



## INSTRUCTIONS COMMERCIAL USE AUTHORIZATION APPLICATION



**Great Smoky Mountains National Park**  
107 Park Headquarters Road  
Gatlinburg, TN 37738  
Concessions CUA Coordinator  
Phone Number: 865-436-1209

**The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.**

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

|  |   |  |   |
|--|---|--|---|
|  | <b>Commercial Road-Based Tours</b>                    |  | <b>Frontcountry Educational Workshops</b>             |
|  | <b>Guide Services: Hiking, Backpacking, Fishing</b>   |  | <b>Backcountry Educational Workshops</b>              |
|  | <b>Wedding Services</b>                               |  | <b>Emergency Road Service and Towing</b>              |
|  | <b>Portrait Photography</b>                           |  | <b>Hiker Shuttle Service</b>                          |
|  | ** Each of these services are defined in Attachment A |  | ** Each of these services are defined in Attachment A |

2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance, if required by law, or if visitors are transported by vehicle/vessel/aircraft within the park, or if vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). Refer to "Attachment B".
10. Provide a description of and registration number of each vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Any changes to policy, registration, or make/model should be reported to the concessions office.
11. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by "Attachment A".
12. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
13. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
14. Include payment of the Application/Administrative Fee (see "Attachment C" – Fee Schedule and Payment Information).
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: List of Approved Services and Required Documentation  
Attachment B: Insurance Requirements  
Attachment C: Fee Schedule and Payment

**Additional Information:** The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

### 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 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.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **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.
5. **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.
6. **Fees:** 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 authorization 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.
7. **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.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **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.
11. **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 park area Superintendent.
12. **Reporting:** 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.
13. **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.

**14. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors. 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.

**15. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to 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. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at [insert phone number 865-436-1209 or by going to the park CUA webpage at <https://www.nps.gov/grsm/getinvolved/dobusinesswithus.htm>

**16. 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.

**17. 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.

**IMPORTANT:** Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above.





### COMMERCIAL USE AUTHORIZATION APPLICATION



**Great Smoky Mountain National Park**  
107 Park Headquarters Road  
Gatlinburg, TN 37738  
Concessions/CUA Coordinator  
Phone Number: 865-436-1209

Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

1. **Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles & support equipment (trailers, generators)]*

- Commercial Road-Based Tours**       **Guide Services: Hiking, Backpacking, Fishing**
- Hiker Shuttle Service**                       **Emergency Road Service and Towing**
- Portrait Photography**                       **Frontcountry Educational Workshops: Photography, Wildlife**
- Wedding Services**                       **Backcountry Educational Workshops: Photography, Wildlife**

2. **Will you be providing this service in more than one park?** Yes  No  *If "Yes", list all parks and services provided.*

3. **Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*

4. **Authorized Agents:** *(Name and title of owner, and any onsite person authorized to manage the operation or service.)*

5. **Mailing Addresses**

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal.*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal.*

*If same as "Primary Contact Information, check here  and go to question 6.*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

6. **What is your Business Type?** *(Please check one below)*

- Sole Proprietor
- Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of names.)*

Name:

Name:

Limited Liability Company:      *(State:                      Entity Number:*

Corporation: *(State:                      Entity Number:*

Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*

7. **State Business License Number:**

**Expiration Date:**

8. **Employer Identification Number (EIN):**

**9. Liability and Vehicle Insurance:**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage; see Park-Specific CUA Insurance Requirements (“Attachment B”). Auto Liability insurance is required, if applicable, in the minimum coverage amounts described below.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

|  |   |
|--|---|
| Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping) | \$500,000                                       |
| <b>Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)</b>                            | <b>Minimum per Occurrence Liability Limits*</b> |
| Up to 6 passengers   | \$1,000,000                                     |
| 7 – 15 passengers  | \$1,500,000                                     |
| 16 – 25 passengers   | \$3,000,000                                     |
| 26+ passengers   | \$5,000,000                                     |

\* Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

**10. Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries?**

Yes  No

If “Yes,” please give a description of each vehicle. Use additional paper, if necessary. All vehicles 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.

