



PART 2

SUPPLEMENTAL INFORMATION for CUA Application Package

Lake Roosevelt National Recreation Area



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COMMERCIAL USE AUTHORIZATION

1. What are Commercial Use Authorizations?

Federal laws and regulations prohibit engaging in or soliciting business in areas of the National Park System unless explicitly authorized, through a permit, contract, or other authorization. Commercial Use Authorizations (“CUAs”) are one means by which the National Park Service may authorize commercial visitor services, which are accommodations, facilities and services the NPS has determined to be necessary and/or appropriate for public use and enjoyment of a Park area provided to Park area visitors for a fee or charge by a person. The fee or charge paid by the visitor may be direct or indirect as part of the provision of comprehensive visitor services.

Section 418 of the National Parks Omnibus Management Act of 1998, Public Law 105–391 (Section 418), authorizes the NPS to issue commercial use authorizations (CUA’s) to persons (referring to individuals, corporations and other entities) to provide commercial services to Park area visitors in limited circumstances. CUAs are not concession contracts, but are intended to provide a simple means to authorize suitable commercial services within park areas.

2. Who is eligible to obtain a CUA?

Those entities issued a CUA are businesses and commercial users who utilize NPS managed areas of Lake Roosevelt for implementation and provision of commercial visitor services. Those businesses may include, but are not limited to, charter fishing and guide services, launch and retrieval services and tours.

3. What is the term of the CUA?

CUAs are issued annually.

4. Is there a fee for a CUA?

The National Park Service is required by law to charge a reasonable fee for issuance of a CUA, at a minimum to recover associated management and administrative costs. *The fees for processing and administration of the Commercial Use Authorization are \$200.00, which includes a \$100 non-refundable application fee. These fees are in addition to normal fee (boat launch fee) required for launching boats at the NPS designated boat launches.*

5. How do I pay the Fees?

Submit a check or money order to the park headquarters payable to the National Park Service.

6. How do I apply for a CUA?

Contact the Park directly to request a Commercial Use Authorization application. By phone: 509/754-7800, or by email at lorie_carstensen@nps.gov. Information and application materials may also be obtained by visiting the Park’s website at: <http://www.nps.gov/laro/parkmgmt/businesswithpark.htm>

7. Is there an application deadline?

Currently, there is no established deadline. Lake Roosevelt NRA will accept CUA applications throughout the year.

8. How long does it take to process my application?

Lake Roosevelt NRA will attempt to process the applications within 30 days. Submitting a complete packet greatly aids us in issuing your authorization in a timely manner.

9. Is sub-contracting allowed under the authorization?

The National Park Service does **not** allow subcontracting under CUAs and CUAs cannot be transferred.

10. What type of insurance is required before this authorization can be approved?

The CUA authorization must provide commercial liability insurance against claims arising out of or resulting from the acts or omissions of the CUA operator or their employees, agents, or contractors, in carrying out the activities and operations required and/or authorized under the authorization. The Park must receive verification of general liability, transportation insurance, if applicable and Worker’s Compensation coverage before a CUA can be issued and the coverage must be maintained as current during the term of the authorization.

11. Are there additional requirements for a Commercial Use Authorization?

Yes. Additional requirements include:

- Proof of current liability, worker's compensation and auto liability insurance (if applicable).
- Completion of the Annual Commercial Use Authorization Business Survey Form.
 - i. *This form will be issued to all Permittees at the end of each season and must be completed and returned to the park by December 1 of the current operating year.*
- Boat Registrations, U.S. Coast Guard License:
 - i. *If any operation will be conducted from a vessel, provide for each and every boat operator a copy of a valid U.S. Coast Guard license. Either an Operator Uninspected Passenger Vessel license (OUPV) or a Master's License may be provided, Boaters Education Cards are also required for all operators.*
- Acknowledgement of Risk Form
 - i. *The NPS does not allow use of a liability waiver form, insurance disclaimer, and/or indemnification agreement for park trips. Please fill in blanks on attached Acknowledgment of Risk form and return.*
- Other requirements may be determined by the individual permit.

