

**UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service**

Grand Canyon National Park
Park Contact: Permits Coordinator, GRCA_Permits_Mail@nps.gov
Phone Number: 928-638-7707

COMMERCIAL USE AUTHORIZATION
UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. Authorized Activity:
COMMERCIAL BACKPACKING

Permit Number: CUA GRCA 5600-_____
Park Alpha-Number

Auth Date/Time:

2. Authorization Holder Information:
Business Name (Including all DBA names):

Expiration Date/Time: December 31, 2021

Contact Name:
Address:

Name of Area: Grand Canyon National Park

Phone and Fax:

3. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization):

Areas within Grand Canyon National Park open to the general public as designated by the attached authorization conditions.

4. Summary of authorized activity: (see attached sheets for additional information and conditions)
Commercial guided backpacking within Grand Canyon National Park.

Out- of- Park: The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

In-Park: The commercial service described above must originate and be provided solely within the boundaries of the park area

5. NEPA/NHPA Compliance:

Categorical Exclusion EA/FONSI EIS Other Approved Plans PEPC NUMBER:

6. Reasonable fee: (Cost recovery required at a minimum)

Application Fee: Required Amount \$300.00 Received _____
Market Price: Required Not Required Amount Determined with Annual Report

7. Insurance:

Liability: Required Not Required Coverage Amount \$1,000,000.00
Auto: Required Not Required

ISSUANCE of this authorization is subject to the conditions below. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

8. SIGNATURES (Digital signatures must include an auto-generated time/date stamp)

Authorization Holder:	_____	_____	_____
	Signature	Title	Date
Authorizing NPS Official: (additional if required)	_____	<u>Permit Coordinator</u>	_____
	Signature	Title	Date
Authorizing NPS Official:	_____	<u>Chief of Commercial Services</u>	_____
	Signature	Title	Date

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 is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization 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>.

Exemption: Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.

- 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 by contacting the CUA office at 928-638-7707 or by going to the park CUA webpage at <https://www.nps.gov/grca/learn/management/cua.htm>
- 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.

**GRAND CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION CONDITIONS**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS AUTHORIZATION.

19. 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. All drivers must show valid CUA and COVID-19 Mitigation Plan to the entrance station ranger upon arrival to the park.

20. Permits/Licenses: The holder must operate in compliance with all applicable federal, state, and local laws and regulations. The holder must obtain all permits or licenses of Arizona State or local governments, as applicable, necessary to conduct the business activities specified above. Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service or Law Enforcement personnel. The current weight restriction for Highway 67 is 80,000 pounds. Vehicles exceeding the 80,000 pound limit require, a Class C Permit from the Arizona Department of Transportation (ADOT). It is the responsibility of each operator to ensure they are meeting all conditions of ADOT's overweight and oversize vehicle permitting requirements. For additional information regarding permitting, go to <https://www.azdot.gov/motor-vehicles/enforcement/commercial-vehicle-permits/general-permits>

21. 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. This 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.

22. Public Health: The holder will comply with applicable public health and sanitation standards and codes. 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 will be evaluated to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.

23. COVID-19 Mitigation Plan: The holder must submit a COVID-19 Mitigation Plan to the Permits Office with their application for a CUA. Adherence to the plan is required as one of the CUA Conditions. Each CUA holder must have a copy of their COVID-19 Mitigation Plan with them when in the park and must produce it upon request.

24. Waste Management: 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 or using the park's dump stations.

25. 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 shall provide the Superintendent thirty (30) days written notice of any material change in the holder's insurance program hereunder. The holder shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).

26. 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.

27. Fees:

- a. **Park Entrance Fees:** Entrance fees are required at Entrance Stations. Payment of entrance fees will be the responsibility of the holder. Approved methods of payment are cash and credit card for South Rim locations. Credit card is the only approved method of payment for North Rim entrance. Refer to the following website for more information:
(https://www.nps.gov/grca/planyourvisit/com_tour_fees.htm)
- b. **CUA Application and Management Fees:** A **non-refundable application fee** is required, irrespective of the length of the CUA. CUA Management Fees are a required fee separate than the application fee. Refer to the park website for instructions:
(<https://www.nps.gov/grca/learn/management/cua.htm>)
- c. **Other:** The holder will be required to pay all applicable fees for additional activities or permits (backcountry permits, campground fees, permits, etc.).