| Make/Model of Vehicle | License Number | Year | Max # Passenger Capacity | Own/Rent |
|-----------------------|----------------|------|--------------------------|----------|
|                       |                |      |                          |          |
|                       |                |      |                          |          |
|                       |                |      |                          |          |

| Make of Aircraft | Tail Number | Max # Passenger Capacity | Own/Rent |
|------------------|-------------|--------------------------|----------|
|                  |             |                          |          |
|                  |             |                          |          |
|                  |             |                          |          |

| Make/Model of Vessel | Registration Number or USCG Documentation | Length | Max # Passenger Capacity | Own/Rent |
|----------------------|---|--------|--------------------------|----------|
|                      |   |        |                          |          |
|                      |   |        |                          |          |
|                      |   |        |                          |          |

**11. Employee Licenses and Certifications:**

Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver’s or pilot’s license, fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required by “Attachment A”.

**12. NPS Employment:**

Are you, your spouse, or minor children employed within the National Park Service?

Yes  No  If “Yes”, please provide information below:

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Park and Office Where Employed: \_\_\_\_\_

**13. Violations:** To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes  No  If "Yes", please provide the following information. Attach additional pages, if necessary.

Date of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

**14. Fee:** Please include the Application/Administrative Fee as outlined in Attachment C.

**15. Signature:**

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

*By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.*

Signature

Date

Printed Name

Title

## NOTICES

### Privacy Act Statement

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

### Paperwork Reduction Act Statement

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

### Estimated Burden Statement

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

## SPECIAL PARK CONDITIONS COMMERCIAL USE AUTHORIZATION

These conditions are applicable to all activities or services permitted under this authorization.

1. Certain conditions contained herein are intended to assure that the activities authorized by the National Park Service are conducted with reasonable quality assurance. However, no judgment is made of the quality of the service by the National Park Service and none should be implied in advertising or other statements made to the public by the holder.
2. Permits and Licenses: The holder must obtain all permits or licenses from the state(s) of Tennessee and/or North Carolina or local governments, as applicable to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations. Interstate motorcoach companies are required to obtain both USDOT registration and operating authority registration from the Federal Motor Carrier Safety Administration (FMCSA) before transporting passengers for compensation in interstate commerce.
3. 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 exchanges hands on park lands and no commercial solicitation occurs on park lands.
4. The holder shall pay the United States for any damage resulting from this use which would not reasonable be inherent in the use which the holder is authorized to make of the land described in this authorization.
5. Insurance Requirements for Specific Activities

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 in the amounts of at least:

\$500,000 for Road Based Commercial Tours

Automobile insurance must be included for any CUA holder who transports passengers or uses a vehicle in the performance of the service in the park. Auto insurance must cover all "owned, leased, rented, or hired" vehicles if the CUA holder rents or leases vehicles. The minimum policies must be in the amounts determined by the capacity of the vehicle:

|                    |             |
|--------------------|-------------|
| Up to 6 Passengers | \$1,000,000 |
| 7-15 Passengers    | \$1,500,000 |
| 16-25 Passengers   | \$3,000,000 |
| 26+ Passengers     | \$5,000,000 |

Taxis or shuttle services providers that do not provide tour services are only required to have auto liability insurance. The commercial general liability covers out of vehicle activities and taxis/shuttle services do not provide out of vehicle activities.

Policies must name the United States of America (National Park Service, Great Smoky Mountains National Park, 107 Park Headquarters Road, Gatlinburg, TN 37738) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

6. Copies of any written complaints regarding activities conducted under the authority of this Permit must be provided to the Park within a reasonable period of time after receipt by the holder. Likewise, the Park will provide copies of any written complaints received by it to the holder.
7. The Holder will provide the Park with a copy of any existing company brochure, internet advertising, or other promotional material in which reference is made to the National Park Service or Great Smoky Mountains National Park, or the services provided therein. The Holder will, at the request of the park, make corrections to any promotional material that makes inaccurate or misleading statements regarding the services provided under the terms of this Authorization.
8. The Holder will complete a Commercial Use Authorization Annual Survey form for each year or portion of a year for which the Holder is issued a CUA and submit the completed form to the Concessions Management Specialist no later than March 1 of the following year.
9. POSSESSION OF FIREARMS
  - a. The Holder and any other individuals who are providing services under the terms of this Authorization are prohibited from possessing firearms within the park.
  - b. The Holder will have a written policy regarding the possession of firearms by employees and other individuals providing services under the terms of this Authorization in accordance with A. above. New employees and other individuals operating under this Authorization will be provided with a copy of this policy. The Holder will provide the park with a copy of this policy upon request.



