

Form 10-114 (CUA) UNITED STATES DEPARTMENT OF THE INTERIOR  
 Rev. 1/2004 National Park Service  
 GRAND CANYON NATIONAL PARK  
 COMMERCIAL USE AUTHORIZATION

**1. Permittee**  
 Name \_\_\_\_\_

Park Alpha Code: **GRCA**  
 Type of Use: **Tuweep Commercial Transportation**

Organization \_\_\_\_\_

Authorization # **CUA GRCA 5600** \_ \_ \_ \_

Address \_\_\_\_\_

Date Authorization \_\_\_\_\_

Approved: \_\_\_\_\_

Reviewed: \_\_\_\_\_

Expires: **06/30/2014**

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

US DOT # \_\_\_\_\_

2. The permittee is hereby authorized to use the following described land or facilities in the above named area:  
**Areas within Grand Canyon National Park open to the general public and designated by the attached permit conditions.** *The area must be restored to its original condition at the end of the authorization.*

3. The authorization begins at 12:01 (A.M.) on \_\_\_\_\_ (Month/Day/Year).

4. The authorization expires at 11:59 (P.M.) on June 30, 2014 (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)  
**Providing commercial motor vehicle transportation to the Tuweep Area of Grand Canyon National Park.**

**XX 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 permittee 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.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED  EA/FONSI  EIS  OTHER APPROVED PLANS

8. APPLICATION FEE: Received  Not Required  Amount \_\_\_\_\_

9. LIABILITY INSURANCE: Required  Not Required  Amount \_\_\_\_\_

10. COST RECOVERY: Required  Not Required  Amount \$375.00

11. FACILITY USE FEE: Required  Not Required  Amount \_\_\_\_\_

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

12. Signatures

Authorization: \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Name and Title \_\_\_\_\_ Date \_\_\_\_\_

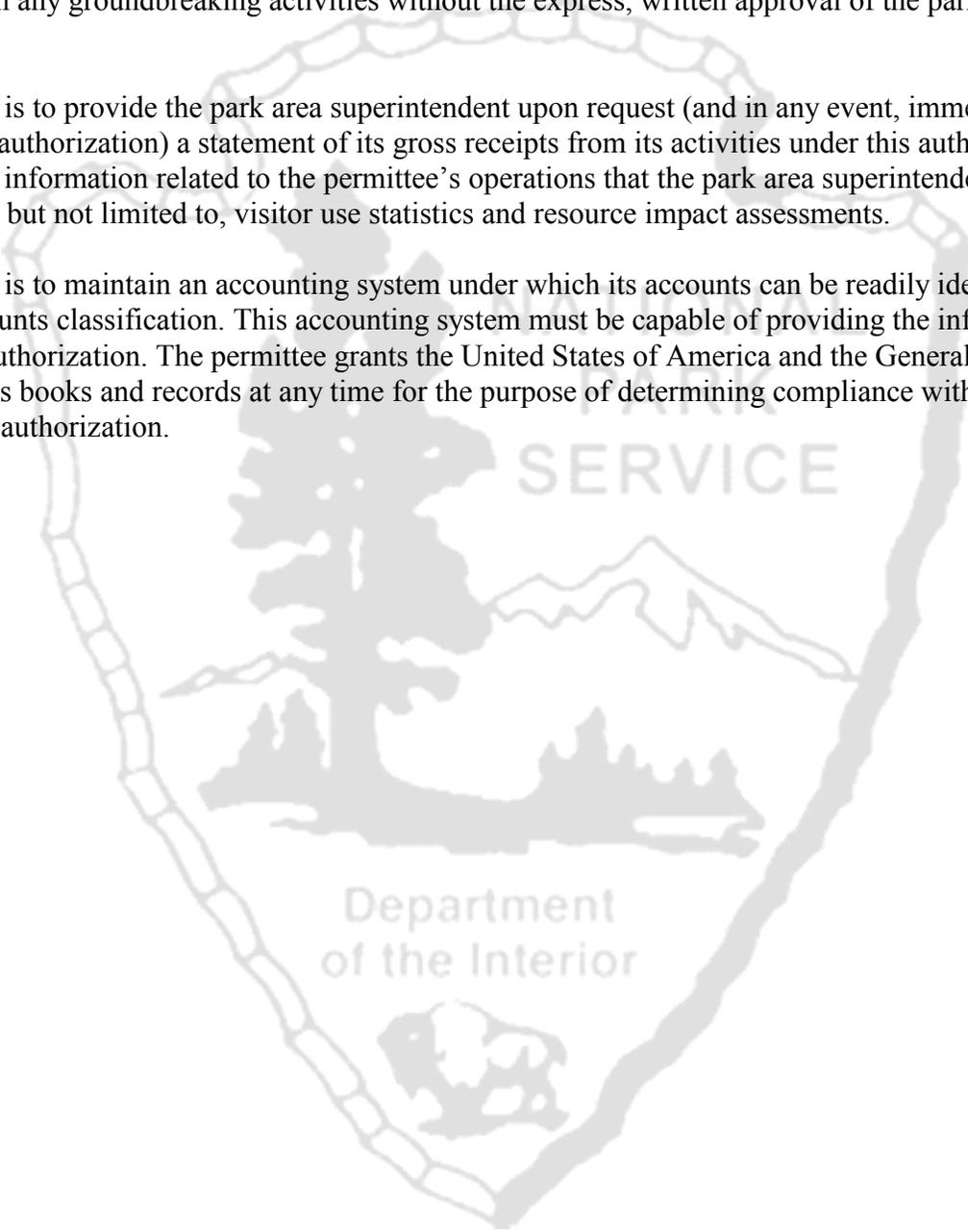
Authorizing NPS Official: \_\_\_\_\_  
 Signature (for) \_\_\_\_\_ Superintendent Grand Canyon National Park \_\_\_\_\_ Date \_\_\_\_\_

