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:

[Note: Each park will list the 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 - $175.00 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 must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
16. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client’s right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at [530-595-6120] or by going to the park CUA webpage at [Insert park CUA web address]
17. **Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
18. **Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.
19. **Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

## SPECIAL PARK CONDITIONS

COMMERCIAL USE AUTHORIZATION

[Attach park-specific terms and conditions followed by necessary area-specific instructions, CUA fee information, and specific insurance requirements.]

***DEFINITIONS:***

***{*Holder*}*:** For the purpose of this Authorization the word “Holder” shall include employees and/or agents of the company issued this Authorization.

***{*Authorization/Permit}:** The terms “Authorization” and “Permit” shall be used interchangeably in reference to the Commercial Use Authorization.

***{*Commercial Transportation*}*:** For the purpose of this Authorization the term “Commercial Transportation” shall mean the transportation by the Holder of any customer, by any motor vehicle owned and/or operated by the Holder within areas of Lassen Volcanic National Park, whether, or not, it is incidental to the commercial operation.

**{Backpacking/Backpacker*}:*** For the purpose of this Authorization the term(s) “Backpacking” and or “Backpacker” refer to the use of the backcountry by any person or group for trips which occur overnight and where a Lassen Volcanic Wilderness Permit is required.

**{Day Hike/Day Hiker/Hiker}:** For the purpose of this Authorization the term(s) “Day Hike”, “Day Hiker” and or “Hiker” refers to the use of the front country and/or backcountry by any person or group for day trips only, and where a Lassen Volcanic Wilderness Permit is not required.

***{*Front country*}:*** For the purpose of this Authorization the term front country is defined as those areas and trails that are inside of developed areas, such as road side vistas or developed visitor facilities and/or walkways

***This permit is only applicable for, use of the area(s), the activities and terms designated in this permit. This permit is not valid until signed by the superintendent or authorized agent thereof.***

1. Compliance – The Holder shall exercise this privilege subject to the supervision of the superintendent, and shall comply with all applicable laws and regulations of the area and terms and conditions of the Authorization.
2. Health & Sanitation – The Holder will comply with applicable public health and sanitation standards and codes.
3. Use Limits – It is expressly understood that the superintendent may impose public use limits based upon his authority stated in Title 36 of the Code of Federal Regulations, Section 1.5
4. 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 understanding and enjoyment of the park. Even though the activity may be primarily 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.
5. Business/Revenue Base – It is understood that the Holder shall not develop a business based on revenues generated through visiting Lassen Volcanic National Park.
6. CUA holder is responsible for checking website or calling for park information to find out what is open and/or closed due to the 2020 Dixie Fire.
7. Solicitation – This Authorization 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.
8. Advertising – Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Lassen Volcanic National Park. Commercial photography or commercial filming, within the park, may require a separate filming permit and must be approved by the superintendent.
9. Employee Training/Skills – 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 safely lead groups on day or overnight trips into the park. The Guides must have experience in the areas 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.
10. Additional Permits – It is the responsibility of the Commercial Tour Operator to obtain any additional permits for activities not covered under this CUA.
11. Entry Fees – Holder agrees to pay all applicable entrance fees in effect at the time of arrival at the park entrance station or designated fee collection site. The charge for park entry fees is $10 per vehicle and allows for a seven (7) day visit during the dates of December 1st through April 15th. April 16th through November 30th the entrance fee for vehicles is $30 for a 1-7 day pass. Attempting to avoid payment of appropriate fees is a violation of federal law. Any attempt at fee fraud will result in the revocation of this Authorization and the Holder will be subject to criminal prosecution.
12. Harassment of NPS Employees – Any harassment and/or threats to any National Park Service employee by the Holder will result in the suspension and/or revocation of this Authorization.
13. Safety – The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other park visitors, and park employees
14. Damage – The Holder shall pay the United States Government for any damage(s) resulting from this special use which would not reasonably be inherent in the use which the Holder is authorized to make, as described in this Authorization.
15. Carry Permit – The Holder is required to carry a valid copy of this Authorization while operating within the park.
16. Addition of Clients – Additional customers may not be added to the tour while the Holder is in the park.
17. Supervision/Compliance – The Holder shall train its employees and educate its clients to ensure that the park’s geological, biological, historical and archeological resources are not disturbed. The Holder is responsible for informing its employees and clients of park regulations and assuring compliance on full service trips.

