



## CONDITIONS OF THIS AUTHORIZATION

1. The CUA 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 CUA Holder shall exercise this privilege subject to the supervision of the park area Superintendent. The CUA Holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The CUA 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. The CUA 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. The CUA 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 CUA 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 CUA 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 CUA Holder shall not construct any structures, fixtures or improvements in the park area. The CUA Holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The CUA 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 CUA 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 CUA 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 PHOTOGRAPHY & ART WORKSHOP**

**All pages of this authorization must be carried and available for inspection by the CUA 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.**

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

13. Permits/Licenses – The CUA 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.

14. Business Operations - This authorization does not authorize the CUA 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 services 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.

15. Damages – The CUA Holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the CUA Holder is authorized on the land described in this authorization.

16. Health and Sanitation – The CUA Holder will comply with applicable public health and sanitation standards and codes. The CUA Holder or its' employees are not authorized to use the park's dump stations. The CUA Holder is responsible for the removal of all trash associated with the CUA 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.

17. Nonexclusive Authorization – The CUA 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 CUA Holder a preferential or exclusive right to conduct business in any NPS administered area.

18. Equal Employment Opportunity/Nondiscrimination - The CUA 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).

19. Insurance – The CUA 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 CUA Holder shall provide the Superintendent a Certificate of Insurance at the inception of this authorization and annually thereafter naming the United States of America as additionally insured and a certificate holder, and shall provide the Superintendent thirty (30) days written notice of any material change in the CUA Holder's insurance program hereunder.

General Liability – The CUA Holder shall obtain general liability insurance in at least the amount of one million dollars.

20. Liability Insurance Lapse or Cancellation – Upon notification that the CUA 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.

21. Commercial Transportation Responsibilities – All commercial transportation operations are responsible for obtaining applicable authorizations including a Commercial Tour Commercial Use Authorization. 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 park service retains the right to cite, warn or fine the tour operator or authorization holder as needed.

22. 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.

23. Employee Firearm Possession – CUA 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.

24. Backcountry Camping- is only allowed under a Backpacking Commercial Use Authorization. Backpacking CUA Holders must have a valid backcountry permit for the trip dates.

25. 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.recreation.gov> or 1-877-444-6777. Confirmation number must be presented when checking in. Group sites are limited to three (3) vehicles total, including trailers.

26. Fees – The CUA Holder will be required to pay all applicable park fees (backcountry permits, camping permits, etc.). A non-refundable fee of 175.00 for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees are required at Entrance Stations

27. Harassment - Harassment of and/or threats to park visitors or any National Park Service employee by the CUA Holder or their clients may result in the suspension and/or revocation of this authorization.

28. 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.

### 29. **Approved Locations for Photography and Art Workshops**

The CUA holder must submit an itinerary of proposed locations with application to be reviewed and approved by Commercial Services office. Any changes or updates to itineraries must be submitted to Commercial Services office a minimum of six weeks prior to trips for approval.

The CUA holder is prohibited from operating either on or off trail below the rim of Grand Canyon National Park.

The CUA holder is prohibited from providing services within any area designated closed in the Superintendent's compendium.

The CUA holder is prohibited from operating at any cultural sites, archeological sites, or cave and mining openings.

The CUA holder is prohibited from operating in areas that may cause damage to vegetation.

The CUA holder is authorized to operate at the South Rim and North Rim of Grand Canyon National Park.

The CUA holder is prohibited from providing any services in the Tuweep area of Grand Canyon National Park.

Photography and art workshops are prohibited from using Shoshone Point, Mather Point, Grandview Point, and Bright Angel Point.

All other locations are subject to approval by Commercial Services office.

### 30. **Approved Equipment and Activities for Photography and Art Workshops-**

The use of models, sets, props, and/or product placement with the intent to advertise a product or service is prohibited under a CUA.

*Model* is defined as a person or object that serves as the subject for commercial filming or still photography for the purpose of promoting the sale or use of a product or service. Models include, but are not limited to, individuals, animals, or inanimate objects, such as vehicles, boats, articles of clothing, and food and beverage products, placed on agency lands so that they may be filmed or photographed to promote the sale or use of a product or service. For the purposes of this part, portrait subjects such as wedding parties and high school graduates are not considered models, if the image will not be used to promote or sell a product or service.

The CUA Holder and their clients are prohibited from using backdrops, generators, free standing or detached flash systems. All other equipment is subject to approval by Commercial Services office.

The use of public address systems, sound amplification equipment, and/or motorized equipment is prohibited under this permit.

The use of tripods or easels is limited to a total of eight at any one instruction site at any given time.

Easels must be self-contained. Do not set tools on rim walls or ledges.

No equipment may be attached to vegetation, rocks, structures, or facilities.

Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby. Wildlife captured elsewhere will not be allowed in any photographs or artwork whether trained or not. Feeding of wildlife is prohibited and a distance of 25 yards should be maintained from elk or deer. Do not approach wildlife.

Road based filming and car mounted cameras are prohibited.

Group size is limited to 15 individuals including instructors at one instruction/workshop site at a time. If a group disperses a guide or instructor must accompany each dispersed group.

31. **Park Facilities** - The CUA Holder is prohibited from providing any services inside an NPS or concessioner facility without written consent from the applicable entity.

32. **Access** - This authorization does not convey priority or exclusive use of park areas.

The CUA Holder is prohibited from blocking access or impeding the flow of traffic along any trails, walkways, greenways, roads, or any NPS or concessioner facilities.

The use herein authorized shall in no way interfere with the normal visitor activities and/or negatively impact park resources or visitor's experience.

The CUA Holder will advise clients to stay on trails, walk single file, and allow the public to pass.

This CUA does not authorize vehicle access to gated areas including Yaki Point or South Kaibab Trailhead. From March 1 – November 30, the permittee is not authorized to drive on Hermit Road.

**33. National Park Service Tours-** Photography and art workshops are allowed as long as no NPS guided tour is taking place or is scheduled to begin within 15 minutes in the area. Commercial clientele are encouraged to join any NPS guided tour offered during their visit.

**34. 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 for their safety.

**35. Archeological Sites** – CUA 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.

**36. Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Dispatch as soon as possible at 928-638-7805. [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.

**37. 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.

**38. Employee/agent responsibility** – The CUA Holder shall ensure that all company employees entering the park are informed of all of the conditions of this authorization. (The CUA Holder may be cited for any authorization violations committed by their employee and/or agent).

**39. 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.

**40. Annual and Monthly Reports** – Within 30 days after December 31 of each partial or full calendar year of operation under this authorization, the CUA 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. 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 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 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.

[Redacted]

Authorization Holder

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Date

