



COMMERCIAL USE AUTHORIZATION APPLICATION



Hawaii Volcanoes National Park
PO Box 52
Hawaii National Park, HI 96718
Daniel Brown, CUA Coordinator
Phone Number: 808-985-6027

Refer to application instructions at the end of this application. 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, etc.)]*
- 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. Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

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 their names.)*

Name:

Name:

Limited Liability Company

Corporation

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

Other

7. Business License – State and Number:

Expiration Date:

8. Employer Identification Number (EIN):

9. Liability Insurance:

Provide proof of liability 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 or other types of liability insurance; see Park-Specific CUA Insurance Requirements (“Attachment A”).

10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?

Yes No

Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If “Yes,” please give a description of each vehicle. Use additional paper, if necessary.

Make/Model of Vehicle	Year	Max # Passenger Capacity	Own/Rent/Lease

11. Additionally Required Documentation:

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in “Attachment B”.

12. DOI Employment:

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

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

Employee Name: _____ Title: _____

Bureau or Office where employed: _____

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, <https://www.doi.gov/ethics>.

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 Fee as outlined in Attachment B.

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.

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.

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.

COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
 - Road Based Tours: Traveling by vehicle on an itinerary that has been packaged and sold for leisure purposes and provides no other services except those incidental to road-based travel.
 - Non-Road Based Tours: hiking more than one mile on one trail, bird watching on foot for more than one hour at one location, photography workshops, and/or bicycling tours.
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 owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. Provide contact information for both the main season and the off-season. 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 state, 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 you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased 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). You may be subject to additional insurance requirements. Refer to "Attachment A".
10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
11. Provide copies of additional documentation as required by "Attachment B".
12. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.
13. Provide details 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. Do not include minor traffic tickets.
14. Include payment of the Application Fee. See "Attachment B."
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: Insurance Requirements

Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information

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 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. All vehicles/vessels/aircraft 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.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **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.
6. **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.
7. **CUA Fees:** At a minimum, the 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 authorized 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 or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
8. **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.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **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.
12. **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 area Superintendent.
13. **Reporting:** The holder is to provide the area Superintendent upon request 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 area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).
14. **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.

- 15. Minimum Wage: Minimum Wage:** The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients 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 to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 808-985-6027 or by going to the park CUA webpage at nps.gov/havo/learn/management/havo_manage_cua_instruc.htm.
- 17. 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.
- 18. 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.
- 19. Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

SPECIAL PARK CONDITIONS

- 20.** The permittee shall make certain that all members of the party are informed of park rules and regulations.
- 21.** Non-Road Based tours shall provide a detailed written itinerary and maps of one-mile hikes to ensure compliance for Non-Road Based entrance fees. A tour guide must accompany visitors on all Non-Road Based guided tours and stay on existing trails.
- 22.** Per State EPA Clean Air requirements, vehicles shall not be left idling more than three minutes in parking areas or park across multiple parking spaces. Loading zones shall be occupied no longer than necessary to load and unload.
- 23.** All vehicles must park in designated parking stalls. Parking at the Volcano House is prohibited unless authorized by property management.
- 24.** The permittee shall be responsible for the prompt and appropriate retrieval of clients and equipment in the event of a breakdown or accident.
- 25.** Slow moving vehicles and bicycles must use roadside turnouts and parking areas to allow the free flow of other traffic.
- 26.** All accidents and injuries requiring medical attention must be reported to a Ranger immediately. Please contact Pacific Communication Dispatch Center: 808-985-6170.
- 27.** If you enter the park more than four times per year, you are required to sign up for the Preauthorized Debit (PAD) Program for the payment of entrance fees.
- 28.** The permittee is responsible to ensure that each tour group/vehicle pays the park entrance fee, regardless of the time and point of entry. During after hours, deposit the completed fee voucher or payment in the drop box, which is located at the entrance station.
- 29.** Road Based Support vehicles for commercial tours will pay a \$25.00 park entrance fee.
- 30.** The permittee agrees to cooperate in surveys or vehicle tour inspections conducted by Hawaii Volcanoes National Park.

