



### COMMERCIAL USE AUTHORIZATION APPLICATION



**Mammoth Cave National Park**  
PO Box 7  
Mammoth Cave, KY 42259  
CUA Coordinator  
Phone Number: 270-758-2192

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").

**10. 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.

**15. Signature:**

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

*By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate.*

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:  
Guided Horseback, Guided Bicycle Tours, and Canoe and Kayak Livery  
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.
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. 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.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the state, license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/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".
10. 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.
11. Provide copies of additional documentation as required by "Attachment B".
12. 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.
13. 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.
14. Include payment of the Application Fee - \$ 180. See "Attachment " B.
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: 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.
- 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 270-758-2192 or by going to the park CUA webpage at [www.nps.gov/mac](http://www.nps.gov/mac).
- 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.

**SPECIAL PARK CONDITIONS**  
**COMMERCIAL USE AUTHORIZATION**

1. Certain conditions contained herein are intended to assure that the activities authorized by the National Park Service are conducted with reasonable quality assurance. However, no judgment is made of the quality of the service by the National Park Service and none should be implied in advertising or other statements made to the public by the Permittee.
2. Insurance

General Liability insurance Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the Permittee, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amounts of at least:

\$1,000,000 for Guided Horseback Riding

Automobile Liability Insurance is required if permittee transports passengers or uses a vehicle in the performance of the service in the park. The auto liability insurance must include coverage of "owned, leased, rented or hired" vehicles if the CUA holder rents or leases vehicles. The minimum commercial auto liability insurance for passenger transport is reflected in the following table:

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

**Minimum per Occurrence Liability Limits** are Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

Policies must name the United States of America (National Park Service, Mammoth Cave National Park, PO Box 7, Mammoth Cave, KY 42259) as additional insured. Permittee agrees to have on file with the park copies of the above insurance with the proper endorsements.

3. This authorization does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or goods or services on lands owned and controlled by the United States. The authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money exchanges hands on park lands and no commercial solicitation occurs on park lands.
4. The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this authorization.
5. The permittee shall take adequate measures as directed and approved by the Superintendent, to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands
6. The Permittee will comply with applicable public health and sanitation standards and codes. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the park Concessions Office at 270-758-2192 for reporting to the NPS Southeast Region's Public Health Consultant. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
7. Copies of any written complaints regarding activities conducted under the authority of this Permit must be provided to the Park within a reasonable period of time after receipt by the Permittee. Likewise, the Park will provide copies of any written complaints received by it to the Permittee.
8. The Permittee will provide the Park with a copy of any existing company brochure, internet advertising, or other promotional material in which reference is made to the National Park Service or Mammoth Cave National Park, or the services provided therein. Information will not use language which states or implies Governmental, Departmental, Bureau or Government employee endorsement of a product, service or position which the permittee represents. No releases of information relating to this License may state or imply that the Government approves of the permittee's work product, or considers permittee work product to be superior to other products or services. The Permittee will, at the request of the park, make corrections to any promotional material that makes inaccurate or misleading statements regarding the services provided under the terms of this Authorization.
9. The Permittee will complete a Commercial Use Authorization Annual Survey form for each year or portion of a year for which the Permittee is issued a CUA and submit the completed form to the Concessions Management Specialist no later than March 1 of the following year.
10. The Permittee will complete and submit a "MACA CUA Monthly Report" form for each month for which the Permittee is issued a CUA and submit the completed form to the Concessions Management Specialist no later than fifteen (15) days after the end of each month.
11. POSSESSION OF FIREARMS
  - a. The Permittee and any other individuals who are providing services under the terms of this Authorization are prohibited from possessing firearms within the park.
  - b. The Permittee will have a written policy regarding the possession of firearms by employees and other individuals providing services under the terms of this Authorization in accordance with A. above. New employees and other individuals operating under this Authorization will be provided with a copy of this policy. The Permittee will provide the park with a copy of this policy upon request.
  - c. The Permittee will be familiar with federal and state laws regarding the possession of firearms and will inform customers of any provisions of these laws that are applicable to the services the Permittee provides under this Authorization. Customers who do not comply with these federal and state laws may be denied service by the Permittee.
12. The Permittee shall ensure that all company employees or agents entering the park are informed of all the conditions of this authorization.
13. Proof of permit approval must be carried with the Permittee and their employees when operating in the park. A copy of the cover page and signature page is acceptable and must be presented to any park employee on request.
14. The Permittee will provide at least one Guide for each group who will remain with the group at all times. If the party is divided into more than one group, each group will have a Guide.

