Form 10-115
Rev. 03/23/2016

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Grand Canyon National Park
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 Equipment Rental/Delivery**	**Permit Number: CUA GRCA 5600 _ _ _ _** **(Official Use Only)**
2. Authorization Holder Information (Fill in information below. Please type.)	Authorization: Begins: _____ **(Official Use Only)**
↓CONTACT NAME (Owner or Authorized Agent)	Authorization Expires: December 31, 2017
↓ORGANIZATION/COMPANY	↓EMAIL ADDRESS
↓MAILING ADDRESS	↓US DOT #
↓CITY ↓STATE ↓ZIPCODE	↓TELEPHONE NUMBER ↓ FAX NUMBER

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): **Lees Ferry and Lake Mead.**

4. Summary of authorized activity: (see attached sheets for additional information and conditions)

The holder is authorized to conduct delivery service of rental equipment to Lees Ferry and pickup at Lake Mead for authorized river runners. This service shall commence outside, and not within, the boundaries of 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

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

Application Fee: ☒ Required ☐Not Required Amount $300.00_____

7. Insurance:

Liability: ☒Required ☐Not Required Coverage Amount $300,000_____

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.

(*This authorization is not valid until signed by the Superintendent or authorized agent thereof).

8. SIGNATURES

Authorization Holder: _____ _____ _____

Signature Title Date

Authorizing NPS Official: _____

Signature Chief of Commercial Services for Superintendent Date

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P.O. Box 129
Grand Canyon, AZ, 86023

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.

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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
COMMERCIAL EQUIPMENT RENTAL/DELIVERY

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. The holder and all participants authorized herein, shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

2. **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.

3. **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 there from: 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.

4. **Assignment** – This authorization may not be transferred, extended or assigned under any circumstances.

5. **Revocation** – This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. **False Information** – The holder is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [Re 36 CFR 2.32. (4)].

7. **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 holders'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.

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8. **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.

9. **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 commercial use 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.

10. **Permits/Licenses –** The holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws, regulations, traffic regulations, and vehicle operation requirements including obeying traffic control device and coming to a FULL stop before crossing any railroad tracks.

11. **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).

12. **Insurance** – The holder shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the holder, his employees, subcontractors or agents under this authorization.

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 ($300,000.00).

Automobile Liability – The holder shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits specified by the State of Arizona and shall carry proof of vehicle registration and automotive liability insurance at all times while operating within Grand Canyon National Park. Currently, minimum statutory commercial automobile liability insurance limits are as follows.

Vehicle Capacity	Minimum Limits
Vehicles with seating capacity of 16 or more persons	$ 5 million plus $300,000 uninsured motorist coverage
Vehicles with seating capacity of 7 – 15 persons, inclusive	$1.5 million plus $300,000 uninsured motorist coverage

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Vehicles with seating capacity of 6 or fewer persons	$300,000 plus $300,000 uninsured motorist coverage

Liability Insurance Lapse or Cancellation – Upon notification that the holder's 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.

13. **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. Bike use in wilderness areas is prohibited (36 CFR 4.30 (d)1).

14. **<u>Approved Locations</u> – The holder is authorized to use the following described lands or facilities within Grand Canyon National Park.**

Delivery service of rental equipment to Lee's Ferry and pick up of same at Lake Mead for authorized river runners. This service shall commence outside, and not within, the boundaries of Grand Canyon National Park.

ALL LOCATIONS IN THE PARK NOT SPECIFICALLY IDENTIFIED HEREIN AS AUTHORIZED FOR USE ARE, BY THEIR OMISSION, UNAUTHORIZED FOR USE PURSUANT TO THIS AUTHORIZATION.

15. **Idling**– Commercial vehicles are **only allowed** to idle while actively loading and unloading passengers (passengers are physically getting on or off the bus). All operators must turn off vehicle engines at all times when parked or when not actively loading or unloading passengers.

16. **Fees –** The holder will be required to pay all applicable park fees (backcountry permits, camping permits, etc.). A non-refundable fee of $300 for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees are required at Entrance Stations.

17. **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.

18. **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 report 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.

19. **Rescues** – Lost or runaway 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. Holder shall assume full rescue expenses incurred by any member of their organized trip.

20. **Guide/Trip Leader Standards/Qualifications** – The following minimum qualifications must be met by each guide/trip leader operating within Grand Canyon National Park:
    A. Guides/Leaders must be at least 18 years of age and physically fit.
    B. Guides/Leaders must be trained in basic safety and resource protection, park rules and regulations, and in the requirements of the CUA and attachments.

21. **Client Equipment** – Holder will check equipment to ensure its serviceability. Unsafe equipment will not be used.

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22. **Orientations** – The trip leader must provide an orientation to trip participants about basic hiking etiquette when passing other hikers or mules, park rules and regulations, safety procedures, resource protection information, litter, human waste, personal safety, and emergencies. The trip leader is responsible for ensuring that the group does not get separated. Each participant should be supplied with a map (may be 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.

23. **Waste Management** – ALL trash must be packed out of the corridor/backcountry and disposed of in an appropriate waste container.

24. **Human 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/leaders should provide a shovel, paper, and zip-lock bags, and instruct their clients to dig a hole six inches deep and to carry out their used paper.

25. **Fires** – Open wood and ground fires are prohibited.

26. **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.** Trip leaders/guides will ensure that cigarette butts are disposed of properly.

27. **Food** – All food scraps (fruit peels, nut shells, etc.) are considered trash and must be carried out. It is a violation to fee the wildlife, including squirrels. Practice Leave No Trace (LNT) ethics.

28. **Personal Consumption of Wild Edibles** – Collection of fruits, nuts, berries, edible plants, or plant parts for personal consumption is permitted.

29. **Rock Climbing** – Technical rock climbing is prohibited.

30. **Employee/agent responsibility** – The holder and all participants authorized herein must comply with all of the conditions of this authorization including all exhibits or amendments or written directions of the Park Superintendent. The holder shall insure that all employees and customers (Tour Group Company/Guides) entering the Park are informed of all "Special Conditions" of this authorization. (The holder may be cited for any authorization violations committed by their employee and/or agent.)

31. **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.

32. **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 (Exhibit B) which summarizes total in-park visitor use, including gross revenues for the reporting period

33. **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 a 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

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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 Concessions Office. The Concessions 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 Concessions 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

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