



**INSTRUCTIONS**  
**COMMERCIAL USE AUTHORIZATION APPLICATION**  
**Jean Lafitte National Historical Park and Preserve**  
**New Orleans Jazz National Historical Park**  
419 Decatur Street  
New Orleans, LA 70130-1035  
CUA Contact: 504-589-3882, ext. 108



**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><i>Motorized Boating</i></b>	<b><i>Non-Motorized Boating</i></b>	<b><i>Guided Land-based Activities</i></b>
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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 liability insurance, if required by law, or if visitors are transported by vehicle/vessel within the park, or if vehicle/vessel is engaged in providing the service (i.e., hauling canoes 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 you will utilize during the course of the proposed commercial service.
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 \$ 100. (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. 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. **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:** 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 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 at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. 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 and the Government Accountability Office 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, as applicable. The implementing regulations, including the applicable contract 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>.
- 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 504-589-3882, ext. 108.
- 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 Services", 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**  
**Jean Lafitte National Historical Park and Preserve**  
**New Orleans Jazz National Historical Park**



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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, vessels, 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. **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 their names.)*

Name:

Name:

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 also required at 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
Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability 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 in State of operation, whichever is greater.

**10.** Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, 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/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, fishing license, vessel registration, 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 (CUA)  
**Jean Lafitte National Historical Park and Preserve**  
**New Orleans Jazz National Historical Park**

**These park specific conditions are in addition to the general conditions listed on page iii and are followed by necessary service-specific instructions.**

1. Holder acknowledges that the Superintendent may close park units due to severe weather or other park emergencies resulting in tour cancellations. Holder agrees to make alternate arrangements or if desired, resume the approved schedule once the park reopens.
2. The Holder will leave the area(s) authorized for use under this authorization in substantially the same condition as it was prior to the activities authorized herein and shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the authorized use.
3. All Federal, State, and local laws and regulations will be enforced. All vehicle or vessel operations are subject to periodic inspection by National Park Service law enforcement personnel. This authorization must be readily available to be shown to staff upon request. Armed NPS law enforcement can be present on tours without prior notification.
4. All incidents involving vehicle, vessel, property, resource damage or personal injury must be reported to Park Law Enforcement toll free 24-hour notification service: 1-855-289-7412 as soon as possible, but no later than within 24 hours after the incident.
5. The Holder 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 holder is an authorized permittee of the National Park Service. CUA holders are not allowed to use the NPS arrowhead.
6. Holder will ensure that employees, contractors, and participants are made aware that they are operating within a National Park, and are subject to special federal regulations and prohibitions, as outlined in U.S. Code of Federal Regulations Title 36: Parks, Forests, and Public Property (36 CFR).
7. Holder will ensure all boat operators and tour guides annually attend a National Park Service interpretive orientation to park visitors and park resources. The orientation will be scheduled at a mutually agreed upon date, time, and location.
8. Holder will consult with park officials regarding tour times, on-site interpretive programming, visitor services, safety plan, best management practices, and the protection of park resources.
9. Upon demand of special circumstances, tour schedule may be adjusted accordingly with advance agreement from both parties.
10. The Holder is responsible for their participants while in the park. For groups of any size, the Holder will be responsible for providing basic first aid and initial transport at the standard first aid level. All emergency evacuation costs of participants will be borne by the Holder.
11. Holder will not prevent, or impede the recreational opportunities of park users in any park areas.
12. Holder will comply with applicable public health and sanitation standards and codes.
13. The NPS may assign a uniformed staff member to accompany the tour for monitoring and/ or educational purposes.
14. NPS may photograph operations in order to document this activity for archival purposes.
15. Vehicles shall remain on existing roads, designated routes and vehicle ways.
16. Permission is required for travel on or across private property by appropriate land owner and may not be granted by NPS.
17. Guides and/or group leaders must have in their possession a copy of their current CUA.
18. Guides must be at least 18 years of age.
19. Holder will ensure that clients are properly clothed and equipped for the authorized activity.

