



National Park Service
U.S. Department of the Interior

Grand Teton National Park
Business Resources Branch
P.O. Box 170
Moose, WY 83012
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CONDITIONS OF 2016 HUNT OUTFITTER COMMERCIAL USE AUTHORIZATION (CUA)

1. Reference in this authorization to "Superintendent" shall mean the National Park Service official executing this authorization and the term shall include his/her daily authorized representatives, and reference to "Service" herein shall mean the National Park Service.
2. 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)].
3. 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.
4. The Permittee is **required** to report the date and location of all kill sites, including GPS coordinates, on the data sheet provided with the permit. No personal information will be associated with kill sites. GPS units for this purpose will be made available to all permit holders two weeks in advance of the hunt area openings at the Craig Thomas Discovery Visitor Center (CTDVC) in Moose. Permittee will be required to return the GPS unit at the conclusion of the hunting period to the CTDVC location.
5. 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.
6. 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. Comprehensive general liability coverage is required in the amount of \$300,000 minimum per occurrence. Automobile liability coverage is required for all owned, non-owned, and hired vehicles used by the licensee. Minimum limits are: car, van, or bus up to 5 passengers, \$300,000; 6 to 12 passengers, \$500,000; 13 to 20 passengers, \$750,000; 21 to 50 passengers, \$1,500,000 and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. Permittee agrees to have on file with the park copies of the above insurance with the proper endorsements. **NOTE: An Accord Certificate of Insurance naming Grand Teton National Park as the certificate holder shows proof that you have insurance. A policy naming the United States of America (National Park Service, park name and address) as additional insured is different. By naming the United States Government as an "additional insured" you are**

actually giving coverage to United States Government, they will have rights under your policy in the event of a future claim. Some carriers may charge a premium for this coverage.

7. 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.
8. 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.
9. The CUA may not be transferred or assigned without the written consent of the park area Superintendent.
10. The CUA may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
11. 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.
12. The Permittee will comply with all applicable public health and sanitation standards and codes.
13. The CUA is applicable only for the use of the area(s), terms, and activities designated.
14. Operations under this authorization shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated. The Permittee and all participants authorized herein must comply with all of the conditions of this authorization including all exhibits, amendments, attachments, and/or written directions of the Superintendent. ***The Permittee shall ensure that all members of the party are informed of park rules and regulations.***
15. The Permittee will obtain all permits or licenses of state or local governments, as applicable, necessary to conduct the commercial activities specified herein and will operate in compliance with all pertinent federal, state, and local laws and regulations.
16. The Permittee will not advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States Government. All advertisements, including brochures, rack cards and websites must include a statement that the Permittee is an authorized permit holder of the National Park Service.
17. The Permittee will leave the area(s) authorized for use in substantially the same condition as it was prior to the activities permitted herein.
18. The Permittee will not erect any building, tent, canopy or other structure within Grand Teton National Park or the John D. Rockefeller, Jr., Memorial Parkway (JODR). 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.
19. The Permittee's vehicles will not display banners or other advertising. Company names or logos on vehicles are acceptable.
20. The Superintendent does not approve the rates of the Permittee.

21. 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 holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
The Annual Financial Report (AFR) from the 2016 hunt is due to the Business Resources office (grte_business_resources@nps.gov) by March 1, 2017.
22. The Permittee will submit an annual use/financial report to the Superintendent within one month of completing their outfitting activities each year. The report form has been provided to each Permittee with the current year's authorization and is also available upon request.
23. 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.
24. The Permittee will ensure that all members of the group are properly clothed and equipped for the authorized activity.
25. The Permittee will immediately report to Park Dispatch (307-739-3301) or a park ranger any accident that results in personal injury or property damage. All accidents must be reported within a maximum of 24 hours.
26. The Service may monitor the activity or service provided under this authorization. The Permittee may be charged additional costs associated with monitoring, and will be provided an estimate of the monitoring costs and a Bill for Collection for the actual amount.
27. Grand Teton National Park allows Permittees to use the NPS approved Acknowledgement of Risk Form, which will be provided electronically upon request. Except for the blanks provided, no other modifications are allowed. Permittees may type in a description of risks and dangers inherent in any particular activity, subject to National Park Service approval. Use of this form is optional; however the final form, with any additions, is subject to National Park Service approval and must be provided to the Business Resources Division prior to use. Use of a waiver of liability is not allowed.
28. The Permittee will abide by the regulatory provisions in Section 1, Chapter III, of the current Wyoming State Board of Outfitters and Professional Guides Rules and Regulations, the State of Wyoming Game and Fish Department Big Game Hunting Regulations, and regulations applicable to Grand Teton National Park and the John D. Rockefeller, Jr., Memorial Parkway.
29. The Permittee will comply with all closures in John D. Rockefeller, Jr. Memorial Parkway and Grand Teton National Park.
30. Possession of firearms in Grand Teton National Park must be in compliance with all federal, state and local laws.
31. No commercial camping or outfitter camps are allowed in either park area. Reserving accommodations such as rooms, RV sites, or tent sites from Flagg Ranch, for example, is acceptable.
32. The Permittee will ensure that all food storage complies with the Interagency Grizzly Bear Committee recommendations. See <http://www.igbconline.org/> for information.
33. The Permittee will bring only certified noxious weed-free forage into Teton County.

