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”).

1. 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** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

| **Make of Aircraft** | **Tail Number** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

| **Make/Model of Vessel** | **Registration # or**  **USCG Documentation** | **Length** | **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.

1. **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:

Commercial services currently approved at their park and include those same commercial services in “Attachment B”.

If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.

1. Respond “No” or list other parks where you will be providing this service.
2. 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.
3. 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.
4. 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.
5. Check the box that identifies your type of business.
6. 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.
7. 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.
8. 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”.
9. 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.
10. Provide copies of additional documentation as required by “Attachment B”.
11. 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.
12. 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.
13. Include payment of the Application Fee - $ 300.00 See “Attachment ” B.
14. 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:  The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization 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>.

**Exemption:**Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.

1. 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 760-367-5518 or by going to the park CUA webpage at [Joshua Tree National Park (U.S. National Park Service) (nps.gov)](https://www.nps.gov/jotr/index.htm)
2. 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.
3. 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.
4. **Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors:** (a) Definition. As used in this clause - United States or its outlying areas means: (1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll. (b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). (c) Compliance. The commercial use authorization holder shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the term of this authorization, contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/> . (d) Subcontracts. The commercial use authorization holder shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

## SPECIAL PARK CONDITIONS

COMMERCIAL USE AUTHORIZATION

**ROAD BASED TOURS ONLY**

1. **Commercial Tour:** For the purpose of this authorization the term “Commercial Tour” (road-base tour) shall consist of one or more persons traveling on an itinerary that has been packaged, priced or sold for leisure or recreational purposes by a private organization or commercial business that realizes financial gain through the provision of the service. (tour involving guided hiking, backpacking, camping, photography workshops or other types of non-road-based guided activities are required to obtain a separate CUA for those activities.)
2. **Holder:** For the purpose of this authorization the word “Holder” shall mean a person, company and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. The Hold definition shall include employees and/or agents of the person, company and/or corporation to whom this authorization is issued.
3. **Road-based Tour:** For the purpose of this authorization the term “road-based tour” means any tour whose primary itinerary is based on traveling along park roads, making stops at wayside vistas, scenic areas, pullouts, and developed public areas. Guided hiking on wilderness trails is not included in this activity.
4. **Acknowledgement of Risk:** Current National Park Service policy allows Holders to warn or to advise customers of the risks associated with a certain activity or event but does not allow Holders to have customers sign a waiver of liability statement, insurance disclaimer and/or indemnification agreement for activities taking place in a National Park. An acknowledgement of risk, which is permitted, in effect allows visitors to assume responsibility for their own negligence which may result in bodily injury, death, or loss of personal property. In addition, it describes the inherent risks of the activity, and warns visitors of those risks. A waiver of liability, insurance disclaimer and/or indemnification agreement, which is not permitted, states that the visitor releases the operator from all responsibility in the event of visitor bodily injury, death, or loss of personal property, often regardless of whether the operator was negligent. NPS policy states that operators cannot require visitors to waive their right to hold CUA holders or the government responsible for actions. Requesting or requiring that customers sign an acknowledgement of risks statement or form for a certain activity or event is permitted. An operator is also permitted to have a visitor sign a form indicating that the visitor has certain prerequisite skills that may be required to participate in the activity.
5. **Compliance:** The holder shall exercise this privilege subject to the supervision of the Superintendent and shall comply with all applicable regulations of the area. The holder and all participants authorized herein must comply with of the conditions of this Authorization including all exhibits, amendments, or written directions of the park Superintendent. The holder will comply with any special instructions received from the Superintendent, or representative thereof, both written and or verbal, concerning operations within Joshua Tree National Park.
6. Restroom Facilities: Joshua Tree Visitor Center located off Park Blvd in the town of Joshua Tree is not owned by Joshua Tree National Park. At the request of the owner’s charter buses are not permitted to stop at this facility to use the restrooms. The facility cannot accommodate the large number of people due to being on a septic system. Please use the other two visitor centers or the restrooms inside the park.
7. Restroom Facilities: Under no circumstances will the holder allow clients to dispose of human body waste outside of restroom facilities.
8. **Consuming of Alcohol:** The holder must understand that consuming alcoholic beverages or controlled substances while conducting guiding service will be prohibited in the park.
9. **Firearm:** The holder and employees may not carry firearms while providing commercial services within Joshua Tree National Park.
