



United States Department of the Interior

NATIONAL PARK SERVICE
Mojave National Preserve
2701 Barstow Road
Barstow, California 92311

PROCEDURES FOR OBTAINING A COMMERCIAL USE AUTHORIZATION

In response to your inquiry concerning Commercial Use Authorizations, enclosed is a Commercial Use Authorization Application Worksheet for you to complete and return to us. It is important that the worksheet be as detailed as possible concerning your proposed activity.

For guided tours, sporting events or other organized gatherings, you will need to attach a copy of advertisements, flyers, brochures, and all information sent to participants.

The information on the worksheet will be utilized by the National Park Service (NPS) staff to evaluate the impact of your activity on park resources and visitors, level of monitoring required, and any additional costs associated with your request. It may require several weeks to review your request and render a decision.

1. Minimum cost requirements for obtaining a Commercial Use Authorization (CUA) include:

Application Fee	\$79.00
Administrative Processing, starting at	\$414.00
Annual Incidental Monitoring (minimum of 4 hours @ \$45.00 per hour)	\$180.00

NOTE: If additional monitoring is required beyond the minimum four hours, the permit holder will be charged.

Payments may be made by check or credit card.

- If paying by check, submit payment with the application. Checks are to be made to the **National Park Service**.
 - If paying by credit card, submit the application, then contact Mojave National Preserve for a permit number, a requirement for making electronic payments at www.pay.gov.
2. The following additional requirements are detailed in item # 9 of the application:
- a. Certificate of Insurance: Insurance certificates must specify that the insurance company shall have no right of subrogation against the United States of America. The additional insured shall be named as follows:

United States of America
Mojave National Preserve
Commercial Use Authorizations
2701 Barstow Road
Barstow, CA 92311
 - b. Operating Plan
 - c. Promotional Literature
 - d. Instructor Certifications
 - e. Rock Climbing: Accreditation or Certification

All the above are essential elements for processing a Commercial Use Authorization. The Rock Climbing requirement (e) is only applicable for groups doing technical rock climbing.

3. Applicants obtaining an CUA will be responsible for knowing and abiding by those items listed in the Interim Guidelines for Commercial Use Authorizations and the General Guidelines: 5.2 Special Park Use Guideline of August 15, 2004.
4. The Mojave National Preserve CUA Annual Survey will be required of all CUA holders within 30 days of the CUA's expiration.
5. Questions pertaining to the CUA permitting process may be directed to the Special Park Uses/Commercial Use Authorizations Program Manager.



APPLICATION INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
 - Guided hunting
 - Guided 4x4 vehicle tours
 - Guided street-legal motorcycle tours
 - Commercial coach tours
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, National Park Service, as additionally insured in the amounts designated in the application.
10. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
11. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
12. Include payment of the Application/Administrative Fee (see Attachment B).
13. Please sign and date your application. If the person SIGNING this application is not an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: List of Approved Services

Attachment B: Fee Schedule and Payment



APPLICATION FORM COMMERCIAL USE AUTHORIZATION

OMB Control No: 1024-0268
Exp. Date: 08/31/2016

DEPARTMENT OF THE INTERIOR

National Park Service

Mojave National Preserve

Attention: Special Park Uses & Commercial Uses Program Office

2701 Barstow Road

Barstow, CA 92311

(760) 252-6107

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above. Please submit your application fee of \$_____ with this application.

Some parks have minimum 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 documentation of first aid training, an emergency response plan, limits to group size, etc.

- (1) **Service for which you are applying**
(See list of approved services in the attached instructions)

- (2) **Will you be providing this service in more than one park?** Yes No If yes, list all.

- (3) **Applicant** (Legal Business Name and DBA)

- (4) **Authorized Agents** (Owner and any onsite person authorized to manage the operation)

- (5) **Mailing Address:**

PRIMARY CONTACT INFO (Dates at this address [Click here to enter text.](#))

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

Cell Phone:

ALTERNATE CONTACT INFO (Dates at this address: _____)

If same as "Primary Contact Info", check here and go to number (6).