20. Reporting Requirements: CUA Holders must meet the following annual and monthly reporting requirements in order to maintain a valid authorization. Reporting requirements include:

Document	Due
Monthly Use Report	4 <sup>th</sup> of each month
Annual Financial Report	January 31 following the operating year
Insurance Certificate	As insurance expires/renews

21. Annual Fees: CUA Holders must remit required fees each year in order to maintain a valid authorization. Required fees are calculated based on the following schedule:

<b>Application Fee</b> <b>\$100 per service - Due with application.</b>	
<b>Market Rate Fee based on percentage of gross receipts</b> <b>Due by January 31 following the operating year</b> <b>(\$100.00 application fee acts as a credit towards the following)</b>	
Less than \$250,000	3% of gross receipts
Between \$250,000 and \$500,000	4% of gross receipts in addition to the prior amount
Over \$500,000	5% of gross receipts in addition to the two prior amounts

**SERVICE SPECIFIC REQUIREMENTS FOLLOW BELOW**

## SERVICE SPECIFIC REQUIREMENTS

**Motorized Boating – General and By Park Location.....pages 9 - 10**

**Non-Motorized Boating.....page 10**

**Guided Land-Based Activities.....page 11**

### **MOTORIZED BOATING - GENERAL**

- Emergency Action: All emergencies must be reported by calling 911, as well as calling the Park Law Enforcement toll free 24-hour notification service: 1-855-289-7412. This includes but is not limited to medical, lost and/or found, theft or any criminal activity.
- Transportation of all clients shall originate and terminate outside the park.
- The following actions are prohibited on NPS Tours:
  - Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state, (i) living or dead wildlife or fish, or the parts or products thereof, (ii) Plants or the parts or products thereof. (36CFR 2.1(a))
  - The feeding, touching, teasing, frightening or intentional disturbing of wildlife nesting, breeding or other activities. (36CFR 2.2(a))
- Abandonment of property and littering are strictly prohibited. All cans, bottles, lunch papers, cigarette butts, and operations trash must be removed.
- Discharging weapons is prohibited.
- Other Activities/ Equipment /Props not permitted:
  - Boats, equipment, docks, lights, etcetera may not be tied, tethered, nailed, or otherwise affixed to live vegetation.
  - No dirt or other fill brought in from outside the Park will be allowed.
  - Audio amplification may not interfere with other visitor activities or local noise abatement ordinances.
  - No fires are permitted.
- The Holder will provide visitor use statistics on a monthly basis to include the monthly number of tours and the monthly number of passengers. The statistics may be submitted via email as follows:
  - Chalmette Battlefield, to Supervisory Ranger Christine Arato, [christine\\_arato@nps.gov](mailto:christine_arato@nps.gov) , or via office phone 504-589-3882, ext. 224.
  - Barataria Preserve to Supervisory Ranger Aleutia Scott, [aleutia\\_scott@nps.gov](mailto:aleutia_scott@nps.gov) , or via office phone 504-689-3690, ext. 13.

### **LOCATION Chalmette Battlefield**

- The Holder shall secure the vessel to the landing facility owned, maintained, and operated by the St. Bernard Port, Harbor, and Terminal District for the purpose of discharging passengers to and receiving from the Chalmette Battlefield.
- The Holder will provide an audible signal five minutes prior to leaving the dock in order to notify passengers who have disembarked.
- The Holder will instruct all passengers prior to arrival that food and drink are not allowed in the Visitor Center.
- The Holder will discontinue all onboard music while docked at the Chalmette Battlefield to maintain the peace and tranquility of the visitor experience.
- The vessel deckhands will not enter the Visitor Center to make loud boat departure announcements which also impacts other park visitors.
- The NPS will provide support and guidance to assist Holder with developing an on-board historical interpretive talk and program to prepare the visitors for their visit to the park.