**Regarding Supervision/Compliance: Common regulations include, but are not limited to the following.**

1. *Protection of Natural Resources & Cultural Artifacts (Historic and Prehistoric)* – Holder will not allow employees or clients to disturb or remove any natural and/or historic and/or cultural artifacts in the park including arrowheads, 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.
2. *Campsites/Campfires – Camping* is prohibited within one hundred (100) feet of a trail, flowing stream, river or any body of water. Wood fires are prohibited except in front country campgrounds and developed areas. Holder will leave campsite clean.
3. *Construction* – No structures may be built, including rock walls, trenches, cairns or fire rings.
4. *Food Storage –* Food must be stored properly in approved containers and may not be left unattended at any time. *The Holder must use approved food storage containers during all overnight wilderness trips, no matter the elevation.*
5. *Sanitation* – The disposal of human waste within one hundred (100) feet of a water source, high water mark of any body of water, or a campsite, or within sight of a trail is prohibited. (This includes dry stream beds and receding lakeshores.)
6. *Removal of Trash and Refuse* – All articles that are transported into the park by the Holder must be transported out of the park. This includes all refuse and trash.
7. *Mechanized Equipment* – Wilderness Area regulations prohibit the use of mechanized equipment.
8. *Rafts and Float tubes* –The Holder will not transport rafts, float tubes or other floatation devices into the wilderness.
9. *Feeding Wildlife* – park regulations prohibit the feeding or disturbing of any wildlife in Lassen Volcanic National Park. Holder will enforce this rule with its clients.
10. *Controlling Clients* – The Holder shall ensure that clientele and vehicles do not obstruct vehicular or pedestrian traffic on roads, trailheads or along trails. The Holder will be responsible for controlling clients at those places where the tour travels in the park. This will include keeping clients from walking in posted
11. sensitive areas, where resource destruction may result. The Holder shall share the roads and trails with other groups ranging from private/commercial hikers to private/commercial stock user. The Holder is expected to exercise courtesy and sound judgment to avoid and alleviate risks when encountering other groups and stock.
12. *Fireworks* – Possession and/or use of fireworks is prohibited in the park.
13. *Audio Disturbances – The* Holder will not transport external speaker audio devices, such as AM/FM radios and/or cassette/CD players. Devices used with personal headphones/earplugs are allowed.
14. *Cell Phones* – Except in the case of an emergency, the Holder should discourage the use of cell phones in areas where other hiker’s wilderness experience might be negatively impacted by the use.
15. Group Size –The following public use limits are established for hiking group size:
    * Day hiking groups are limited to 20 people on all park trails.
    * Overnight backpacking groups are limited to 10 people
    * Groups larger than the allowed maximum from any one organization may not meet and congregate. All groups shall maintain a minimum of ½ mile distance apart.
    * Any groups traveling off-trail (day hiking or overnight backpacking) are limited to 10 people.

