**The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include receipt for the nonrefundable application fee when submitting this application (see #14). Mail completed hard copy application to the above address. Applications accepted from January 1 – May 1. Applications received after May 1 will not be processed.**

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

Backpacking Mountaineering

Bicycling Scuba Diving Classes

Day Hiking Ski Touring (Cross Country Skiing)

Fishing Snowshoeing

Horse or Llama Packing/ Drop Camp Stand-up Paddle Boarding

Horseback Riding Photography Workshop

Kayaking/ Canoeing Trailhead Shuttle

Van or Bus Tours (Guided)

1. Respond “No” or list other parks where you will be providing this service.
2. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
3. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
4. 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.
5. Check the box that identifies your type of business.
6. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
7. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
8. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel liability insurance, if required by law, or if visitors are transported by vehicle/vessel within the park, or if vehicle/vessel 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”.
9. Provide a description of and registration number of each vehicle/vessel/ you will utilize during the course of the proposed commercial service.
10. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by “Attachment A”.
11. 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.
12. 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).
13. Include receipt for online payment of the $100 Application/Administrative Fee. Call park to obtain CUA number and submit fee at <https://www.pay.gov/public/form/start/77415549> (see “Attachment C” – Fee Schedule and Payment Information).
14. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

**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. 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. **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**: 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 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 at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. 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. (see “Attachment E” Commercial Use Authorization Annual Report)
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 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.

**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 contract 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. (See “Attachment D” – Visitor’s Acknowledgment of Risk form.)

**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 Services", 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.

**Attachment A: List of Approved Services and Required Documentation**

**Attachment B: Insurance Requirements**

**Attachment C: Fee Schedule and Payment**

**Attachment D: Visitor’s Acknowledgment of Risks**

**Attachment E: Commercial Use Authorization Annual Report and Wilderness Summary**

**Attachment F: Example CUA**

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:** *[See list of approved services in attached instructions]*

**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. 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:

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”). Auto Liability insurance is also required at the 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 |
| **Vehicle Insurance**  **(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 in State of operation, whichever is greater.*

1. Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, 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/Rent** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

| **Make/Model of Vessel** | **Registration Number or USCG Documentation** | **Length** | **Max # Passenger Capacity** | **Own/Rent** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**11. Employee Licenses and Certifications:**

Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver’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:**

Please include receipt for the online payment of Application/Administrative Fee as outlined in Attachment C.

1. **Signature:**

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

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

**THE FOLLOWING ADDITIONAL ITEMS MUST BE SUBMITTED WITH YOUR SIGNED APPLICATION:**

**1. Operating Plan. At a minimum include:**

* Description of proposed services to be provided;
* Detailed itineraries for each planned trip showing their beginning and ending dates, routes and trailhead entries and exits, group sizes, and camping locations;
* Season or main period(s) of operation;
* Description of client base or target audience;
* Description of motorized equipment, watercraft, or stock use (if any);
* Description of your requirements for employment, staff training programs, etc.;
* Outline of environmental education information that will be provided to your clients;
* Sanitation precautions/procedures that apply to your service;
* Lesson plan in Leave No Trace practices, park rules and regulations, and other resource protection measures.

**2. Identification for ALL paid and unpaid staff who will be working under your CUA:**

* Copy of current resume showing their qualifications;
* Two medical certifications with clearly discernable expiration dates: Copy of a current (a) CPR card and a current (b) First Aid, Wilderness First Aid, or Wilderness First Responder card;
* Copy of a current food handler’s card for each staff member who prepares food for trip clients or instructs clients on preparing food during the trip.

**Please do not send copies of driver’s licenses, social security cards, or passports.**

**You must notify us in writing of any staff changes during your operating season*.***

**3. Current brochure and advertising materials or information about advertising, e.g., websites, etc.**

**4 Description of client charges and fees, and what the charges cover. Attach rate sheet.**

**5. Certificate of Insurance meeting NPS requirements. The U.S. Government must be included as the certificate holder and be named as additional insured on the certificate as follows:**

***U.S. Government, National Park Service***

***Olympic National Park***

***Attn: Concession Specialist***

***600 East Park Avenue***

***Port Angeles, WA 98362***

**6 Risk Management Plan. This must include, but is not limited to, evacuation and emergency procedures, contact points, use of cellular or satellite phones, first aid equipment and training, etc.**

**7. Firearms policy for staff and clients.**

**8. Visitor’s Acknowledgement of Risks form (blank form attached—Attachment D). The NPS does not allow use of a liability waiver form, insurance disclaimer, and/or indemnification agreement for park trips.**

