



INSTRUCTIONS COMMERCIAL USE AUTHORIZATION APPLICATION

National Mall and Memorial Parks
900 Ohio Drive SW
Washington, DC 20024
Karl Gallo, CUA Coordinator
Phone Number: (202)245-4712



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:
Pedicab Tours and Transportation or Water Transportation
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, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance, if required by law, or if visitors are transported by vehicle/vessel/aircraft within the park, or if 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). Refer to "Attachment B".
10. Provide a description of and registration number of each vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service.
11. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by "Attachment A".
12. 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.
13. 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).
14. Please make payment of the Application/Administrative Fee \$ 200 using pay.gov (see "Attachment C" – Fee Schedule and Payment Information).
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: List of Approved Services and Required Documentation
Attachment B: Insurance Requirements
Attachment C: Fee Schedule and Payment

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 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.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **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.
5. **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.
6. **Fees:** 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 authorization 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.
7. **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.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **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.
11. **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 park area Superintendent.
12. **Reporting:** 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.
13. **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.

- 14. 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>.
- 15. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to 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. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at (202)245-4712 or by going to the park CUA webpage at <https://www.nps.gov/nama/getinvolved/commercial-use-authorizations.htm>
- 16. 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.
- 17. 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.

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.



COMMERCIAL USE AUTHORIZATION APPLICATION

National Mall and Memorial Parks

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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:** *(Pedicab Tours and Transportation or Water Transportation)*
Pedicab Tours and Transportation
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:**
4. **Authorized Agents:** *(Name and Title of owner, and any onsite person authorized to manage the operation or service.)*

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: (State: Entity Number:)

☐ Corporation: (State: Entity Number:)

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

7. State Business License Number:

Expiration Date:

8. Employer Identification Number (EIN):

9. Liability and Vehicle Insurance:

Provide proof of 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; see Park-Specific CUA Insurance Requirements ("Attachment B"). The minimum liability insurance is \$1,000,000. Auto Liability insurance is also required at minimum coverage amounts described below.

COMMERCIAL GENERAL LIABILITY INSURANCE

Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping)	\$500,000
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

* Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

- 10.** Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries? Yes ☐ No ☐

If "Yes," please give a description of each vehicle. Use additional paper, if necessary. All vehicles 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.

Make/Model of Vehicle	License Number	Year	Max # Passenger Capacity	Own/Lease

Make/Model of Vessel	Registration Number or USCG Documentation	Length	Max # Passenger Capacity	Own/Lease

11. Employee Licenses and Certifications:

Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver's or pilot's license, fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required by "Attachment A".

12. NPS Employment:

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

Yes ☐ No ☐ If "Yes", please provide information below:

Employee Name: Title:

Park and Office Where Employed:

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:

An Application/Administrative Fee of \$200 is due before the CUA can be processed. Fees should be paid online at <https://pay.gov/public/search/global?searchString=national+mall&formToken=026fd64b-c4c8-41e2-923f-8aba5ff534e9> from a computer or mobile device. Your CUA number from last year will need to be entered as part of the online process. If you do not have a CUA number or have any questions, please contact Karl Gallo, Concessions Management Specialist, at (202)245-4712 or via email at karl_gallo@nps.gov.

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 to the best of my knowledge.

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.