34. The Permittee may not waive liability for his/her negligence or that of his/her employees.
35. The Permittee will provide the Superintendent with a complete list of guides and a complete list of vehicles including license numbers and descriptions prior to beginning operations under this permit. The Permittee will notify the Superintendent of all additions or deletions to these lists during the season. Notification may be made by telephone, email, or fax to the Business Resources Division.
36. The Permittee and all clients will carry Bear spray (7.9 oz or larger EPA registered can & readily accessible and NON-expired).
37. Failure to comply with the conditions of the authorization, any of the following regulations or any other federal or state law or regulation may result in a fine and forfeiture of this authorization and may be reason to deny any future authorization.
38. The following six items ***MUST*** be carried by each client in your party while participating in the Elk Reduction Program:
 - 2016 Grand Teton National Park Elk Reduction Program Hunt Permit
 - Wyoming Elk License
 - Wyoming Conservation Stamp
 - Wyoming Elk Feed Grounds Special Management Permit
 - Certified Hunter Safety Card (regardless of age or state)
 - Bear spray (7.9 oz. or larger EPA registered can and readily accessible and NON-expired)
39. You must turn in this permit and the elk's lower jaw center teeth (incisors) within 48 hours of making a kill. Turn-in locations are at the Buffalo Fork Ranger Station at Moran Junction and behind the Moose Headquarters building.
40. Motor vehicles are confined to established park roads as shown on Area 79 and 75 maps. Parking or stopping on highway 26/89/191 is prohibited – utilize pullouts and parking areas.
41. A ¼ mile area adjacent to U.S. Highway 26/89/191 in designated hunt areas is closed to hunting.
42. A ½ mile area from any building in designated hunt areas is closed to hunting.
43. A ¼ mile area North of the Gros Ventre - Kelly Road from Mormon Row Road Easterly to the town of Kelly is closed to all public entry.
44. It is illegal to shoot or attempt to kill an elk from any public road or highway open to vehicular traffic. This includes the road surface and the area 30 feet perpendicular to the edge of road surface.
45. Firing more than 1 round at a running group of elk is prohibited.
46. Driving, chasing, herding or intentional movement of elk on horseback, on foot or by vehicle is prohibited.
47. The possession or use of elk calls or bugles is prohibited.
48. Elk must be field dressed and their entrails and parts left a minimum of 100 yards from any road or trail.
49. Hunters are limited to a maximum of seven cartridges in possession per day.
50. The use of a hand gun, or the possession or use of archery equipment is prohibited
51. Use of non-lead ammunition *is required* by hunters participating in the Elk Reduction Program.

- 52. You do not have to check in with a park ranger prior to hunting.
- 53. Hunters are required to wear a minimum of one exterior garment of fluorescent orange.
- 54. Read your 2016 State of Wyoming Elk (Bear, Deer in the JODR) Hunting Regulations for hunt area descriptions and park hunting regulations (see Section 7 and 8). Read both sides of your park permit carefully for additional information and sign the permit before you begin hunting.
- 55. No hunter may harvest more than one elk, per year, from Grand Teton National Park.
- 56. Retrieval of elk via boat on the Snake River is allowed. Notify the park before using a boat to retrieve elk. Call 307-739-3301

I have read and agree to the above conditions OF THE 2016 COMMERCIAL HUNT OUTFITTER AUTHORIZATION. I understand that violation of park regulations or terms of this permit may result in immediate suspension or revocation of privileges granted.

Permittee's Signature

Date