## CONDITIONS OF THIS AUTHORIZATION

Failure to comply with any of the following conditions or special park conditions could result in warnings, citations or revocation of your Commercial Use Authorization.

1. The permittee 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)]. The permittee will comply with any special instructions received from the Superintendent, and/or representative thereof, concerning activities within Grand Canyon National Park.
2. The permittee shall exercise this privilege subject to the supervision of the park area superintendent. The permittee shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The permittee 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 (permittee), 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 (permittee) in connection herewith, and the (permittee) 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 permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$(See page 4, Condition 7 of this authorization) and underwritten by a United States company naming the United States of America (United States Government, National Park Service, Grand Canyon National Park, PO Box 129, Grand Canyon, Arizona 86023) as additional insured. The permittee agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost 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 permittee. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the permittee 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 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.
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 permittee 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 permittee shall not construct any structures, fixtures or improvements in the park area. The permittee shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
11. The permittee 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 permittee's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The permittee 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 permittee grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.



**APPENDIX  
SPECIAL PARK CONDITIONS**

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

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS PERMIT. **All pages of this permit must be carried with the permittee or its employees at all times when operating within Grand Canyon National Park. Failure to carry all pages is a violation of terms and conditions of this permit.**

1. **Permits/Licenses** – The permittee 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 and regulations. Vehicle and/or license inspections may occur at any time and may or may not be advertised prior to the event.
2. **Business Operations** - This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Permit is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Damages** – The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
4. **Health and Sanitation** – The permittee will comply with applicable public health and sanitation standards and codes. The permittee is not authorized to use the dump station. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 928-638-7355. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
5. **Nonexclusive Authorization** – The permittee 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 permittee a preferential or exclusive right to conduct business in any NPS administered area.
6. **Equal Employment Opportunity/Nondiscrimination** - The permittee 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.
7. **Insurance** – The permittee 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 permit. 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 permittee shall provide the Superintendent a Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the permittee's insurance program hereunder.

**General Liability** – The permittee shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).

**Automobile Liability** – The permittee shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits specified by the State of Arizona. Currently, minimum statutory commercial automobile liability insurance limits are as follows.

| Vehicle Capacity  | Minimum Limits |
|---|----------------|
| Vehicles with seating capacity of 7 – 15 persons, inclusive | \$750,000      |
| Vehicles with seating capacity of 6 or fewer persons        | \$300,000      |

- 8. **Liability Insurance Lapse or Cancellation** – Upon notification that the permittee’s liability insurance has lapsed or cancelled for any reason, the permit to operate in the park shall be suspended until new insurance is in place.
- 9. **Approved Locations** – **The permittee is authorized to use the following described lands or facilities within 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 PERMIT.

The Toroweap and Monument Point areas located on the North Rim of Grand Canyon National Park. Travel is authorized on roads open to the general public at the time of visit.