10. **Carry Permit:** The holder (tour leader/driver) is required to carry a valid copy of this Authorization while conducting the authorized activity within the Park. This permit must be readily available and presented upon request by a representative of the National Park Service. Guides/bus operators must be willing and able to demonstrate the effort of compliances of this permit, if contacted by a representative of the National Park Service.
11. **Acknowledgement:** In accepting this Authorization, the holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the park was established; *for example,* visitor understating and enjoyment of the park. Even though the activity may primarily be recreational in nature, the holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture within the park, to their clientele. (updated park information may be found on the Joshua Tree NP website at: <https://www.nps.gov/jotr/index.htm>
12. **Business/Revenue Base:** It is understood that the holder shall not develop a business based on revenues generated through visiting Joshua Tree National Park.
13. **Solicitation:** This Road Based Commercial Use Authorization (CUA) does not permit the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. No signs or temporary structures may be posted or erected.
14. **Advertising:** Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Joshua Tree National Park. Commercial photography or commercial filming, within the park, may require a separate filming permit and must be approved by the Superintendent. (Contact the Office of Special Park Uses for information).
15. **Use of NPS Arrowhead Symbol:** The NPS Arrowhead symbol is protected by the trademark laws of the United States as a registered service mark. The permittee is not authorized to use the NPS Arrowhead symbol in any manner unless first approved in writing by the Director of the National Park Service. (Refer to Title36 CFR, part 11.)
16. **Entrance Fees:** Holder agrees to pay applicable entrance fee in effect at park entrance station or designated fee collection site. Entrance fees shall be paid for the entire group by the first motor coach to reach the entrance station. If the entrance station is not open to collect fees when the group is entering the park, instructions posted at the entrance station and fee registration area must be followed. Guide of the holder is not subject to entrance fee when providing commercial services under this Authorization. But a guide uses his/hers purchased and endorsed park annual pass for clientele entrance fees is considered as inappropriate use of park passes and may result fines and confiscation of guide’s pass by a Law Enforcement Ranger.
17. **Harassment:** Harassment of and/or threats to park visitors or any National Park Service employee by the holder will result in the suspension and/or revocation of this Authorization.
18. **Safety:** the holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other park visitors, and park employees.
19. **Damage:** The holder shall pay the United States Government for any damage(s) resulting from this commercial use which would not reasonably be inherent in the use which the holder is authorized to conduct, as described in this Authorization.
20. **Group Sizes Limit:** Group size is limited to a maximum of forty-five (45) people per group, this includes passengers, guides, and vehicle operator(s).
21. **Addition of Clients:** Additional customers may not be added to the tour while the holder is in the Park. All bookings and financial transactions must take place outside of the park.
22. **Proof of Operating Authority:** If transporting clients in the vehicle for other than emergency purposes, the holder shall provide the Superintendent with proof of current operating authority from the California Public Utilities Commission (PUC), for companies providing intrastate trips within California, and/or from the Department of Transportation (DOT) for all companies providing interstate trips. It is the responsibility of the holder to update this office regarding any changes, updates or additions to their carrier authority. Failure to do so may result in the suspension of this authorization until the updated information is received in this office.
23. **Rules of the Road:** All vehicles must apprehend speed limit within the park. It is expressly understood that the Superintendent may impose public use limits based upon his/hers authority stated in Title 36 of the Code of Federal Regulations, Section 1.5 ( for example: under adverse weather, high water, fire and other conditions, the Superintendent may temporarily suspend this permit until the situation improves.)
24. **Parking & Vehicle Idling:**  Parking in park boundaries is allowed only in appropriate designated parking areas. If commercial vehicles traverse into campgrounds, holder’s vehicles must unload passengers and then leave, until it’s the time for boarding passengers departing the area. Idling of bus engines adds unnecessary exhaust fumes to the air and diminishes the enjoyment by visitors of peacefulness and tranquility of the park; therefore, engines must be shut down when not underway. The holder shall not monopolize public areas. All pullouts, restrooms, picnic areas, etc. must be available to the general public and cannot be used by the authorization holder to the exclusion of other park visitors.
25. **Prohibit Monopolize Public Use Area:** The holder shall not monopolize public areas. All pullouts, restrooms, picnic areas, etc. must be available to the general public and cannot be used by the authorization holder to the exclusion of other park visitors.
26. **Vehicle Exhaust:** All vehicles will be properly maintained to ensure that the exhaust produced is not beyond what is allowed by law. Excessive exhaust from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding emissions.
27. **Vehicle Engine Noise:** All vehicles will be properly maintained to ensure that the engine noise produced is not greater than 80 decibels, as allowed by the State of California for motor vehicles manufactured after 1980. Excessive engine noise from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding noise limits.
28. **Employee: Agent Responsibility:** Guides and vehicle driver(s) must be the direct employees of the CUA holder. Guides must be a minimum of eighteen (18) years old. The holder shall ensure that their guides possess the knowledge, skills, and experience necessary to safety lead groups on trips in the park. The guides must have experience in which they guide. Guides, leading clients into the park must understand the hazards involved and be properly trained and prepared for conditions and situations, which may be encountered. The holder shall insure that all employees and clients entering the park are informed of all applicable conditions of this Authorization.