SPECIAL PARK CONDITIONS COMMERCIAL USE AUTHORIZATION

1. **CONDITIONS VIOLATIONS.** Violation of any of the Terms and Conditions of this permit may be cause for immediate suspension or revocation of the CUA permit.
2. **BUSINESS OPERATIONS.** This authorization does not authorize the holder to advertise, solicit business, barter, and/or collect fees on lands owned and controlled by the United States unless specifically authorized in Form 10-115, Section 4 "Summary of authorized activity".
3. **PARKING AND FEES.** Parking is permitted only in designated parking areas/spaces unless otherwise identified in this authorization. All parking spaces must remain open on a first come, first use basis. Holder and participants are required to pay any applicable parking meter fees in Park. Holder is responsible for providing participants information regarding parking fees.
4. **COMPANY IDENTIFICATION.** Holder must visibly identify the company for which he/she works while conducting activities on Park property (e.g., hat logo, embroidered shirt, or other similar method). Clothing, hats and similar apparel worn by Holder are not considered advertising as identified in Special Park Condition #1 "Business Operations".
5. **EMPLOYEE RESPONSIBILITY.** Holder shall ensure that all employees entering the park are informed of all of the conditions of this authorization. Holder may be cited for any authorization violations committed by their employees. A copy of this authorization must be on-hand during all activities conducted within Park jurisdiction.
6. **BEHAVIOR, CONDUCT AND SAFETY.** Holder is required to exercise courtesy and consideration in their relations with the public, NPS employees, volunteers and other park agents. The Holder will review and correct the conduct of any of its employees whose actions or activities are considered by the Service to be inconsistent with the experience, enjoyment, and protection of visitors and stewards of public land. The Holder and all participants, authorized herein, must comply with all of the conditions of the authorization including all exhibits or amendments or written directions of the Superintendent. The Holder must, at all times, conduct activities so as to insure the safety of Park visitors.
7. **ORIENTATION.** Holder must provide an orientation to clients for the proposed itinerary and be capable of revising the itinerary for the group or an individual if an emergency situation occurs. The orientation must include acknowledgment of the Park location, Leave No Trace principles (as found at <http://www.nps.gov/features/wilderness/leavenotrace/popup.html>), Park rules/regulations, and safety/emergency procedures.
8. **MINORS.** For any minors who are not accompanied by a parent or guardian, Holder will have signed medical, parental/guardian release forms that will authorize such minor's emergency medical treatment. The signed medical releases must be on-site with the group leader(s). Emergency Procedures Plan (EPP) will be present and accessible to everyone in the group.
9. **SEPARATED PASSENGERS/RESCUES.** Holder is responsible for providing participants with necessary information to locate or contact their group if they become delayed or separated. Holder may not abandon their clients in the Park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to the National Capital Region Communications Center 866.677.6677, even if a call to 911 has already been placed.
10. **AREA USE.** This authorization is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein. Removal or disturbance of natural, cultural and historical resources is prohibited (e.g., pruning, trimming or cutting of vegetation, removal of soil or stone, or similar activities).
11. **DAMAGES.** Holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Holder is authorized to make of the land described in this authorization. The Holder is responsible for, and will be charged for, any costs incurred by the National Park Service to repair/rehabilitate any damages occurring to the Park's natural, cultural, and historic resources by this authorization.
12. **HEALTH AND SANITATION.** Holder will comply with applicable public health and sanitation standards and codes. Holder will promptly report information about any outbreaks of illness, whether employees or guests, to the Public Health Consultant at 202.641.5495. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify potential illnesses caused by contaminated water/food sources or by other adverse environmental conditions.
13. **NONEXCLUSIVE AUTHORIZATION.** Holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the Holder a preferential or exclusive right to conduct business in any NPS administered area. The National Park Service will not authorize the closing of a Park area to the public or permit the hampering of normal travel and use by the general public to accommodate this activity. Holder must ensure that all public access points within the Park remain open and unobstructed from activities authorized within this authorization.
14. **LIABILITY INSURANCE LAPSE OR CANCELLATION.** This authorization is suspended immediately if a lapse or cancellation of the Holders liability insurance were to occur.
15. **FIREARMS.** Holder and their employees are prohibited from carrying firearms while conducting business under this Authorization within the Park.
16. **REFUSE.** Federal regulations (36 CFR 2.14) require the proper disposal of refuse.
17. **ACCIDENTS/INCIDENTS.** Holder is required to immediately report any incidents or accidents that take place which involve injury and/or local jurisdiction emergency response. Initial notification will be made to National Capital Region Communications Center

866.677.6677, even if a call to 911 has already been placed. A written report regarding all accidents or incidents requiring emergency response must be submitted to the Park Concessions Management Specialist within 2 business days.