31. The permittee is required to submit an Annual Report which summarizes gross sales and visitor use, no later than 30 days after December 31. The park will provide the permittee with the appropriate form.
32. Possession of this CUA does not guarantee entry into the park. Entrance into the park may be closed or restricted from time to time in response to natural disruption (fire, drought, high SO₂) and/or national security. There is a hotline number you may call for the latest update information: 808-985-6161.
33. Advertising for the permitted activity shall not state or imply endorsement by the National Park Service and may not depict or suggest prohibited activities.
34. It is the responsibility of the permittee to ensure that all employees are informed of the Conditions of the CUA and are wearing name tags.
35. Penalties for non-compliance with CUA: (Whether a citation is issued or not)
 - a. First violation will result in a warning letter.
 - b. Second violation will be a final warning letter. A second warning letter for non-compliance of a Non-Road Based Tour will automatically change your Non-Road Based Tour CUA to a Road Based Tour CUA only.
 - c. A third violation will result in revocation of the CUA.
36. The endangered bird Nene (Hawaiian goose) can be found on and alongside Park roads. Please do not feed or disturb the Nene and keep a 60-foot distance between you and the Nene. If a Nene is hit or injured in any way, please contact Pacific Communication Dispatch Center: 808-985-6170.
37. Upon entrance the driver/tour guide must identify their company and type of tour being done. All business vehicles must display state-required visible markings identifying the business on the vehicles at all times while in the park. State regulations for commercial vehicles apply.
38. Smoking is not permitted within 25 feet of any public building. Guides and clients who smoke must not discard cigarette butts on the ground. A container must be provided for this purpose and clients made aware of this regulation. During extreme fire hazard periods, smoking is not permitted on any trail.
39. No backcountry overnight use is allowed with this permit.
40. Only culturally appropriate and traditional Hawaiian items may be left as offerings. Leaving non-biodegradable items such as hell money, plastic bags, bento containers, Styrofoam food containers, bottles and flower pots is prohibited.
41. Commercial vehicles may not be used to enter the park as personal vehicles, unless authorized in advance by CUA Coordinator.
42. To minimize the risk of introducing coqui and little fire ants, vehicles should be inspected and cleaned by the permittee before coming to park. Additionally, hiking boots and gear should be cleaned to avoid transporting weed seeds.
43. Removal of rocks, stacking of rocks ("ahu") and introducing white coral to the lava landscape is prohibited.
44. Tours to Mauna Ulu require the CUA holder to obtain a Special Use Permit. All guides must attend a certified training course offered by NPS to conduct tours at Mauna Ulu.
45. CUA holders will be required to send all tour 'operators' to an NPS provided 8-hour training for certification when scheduled by NPS. The requirement will include all operators, which we are defining for this purpose as bus driver, foreign language interpreters that are conducting tours, guides for hiking or biking tours, or anyone else that is brings people into the park under a CUA permit. This is a yearly requirement.
46. 36 CFR Part II, Preservation of Natural, Cultural and Archeological Resources. §2.1 (a) (1) the following is prohibited: Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state: wildlife or parts thereof; plants or the parts or products thereof; paleontological specimens, cultural or archeological resources, or the parts thereof; a mineral resource or cave formation, or the parts thereof
47. We are a Climate Friendly Park. Please REDUCE, REUSE, & RECYCLE.