**9. A $100.00 non-refundable application/administrative fee paid online at the time of application,** [**https://www.pay.gov/public/form/start/77415549**](https://www.pay.gov/public/form/start/77415549)**.**

**10. Hard copy of application must be mailed to the following address (do not email or fax):**

**Olympic National Park**

**Attn: Concession Assistant**

**600 East Park Avenue**

**Port Angeles, WA 98362**

### ATTACHMENT A

### Authorized Services & Required Licenses, Registrations and Training Certificates

| **AUTHORIZED COMMERCIAL SERVICE** | **REQUIRED DOCUMENTATION** |
| --- | --- |
| Backpacking  Bicycling  Day Hiking  Fishing  Horse or Llama Packing/ Drop Camp  Horseback Riding  Kayaking/ Canoeing  Mountaineering  Scuba Diving Classes  Ski Touring (Cross Country Skiing)  Snowshoeing  Stand-up Paddle Boarding  Photography Workshop  Trailhead Shuttle  Van or Bus Tours (Guided) | List of guides (Excel format preferred) and copy of resumes. CPR **and** First Aid, Wilderness First Aid, or Wilderness First Responder certification with clearly discernable expiration date. Food Handler’s card if guide will prepare for clients or instruct clients in preparation of food. |

### 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, but, in any event the minimum liability insurance will be **$500,000 per occurrence and $1,000,000 general aggregate** covering bodily injury and property damage. Refer to the Risk Profile Table below for minimum amounts. Liability insurance policies must name the United States of America as additional insured and as the certificate holder. The business or person that is providing the service must be the named insured (policy holder).

|  |  |  |
| --- | --- | --- |
| **Liability Insurance** | **Minimum per Occurrence**  **Liability Limits** | **General**  **Aggregate** |
| Mountaineering, Horse or Llama Packing/Drop Camps, Horseback Riding, Scuba Diving Class | $1,000,000 | $2,000,000 |
| Backpacking, Day Hiking, Photography Workshop, Ski Touring (Cross Country Skiing), Trailhead Shuttle, Fishing, Kayaking/Canoeing, Snowshoeing, Stand-up Paddle Boarding, Van or Bus Tour (Guided) | $500,000 | $1,000,000 |

**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 auto liability insurance is reflected in the following table:

| **2018 Vehicle Insurance**  **(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 in State or operation, whichever is greater.

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 additionally insured
* Show the United States as the certificate holder
* Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
* Reflect required additional insurances (commercial vehicle, vessel, 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

1. **Application fee** – $100. Paid online by **new CUA holders** and CUA holders who have taken a break of a year or more from maintaining an active CUA in the park. Call park to obtain CUA number and submit fee at <https://www.pay.gov/public/form/start/77415549>.
2. **Administrative Fee** – $100. Paid online by **returning CUA** holders who held an active CUA in the year immediately prior. Submit fee at <https://www.pay.gov/public/form/start/77415549>.
3. **Cost Recovery Fee** – Monitoring fee calculated at 3% of gross receipts generated from commercial activities in the park the previous year. Paid online by **returning CUA holders** who held an active CUA in the year immediately prior. Submit fee at <https://www.pay.gov/public/form/start/77415549>.
4. **Entrance Fee** – Paid at the entrance station by **all CUA groups**. $15 per person (16 and over), valid for 7 consecutive days. The CUA will cover the entrance fees for your staff members who are bringing the group into Olympic National Park. The driver is required to stop at the entrance station and show the fee collector the CUA and a list of staff working under the CUA along with a picture ID for verification. CUA clients will be required to pay the regular entrance fee or show a National Parks pass. The pass can be used to cover three other adults travelling together.

1. **Wilderness Camping Permit** – $8 per person (16 and over), per night. Paid by CUA holders guiding overnight backpacking trips in the park. Must be obtained two weeks in advance of trip from the Port Angeles Wilderness Information Center (WIC) after CUA has been finalized. Note that Olympic National Park may be implementing an online reservation and permit system sometime in 2019. Monitor https://www.nps.gov/olym/planyourvisit/wilderness-reservations.htm for any changes to the permit fee structure or process.

**ATTACHMENT D**

**VISITOR’S ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of **LIST FULL NAME OF BUSINESS** their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “**LIST ABBREVIATED NAME OF BUSINESS**,” I agree as follows:

Although **LIST ABBREVIATED NAME OF BUSINESS** has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, **LIST ABBREVIATED NAME OF BUSINESS** has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

**LIST ABBREVIATED NAME OF BUSINESS** does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

**DESCRIBE RISKS OF ACTIVITY IN THIS SPACE**

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Under 18, signature of parent or guardian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

A report is required for each Commercial Use Authorization (CUA) issued. These instructions correspond to the numbered questions in Form 10-660.