### **LOCATION Barataria Preserve**

- Holder's Commercial Tour boat docking area must meet all applicable US Coast Guard and State regulations and laws concerning receiving passengers to, and discharging from, authorized tour boats along the Barataria Preserve waterways.
- Commercial tour boats will use only four stroke engines.
- The Holder will provide an "**Ecological Tour**" within park boundaries which emphasizes, and promotes, the importance of appreciating and protecting the park's natural and cultural resources. The tour will incorporate:
  - Protection of all plants, animals, ecosystems, and cultural resources in National Parks,
  - Minimizing adverse impacts on fish, wildlife, and the environment,
  - No handling, feeding, teasing, harming, harassing, or collecting of any living or non-living resources from the park on the tours or boats,
  - Informational and awareness messages on the functions of the wetlands, such as serving as a hurricane buffer, providing a nursery for ocean species, or providing for the livelihood of the area fishing industry.
- The Holder will provide to the Superintendent for review with the CUA application, a **Scope of Services for the "Ecological Tour"** to be advertised and conducted within the park boundaries. The Scope of Services will include a description of activities to be conducted in the park and will explain what distinguishes the "Ecological Tour" from other tours provided in the surrounding area.
- Passengers and crew are not allowed to embark or disembark anywhere along the waterway other than the approved docking site.
- All equipment should be cleaned prior to initiating work in order to reduce the spread of exotic plants and animals. No herbicides are permitted for use. Any oil, hydraulic fluids or lubricants spilled or discharged should be immediately cleaned up and clean up equipment should be present on boats while operating in the park. **All spills must be immediately reported to the Park Law Enforcement toll free 24-hour notification service: 1-855-289-7412.**

### **NON-MOTORIZED BOATING**

- Emergency Action: All emergencies must be reported by calling 911, as well as calling the Park Law Enforcement toll free 24-hour notification service: 1-855-289-7412. This includes but is not limited to medical, lost and/or found, theft or any criminal activity.
- The following actions are prohibited on NPS Tours:
  - Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state, (i) living or dead wildlife or fish, or the parts or products thereof, (ii) Plants or the parts or products thereof. (36CFR 2.1(a))
  - The feeding, touching, teasing, frightening or intentional disturbing of wildlife nesting, breeding or other activities. (36CFR 2.2(a))
- Transportation of all clients and watercraft shall originate and terminate outside the park.
- To prevent Aquatic Invasive Species (AIS), all equipment should be cleaned prior to entering the Preserve waterways in order to reduce the spread of exotic plants and animals. No herbicides are permitted for use.
- Access to passable waterways is not guaranteed by the Park. It is the Holder's responsibility to ascertain open and accessible launch and pick up sites and navigable waterways.
- Only single day trips are permitted along the preserve waterways, canals, swamp, and marshlands.
- Holder will provide each renter with quality safety equipment, i.e. personal flotation devices that fit properly and are in good condition, and each watercraft will be in good operable condition.
- Abandonment of property and littering are strictly prohibited. All cans, bottles, lunch papers, cigarette butts, and operations trash must be removed.
- Discharging weapons is prohibited.
- Other Activities/ Equipment /Props not permitted:
  - Boats, equipment, docks, lights, etcetera may not be tied, tethered, nailed, or otherwise affixed to live vegetation.
  - No dirt or other fill brought in from outside the Park will be allowed.
  - Audio amplification may not interfere with other visitor activities or local noise abatement ordinances.
  - No fires are permitted.

- The Holder will provide visitor use statistics on a monthly basis to include the monthly number of tours and the monthly number of passengers. The statistics may be submitted via email as follows to:
  - Supervisory Ranger Aleutia Scott, [aleutia\\_scott@nps.gov](mailto:aleutia_scott@nps.gov) , or via office phone 504-689-3690, ext. 13.

