



National Park Service
U.S. Department of the Interior

Grand Teton National Park
Business Resources Branch
P.O. Box 170
Moose, WY 83012
(307) 739-3416 Phone
GRTE_Business_Resources@nps.gov

CONDITIONS OF 2013 COMMERCIAL HUNT OUTFITTER AUTHORIZATION

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 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)].
3. 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. 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. 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. 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. 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. Holder 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.***
6. 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 holder. 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 holder will be billed at the conclusion of the authorization.
7. 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.

8. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. 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. The Permittee will comply with all applicable public health and sanitation standards and codes.
12. This authorization is applicable only for the use of the area(s), terms, and activities designated.
13. 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.**
14. 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.
15. 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.
16. The Permittee will leave the area(s) authorized for use in substantially the same condition as it was prior to the activities permitted herein.
17. 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. 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.
18. The Permittee's vehicles will not display banners or other advertising. Company names or logos on vehicles are acceptable.
19. The Superintendent does not approve the rates of the Permittee.
20. 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.
21. 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 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.

22. The Permittee will ensure that all members of the group are properly clothed and equipped for the authorized activity.
23. 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.
24. 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.
25. 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 a waiver of liability is not allowed. 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.

CONDITIONS SPECIFIC TO HUNTING OUTFITTERS AND GUIDES

1. 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.
2. The Permittee will comply with all closures in John D. Rockefeller, Jr., Memorial Parkway and Grand Teton National Park.
3. Possession of firearms in Grand Teton National Park must in compliance with all federal, state and local laws.
4. Firearms may not be discharged within ½ mile of any building.
5. A ¼-mile area adjacent to U.S. Highway 26/89/191 in designated hunt areas is closed to hunting. A ½-mile area from any building in designated hunt areas is closed to hunting. A ¼-mile area north of the Gros Ventre Road between Mormon Row Road and the town of Kelly is closed to all human entry.
6. 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.
7. The Permittee will not field dress or leave entrails within 100 yards of any park road.
8. The Permittee will ensure that all food storage complies with the Interagency Grizzly Bear Committee recommendations. See <http://www.igbconline.org/> for information.
9. The Permittee will bring only certified noxious weed-free forage into Teton County.
10. 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.
11. 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.
12. The Permittee may not waive liability for his/her negligence or that of his/her employees.

13. 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.
14. If Permittee does not obtain an authorization at least once in three years, the Permittee's name will be removed from the active list and the Permittee must contact the park to be reinstated.
15. The Permittee will ensure that all members of the group are properly clothed and equipped for the authorized activity, including wearing a minimum of one exterior garment of fluorescent orange
16. The Permittee and all clients will carry Bear spray (7.9 oz or larger EPA registered can & readily accessible and NON-expired).
17. Hunters are limited to a maximum of seven cartridges in possession per day.
18. Firing more than one round at a running group of elk is prohibited.
19. Use of non-lead ammunition is required by hunters participating in the Elk Reduction Program.

I have read and agree to the above conditions OF THE 2013 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