- 18. PARK CLOSURES.** Holder shall not use area when activities may damage Park resources or when closed to the public (e.g., inclement weather, soft ground, flood conditions, repairs, construction, or similar temporary/permanent closures).
- 19. THIRD PARTY OPERATIONS.** This authorization is granted solely to the Holder named herein. Transfer of this authorization to third party operators, independent contractors, and/or other similar agents not employed by the Holder is prohibited. Third party operators, independent contractors, or other similar agents not directly employed by Holder must obtain separate authorization(s) from the Park.
- 20. PARK INFORMATION.** The CUA Holder is encouraged to provide information about National Mall and Memorial Parks that is relevant and includes park themes, as well as information about the mission of the National Park Service. Park theme information is available on the park website at <http://www.nps.gov/nama>
- 21. ANNUAL REPORT.** Within thirty (30) days after December 31 of each partial or full calendar year of operation, the Holder shall submit an annual report which summarizes total in-Park visitor use and includes gross revenues for the reporting period. For the purpose of this authorization, gross revenues are defined as:
 - a) The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the authorization. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the authorization.
 - b) Gross receipts generated from subsidiary or other operations located outside of the Park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this authorization.

Specific Provisions – Water Transportation

1. A copy of the fully signed and executed Commercial Use Authorization permit and all terms and conditions must be carried on each water vessel while operating within the boundaries of the National Mall and Memorial Parks (NAMA). The commercial services authorized under this permit must originate and terminate outside of the boundaries of the park area. This permit does not authorize or allow the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.
2. All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the permit holder in connection with the services provided under this CUA must state the operator is an Authorized Permit Holder of the National Park Service.
3. All rates and charges to the public by the permit holder for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services authorized under this CUA.
4. The permit holder shall ensure that all its employees exercise courtesy and consideration in their relations with the public. Employees must be neat and clean in appearance and project a hospitable, positive, friendly and helpful attitude.
5. The permit holder does not have exclusive right for use of the designated landing area and agrees to cooperate and share the landing area with other NPS authorized permit holders without interference with those operations. The permit holder will schedule its operations in such a manner as to reduce congestion and waiting of boats at the landing area. Boats must unload and load passengers promptly. No parking, waiting or standing boats are allowed at the landing area. No overnight docking of boats is permitted. The permit holder will provide its written standard operating procedures ("SOPs") for loading passengers on and unloading passengers from its tour boats at the designated landing area to the NAMA Concessions office prior to commencement of operations.
6. The permit holder will ensure that all vessels used by the permit holder are properly registered, licensed and maintained in accordance with all applicable federal and state regulations. All vessels must meet or exceed USCG requirements for the class/size of the vessel. Each vessel must be equipped with a marine radio licensed by the Federal Communications Commission and a fully charged and inspected fire extinguisher. All equipment must be operational.
7. The permit holder must obtain the required USCG inspection for all vessels and provide a copy to the NAMA Concessions office at the time of application for this CUA or within 30 days of any inspection conducted during the operating season. In the event that any violations are identified in the course of these inspections that limit the ability of the permit holder to continue conducting operations, the permit holder will notify the Superintendent within 24 hours of receiving such notification of violation(s). The permit holder will conduct all emergency drills as required by the USCG.
8. Upon application of the CUA and within 48 hours of hiring a new Boat Captain or the renewal of the license of an existing boat captain, the permit holder will forward to the NAMA Concessions office a copy of the Boat Captain's current USCG issued operating license.
9. The permit holder will ensure that Captains and Mates are certified in First Aid and CPR. Each vessel must be equipped with a waterproof first aid kit. The Boat Captain and crew will be trained to handle all emergencies.
10. The permit holder must submit the following reports in addition to any others required in this CUA. These reports will be in Microsoft Word or Excel format.
 - (a) Management Listing.
The permit holder must provide the NAMA Concessions office a list of its key management and supervisory personnel, with office and emergency phone numbers for each when the permit is issued. The permit holder must submit updates of this list as personnel changes.
 - (b) Monthly Visitor Use Statistics
A report providing the following information must be submitted to the NAMA Concessions office no later than the 10th each of month throughout the operating season.
 - Number of landings per month

- Number of passengers disembarked and boarded per landing
This report must be sent even if the permit holder did not carry any passengers in a given month.