ADDENDUM FOR BICYCLE TOURS

- A. The CUA holder must provide assurances the riding bikes are appropriate and have documented service records.
- B. The CUA holder must conduct bike tours in such a manner as to minimize impacts on area resources.
- C. Group size shall not exceed fourteen (14) bikes including the guide.
- D. No more than two tours per company per day. Tours must be staggered so that the total number of bikes in a group does not exceed 14 (groups cannot consolidate into one larger group). This is to reduce traffic impacts and promote safety and resource protection.
- E. Bike tours shall be permitted only on existing public roads and the following administrative roads: 1) Escape Road and 2) Crater Rim Drive between Devastation parking area to Keanakāko'i Overlook. Bikes and e-bikes must not unreasonably obstruct the flow of traffic on the roads.
- F. No bike tours, or individuals associated with same, are permitted to ride bikes below Muliwai a Pele on the Chain of Craters Road or above Kipuka Puauulu on the Mauna Loa Strip Road.
- G. Bikes and e-bikes under CUA tours are not allowed on any trails, paved or unpaved. This includes no walking of bikes or e-bikes on any trails, paved or unpaved. This includes no CUA tours on any portion of Crater Rim Trail (e.g., route used to reach Kupina'i (formerly Waldron's Ledge) between Volcano House and Research Road, and the paved portion of Crater Rim Trail beginning at Kilauea Military Camp and Uēkahuna).
- H. When parking at overlooks, use bike racks if available. If no bike racks are available, consolidate bikes to as few parking stalls as necessary. Do not obstruct sidewalks or overlooks. Do not park bikes in restricted parking stalls (e.g., ADA stall, bus loading/unloading, gov vehicle only).
- I. CUA holder must provide the necessary formal training and development programs for employees to increase and maintain their ability to provide interpretive services.
- J. Guides must have an understanding of the Leave No Trace Program.
- K. The operation shall be limited to daylight hours only.
- L. Staging area shall be conducted outside of the Park, when possible.
- M. There must be an escort vehicle for each trip.
- N. The CUA Holder must provide for communication between the employee on the lead bike and the driver of the support vehicle and the support vehicle must always have the capability to contact the NPS.
- O. Any accident involving bikes and/or their riders must be reported immediately to a Park Ranger by calling the Pacific Area Communications Center: 808-985-6170.
- P. All tour guides are required to have a current first aid card and CPR card in their possession.
- Q. Operators may be required to attend NPS sponsored training when available.
- R. Helmets are to be worn during bike tours by any individual associated with tour.
- S. The tour will cease immediately if visibility is impaired or roads become unsafe due to weather conditions.
- T. Applicant must present the Park with a Standard Operating Plan. All Operating Plans will be reviewed by NPS for approval. The Operating Plan will be reviewed for compatibility with the guidelines for the commercial services, interpretation and resource protection at the park. The Operating Plan at a minimum should include:
 - Explanation of service to be provided.
 - Average and maximum size of groups. (Cannot exceed 14)
 - Qualifications of roster of individuals guiding in the Park.
 - Outline of environmental education information that will be provided to your riders.
 - Safety procedures that apply to your service.
 - Resource protection measures and explanation of procedures to be taken in case of accidents or other emergencies.

ATTACHMENT A 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 commercial general 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). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

Other Required Insurance

Commercial Auto Liability Insurance is required if a CUA holder transports passengers or uses owned/leased/rented vehicles in the performance of the service in the park. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance. The minimum Commercial Auto Liability Insurance for interstate passenger transport is:

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
15 or fewer passengers	\$1,500,000
16 or more passengers	\$5,000,000

The NPS has not established commercial automobile liability minimums for intrastate auto use by CUA holders because each state has unique rules and regulations. Intrastate CUA holders must meet individual state requirements for Commercial Automobile Liability Insurance or the interstate requirements above, whichever are greatest.

If the CUA applicant or holder will use rented or leased vehicles in performance of the authorized service, the applicant or holder must secure appropriate insurance for that rented or leased vehicle in the amount required by the CUA application. Proof of insurance secured directly from the rental or lease company may not be available upon application submission, but applicants are required to provide proof of insurance coverage after application submission upon NPS request.

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

ATTACHMENT B

List of Approved Service, Additionally Required Documentation, and Fee Information

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES
Road Based Tour Only	Completed Application (NPS Form 10-550; pages 1-3) Certificate of Insurance, (see Attachment A; page 9) PUC License Certificate (as defined per State of Hawaii – PUC)	No Application Fee
Non-Road Based Tour	Completed Application (NPS Form 10-550; pages 1-3) Certificate of Insurance, (see Attachment A; page 9) PUC License Certificate (as defined per State of Hawaii – PUC) Written itinerary and maps of one-mile hikes	\$200.00 Application Fee, collected through pay.gov
Combination – Road and Non-Road Based Tours	Completed Application (NPS Form 10-550; pages 1-3) Certificate of Insurance, (see Attachment A; page 9) PUC License Certificate (as defined per State of Hawaii – PUC) Written itinerary and maps of one-mile hikes	\$250.00 Application Fee, collected through pay.gov
Biking (Non-Road Based Tour)	Completed Application (NPS Form 10-550; pages 1-3) Certificate of Insurance, (see Attachment A; page 9) PUC License Certificate (as defined per State of Hawaii – PUC) Written operating plan	\$200.00 Application Fee, collected through pay.gov