- 10. **Area Use** – This permit is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with specific care and protection of the natural soundscape and adjacent proposed wilderness areas. Resource impacts from activities permitted under this permit will be evaluated on a year by year basis through park data collection and NEPA processes. The Permittee shall be liable for any damages to property of the United States resulting from the activities authorized hereunder.
- 11. **Tour/Trip Limits** – The permittee will be limited to two (2) trips per day, Monday through Friday, and one (1) trip per day on Saturdays and Sundays.
- 12. **Tour Size** – Maximum group size is 15, including guides. All groups planning to stay in the group campsite overnight are limited to 11, including guide.
- 13. **Trip Definition** - Each trip is limited to one vehicle with no overlap trips from the same company. The vehicle used for the trip will be limited in size to 15 passengers or less and 22 feet in length or less, including trailer.
- 14. **Conducting Tours** - Permittee must conduct their tours and use facilities in such a manner as to prevent disruption of other’s enjoyment of the area.
- 15. **Employee Firearm Possession** – Permittee’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 permittee with a thorough explanation of the basis of the request. The superintendent’s response to the permittee must be in writing.
- 16. **Mitigation Measures** – Mitigation measures will be established through park data collection and the NEPA process. Permittees will be notified of the mitigation measures they are responsible for undertaking within 45 days of the completion of the NEPA process. The permittee shall take adequate measures, as directed and approved by the Superintendent, to restrict and prevent soil erosion on the lands covered hereby, and shall utilize such lands so as not to contribute to erosion on adjoining lands.

17. **Commercial Vehicle/Tour Registration** – All commercial vehicles/tours **are required** to register their trip, vehicle size, and numbers of passengers at the self-registration stand located at the Tuweep Ranger Station.
18. **Picnic Area Use** - Permittee is authorized to utilize one of the two picnic tables located at the end of the main road at Toroweap Overlook, if available, on a first-come, first-served basis. If a picnic table is unavailable, the permittee is authorized to use the campground day use area.
18. **Off road vehicles** - **Any** use of off-road/ATV/UTV style vehicles or any other vehicle type must be registered for highway use.
19. **Trash** - ALL trash must be packed out and disposed of in an appropriate waste container.
20. **Archeological Sites** – - Permittees must abide by the Grand Canyon National Park Archeological Site Information Disclosure Policy: Commercial Use Authorizations. Under this policy, permittees may disclose the location and lead clients to Class I archeological sites. Permittees may visit Class II archeological sites as long as they do not promote them to their trip participants and only visit them when specifically requested to do so by a trip participant. (Note: all arch sites at Tuweep are off limits as they are all Class III sites.) No visitation allowed.
21. **Annual and Monthly Reports** – Within 30 days after December 31 of each partial or full calendar year of operation under this permit, the permittee will be responsible for submitting an annual report (Exhibit B) which summarizes total in-park visitor use, including gross revenues for the reporting period. The permittee will be responsible for submitting a supplemental report on their monthly Tuweep activity including the trip date, total vehicle capacity, number of actual passengers and guides, and campground usage per day by the 15<sup>th</sup> of each month for the preceding month's activities.
22. **Fees** – The permittee will be required to pay all applicable park fees. A non-refundable fee of \$375.00 for application and administration of the CUA, irrespective of the length of the CUA.
23. **Preauthorized Debit Pay System** – Transportation/tour operators who visit the park more than four (4) times a month, averaged over 12 months, are **REQUIRED** to sign up with the National Park Service and use exclusively the Preauthorized Debit (PAD) pay system. A penalty of \$25 or 10%, whichever is greater, will be imposed for any electronic funds transfer/PAD returned item (e.g., insufficient funds, frozen account, etc.). [Re: USC Title 31, Section 3717]. Permittees shall complete an Authorization Agreement for Preauthorized Debits form (Exhibit D) upon meeting this requirement.
24. **Idling** – Commercial vehicles are **only allowed** to idle while actively loading and unloading passengers (i.e. 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
25. **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] 29.
26. **Employee/agent responsibility** – The permittee shall ensure that all company employees and motor coach operators entering the park are informed of all of the conditions of this permit. (The permittee may be cited for any permit violations committed by their employee and/or agent.
27. **Suspension or Revocation of DOT Authority** – If, for any reason, the permittee's Department of Transportation authority is placed in any status other than "Active", this Permit will be immediately suspended.
28. **Rescues** – Lost or missing clients must be reported to park dispatch as soon as possible and without unnecessary delay, at 928-638-7805. Self-rescue is encouraged in cases where no additional resources are needed. The closet medical facilities are located at St George. The National Park Service retains the authority to make the determination

to employ additional resources when the situation warrants.

29. **Permit Compliance** – The permittee and all participants authorized herein must comply with all of the conditions of this permit, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain a permit 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 permit 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 permittees by the Concessions Office. The Concessions Office will receive a copy of any written warnings or citations issued to permittees and these documents will become part of the permittee'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.

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Date