1. Enter the contact information for the holder and primary contact as written on the CUA.
2. Enter the service the holder is authorized to provide as it appears on the CUA.
3. Enter the number of clients who made use of the commercial services provided under this CUA. Note: If you already submit monthly reports, we only require you to add the monthly reports together.
4. Enter the average number of hours or days a customer spends in the park engaging in your service.
5. Check the box that best describes the level of importance the park plays in providing the commercial services authorized under this CUA.
6. Enter the percentage of time clients spend in the park when engaged in the commercial service authorized under this CUA.

Example: If you take clients on ten (10) mile rafting trips and eight (8) of the ten (10) miles are inside the park, then 80% of the activity takes place in the park OR If you spend four (4) hours on a hike and the last hour is hiking outside the park then you spend 75% of the activity in the park.

1. Enter total gross receipts for the holder (applicant) for the most recent business year. This is the total gross receipts the company brought in, regardless of whether or not the gross receipts are a result of the service provided under this CUA. Enter the total amount in US dollars. Gross receipts will not be made public by the Service except in accordance with law.
2. Enter the portion of gross receipts that are a result of providing the service authorized under this CUA. Enter the total amount in US dollars. Gross receipts will not be made public by the Service except in accordance with law.

Example: If the park is the exclusive destination for clients participating in the services provided, then 100% of the holder’s gross receipts are a result of visiting the park. If the services provided within the park are primary or incidental, or the visit to the park is part of a multi-destination tour, then estimate what percentage of gross receipts are directly attributable to visiting the park.

1. Provide details of any reportable injuries incurred by the holder, the employees of the holder, or clients within the park during the term of this CUA.
2. Check the box to indicate interest in applying for a CUA when this one expires.
3. Signature of business owner or authorized agent.

**For Calendar Year: 2019**

**DUE BY: March 1, 2020**

1. CONTACT INFORMATION:

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

*Business Name* *Email* (business)

*Mailing Address*  Winter  Summer

(Street Address) *Email* (contact person)

(City, State, Zip Code)

*Phone*  Winter  Summer *Fax*  Winter  Summer

2. SERVICES PROVIDED: *(As it appears on your authorization.)*

**VISITOR USE INFORMATION**

3. VISITORS AND/OR TRIPS:

Enter the number of clients serviced within the park over the past year:

Enter the number of trips (if applicable) your company made to the park over the past year:

4. LENGTH OF STAY: *(If applicable)*

Enter the average length of time your clients were in the park as a result of the service you provided *(if applicable)*. For day trips, show the average number of hours that you spend in the park per trip. For overnight trips show the average number of nights that you spend in the park per trip from the first travel day to the last day exiting the park.

Average hours per trip:

*(Trips that use lodging outside of the park are considered day trips.)*

Average number of nights per trip:

(Use table on Page 2 to report total visitor use numbers.)

**GUIDED TRIPS:**

| **Month** | **Number of Trips** | **Number of Visitors** | **Number of Guides1** |
| --- | --- | --- | --- |
| January |  |  |  |
| February |  |  |  |
| March |  |  |  |
| April |  |  |  |
| May |  |  |  |
| June |  |  |  |
| July |  |  |  |
| August |  |  |  |
| September |  |  |  |
| October |  |  |  |
| November |  |  |  |
| December |  |  |  |
| **TOTAL:** |  |  |  |

1 The number of times the guides led trips. If there are 2 guides on each trip and 5 trips, the total number of guides is 10.

5. The park is:

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

a **KEY DESTINATION** or a **SIGNIFICANT LOCATION.** (This means it is one of several sites where your services are provided. Some percentage of your trip is a result of being in the park.)

6. What percentage of the service you provide is a result of visiting the park?

**FINANCIAL INFORMATION**

7. Enter the total gross receipts for your operation:

8. Enter the portion of the total gross receipts earned resulting from visiting the park:

*(See Instructions)*

**INJURY INFORMATION**

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

**If “Yes”**, please use a separate sheet of paper to report the date of the incident and a brief statement of the incident. Include a description of the activity taking place at the time of the injury, the type of injury, and the action taken to provide patient care. Please include the sex and age of the patient (omit the patient’s name). A reportable injury involves any medical incident or injury requiring medical aid beyond Basic First Aid and/or when a request for medical aid/rescue assistance is made. You do not need to send in a report if you have already done so.

**RETURNING**

10.  Our company plans to return next year.  Our company does not plan to return.

11. **SIGNATURE:** **False, fictitious or fraudulent statements or representations made in this report may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). 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 U.S.C. 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 impact to park resources and compliance with park regulations and limitations. 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.