12. Do I need to provide Food Handlers Certification?

Permittees are required to comply with the National Park Service (NPS) Public Health Guidelines RM 83 F. If food service is provided as part of the commercial operation then at least one guide on each excursion shall be a certified food handler. Food Handlers permits MUST be obtained and copies sent with your application/renewal package.



COMMERCIAL USE AUTHORIZATION

The following is general information regarding minimum requirements of insurance and indemnity. Exact insurance requirements and liability minimums specific to your proposed commercial service activity are noted in the conditions of the sample Commercial Use Authorization (enclosed).

1. General

The permit holder shall save, hold harmless, defend and indemnify the United State of America, its agents and employees, for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever and by whomsoever made, arising out of the activities of the permit holder and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the permit holder shall be approved by the Superintendent. The permit holder shall annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and shall provide the Superintendent ten (10) days' written notice of any material change in the permit holder's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance Coverages and amounts in the event the insurance purchased by the permit holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

2. Public Liability

- a. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$500,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
- b. The policy shall be underwritten by a United States company naming the United States of America National Park Service, Lake Roosevelt National Recreation Area, 1008 Crest Drive, Coulee Dam, WA 99116 as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
- c. The holder agrees to comply with any revised insurance limits the Superintendent may require during the term of this authorization.
- d. If transporting clients, the holder shall also obtain automobile/vessel liability insurance to cover all owned, non-owned, and hired vehicles.
- e. The holder shall submit documentation of current valid State vehicular registration and insurance coverage for each vehicle/vessel used if the holder is transporting clients within Lake Roosevelt National Recreation Area boundaries.
- f. The holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days' advance written notice of any material change in the holder's insurance program hereunder.

The permit holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permit holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability shall be **\$500,000** per occurrence and **\$1,000,000** annual aggregate covering bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to a comprehensive general liability policy may be used to achieve the required limits. From time to time as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

- A. All liability policies are to specify the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

B. Additional Coverages:

- a. Automobile/Vessel liability: To cover all owned, non-owned, and hired vehicles used by the permit holder for permitted activities. Auto/Vessel Liability insurance is required at a minimum coverage amounts described below.

Single Purpose Activities (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

- b. Worker's Compensation: Statutory Worker's Compensation and employees' liability as required by the State of Washington.

4. Certificates of Insurance.

- A. The "U.S. Government, National Park Service, Lake Roosevelt National Recreation Area, 1008 Crest Drive, Coulee Dam, WA 99116" must be named as **additional insured** in the certificate holder section of each Certificate of Liability Insurance.
- a. The services authorized by the CUA and covered by the insurance must be stated in the description of operations section of the Certificate of Insurance.
- b. The policy number must appear on the Certificate of Insurance; binders are unacceptable.
- c. The Certificate of Insurance for all Liability and Worker's Compensation Insurance must contain a 30-day cancellation clause.
- B. It is the responsibility of the CUA holder to ensure that a current, correct copy of all Certificates of Insurance is always on file in the park concessions office. Failure to provide a current, correct copy of all Certificates of Insurance for the duration of the CUA will result in immediate suspension of the CUA.
- C. The CUA holder is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized, and contain the required 30-day cancellation clause.
- D. The name on the certificate of insurance must match your business name, including any names used under "doing business as".

5. Acknowledgement of Risk.

Current NPS policy allows CUA holders providing authorized services to warn or advise visitors of the risks associated with a certain activity or event, but **does not allow operators to require visitors sign a waiver of liability statement, insurance disclaimer and/or indemnification agreement.**

The 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. The *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.

- A. Permittees cannot require visitors to waive their right to hold concessioners, CUA holders or the government responsible for actions.
- B. Operators can request or require that visitors sign an acknowledgement of risks statement or form for a certain activity or event. 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 commercial activity.

The Service-approved sample Visitor's Acknowledgement of Risks form is provided below. CUA holders should complete the form with company specific information (minus participant's signature) and present it to the NPS as part of the application package to verify the information the Permittee intends to present to participants who engage in activities permitted under the CUA.