Address:

City, State, Zip:

Day Phone:

Evening Phone:

Fax:

Cell Phone:

(6) **What is your Business Type** (Please check one below):

Sole Proprietor

Partnership (Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)

Name

Name

Corporation:

(State: _____ Entity Number: _____)

Limited Liability Corporation:

(State: _____ Entity Number: _____)

Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)

Other (Specify)

(7) **State Business License Number:** _____ **Expiration Date:** _____

(8) **Employer Identification Number (EIN)** _____

(9) **Insurance and Vehicles**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

Number of Passengers	Minimum per Occurrence Liability Limits
Single Purpose Activities General Liability (includes day and overnight hiking, photography and art classes, bicycling, and group camping.)	\$500,000
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

Will your business operate vehicles (car, truck, van, bus, taxicab, boats, aircraft etc.) within NPS boundaries?

Yes No

If "yes," please give a description of each vehicle. Use additional pages if necessary. All vehicles are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

MAKE OF VEHICLE	MODEL	YEAR	MAX # PASSENGERS	OWN	LEASE
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>

MAKE OF AIRCRAFT	MODEL	TAIL NUMBER	MAX # PASSENGERS	OWN	LEASE
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>

MAKE OF WATERCRAFT	MODEL	LENGTH	MAX # PASSENGERS	OWN	LEASE
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>

				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>
				Yes <input type="checkbox"/> /No <input type="checkbox"/>	Yes <input type="checkbox"/> /No <input type="checkbox"/>

(10) NPS Employment

Are you, your spouse, or minor children employed with the National Park Service?

Yes No If Yes, please complete below:

Employee: _____

Title: _____

Park and Office where employed: _____

(11) 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: _____

(12) FEE: Please include the Application/Administrative fee as outlined in the Park-Specific instructions.

(13) Signature: False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use

Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature

Date

Printed Name

Title

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 U.S.C. 101925). 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 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. 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.

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 to locations, times, group size, and employee licenses and certifications.

CONDITIONS OF THIS AUTHORIZATION

1. 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. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent.
3. 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.
4. 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 be at least \$1,000,000.00, and 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.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder

will be billed at the conclusion of the authorization.

6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. 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.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

APPENDIX
SPECIAL PARK CONDITIONS
COMMERCIAL USE AUTHORIZATION

14. No Grant of Legal Interest - The privileges authorized by virtue of this authorization are not and shall not be construed as a grant of any possessory, exclusive or permanent interest in the Authorized Premises nor as an estate of any kind, but are and shall be considered a temporary authorization for the non-exclusive, non-possessory use of the Authorized Premises.
15. Term - Unless earlier terminated or revoked, this authorization shall be effective for the period stated on page one of this authorization. This authorization may be terminated by either party by giving seven days written notice to the other party. However, the foregoing notice period shall not apply to the Superintendent in the case of emergency, in which case, this authorization may be terminated at any time without notice.
16. Use of Reasonable Precautions, Damages, etc. - The holder shall exercise reasonable precautions for the health, safety and welfare of all persons on or near the authorized premises and/or activities and for the protection of property belonging to the United States (including natural and cultural resources). The holder shall not engage in any activity that constitutes or results in waste or that causes or results in a nuisance. The holder shall be liable for any damage or destruction, in whole or in part, to property belonging to the United States (including natural and cultural resources) that results from or arises in connection with the holder's use of authorized premises and/or conduct of activities. Holder expressly acknowledges that, under 16 U.S. C. 19jj, the United States is authorized to recover damages in the following forms: the costs of restoring, repairing, replacing or acquiring equivalent resources; the costs of lost use of resources pending replacement or restoration; or the value of resources that cannot be replaced or restored.
17. The holder will comply with applicable public health and sanitation standards and codes.
18. Governing Law - The laws of the United States shall govern the validity, construction and effect of the authorization.
19. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.
20. NONDISCRIMINATION. If use of the resource covered by their authorization will involve the employment by the holder of a person or persons, the holder agrees as follows:

21. The holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The holder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The holder agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

- a. The holder will, in all solicitations or advertisements for employees placed by or on behalf of the holder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- b. The holder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the holder's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c. The holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d. The holder will furnish all information and reports required Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant there to, and will authorize access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e. In the event of the holder's noncompliance with the non-discrimination clauses of this authorization or with any of such rules, regulations, or orders, this authorization may be canceled, terminated or suspended in whole or in part and the holder may be declared ineligible for further Government contracts or authorizations in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965, as

amended, by or by rule, regulations, or order of the Secretary of labor, or as otherwise provided by law.