Specific Provisions Pedicab Operations

1. CUA ID cards must be worn by the permit holder and be visible at all times while operating a Pedicab within the National Mall and Memorial Parks. A lanyard and ID badge holder will be provided each time a CUA permit is issued. The fee for the reissue of a replacement CUA ID card is \$25.00.
2. A copy of the signed CUA permit form and these provisions must be carried at all times by the CUA Holder while operating within the National Mall and Memorial Parks.
3. The CUA Holder must carry a current valid government issued photo ID at all times while operating within the boundaries of the National Mall and Memorial Parks.
4. The commercial services described in this authorization are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park superintendent.
5. CUA permitted pedicab operators must be dressed in a professional manner at all times. A minimum of a clean shirt, pants (not to include sweat pants) and close toed shoes are required for all pedicab operators within the park.
6. Each pedicab operated by a CUA holder shall be kept painted and in a clean and sanitary condition, free of litter and debris, and at all times suitable for public transportation of passengers.
7. Pedicab Definition – Generally the definitions under the District of Columbia Regulation 18 DCMR 9901 have been adopted by the National Mall and Memorial Parks for all federal parkland under its authority.

Pedicab – a bicycle with a single frame that connects two (2) rear wheels and one (1) front wheel that is designed to be ridden by one (1) or more persons, that transports, or is capable of transporting, passengers on seats attached to the bicycle, and that is used for transporting passengers for hire.

Bicycle - a device which is propelled solely by human power; which is designed to be ridden by one (1) or more persons; which has a saddle or seat for each person that the device is designed and equipped to carry; which has a tandem arrangement of two (2) wheels (or is a device generally recognized as a bicycle though equipped with two front or rear wheels); and which has either one wheel at least twenty inches (20 in.) in diameter or is designed to be ridden on a roadway. This shall not include any device equipped with a motor or engine capable of propelling such device either exclusively or in combination with human power, whether or not such motor or engine is in actual operation. (D.C. Law 1-110).

In accordance with 36 CFR 1.4 (a), the National Mall and Memorial Parks Superintendent's Compendium, Section 1.1 defines Bicycle as every device propelled solely by human power upon which a person or persons may ride upon land having one, two, or more wheels, except a manual wheelchair. A Motor Vehicle means every vehicle that is self-propelled and every vehicle that is propelled by electric power but not operated on rails or upon water, except a snowmobile and a motorized wheelchair.

1. Since a pedicab is defined as a bicycle that may be propelled solely by human power, pedicabs with a motor of any kind (including "electric start or assist motors") are not allowed to operate on the National Mall and Memorial Parks.
2. Pedicabs with motors shall be deemed to be a motor vehicle and by definition will not be issued a Commercial Use Authorization for providing public commercial transportation within the National Mall and Memorial Parks.
8. Pedicab Safety Requirements – Generally most provisions under the District of Columbia Regulation 18 DCMR 1213 have been adopted by the National Mall and Memorial Parks for all federal parkland under its authority. The DCMR citation is shown for cross-reference purposes only.

Each pedicab shall meet the following safety requirements:

