OMB Control No: 1024-0268
Exp. Date: 08/31/2016

# APPLICATION FORM
# COMMERCIAL USE AUTHORIZATION

**DEPARTMENT OF THE INTERIOR**
**National Park Service**
Independence National Historical Park
**Attention:** Andrew Mcdougall
143 South Third Street
Philadelphia, Pa 19106
215-597-9205

**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. Please submit your application fee of $ 150.00 with this application.

Some parks have minimum 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 documentation of first aid training, an emergency response plan, limits to group size, etc.

(1) **Service for which you are applying**

**(See list of approved services in the attached instructions)**

(2) **Will you be providing this service in more than one park? Yes ☐ No ☐ If yes, list all.**

1.

2.

(3) **Applicant** **(Legal Business Name and DBA)**

(4) **Authorized Agents** (Owner and any onsite person authorized to manage the operation)

(5) **Mailing Address:**

***PRIMARY CONTACT INFO (Dates at this address _____)***

Address:

City, State, Zip:

Email:

Website:

Day Phone: _____ Evening Phone:

Fax: _____ Cell Phone:

***ALTERNATE CONTACT INFO (Dates at this address _____)***

**If same as "Primary Contact Info", check here ☐ and go to number (6).**

Address:

City, State, Zip:

Day Phone: _____ Evening Phone:

Fax: _____ Cell Phone:

(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 _____)

☐ Corporation: (State: _____ Entity Number: _____)

☐ Limited Liability Corporation (State: _____ Entity Number:_____)

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

☐ Other (Specify)

(7) **State Business License Number:** _____ Expiration Date:

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

**Insurance and Vehicles**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is $300,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

| **Number of Passengers** | **Minimum per Occurrence Liability Limits** |
|---|---|
| Single Purpose Activities General Liability (includes day and overnight hiking, photography and art classes, bicycling, and group camping.) | $300,000 |
| Up to 5 passengers | $300,000 |
| 6 to 12 passengers | $500,000 |
| 13 to 20 passengers | $750,000 |
| Over 21 passengers | $1,500,000 |

Will your business operate vehicles (car, truck, van, bus, taxicab, boats, aircraft etc.) within NPS boundaries? Yes ☐ No ☐

If "yes," please give a description of each vehicle. Use additional pages if necessary. All vehicles are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

| MAKE OF VEHICLE | MODEL | YEAR | MAX # PASSENGERS | OWN | LEASE |
|---|---|---|---|---|---|
| | | | | Yes/No | Yes/No |
| | | | | Yes/No | Yes/No |
| | | | | Yes/No | Yes/No |

| MAKE OF AIRCRAFT | MODEL | TAIL NUMBER | MAX # PASSENGERS | OWN | LEASE |
|---|---|---|---|---|---|
| | | | | Yes/No | Yes/No |
| | | | | Yes/No | Yes/No |
| | | | | Yes/No | Yes/No |

| MAKE OF WATERCRAFT | MODEL | LENGTH | MAX # PASSENGERS | OWN | LEASE |
|---|---|---|---|---|---|
| | | | | Yes/No | Yes/No |
| | | | | Yes/No | Yes/No |
| | | | | Yes/No | Yes/No |

(9) **NPS Employment**

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

**Yes ☐ No ☐ If Yes, please complete below:**

Employee:

Title:

Park and Office where employed:

(10) **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:

(11) **FEE:** Please include the Application/Administrative fee as outlined in the Park-Specific instructions.

(12) **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

**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 (16 USC 5966). 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 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. 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. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.

## CONDITIONS OF THIS AUTHORIZATION

1. 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. 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.

3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (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.

4. 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 at least $_____ and naming 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.

5. Costs 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 onsite 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.

6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise 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.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. The 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.

10. 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.

11. 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.

12. 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 Government Accountabiity Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

## APPENDIX
## SPECIAL PARK CONDITIONS
COMMERCIAL USE AUTHORIZATION

Attach park-specific terms and conditions followed by necessary area-specific instructions.

# APPLICATION INSTRUCTIONS
# COMMERCIAL USE AUTHORIZATION

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**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:

   [Note: Each park will prepare the list based on the services approved at the park or attach it separatey.]
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, National Park Service, as additionally insured in the amounts designated in the application.
10. 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.
11. 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).
12. Include payment of the Application/Administrative Fee (see Attachment B).
13. Please sign and date your application. If the person SIGNING this application is not an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: List of Approved Services

Attachment B: Fee Schedule and Payment

(Note: each park will attach park-specific approved services and fee schedule/payment 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 to locations, times, group size, and employee licenses and certifications.

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3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (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.

4. 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 amount of at least $_____ naming 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.

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