- f. The holder will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the holder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the holder may request the United States to enter into such litigation to protect the interests of the United States.
22. It is expressly understood that the holder is subject to any and all special conditions (if any) attached.
 23. The holder will have none of the rights or privileges of P.L. 89-249, and will not be considered a concessionaire to the National Park Service.
 24. The holder must obtain all permits or licenses of State or local government, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
 25. The National Park Service will not approve the rates of the holder.
 26. This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
 27. INDEMNIFICATION - The holder shall save, hold harmless, defend and indemnify the United States 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 holder, his employees, subcontractors or agents under the authorization.
 - g. The holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of the authorization.
 - h. The holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of the 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.
28. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
 29. The holder will notify Mojave National Preserve within 24 hours before the start of each event covered under this authorization.
 30. All activities allowed under this authorization are restricted to existing roads and trails within Mojave National Preserve that are open to public access.
 31. Safety belts must be worn at all times when the vehicle(s) is in motion.
 32. This authorization is applicable only for the use of the area(s) and terms designated herein.
 33. The area(s) authorized for use under this authorization must be left in substantially the same condition as prior to the activities authorized herein, with all refuse removed or otherwise properly disposed of as required by the Superintendent.
 34. The holder and all participants authorized herein must comply with all of the conditions of the authorization including all exhibits and/or amendments or written directions of the Superintendent.

Desert Tortoise (#s 35-40)

35. This event(s) may be conducted at a time when the desert tortoise is active above ground. All participants must exercise the utmost in care to prevent injury or death to tortoises. A threatened species, this reptile is susceptible to crushing by automobile and foot traffic. Juvenile tortoises are particularly vulnerable; they are soft-shelled, slow moving, and difficult to see because of their small size and drab coloring. Tortoises are particularly active in the early mornings, evenings, and during the day when temperatures are mild (mid 70's-low 80's). They are frequently seen on or near paved road areas. All participants must be informed of and comply with these conditions.
36. The desert tortoise is protected by law. It is illegal to disturb a tortoise or its habitat in any way. This includes touching, handling, moving, or possessing a tortoise.
37. Vehicle parking must occur on previously disturbed areas, destruction of any

natural undisturbed areas, including vegetation, is not authorized. Tortoises will sometimes crawl under vehicles to escape the heat of the sun. Check under vehicles prior to leaving, particularly if the vehicle has been parked for a long time.

38. All event-related tortoise injuries and/or deaths must be reported to the National Park Service as soon as possible.
39. All motorized vehicles shall remain on existing roads, designated routes and vehicle ways. Vehicles shall remain on established roads or parking areas. No off-road (i.e., cross-country) travel by motorized vehicles is allowed. Vehicle use is prohibited in wilderness areas. Observe speed limits. Watch for tortoises on the road or road shoulder area. Driving off the established roadways and parking outside of designated parking areas is prohibited.
40. When vehicles travel in a group, each vehicle will be spaced far enough apart to ensure visibility of the road surface to avoid desert tortoises.

Wilderness (#s 41-42)

41. No motorized vehicles may be operated in wilderness. No motorized or mechanized equipment may be operated in wilderness. In general, Wilderness begins:
 - 100' to either side of the centerline of all maintained roads (e.g., Kelbaker Road, Cedar Canyon Road, Black Canyon Road, Ivanpah Road, Morningstar Mine Road, Kelso Dunes Road, etc.); or
 - 30' to either side of unmaintained roads.
42. Vehicles will use only existing roads or previously disturbed areas outside of wilderness. Holder shall not in any way harm or damage any vegetation or wildlife. Parking along the roadway shall occur on previously disturbed sites only.
43. Camping and vehicle parking must occur in previously disturbed areas; destruction of any vegetation or natural areas is not permitted. Camping and vehicle parking must occur more than 200 yards from any natural or constructed water source. The creation of new campsites is not permitted.
44. No discharge of any wastewater from shower, kitchen/cooking or washing facilities is allowed. Wastewater may be disposed of at disposal facilities provided in the Park (e.g., Hole-in-the-Wall and Mid Hills campgrounds)
45. No firewood collecting. All campfires must be in a pre-existing fire ring or self-contained unit with a metal bottom or fire pan. No evidence of a

campfire should remain.