29. **Supervision/Compliance:** The holder shall provide adequate supervision of its employees and clients to ensure that the park’s geological, biological, historical, and archeological resources is not disturbed.The holder is responsible for informing its employees and clients of park regulations and assuring compliance.
30. **Protection of Resources - Natural Resources & Cultural Artifacts (Historic and Prehistoric):** The holder will not allow employees or clients to disturb or remove from the park any natural and/or historic and/or cultural artifacts including arrowhead, rock mortars, glass bottles/jars or similar artifacts. Rocks, flowers, plants, and parts of plants (alive or dead) as well as other natural resources may not be removed.
31. **Trampling Vegetation:** Leave No Trace principle should be used by all tour participants. The holder will keep clients from walking in the areas posted as sensitive or under –re-vegetation management, and in areas where resource damage may result.
32. **Feeding Wildlife:** Park regulations prohibit the feeding of any wildlife in Joshua Tree National Park. The holder must enforce this regulation with their clients.
33. **Unattended Food:** Food may not be left unattended if not stored in approved storage containers. Food will be unattended when it is placed outside and is not within arm’s reach of the guide or client. Food such a lunch boxes, left unattended may be confiscated and the guide and/or company cited for improper food storage.
34. **Trash Items:** Food refuse including wrappings and containers must not be placed into open-toped dumpsters.  *The holder must not leave any items on top-of or next-to garbage cans, this is considered improper disposal. All garbage and refuse must be placed into garbage dumpster or transported out of park by the holder.*
35. **Cigarette Butts:** The holder will not allow clients who smoke to discard their cigarette butts on the ground. Cigarette butts must be snuffed out and disposed of properly.
36. **Equipment Inspection:** Holder shall ensure all vehicles used in the authorized activity that shall be inspected to ensure mechanically sound and in safe operating condition before each trip. Inspection documents, recording when vehicles were placed into service, when vehicles were inspected and/or repaired and who inspected it, will be maintained by the holder and will be made available for park inspection upon request.
37. **Report of Injury or Damage:** The holder is required to make a report of ANY serious personal injury (an injury requiring professional medical attention) and/or property damage incident occurring within the park involving holder vehicles, clientele, and/or employees. The report must be made at the first available opportunity before leaving the park. A report will consist of a verbal or written description of the incident given to a Park Ranger, at the nearest ranger station, entrance station, a park visitor center, or a park Desk Officer. (If a Park Ranger is unavailable, a report may be made by calling the park’s 24-hour emergency dispatch at: (909) 383-5651. There is one Direct-to-EMS phones available in the park, one is located at Hidden Valley campground.
38. **Search and Rescue Cost Recovery:** The holder shall assume all costs incurred by the National Park Service associated with rescues, evacuations and/or searches for persons participating in trips guided by the holder and resulting from the holder’s negligence. The Holder will pay the unusual cost for any search and rescue the National Park Service conducts on their behalf (Unusual costs are those incurred for the use of helicopter and fixed-wing aircraft).
39. **Park Information:** The holder will ensure that information provided through tour leaders, brochures, literature, or advertising to park visitors is accurate and reflects the most current information available to depict park flora, fauna, geology, culture, and history. *(some information may be found on the park website at* [*www.nps.gov/jotr*](http://www.nps.gov/jotr)*. For road/area closures and weather information inside of Joshua Tree National Park call: 760.367.5500)*
40. **Client Information:** Upon request, the holder must provide names, addresses, and phone numbers of tour clientele or any other reasonable statistical information regarding authorized, permitted activities conducted within Joshua Tree National Park.
41. **Fair Treatment:** During the performance of this permit, the holder agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
42. **Permit Revocation** Violation of any park regulation or the terms of this authorization will result in the suspension of privileges granted by this authorization.
43. **Annual Report:** The report will include a summary of total in-park visitor use and gross revenues for the permit effective calendar year. The CUA will not be authorized unless the annual report is received by the Office of Special Park Uses no later than January 15, 2022

## 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 in the performance of the service in the park owned/leased/rented vehicles. 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 *intrastate* passenger transport is $1,000,000. The minimum Commercial Auto Liability Insurance for passenger transport is:

| **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 |

CUA holders authorized to transport passengers aboard or use in the park an owned/rented/leased vessel are required to have **P&I Vessel Insurance**. The minimum P&I Vessel Insurance is N/A.

CUA holders authorized to transport passengers or use in the park an owned/rented/leased aircraft are required to obtain **Aircraft Liability Insurance**. The minimum Aircraft Liability Insurance is N/A.

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum Property Insurance for use of N/A is N/A.

**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

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## ATTACHMENT B

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

|  |  |  |
| --- | --- | --- |
| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** | **REQUIRED CUA FEES** |
| Road Based Tours | NPS Form 10-550  General Liability Insurance  Annual Vehicle Safety Inspection  2022 Brochure or Web Address showing trip information | $300.00 Application Fee |
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