Visitor Use Acknowledgement of Risk

In consideration of the services of _____ **(name of business)** _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “**(name of business)** _____”) I agree as follows:

Although **(name of business)** _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, **(name of business)** _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. **(name of business)** _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[Permittee to describe risks inherent to the activities permitted under the CUA]

I am aware that **(Activity)** _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of **(name of business)** _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature Date

Signature of Parent or Guardian, if participant is under 18 years of age

Signature Date



COMMERCIAL USE AUTHORIZATION ANNUAL REPORT INSTRUCTIONS

OMB Control No.
1024-0268

INSTRUCTIONS

These instructions correspond to the numbered questions in Form 10-660.

1. Enter your contact information as it appears on your permit.
2. Enter the service you provide as it appears on your permit.
3. Enter the number of visitors who use your service. Enter the number of trips your company made to the park; i.e., a two person backpack trip for 3 days is ONE TRIP. Note: if you submit monthly reports, we only require you to add the monthly reports together.
4. Enter the average number of hours or days a customer spends in the park on one of your trips.
5. Check the box that best describes the level of importance the park plays in this CUA.
6. Enter the percentage of your activity that takes place in the park.

Example: If you raft through the park and 8 of 10 miles are inside the park, then 80% of the activity takes place in the park OR if you spend 4 hours on a hike and the last hour is hiking outside the park then you spend 75% of the activity in the park.

7. Enter your total gross receipts for this business year.
8. Enter the dollar amount of your gross receipts that is the portion of your total gross receipts that you earned as a result of visiting the park.

If the park is the exclusive destination for your activity, then 100% of your gross receipts are a result of your visiting the park. If it is a primary or incidental destination, then estimate what percentage is a result of visiting the park. As a general rule, this should not be less than the answer to #6.

9. Provide details of any reportable injuries incurred to you, your employees, or clients this year.
10. Signature of business owner or authorized agent.



COMMERCIAL USE AUTHORIZATION ANNUAL REPORT FORM

OMB Control No.
1024-0268

DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE Lake Roosevelt National Recreation Area

***Due by December 1 for current operating year.**

Please enter the information below:

1. Contact Information

Holder Name: _____ Contact Person (if different): _____

Business Name: _____ Email: (business) _____

Mailing Address: _____ Email: (Contact Person) _____ (Note if
Winter/Summer)

_____ Website: _____

Phone: _____ Fax: _____
(Note if Winter/Summer) (Note if Winter/Summer)

2. Services provided:

VISITOR USE INFORMATION

3. How many clients did you serve within the park? _____
How many trips did your company make to the park this year? _____

(Use table below to report total numbers for each month)

4. What was your average length of stay per visit in the park this year?
(For day trips show the average number of hours that you spend in the park per trip.
For overnight trips show the average number of nights that you spend in the park per trip.
If both types of trips were offered show the average length of stay for each type.)

Day Use

Number of Day Trips _____ Average Hours/trip _____
(Show trips that use lodging outside of the park, as day trips.)

Overnight Use

Number of Overnight Trips _____ Average # of Nights/trip _____

5. The park is:

- the **exclusive** destination for your clients. (This means it is the only destination being offered on the trip, not including brief stops along the way. 100% of your trip is a result of your visiting the park.)

- a key **destination** or a **significant location**. (This means it is one of several sites where your services are provided. Some percentage of your trip is a result of visiting the park.)

6. What percentage of your trip is a result of visiting the park? _____

FINANCIAL INFORMATION

7. What were the total gross receipts from your operation? _____

8. What were the gross receipts earned as a result of visiting the park? _____
See Instructions

INJURY INFORMATION

9. Did you have any reportable injuries occur during your trips this year? Yes No

If yes, please use a separate sheet of paper to report the date and type of injury and a brief statement of the incident and the outcome of the patient care, please omit the patient's name. A reportable injury involves any medical incident or injury requiring medical aid beyond Basic First Aid and/or when a request for medical aid/rescue assistance is made. You do not need to send in a report if you have already done so.

10. Signature: False, fictitious or fraudulent statements of representations made in this report 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 report. 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 U.S.C. 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 impact to park resources and compliance with park regulations and limitations. We estimate that it will take approximately 1.25 hours to prepare a report, including time to review instructions, gather and maintain data, and complete and review the report. 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.