28. Camping:

Front country camping: Commercial CUA holders are prohibited from using more than one campsite at any one time on any given night.

- Commercial groups with a minimum of 7 individuals, including all staff members, must use designated Large Group Sites in Sage Loop.
- 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 prohibited.
- Advance reservations required: <https://www.recreation.gov/> or 1-877-444-6777.
- All reservations must be made with the company's name or owners' name. Reservations must not be made in multiple users names.
- Confirmation number must be presented when checking in. (no exceptions)
- CUA holders will not receive refunds due to cancellations.
- "No Shows" for CUA holders are prohibited.
- Large Group sites are limited to three (3) vehicles total, including trailers.
- Family sites are limited to two (2) vehicles total, including trailers.
- Camping regulations prohibit more than 7 consecutive nights in the Grand Canyon National Park campgrounds.
- CUA holders are limited to 30 user nights per year in the Grand Canyon National Park campgrounds.
- CUA holders and their customers must follow all rules and regulations of the campground. Please check with the Campground Rangers for more information.

Backcountry camping: Backpacking CUA holders must have a valid backcountry permit for the trip dates.

- 29. Employee Firearm Possession:** On-duty employees of the holder may not possess or use weapons or firearms. 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.
- 30. Commercial Tour Operator Responsibilities:** The Company that packaged, priced, and sold the tour is responsible for obtaining a Commercial Tour CUA. In the event of a violation or infraction, responsibility and liability will generally be placed on the authorization holder, including citations, warnings, and fines, but the National Park Service retains the right to cite, warn or fine guides and/or drivers associated with a commercial tour regardless of which company is the holder. Transportation companies that are hired by a CUA holder also fall under the terms and conditions of the CUA.
- 31. 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 per section 29.)
- 32. Suspension or Revocation of DOT Authority:** If, for any reason, the holder's Department of Transportation authority is placed in any status other than "Active", this authorization is immediately suspended.
- 33. Reporting Accidents:** 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.
- 34. Separated Passengers / Rescues:** The holder is 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 immediately, 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 determine whether a situation warrants employing additional resources.
- 35. Employee and Passenger Safety:** All commercial operators are responsible for the safety of their employees and passengers at the time of entry to the park. This requires that all employees (drivers and tour guides) and passengers must remain inside of their vehicle at the time of entry and the park entrance fee transaction be performed through the driver window. No employees or passengers will be allowed outside of the vehicle in the entrance lane of traffic. Visit: <https://www.nps.gov/grca/planyourvisit/safety.htm> for more information on park safety. Additionally, CUA holders are responsible for reasonably ensuring the safety of their clients at all times.
- 36. Company Identification:** Guides/Tour leaders must visibly identify the company they work for through a shirt and/or hat, at a minimum. The company name must be visible at least twenty feet away. If wearing multiple logos, the CUA holder's name must be the predominant logo. Small items such as pins, name tags, and accessory stickers are not acceptable minimum identification items.
- 37. 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 safety, experience, enjoyment, and protection of visitors and public land.
- 38. Wildlife:**
- Calling, clicking, whistling or making noises of any kind to attract wildlife is illegal.

- Harassing or feeding any kind of wildlife is illegal.
- Do not approach wildlife or provide water to wildlife. View all wildlife such as elk, deer, bison or big horn sheep from at least 100 feet (30 m).
- **Stopping in the road or along the shoulder to view wildlife is prohibited.**
- More information is available at: https://www.nps.gov/grca/learn/nature/wildlife_alert.htm

39. Archeological Sites: Holder 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. Hurst Tank is not authorized under this permit.

40. Annual and Monthly Reports: By January 30 of each partial or full calendar year of operation under this authorization, the holder will be responsible for submitting an annual report (Exhibit B) which summarizes total in-park visitor use, including gross revenues for the reporting period.