**Estimated Burden Statement**

We estimate that it will take approximately 1.25 hours to prepare a report, including time to review instructions, gather and maintain data, and complete and review the report. 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 Rm. 2C114, Reston, VA 20192. Please do not submit your form to this address, but rather to the address at the top of the fo

**OLYMPIC NATIONAL PARK**

**COMMERCIAL USE AUTHORIZATION**

**WILDERNESS TRIP SUMMARY**

**Provide the following information using one page for each trip conducted**:

Trip leaders/guides (staff)

Trip dates: From       To

Please answer the following questions. ***Attach additional sheets if necessary***.

Number of clients       Total party size (guides + clients =)

Number of stock       Type of stock

Stock used only for supply drops? Yes       No

Location(s) of entries

Location(s) of exit(s)

Location(s) completed Wilderness Camping Permit(s)

Ranger-issued permit? Yes       No

Activity summary:

Consumptive activities (fishing, berry picking, campfires, etc.):

Volunteer work performed:

Problems/challenges encountered:

Impacts observed:

Contact made with NPS ranger? Yes       No

Location of contact (WIC, frontcountry office, backcountry ranger station, campsite, etc.):

**WILDERNESS TRIP SUMMARY, CONTINUED**

**(Note: Consolidate trips on this page)**

|  |  |  |
| --- | --- | --- |
| DATE | CAMPSITE LOCATION | STOCK GRAZING LOCATION |
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**Form 10-115 UNITED STATES DEPARTMENT OF THE INTERIOR**

**Rev. 11/15/2016 National Park Service**

**OLYMPIC NATIONAL PARK**

**Park Contact: Sue Mayo, Concession Assistant**

**Phone Number: (360) 565-3028**

**COMMERCIAL USE AUTHORIZATION**

Under the Authority of PL 105-391, Section 418 (54 USC § 101925)

**1. Authorized Activity: Permit Number:**

**FOR EXAMPLE ONLY, DO NOT FILL IN Park Alpha-Number**

**2. Authorization Holder Information: Auth Date/Time:**

**Business Name:**

**Contact Name: Expiration Date/Time: 12/31/2019**

**Address:**

**Name of Area: Olympic National Park**

**Phone and Fax: (If applicable)**

1. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization):
2. **Summary of authorized activity:** (see attached sheets for additional information and conditions)

**Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

**In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area

1. **NEPA/NHPA Compliance:**

Categorical Exclusion  EA/FONSI  EIS  Other Approved Plans PEPC NUMBER:

1. **Reasonable fee:** (Cost recovery required at a minimum)

Application Fee:  Required Amount $100 Received\_\_\_\_\_\_\_\_

Administrative Fee:  Required Not Required Amount $100

Management Fee: Required Not Required Amount 3% of gross receipts

Market Price: Required Not Required Amount \_\_\_\_\_\_\_\_\_\_\_\_

Other Fee (Facility Use Fee, Gate Access or Other): Required Not Required Amount \_\_\_\_\_\_\_\_\_\_\_

1. **Insurance:**

Liability: Required Not Required Coverage Amount $500K/$1M

Auto: Required Not Required Coverage Amount See Appendix B for

minimum required

coverage.

Boat: Required Not Required Coverage Amount\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Airplane: Required Not Required Coverage Amount\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ISSUANCE of this authorization is subject to the conditions below**. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

1. **Signatures**

Authorization Holder:

Signature Title Date

Authorizing NPS Official:

Signature Title Date

Authorizing NPS Official:

(additional if required) Signature Title Date

**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 template Acknowledgment of Risk may be found at this website https://www.nps.gov/olym/getinvolved/dobusinesswithus.htm or may be obtained by contacting the CUA office at 360-565-3028.

**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.

**APPENDIX A**

**OLYMPIC NATIONAL PARK**

**COMMERCIAL USE AUTHORIZATION**

**SPECIAL PARK CONDITIONS**

**ALL CUA HOLDERS**

1. This authorization will not be transferred, extended, or assigned under any circumstances. Services cannot be subcontracted to anyone else, e.g., horse packers, llama packers, etc. These operators are required to have their own separate authorization.

2. The CUA holder and all trip clients authorized herein must comply with all of the conditions of this authorization including all exhibits, amendments, written directions, and Olympic National Park Superintendent’s Compendium. Violation of the conditions of the CUA may result in revocation, modification, or permanent exclusion from future CUA activity.