- c. The Holder will be familiar with federal and state laws regarding the possession of firearms and will inform customers of any provisions of these laws that are applicable to the services the Holder provides under this Authorization. Customers who do not comply with these federal and state laws may be denied service by the Holder.
10. Wildlife interactions: Willfully approaching within 50 yards of bear or elk, or within any distance that results in their disturbance or displacement, is prohibited.
  11. Bears. The holder will ensure that its employees and clients are familiar with the park rules and responsibilities of food storage and personal behavior as they relate to all wildlife, particularly bears. The trip leader/guide will report any information about unusual bear activity to the park as soon as is practical after the activity.
  12. Utmost care will be exercised to see that no natural, historic, or cultural features are injured as a result of the transportation or tour group's activities.
  13. The holder shall ensure that all company employees or motor coach operators entering the park are informed of all the conditions of this authorization.
  14. Proof of permit approval must be carried with the holder and their employees when operating in the park. A copy of the cover page and signature page is acceptable and must be presented to any park employee on request.
  15. The holder, its agents, and/or motor coach operators are required 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.
  16. The holder is not authorized to use park dump stations. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the park Concessions Office at 865-436-1209 for reporting to the NPS Southeast Region's Public Health Consultant.
  17. Buses and vans longer than 25 feet are prohibited on the following park roads:
    - Chimneys Picnic Area
    - Elkmont Road above the campground
    - Balsam Mountain Road
    - Little Greenbrier
    - Parson Branch Road
    - Rich Mountain Road
    - Roaring Fork Motor Nature Trail
    - Toms Branch Road
    - Twin Creeks
    - Wear Gap Road from the park boundary to and including the Metcalf Bridge
    - Greenbrier Road from the Ranger Station south
  18. Commercial transportation vehicles longer than 25 feet must park in areas designated for oversized parking at park visitor centers.
  19. Commercial vehicles under 25 feet are allowed in all locations in which the general public are permitted to drive and park.
  20. All vehicles associated with the transportation service must park in established parking lots or roadside pull outs and not obstruct the normal flow of traffic on roadways or in parking areas. On roadways such as Cades Cove Loop Road, small parking near historic buildings are generally not adequate for buses or other large vehicles.
  21. All vehicles associated with the transportation service are prohibited from idling. Drivers must turn off vehicle engines when parked or when not actively loading or unloading passengers.
  22. Front Country Camping: Commercial groups may reserve individual campsites or group campsites but must abide by the all rules and regulations pertaining to the campgrounds. For a complete list of rules and regulations visit <https://www.nps.gov/grsm/planyourvisit/campregs.htm> .
  23. Each tour group must have at least one person identified as the group leader.
  24. Group sizes should not exceed what is practical for each group leader to instruct and manage while touring and stopping in the park.

25. Group leaders are encouraged to possess:
  - a. American Red Cross Standard First Aid Certificate (or equivalent).
  - b. Adult CPR Certification.
  - c. Training in basic park safety, resource protection, park rules and regulations, and in the requirements of CUA conditions.
26. An appropriate group size first aid kit will be carried by each group leader.
27. The group or trip leader will ensure that all members of the group have adequate food, water, and clothing for the proposed itinerary.
28. Group leaders must provide an orientation to clients on the proposed itinerary for the day, park rules and regulations, Leave No Trace ethics, safe behavior in bear country, and what to do in the case of an emergency or separation from group. Leaders are encouraged to incorporate other educational programming related to park resource and values and Great Smoky Mountains National Park's vast human history, flora, fauna, and wilderness characteristics. The holder is responsible for verifying the accuracy of any information provided to clients and assuring that the holder's employees are qualified to conduct educational activities.
29. Frontcountry tour groups are only permitted on the following trails under a Commercial Road-Based Tour CUA:
  - Cataract Falls Trail
  - Clingmans Dome Trail
  - Deep Creek Trail (from trailhead to junction with Indian Creek Trail)
  - Fighting Creek Nature Trail
  - Gatlinburg Trail
  - Oconaluftee River Trail
  - Sugarlands Valley Trail (accessible)
  - Trails leading to historic structures around the Cades Cove Loop Road
  - Within ¼ mile of the trailhead on any designated park trail