15. Groups will have at least 1 guide for every 9 riders. The maximum group size for any one trail ride is 20, including guides.
16. Guides should possess:
  - a. American Red Cross Standard First Aid Certificate (or equivalent). Photocopies must be provided to the park.
  - b. Adult CPR Certification. Photocopies must be provided to the park.
  - c. Training in basic safety and resource protection, Leave No Trace principles, park rules and regulations, and in the requirements of CUA conditions.
  - d. Relevant outdoor experience and be familiar with the trail(s) they are guiding on.
17. An appropriate group size first aid kit will be carried by each group. The guide will be prepared for emergency situations where they may need to revise their original plan to accommodate clients' abilities or changing weather conditions.
18. The Permittee will determine a communication plan for guides to enable the guide or guides on each trip to report accidents or other emergency situations and request assistance without having to leave the group for which they are responsible or that minimize the need for the guide to leave the group.
19. The Permittee shall report any injuries sustained that require treatment beyond minor first aid to Mammoth Cave National Park within 24 hours.
20. The Permittee shall report to the National Park Service, all overdue clients that are three (3) hours or more past their estimated return time. All search and rescue operations will be coordinated by the National Park Service.
21. The Guide leader will ensure that all members of the group have adequate equipment and clothing for the trip.
22. Guide must provide an orientation to clients on how to properly ride and control their horse, the proposed itinerary for the trip, park rules and regulations, and what to do in the case of an emergency. Guides are encouraged to incorporate other educational programming related to park resource and values such as Leave No Trace principles and Mammoth Cave National Park's vast geological features, human history, flora, and fauna. The Permittee is responsible for verifying the accuracy of any information provided to clients and assuring that the Permittee's employees are qualified to conduct educational activities.
23. Guided horseback rides will proceed at a walking pace. Running or trotting of horses is not permitted.
24. Visitors are prohibited to ride horses while consuming alcoholic beverages.
25. Commercially guided horseback rides are permitted on the following trails:
  - a. Sal Hollow Trail
  - b. Blair Spring Hollow Trail Buffalo Creek Trail
  - c. Collie Ridge Trail
  - d. First Creek Trail
  - e. Maple Springs Trail
  - f. McCoy Hollow Trail
  - g. Raymer Hollow Trail
  - h. Turnhole Bend Trail
  - i. Wet Prong Trail
  - j. Dry Prong Trail
  - k. White Oak Trail
  - l. Mill Branch Trail
  - m. All marked connector trails leading to official backcountry campsites, with the exception of Bluffs campsite and Bluffs Campsite Trail.
26. Groups must stagger the start time by at least 15 minutes and maintain a 15 minute distance between the riding groups.
27. Stock is restricted from stopping or standing in any streams or springs.
28. Horses must be tied to hitch posts at backcountry locations where they are provided. In backcountry campsites or any backcountry areas with no hitch posts, or if these are full, horses must be cross-tied so they cannot chew on or otherwise damage trees or other vegetation. Tying horses and pack animals to trees is prohibited.
29. Hobbling horses and pack animals to permit free grazing is prohibited.
30. Cross-tying of horses and pack animals is not permitted within 100 feet from any stream or water source.



31. The Permittee will provide properly cared for and healthy stock that are capable of safely handling the types of terrain and obstacles encountered along the trail.
32. The Permittee will use tack that is in good working condition and inspected prior to each ride.
33. The Permittee will ensure that its employees and visitors treat the stock properly and will not condone or tolerate cruelty.
34. The Permittee must maintain current medical records for all stock and make it available upon request. Kentucky law requires that horses have a negative Coggins test (a simple blood test for Equine Infectious Anemia) within twelve months of a change in ownership or before transport.

## 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 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 Horseback Service	Guides should possess: 1. American Red Cross Standard First Aid Certificate (or equivalent). Photocopies must be provided to the park. 2. Adult CPR Certification. Photocopies must be provided to the park. 3. Training in basic safety and resource protection, Leave No Trace principles, park rules and regulations, and in the requirements of CUA conditions. 4. Relevant outdoor experience and be familiar with the trail(s) they are guiding on.	\$180 Application Fee Management Fee to Be Determined: Based on review of application and requested activity details.
Canoe and Kayak Livery Service	Drivers should possess: 1. Valid Driver's License	\$180 Application Fee \$555 Management Fee
Guided Bicycle Tour	Guides should possess: 1. American Red Cross Standard First Aid Certificate (or equivalent). Photocopies must be provided to the park. 2. Adult CPR Certification. Photocopies must be provided to the park. 3. Training in basic safety and resource protection, Leave No Trace principles, park rules and regulations, and in the requirements of CUA conditions. 4. Relevant outdoor experience and be familiar with the trail(s)/road(s) they are guiding on.	\$180 Application Fee Management Fee to Be Determined: Based on review of application and requested activity details.
New Service	Will be determined through review of the CUA application.	\$180 Application Fee Management Fee to Be Determined: Based on review of application and requested activity details.