1. Any pedicab operated by a CUA Holder must be a commercially available manufactured unit with a unique "Vehicle Identification Number" (VIN) stamped into the frame. Pedicabs not meeting this condition that are otherwise inspected and approved or licensed for use by the District of Columbia may be utilized to transport passengers under this CUA.
2. No bicycle or tricycle may operate as a pedicab by pulling any kind of cart, trailer or other enclosed seating contraption behind the bicycle or tricycle.
3. The pedicab shall be equipped with: [18 DCMR 1213.4(c)(1)-(7)]
 - i. Passenger seat belts (either one (1) seat belt for each passenger or one (1) seat belt that covers all passengers);
 - ii. Hydraulic or mechanical disc or drum brakes, which shall be unaffected by rain or wet conditions;
 - iii. At least one (1) and no more than two (2) battery-operated head lamps which shall emit a steady or flashing white light visible from a distance of at least five hundred feet (500 ft.) from the front of the pedicab, under normal atmospheric conditions at the times that use of the head lamp is required;
 - iv. Battery-operated tail lamps mounted on the right and left areas of the rear of the pedicab, which, when operated, shall emit a steady or flashing red light visible from a distance of five hundred feet (500 ft.) to the rear, under normal atmospheric conditions at the times that use of the head lamp is required;
 - v. Turning lights;
 - vi. A bell or other device capable of giving a signal audible for a distance of at least one hundred feet (100 ft.); and
 - vii. Reflectors on the spokes of the wheels of the Pedicab.
4. A triangle shaped Slow Moving Vehicle (SMV) emblem which conforms to the American National Standard S276.8, shall be affixed to the rear of the pedicab as follows:
 - i. With one (1) point up;
 - ii. As close to the center as possible; and

- iii. No less than two feet (2 feet) and no more than six feet (6 feet) above the roadway surface as measured from the lower edge of the emblem.

9. Pedicab Operating Requirements – Generally most provisions under The District of Columbia Regulation 18 DCMR 1213 have been adopted by the National Mall and Memorial Parks for all federal parkland under its authority. The DCMR citation is shown for cross-reference purposes only.

Each Pedicab shall be operated in accordance with the following provisions:

1. Each Pedicab shall be operated in accordance with the roadway's traffic control devices (e.g., signs, signals, or signage).
 2. No Pedicabs will be operated or parked on any sidewalk except for the sidewalk on Lincoln Memorial Circle travelling north to south around the back side of the Lincoln Memorial (a map of this location is available upon request).
 3. No Pedicab will be operated or parked on the wide gravel visitor paths on the National Mall.
 4. It shall be prohibited for any person to solicit passengers verbally or by gesture, directly or indirectly, on park property.
 5. The maximum number of passengers a Pedicab may transport shall not exceed the number of available seats.
 6. All passengers shall be seated while the Pedicab is in motion.
 7. All Pedicabs must be fully stopped when passengers are loaded and off-loaded. [18 DCMR 1213.5(e)]
 8. No pedicab operator shall stop to load or unload passengers on the traffic- facing side of the pedicab, while occupying any intersection or crosswalk, or in such a manner as to unduly interfere with the orderly flow of traffic. All pedicab operators shall pull as close to the curb or edge of the roadway as possible to take on or discharge passengers. [18 DCMR 1213.5(f)]
 9. Pedicabs are prohibited from stopping, loading or unloading passengers or waiting on the northbound side of Lincoln Memorial Circle between the Memorial Bridge and Henry Bacon Drive. Pedicabs should advise their passengers to meet them at the pedicab stand on the South side of the Lincoln Memorial.
 10. Pedicabs are authorized to park in legal motor vehicle parking spaces in accordance with the limits displayed for the area in which they are parked.
 11. A pedicab shall not be parked, stopped or standing in any restricted zones identified for other vehicles, including, but not limited to, spaces reserved for disabled visitors, bus loading and unloading zones, taxicab standing zones, fire lanes and loading zones. However, a pedicab may utilize these spaces for the active loading and unloading of passengers as long as they are not obstructing access to these zones from authorized vehicles.
 12. Pedicabs are only allowed to stage/wait for passengers in those locations that are signed as "Pedicab Stand" (a map of these locations may be provided upon request). If a Pedicab Stand is full to capacity (there shall be no more than 3 pedicabs in a stand at any given time), any other pedicab operator intending to use that stand must seek another authorized location to stage until space becomes available. At all other times and locations (except while parked in a legitimate parking spot, while negotiating a fare or otherwise loading or unloading passengers), Pedicab must be in the active process of transporting passengers or otherwise traveling with traffic.
 13. A pedicab shall not be tied, cabled, or otherwise attached to a parking meter, street light pole, tree or other public space asset. [18 DCMR 1213.5(h)]
 14. At any time from one half (1/2) hour after sunset to one-half (1/2) hour before sunrise, and at any other time when, due to insufficient light or unfavorable atmospheric conditions, a pedicab shall be operated with a headlamp of sufficient intensity to reveal a person or a vehicle at a distance of three hundred feet (300 ft.), and a tail lamp capable of being seen from a distance of five hundred feet (500 ft.).
 15. No one shall operate or be in control of a pedicab while the person's alcohol concentration is eight hundredths of a gram (0.08 g.) or more either per one hundred milliliters (100 ml.) of blood or per two hundred and ten liters (210 L.) of breath or is one tenth of a gram (0.10 g.) or more per one hundred milliliters (100 ml.) of urine, or while under the influence of intoxicating liquor or any drug or any combination thereof, or while the ability to operate a vehicle is impaired by the consumption of intoxicating liquor. [18 DCMR 1213.6]
 16. The CUA Holder will not transport passengers with open containers of alcohol or allow passengers to consume alcohol while riding in a pedicab the CUA Holder is operating;
 17. The CUA Holder is prohibited from using cell phones, and any other communication device while carrying passengers, including texting.
 18. The CUA Holder may not use headphones, ear buds or other devices that limit the ability of the operator to hear other vehicles, passengers, pedestrians, emergency vehicles etc.
10. Rates for pedicab – All fares must be negotiated with the visitor prior to departing with the visitor. Signs displaying the following statement in 48pt font must be posted in front of the passenger's seat and be clearly visible to the passengers: "The driver of this pedicab is required to negotiate all fares prior to departing on your trip." The posted sign will also include the following statement in 28pt font: "Please contact the National Mall and Memorial Parks with and comments or concerns about your experience at Commercial_Services_NAMA@nps.gov." A copy of this sign will be available in Attachment A of the CUA.