*NOTE: The superintendent has determined that user group size limitations are required to prevent resource degradation such as trail widening, multiple trail development, dust abatement & social trails; and protect the individual visitor experience.*

1. Mitigation – The Holder shall be responsible for costs associated with mitigation of resource impacts. The Holder is responsible for the employee/guide knowing, understanding and following all park regulations, and for their awareness and practice of *Leave No Trace* principles.
2. Caches – Equipment or food caches shall not be maintained within Lassen Volcanic National Park. Food must be properly stored and not left unattended for more than 24 hours, at which time property is considered abandoned and may be confiscated.
3. Visitor Information – Information provided through tour leaders, brochures, literature or advertising will insure that the information that is provided to park clientele is accurate and reflects the most current information available to depict park flora, fauna, culture and history. (Information may be found on the internet at [**http://www.nps.gov/lavo**](http://www.nps.gov/lavo).)
4. Equipment Inspection – Holder shall ensure equipment used in the authorized activity, including vehicles, shall be inspected to ensure that it is mechanically sound and in safe operating condition before each trip. Inspection documents, recording when equipment was placed into service, when equipment was inspected and/or repaired and who inspected it, will be maintained by the Holder and will be made available for park inspection upon request.
5. Emergency/Safety Plan – The CUA Holder shall provide the park with an Emergency/Safety Plan to include such things as risk assessment, hazard mitigation, contingency alternatives, medical and evacuation procedures.
6. Emergency Medical Response – The Holder shall have at least one guide per group who is trained and currently certified in Cardio Pulmonary Resuscitation (CPR certification by either Red Cross or American Heart Association will be accepted). At least one guide per group must also hold a minimum certification of Standard First Aid. A copy of current certificates must be provided to the National Park Service. The tour leader will carry and maintain a readily accessible kit for emergency medical care of sufficient size and use for the number of persons in the group.
7. Report of Injury – The Holder is required to make a report of ANY serious personal injury 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 description of the incident given to a Park Ranger, at the nearest Ranger Station. The Holder must cooperate with any investigation of the incident by the National Park Service.
8. 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 lost/injured/deceased persons participating in trips guided by the Holder and resulting from the Holder’s negligence.
9. Wilderness Use Permits – Permits for backcountry camping must be obtained separately from this Authorization. Lassen Volcanic Wilderness Permits are required for all commercial users of the Lassen Volcanic Wilderness who begin overnight backcountry trips at Lassen Volcanic trailheads.
10. Schedule – The CUA Holder shall provide the park with a schedule of classes, including the hours and class dates, and will notify the park’s Permit Coordinator of any changes immediately.
11. Parking – This CUA does not guarantee, reserve, or otherwise give preference for parking, and no vehicles used in conjunction with activities authorized by this CUA may be driven or temporarily left in any areas not authorized for motor vehicle travel. Parking is restricted to areas permissible to the general visiting public.
12. Annual Report – The Holder shall submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the year. Report forms are due January 31.

## 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 $1,000,000. . Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

**Other Required Insurance**

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

| **Commercial Vehicle Insurance – Passenger Transport**  **(bodily injury and property damage)** | **Minimum per Occurrence Liability Limits\*** |
| --- | --- |
| Up to 6 passengers | $1,000,000 |
| 7 – 15 passengers | $1,500,000 |
| 16 – 25 passengers | $3,000,000 |
| 26+ passengers | $5,000,000 |

**Insurance Company Minimum Standards**

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best’s Financial Size Category of at least VII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

**Proof of Insurance Submission**

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

* Be written in English with monetary amounts reflected in USD
* Reflect that insurance coverage is effective at time of CUA Application submission
* Name as insured the business or person that is providing the service
* Name the United States as additional insured
* Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
* Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
* Include insurance provider rating or provide in separate document

## 

## ATTACHMENT B

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

|  |  |  |
| --- | --- | --- |
| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** | **REQUIRED CUA FEES** |
| Guided Hiking and Backpacking | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Camping and Backpacking | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Sightseeing | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Photography | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Skiing, Snowshoeing, Snowboarding | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Mountaineering and/or Avalanche Education | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Copy of Avalanche Training certification from each guide, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Rock Climbing | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Fishing | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Bus Tours | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Kayaking/Canoeing | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |
| Guided Yoga Instruction and Retreat | LAVO CUA Application, Proof of Insurance, Copy of First Aid/CPR certification from 1 guide per group, Emergency Plan, Annual CUA Survey | $175.00 Application Fee |