31 of each partial or full calendar year of operation under this authorization, the holder will be responsible for submitting an annual report which summarizes total in-park visitor use, including gross revenues for the reporting period.
- 41. Authorization Compliance** – The holder and all participants authorized herein must comply with all of the conditions of this authorization, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain an authorization to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the authorization terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. National Park Service field personnel will be provided with a current list of holders by the Commercial Services Office. The Commercial Services Office will receive a copy of any written warnings or citations issued to holders and these documents will become part of the holder's park record.
1. A first violation may result in a warning letter to the CUA holder sent by the Commercial Services Office and/or a possible 30-day suspension of the CUA. The appropriate course of action will be based on the violation and the company's cumulative history.
 2. A second violation within any two year period may result in a 30 to 90-day suspension or revocation of the CUA, depending on the seriousness of the violation and the company's cumulative history. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a period of 12 months.
 3. In addition, the National Park Service may, at any time, terminate this authorization at its discretion or upon breach of any of the conditions based on the seriousness of the violation and the company's cumulative history.


 Authorization Holder Signature

 Date