**ATTACHMENT A**

Authorized Services & Required Licenses, Registrations and Training Certificates

| AUTHORIZED COMMERCIAL SERVICE   | REQUIRED DOCUMENTATION   |
|---|--|
| <p><b>Commercial Road-Based Tours:</b> Defined as one or more persons traveling by improved roadway on an itinerary that is packaged, priced or sold for leisure/recreational purposes and provides <b>no other services</b> except those incidental to road-based travel in a NPS area (on-board interpretation and incidental stops at visitor centers, wayside exhibits, etc.). Tour groups are only permitted on a few designated short trails listed under special conditions of permit.</p> | <p>Proof of Insurance(s):<br/>General<br/>Automotive</p>   |
| <p><b>Guide Services: Hiking, Backpacking, Fishing:</b> Defined as one or more persons travelling on an itinerary that has been packaged, priced or sold for leisure/recreational purposes and takes place along waterways (fishing), roadways (biking) or in the backcountry more than ¼ mile from the nearest trailhead (hiking/backpacking).</p>   | <p>Proof of Insurance (s):<br/>General<br/>Automotive<br/>Guide Registration Form<br/>Proof of CPR Training<br/>Proof of First Aid Certification</p> |
| <p><b>Frontcountry Educational Workshops: Photography, Wildlife:</b> Defined as one or more persons travelling on an itinerary that has been packaged, priced or sold for educational/recreational purposes and takes place along the overlooks, historic areas, roadways, or within ¼ mile of the trailhead on any designated trail.</p>   | <p>Proof of Insurance(s):<br/>General<br/>Automotive</p>   |
| <p><b>Backcountry Educational Workshops: Photography, Wildlife:</b> Defined as one or more persons travelling on an itinerary that has been packaged, priced or sold for educational/recreational purposes and a portion of the trip takes place in a backcountry area more than ¼ mile from the trailhead on any designated trail.</p>   | <p>Proof of Insurance (s):<br/>General<br/>Automotive<br/>Guide Registration Form<br/>Proof of CPR Training<br/>Proof of First Aid Certification</p> |
| <p><b>Hiker Shuttle Service:</b> Defined as the service of providing one or more persons direct transportation to and/or from a park trailhead by vehicle or boat for compensation or as a part of a larger package of recreation/lodging services.</p>   | <p>Proof of Insurance(s):<br/>General<br/>Automotive</p>   |
| <p><b>Portrait Photography:</b> Portrait and wedding photographers are defined as photographers that are hired (receiving compensation) to take portraits (photos) of individuals. This includes wedding photography, student and family portraits and documentary style portraiture.</p>   | <p>Proof of Insurance(s):<br/>General<br/>Automotive (per conditions)</p>  |
| <p><b>Wedding Services</b></p>  | <p>Proof of Insurance(s):<br/>General<br/>Automotive (per conditions)</p>  |
| <p><b>Emergency Road Service &amp; Towing</b></p>   | <p>Proof of Insurance(s):<br/>General<br/>Automotive<br/>Garage Keepers<br/>On Hook</p>  |

## ATTACHMENT B CUA Insurance Requirements

### Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum liability insurance is \$500,000. Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Professional Liability insurance is not accepted in lieu of Commercial General Liability insurance.