#### **GUIDED LAND-BASED ACTIVITIES**

- Emergency Action: All emergencies must be reported by calling 911 , as well as calling the Park Law Enforcement toll free 24-hour notification service: 1-855-289-7412. This includes but is not limited to medical, lost and/or found, theft or any criminal activity.
- The following actions are prohibited on NPS Tours:
  - Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state, (i) living or dead wildlife or fish, or the parts or products thereof, (ii) Plants or the parts or products thereof. (36CFR 2.1(a))
  - The feeding, touching, teasing, frightening or intentional disturbing of wildlife nesting, breeding or other activities. (36CFR 2.2(a))
- Foot traffic must remain on existing trails, boardwalks, roads, or paths to minimize trampling.
- Tours need to start and end outside of the park property.
- The Holder will provide visitor use statistics on a monthly basis to include the monthly number of tours and the monthly number of participants. The statistics may be submitted via email to Supervisory Ranger Christine Arato, [christine\\_arato@nps.gov](mailto:christine_arato@nps.gov) , or via office phone 504-589-3882, ext. 224 or as indicated otherwise in the approved CUA.

**ATTACHMENT A**  
**Authorized Services & Required Licenses, Registrations and Training Certificates**

<b>AUTHORIZED COMMERCIAL SERVICE</b>	<b>REQUIRED DOCUMENTATION</b>
Motorized Boating	Guides, Vehicles, and Vessels must follow all DOT and USCG laws and regulations as applicable.
Non-Motorized Boating	Guides, Vehicles, and Vessels must follow all DOT and USCG laws and regulations as applicable.
Guided Land-based Activities	Guides and Vehicles must follow all DOT laws and regulations as applicable. Guides must follow all federal, state, and local laws and regulations as applicable.

## 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).

### 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. The minimum commercial auto liability insurance for passenger transport is reflected in the following table:

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability 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 in State or operation, whichever is greater.

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.

### Protection & Indemnity (P&I) Vessel Insurance

CUA holders authorized to transport passengers aboard or use a motor vessel in the park are required to have P&I vessel insurance to cover claims for bodily injury, death, and property damage arising from the use of the vessel. These operators do not need to purchase general liability insurance, but should secure at a minimum a \$500K per occurrence P&I vessel policy. P&I vessel insurance covers passengers only while onboard the vessel. When passengers step ashore, they are not covered by the P&I vessel policy. CUA holders must obtain shore excursion coverage or commercial general liability insurance to cover additionally authorized services.

### 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 additionally 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 C**  
**Fee Schedule and Payment Information**

CUA holders must remit required fees each year in order to maintain a valid authorization. Required fees are calculated based on the following schedule:

<b>Application Fee</b> <b>\$100 per service - Due with application.</b>	
<b>Market Rate Fee based on percentage of gross receipts</b> <b>Due by January 31 following the operating year</b> <b>(\$100.00 application fee acts as a credit towards the following)</b>	
Less than \$250,000	3% of gross receipts
Between \$250,000 and \$500,000	4% of gross receipts in addition to the prior amount
Over \$500,000	5% of gross receipts in addition to the two prior amounts

**Application Fee: \$100** - A mandatory non-refundable fee of \$100 for each service category must be submitted with the completed annual application. The **payment** method is by check or money order and made payable to National Park Service. The CUA holder should deduct the application fee from the percentage of gross receipts (or management fee) before remitting at the end of the season.

**Management Fee:** A year-end annual report and management fee will be due by January 31. The NPS will provide a calculation tool to determine the percentages of gross receipts.

The percentage of gross receipts for Services will be calculated by:

- Businesses with gross annual receipts of \$250,000 or less will pay 3% of their gross receipts.
- Businesses with gross annual receipts between \$250,001 to 500,000 will pay 4% of their gross receipts on the amount exceeding \$250,000 in addition to the prior amount.
- Businesses with gross receipts over \$500,000 will pay 5% of their gross receipts on the amount exceeding \$500,000 in addition to the prior two amounts.

“Gross receipts” means the total amount of all revenues received from services offered within Jean Lafitte National Historical Park and Preserve and New Orleans Jazz National Historical Park, excluding other services. Those services might include transportation and meals. Services conducted outside the park are not included in the gross receipts when calculating the percentage to be assessed as a fee.