NOTE: There may be periods of time when the NPS imposes additional fire restrictions.

46. Permission is required for travel on or across private property by the appropriate land owner.
47. Dogs must be on leash at all times.
48. The holder shall follow, and provide information to and ask each of their participants to become familiar with and follow the Special Conditions of this authorization and the "Leave No Trace" philosophy.
49. All activities under this authorization shall be conducted in accordance with the California Desert Protection Act of 1994, and comply with all state and federal laws.
50. Sighting-in of rifles or target shooting is not allowed in Mojave National Preserve.
51. Holder must not in any way interfere with any other hunting activity or other legitimate park activities.
52. Collecting, defacing, destroying historic or prehistoric artifacts is prohibited. Archeological, historic structures and/or artifacts will be left in place, undisturbed. Rubbings or other type of transfer of any form of rock art is prohibited. Holder will immediately bring to the attention of the Chief Ranger, Mojave National Preserve any archaeological resources encountered during operations, and maintain the integrity of such resources pending subsequent investigation.
53. Natural features will not be disturbed. Collecting of plants, animals, or mineral specimens is prohibited; destruction of any vegetation or natural areas is not permitted. No exotic plants/animals will be introduced and/or left behind.
54. Holder shall insure that no damage to vegetation or wildlife shall occur, especially at parking area locations and camera locations. Vegetation within the Preserve may not be cut, trimmed or moved. No disturbance of soil or mineral matter is allowed, including pounding stakes into soil. All disturbances will be reported to the NPS for possible restoration. Soils that are disturbed will be reclaimed and/or restored to the original contour of the land.
55. Discarding/spilling of any fuel/hazardous materials is prohibited; any discharge or spill should be reported immediately to Mojave National Preserve.

56. Area will be left as if no one had been there. Trash attracts ravens which, in turn, prey on juvenile desert tortoises. Therefore, all trash must be removed from the Preserve. All garbage, including food materials, must be carried out and disposed of in a proper manner. Human waste must be disposed of properly in a provided pit toilet, packed out or buried at least six inches underground. Cigarette butts are litter; holder will provide butt cans for all disposals. Holder is responsible for removing all trash.
57. Holder shall be responsible for all clean-up of gathering points, rest stops, and campsites. All materials packed in shall be packed out. Human waste must be properly buried. If horses/mules are used, all feed and water shall be packed in for their use. All trash and food items must be stored in a manner that prevents wildlife conflicts.
58. Holder shall provide for basic first aid and initial transport at the standard first aid level. For all other emergencies, Holder shall notify the Federal Interagency Communications Center at 909-383-5651. All emergency costs of participants will be borne by Holder.
59. Monitoring fees may be charged at an hourly rate (minimum of two hours), for NPS Staff to ensure compliance with park regulations and stipulations of this authorization. Holder will remit to NPS any recovery of costs incurred by NPS in conjunction with this authorization. If such costs are incurred, the holder will be billed at the conclusion of this authorization.
60. No sales of promotional items or promotional filming of activities is authorized under this authorization. Any filming of activities for commercial use must be authorized under a separate authorization.
61. All pets must be confined or on a leash no longer than six (6) feet at all times.
62. The U.S. Government, Department of the Interior, National Park Service, Mojave National Preserve will not be held liable for any injuries, damages or occurrences relating to Holder operations.
63. The holder expressly agrees that the terms and conditions of the authorization shall not establish a precedent for any future authorization within Mojave National Preserve or any other unit of the National Park System; failure to follow the conditions of the authorization may result in revocation of this authorization and denial of future authorizations.