41. 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. This CUA does not authorize priority use of park areas. The holder is prohibited from blocking access or impeding the flow of traffic along any roads, trails, walkways, greenways, or any National Park Service (NPS) or concessioner facilities.

42. 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. The NPS Commercial Services Office will receive a notice 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.

CONDITIONS OF SPECIFIED USES BACKPACKING

43. Sub-Contracting: CUA holders may not enter into agreements with an entity that advertises, books, and/or sells trips to provide the services arranged by the other entity. An entity that advertises, books, and/or otherwise sells trips to Grand Canyon for day hiking or backpacking must obtain its own CUA and must itself provide the services sold to visitors.

- 44. Authorized Locations:** The holder is authorized to use the following described lands or facilities within Grand Canyon National Park.
- Commercial guided hiking will be on established trails only (as outlined in Condition #44).
 - All guided hiking trips will incorporate Grand Canyon NP safe hiking/Hike Smart guidelines.
 - Phantom Ranch use is not authorized under Day Hiking CUA.
 - Shoshone Point - Bicycling, hiking or driving on Shoshone Point Road is prohibited.
- 45. Authorized Locations for Guided Backcountry Hiking:** Backcountry Permits for below-the-rim commercial guided hiking may be requested for the following trails:
- Corridor Trails: The North Kaibab, South Kaibab, Bright Angel, Plateau Point, and River Trails.
 - Threshold Trails: Hermit, Clear Creek, Thunder River, and Grandview Trails.
 - Primitive Trails: South Bass, Tonto (South Bass to Hance Rapid), Boucher, South Canyon, Hance, Tanner, Beamer, Escalante Route, Nankoweap, North Bass, Deer Creek, Kanab Creek, and river attraction site trails.
 - CUA use is not permitted on inner-canyon Routes and in Wild areas not cited above. See the attachment and map, *CUA Guided Hiking Backcountry Locations*, for more details.
- 46. Rim-to-River-to-Rim day hikes are prohibited.**
- Commercial day hikes will not be advertised as endurance events. The holder is responsible for organizing and providing reasonable and appropriate hikes for their clients' abilities.
- 47. Portering:** Non-Embedded Portering is a separate service not authorized in the Backpacking or Day Hiking CUA. A porter is defined as an employee of the CUA holder who is not the designated guide/trip leader, whose role is to carry and/or set-up gear on behalf of others. Non-Embedded Porters, which are not part of the overnight backpacking permit group, are not authorized. An Embedded Porter is an employee of the CUA holder that travels with the group and may carry items for guests, set up and/or take down equipment, and may cook and/or clean. Embedded porters are allowed as long as they are included in the overall group size for the backpacking permit. CUA holders may only obtain a large group permit if they have a minimum of 5 Verifiable Clients. The Day Hiking CUA does not authorize separate day porter services. Trips may not separate for the purpose of securing campsites ahead of other groups.
- 48. 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.
- 49. 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. New or updated guide information must be submitted to Commercial Services office before guide is authorized to operate in the park. Notification must be provided if guides leave holder's company within the span of the CUA.
- 50. 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, CPR, and Food Handling Certification must be submitted with Staff Registration Form. See last bullet point in condition for Food Handling requirements.

- 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.
- 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.
- At least one guide on each excursion will be a certified food handler and will be responsible for overseeing the storage, preparation, and serving of food. All guides are encouraged to become certified food handlers. More information is available at: [Public Health Information](#)

51. Guide-to-client Ratios: All CUA hikes must maintain a ratio of no fewer than 1 guide for 1-7 clients or 2 guides for 8-9 clients. Larger trips are not permitted; the maximum number of guides and clients on a hike can never exceed 11. A staff member participating on a hike in a training capacity may be counted as the second guide to fulfill this guide-to-client ratio requirement.

52. Guide Equipment: 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. At least 2 different water treatment purification methods (primary and back-up) are required due to the inconsistency of reliable water sources in the canyon

53. Client Equipment: A group size first aid kit will be carried by each group. 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 sunblock. 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.