ATTACHMENT A
Authorized Services & Required Licenses, Registrations and Training Certificates

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION
Water Transportation	<ol style="list-style-type: none">1. The permit holder will provide the NAMA Concessions office a copy of the Boat Captain's current USCG issued operating license.2. The permit holder will provide the NAMA Concessions office with a copy of all of the Captains and Mates Certification in First Aid and CPR.3. Management Listing- The permit holder must provide the NAMA Concessions office a list of its key management and supervisory personnel, with office and emergency phone numbers for each when the permit is issued. The permit holder must submit updates of this list as personnel changes.4. The permit holder will ensure that all vessels used by the permit holder are properly registered, licensed and maintained in accordance with all applicable federal and state regulations. All vessels must meet or exceed USCG requirements /size of the vessel. Each vessel must be equipped with a marine radio licensed by the Federal Communications Commission and a fully charged and inspected fire extinguisher. All equipment must be operational.

ATTACHMENT B **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 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).

Automobile Liability Insurance

If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Automobile Liability insurance. 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

** Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).*

Commercial auto insurance provides:

1. Liability insurance, which includes coverage for bodily injury, property damage, uninsured motorists, and underinsured motorists;
2. Physical damage insurance, which includes collision insurance; and;
3. Other coverage, which includes medical payments, towing and labor, rental reimbursement, and auto loan coverage.

Taxis that do not provide tour services are only required to have Auto Liability insurance. The Commercial General Liability covers out of vehicle activities and taxis do not provide out of vehicle activities.

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 C
Fee Schedule and Payment Information

An Application Fee of \$200.00 is due before the CUA can be processed. Fees should be paid online at the website <https://pay.gov/public/search/global?searchString=national+mall&formToken=026fd64b-c4c8-41e2-923f-8aba5ff534e9> from a computer or a mobile device. Pay.gov is a convenient, safe method to pay your fees owed via ACH (automatic bank withdrawal), Debit or Credit Card. If you have any questions, please contact Karl Gallo, Concessions Management Specialist, at (202) 245-4712 or via email karl_gallo@nps.gov during normal business hours.