

**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 RIVER EQUIPMENT RENTAL
& DELIVERY**

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

Auth Date/Time:

2. Authorization Holder Information:

Expiration Date/Time: December 31, 2021

Business Name (Including all DBA names):

Name of Area: GRAND CANYON NATIONAL PARK

Contact Name:

Address:

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):

Lees Ferry and Lake Mead.

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

Commercial delivery service of rental equipment to Lees Ferry and pickup at Pearce Ferry 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 PEPC NUMBER:

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

Application Fee: Required Amount \$300.00 Received _____

Market Price: Required Amount Determined with Annual Report

7. Insurance:

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

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: _____ Permit Coordinator _____
(additional if required) Signature Title Date

Authorizing NPS Official: _____ Chief of Commercial Services _____
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.

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.

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. 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.

22. 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.

23. 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.

24. 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.

25. 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 park's dump stations.

26. 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).

27. Liability Insurance Lapse or Cancellation: If 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.

28. Fees:

Park Entrance Fees: Commercial entrance fees are required at Entrance Stations. Payment of commercial entrance fees will be the responsibility of the holder. Refer to the following website for more information: (https://www.nps.gov/grca/planyourvisit/com_tour_fees.htm)

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: [Grand Canyon Commercial Use Authorization Information](https://www.nps.gov/grca/learn/management/cua.htm). (<https://www.nps.gov/grca/learn/management/cua.htm>)

The holder will be required to pay all applicable fees for additional activities (backcountry permits, camp ground fees, permits, etc.).

29. Camping: is prohibited under this permit

30. 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.

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.

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 will be immediately suspended.

33. Reporting Accidents: All motor vehicle accidents resulting in injury, death, 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. Employee and Passenger Safety: All commercial operators are responsible for the safety of their employees and passengers at all times while in the park. References for visiting the park safely are available online at: <https://www.nps.gov/grca/planyourvisit/safety.htm>.

35. Company Identification: Drivers/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.

36. 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.

37. 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 wild life 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

38. Archeological Sites: is prohibited under this permit

39. 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.

**CONDITIONS OF SPECIFIED USES
EQUIPMENT RENTAL/DELIVERY**

40. Approved Locations – 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 Pearce Ferry 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.

41. Guide/Trip Leader Standards/Qualifications – The following minimum qualifications must be met by each guide/trip leader operating within Grand Canyon National Park:

- Guides/Leaders must be at least 18 years of age and physically fit.
- Guides/Leaders must be trained in basic safety and resource protection, park rules and regulations, and in the requirements of the CUA and attachments.

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

43. 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.

44. 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.

45. **Fires** – Open wood and ground fires are prohibited.
46. **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.
47. **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) principles.
48. **Personal Consumption of Wild Edibles** – Collection of fruits, nuts, berries, edible plants, or plant parts for personal consumption is permitted.
49. **General Liability** – The holder shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).
50. **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 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.

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

Authorization Holder Signature

Date