### Automobile Liability Insurance

If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Automobile Liability insurance. The auto liability insurance must include coverage of "owned, leased, rented or hired" vehicles if the CUA holder rents or leases vehicles. Insurance policies must name the United States of America as additional insured. The minimum commercial auto liability insurance for passenger transport is reflected in the following table:

| Commercial Vehicle Insurance – Passenger Transport<br>(bodily injury and property damage) | Minimum per Occurrence Liability<br>Limits* |
|---|---|
| Up to 6 passengers  | \$1,000,000                                 |
| 7 – 15 passengers   | \$1,500,000                                 |
| 16 – 25 passengers  | \$3,000,000                                 |
| 26+ passengers  | \$5,000,000                                 |

\* Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

Commercial auto insurance provides:

1. Liability insurance, which includes coverage for bodily injury, property damage, uninsured motorists, and underinsured motorists;
2. Physical damage insurance, which includes collision insurance; and;
3. Other coverage, which includes medical payments, towing and labor, rental reimbursement, and auto loan coverage.

Taxis that do not provide tour services are only required to have Auto Liability insurance. The Commercial General Liability covers out of vehicle activities and taxis do not provide out of vehicle activities.

### Insurance Company Minimum Standards

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

### Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- Be written in English with monetary amounts reflected in USD
- Reflect that insurance coverage is effective at time of CUA Application submission
- Name as insured the business or person that is providing the service
- Name the United States as additional insured
- Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
- Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- Include insurance provider rating or provide in separate document
- Typically, evidence of liability insurance is provided through an ACORD 25: Certificate of Liability Insurance

**ATTACHMENT C**  
**Fee Schedule and Payment Information**

| <b>CUA SERVICE TYPE</b>  | <b>APPLICATION FEE</b>              | <b>MANAGEMENT FEE TYPE</b>  |
|--|-------------------------------------|---|
| <b>Commercial Road-Based Tour</b>                                | \$300 Nonrefundable Application Fee | For parks without entrance fees (e.g. Great Smoky Mountains NP) the tour operator will submit a \$5 per passenger CUA management fee with the annual report at the end of the operating season. |
| <b>Guide Services: Hiking, Backpacking, Fishing</b>              | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |
| <b>Frontcountry Educational Workshops: Photography, Wildlife</b> | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |
| <b>Backcountry Educational Workshops: Photography, Wildlife</b>  | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |
| <b>Hiker Shuttle Service</b>                                     | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |
| <b>Portrait Photography</b>                                      | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |
| <b>Wedding Services:</b>   | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |
| <b>Emergency Road Service and Towing:</b>                        | \$250 Nonrefundable Application Fee | Market Price Fee (see below)  |

**Application Fee:** Application fee is due at application submission for each type of CUA being applied for and is payable via pay.gov, check or money order.

**Market Price Fee:** CUA holders are subject to a market price fee calculated by gross receipts earned from park-based operations. Application fees are credited to the CUA holder upon payment of market price fee. Market fees are based on the following:

- Market Price Fee (% of gross receipts earned from park-based operations)

| <b>Gross Receipts Earned From Park Operations</b> | <b>Market Price Percentage Charged</b> |
|---|--|
| < \$250,000                                       | 3% of gross receipts                   |
| \$250,000 to \$500,000                            | 4% of gross receipts                   |
| > \$500,000                                       | 5% of gross receipts                   |

- A market fee calculator has been developed to help estimate your annual market fees and can be found on the park website: <https://www.nps.gov/grsm/getinvolved/dobusinesswithus.htm>
- CUA holders are required to submit an Annual Financial Report by March 1 of each year to the park. This report will be used to generate a Bill of Collection for the appropriate market price from Great Smoky Mountains National Park. The bill should be received by the CUA holder by April 1 with payment due by May 1 of each year.
- Market Price payments may be made via pay.gov, check, or money order.

**Payment Methods**

Payment via Debit, Credit Card, Paypal, or Direct Deposit:

Visit [www.pay.gov](http://www.pay.gov), search for "Great Smoky Mountains NP Commercial Use Authorization Fees" to find the appropriate payment form.

Submit emailed confirmation of payment with the CUA Application to [GRSM\\_Concessions@nps.gov](mailto:GRSM_Concessions@nps.gov) or by regular mail.

Payment via Check or Money Order:

Make checks payable to "National Park Service" and mail along with a completed CUA Application and Payment Voucher Form to:

Great Smoky Mountains National Park  
CUA Program  
107 Park Headquarters Rd  
Gatlinburg, TN 37738