- Dark Sky responsible portable light use, specifically that when stationary or in a campground portable light use should be:
 - 1) Used in red lamp mode
 - 2) If red lamp mode is not available, on the lowest illumination setting available
 - 3) Held whenever possible by hand or around the neck and not around the head

54. 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 photocopied) 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.

55. Public Health: Human Waste – 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 small shovel, toilet 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.

56. Waste Management: All trash must be packed out of the corridor/backcountry and disposed of in an appropriate waste container.

- 57. Cigarette Smoking:** Smoking on trails is highly discouraged. Smoking is not allowed within 100 feet of Bright Angel, Indian Garden, and Cottonwood Campground. Smoking is also prohibited within 25 feet of Ranger Stations and Water Utility buildings. 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.
- 58. Food:** When not being prepared or consumed. All food and food scented items with the backcountry must be secured in containers that prevent access by wildlife. In the corridor campgrounds, all food, toiletries (i.e. toothpaste, deodorant, etc) and disposable plastic (i.e. plastic bags, wrappers, etc.) must be stored and secured at all times in the provided food storage boxes. 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. Follow Leave No Trace principles. Guides are responsible for ensuring clients are educated to, and comply with, the food, toiletries, and plastic storage requirements.
- 59. 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.
- 60. Rock Climbing:** Technical rock climbing is prohibited.
- 61. Backpacking Side Trips:** 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.
- 62. 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.
- 63. 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.
- 64. Most Recent Form -** To request a commercial overnight itinerary, operators are required to use the most recent version of the Backcountry Permit Request Form and Verifiable Client List Form available at: [Backcountry Information Center Required Forms \(http://www.nps.gov/grca/planyourvisit/upload/CUA_permit_request.pdf\)](http://www.nps.gov/grca/planyourvisit/upload/CUA_permit_request.pdf).
- 65. Verifiable Client:** A verifiable client is a client who is listed and submitted with the Verifiable Client List form who is contactable by Grand Canyon National Park via phone, email or mail and who confirms a nexus with the company, dates and use area requested. Occasionally Grand Canyon may verify group size, group association, zip code or other information. Additional Requirements:
- 1. Minimum Clients:** Companies need a minimum of 1 verifiable client to reserve a small camp site and at least 5 verifiable clients and 2 guides to reserve a large camp site.
 - 2. Clear Intent:** General information inquiries do not equal verifiable clients. If an individual contacts a guide company but does not expressly direct the company to request a backcountry permit for a specific campground or use area on specific date(s), then using their information on the client list makes the application invalid and a violation of the CUA.
 - 3. CUA Signature:** Verifiable Client Lists will not be accepted without signature by company

representative.

4. **Backup Documentation:** It is highly recommended that a written record be kept that documents communication with the client. This can be in the form of an email or if necessary, it can be notes from a telephone conversation. All communication should reference a date and the name of the company representative that spoke with the client. Information must be legible, specific and detailed enough to stand on its own without explanation.

5. **No Subdividing:** Subdividing groups, itineraries or a range of dates so that a single request becomes multiple requests in order to increase odds of obtaining a permit is not allowed.

6. **Non-transferable:** Permits (reservations) are non-transferable. Itineraries reserved as noncommercial cannot be amended at a later date to be commercial in nature.

Changes to Verifiable Clients: CUAs need to submit to the Backcountry Information Center (BIC) an updated Verifiable Client List when the verified clients for particular trips changes. When a client cancels, the updated Verifiable Client Form must be submitted to the BIC within 72 hours. If no Verifiable Clients remain for a particular permit, the BIC must be notified within 72 hours and the permit cancelled.

66. Transferring of Permits: The re-selling or transferring of backpacking 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.

67. Phantom Ranch: Holder must inform Xanterra that trip is commercial when making reservations. Commercial trip itineraries must be emailed to Commercial Services at GRCA_Permits_Mail@nps.gov a minimum of 2 weeks prior to trip. Itineraries reserved as noncommercial cannot be amended at a later date to be commercial in nature. Guides must sign-in at the Phantom Ranger Station.

Digital signatures must include an auto-generated time/date stamp

Authorization Holder Signature

Date