3. CUA application or renewal packages must be received by the Superintendent a minimum of one month prior to the first trip in the park or no later than May 1, whichever occurs first. **Application or renewal packages received at the park after May 1 will not be processed for the year.**

4. The holder will provide the Superintendent with an Operating Plan for approval, which will include:

a. Description of proposed services to be provided;

b. Detailed itineraries for each planned trip showing their beginning and ending dates, routes with trailhead entries and exits, group sizes, and camping locations;

c. Season or main period(s) of operation;

d. Brief description of client base or target audience;

e. Description of motorized equipment, watercraft, or stock use (if any);

f. Outline of environmental education information that will be provided to your clients;

g. Sanitation precautions/procedures that apply to your service;

h. Lesson plan in Leave No Trace practices, park rules and regulations, and other resource

protection measures.

5. The holder will provide the Superintendent with a list of the paid and unpaid staff who will guide in the park, along with current resumes showing their qualifications and a copy of certifications. The certifications will include two medical certifications: a current (a) CPR card and a current (b) First Aid, Wilderness First Aid, or Wilderness First Responder card for each staff member on the trip. A food handlers card for each staff member is also required if they are preparing food for your trip clients or instructing them on preparing food. **Each staff member will carry a copy of all required certifications with them at all times while guiding in the park.** The park will be notified in writing of any staff changes during the operating season, and current resumes and certifications will be submitted for new staff. A Wilderness Camping Permit will not be issued for a group without valid certifications for every staff member in that group.

6. The CUA holder will file with the Superintendent copies of advertising brochures or other handouts describing trips in the park. The holder must have a valid CUA to advertise park trips.

7. The holder will provide the Superintendent a current Risk Management or Safety Plan covering park trips.

8. Commercial Use Authorization Annual Report. Within sixty (60) days after the end of each year from the effective date of this authorization, the holder will submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the year. A copy of the Annual Report may be found at this website

https://www.nps.gov/olym/getinvolved/dobusinesswithus.htm. 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 this 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.

9. This authorization is applicable only for the use of the area(s) and term(s) designated.

10.  The Superintendent may prohibit the CUA holder from using areas of heavy use during certain periods of the year.  When camping or traveling off-trail, CUA groups will vary routes from year to year.  CUA holders will not camp in non-designated campsites where human caused impacts are noticeable.

11. It is expressly agreed and understood that this CUA 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.

12. The CUA holder or staff must provide all clients with an orientation prior to the trip which emphasizes safety; camping in animal habitats; Leave No Trace principles; park rules and regulations; and the nature, demands, and dangers of the trip. Non-compliance with park regulations by the CUA holder and/or its client(s) will be grounds for:

a. The CUA holder and/or its client(s) who committed the violation(s) may be individually cited for the

violation(s);

b. The CUA may be revoked for violations by the CUA holder and/or its client(s).

13. All accidents/incidents resulting in personal injury or illness requiring evacuation and/or more than first aid treatment, or damage to park resources, will be reported to park dispatch (360-565-3000 ext. 0) as soon as reasonable, but no more than 24 hours following the incident. The CUA holder is responsible for ensuring that all clients are safely equipped and properly clothed prior to the trip. Each group must carry a first aid kit.

14. 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. The holder will be liable for any damages to property of the United States resulting from the activities authorized hereunder.

15. The CUA holder will ensure that all clients on their trip minimize impact while camping and traveling.  The holder will educate its staff and clients about vulnerable subalpine and alpine plant communities in Olympic National Park and will include an outline of this “environmental education” curriculum in its Operating Plan submitted with the CUA application. Clients must travel and congregate on durable surfaces (dirt, gravel, rock, snow, forest duff, sedges and grasses); group members traveling off trails must spread themselves out to disperse impacts while hiking on vegetation and where possible, avoid walking on heather and huckleberry. Groups should make every effort to plan to camp where they know unvegetated camps exist.  Groups must situate tent sites and common areas for gathering and cooking on bare ground (unvegetated surfaces such as dirt, gravel, rock, snow, or forest duff) or on resilient vegetation such as sedges or grasses if bare ground is not available.  Individuals must travel between tent sites and these common areas on durable surfaces.  Camping on meadows of heather (genus Phyllodoce), huckleberry (genus Vaccinium), Partridge Foot (Leutkea pectinata), lilies (genus Erythronium), Sitka Valerian (Valeriana sitchensis), or other fragile vegetation is prohibited

16. Every group is required to carry a copy of this authorization while operating in the park, and this copy must be presented to park officials at fee stations and upon request. The CUA holder will ensure that every staff member reads and understands the contents and conditions of the CUA.

**WILDERNESS (BACKCOUNTRY) OPERATIONS**

1. **Rules and Regulations.** The CUA holder will monitor their staff’s knowledge of and compliance with the Wilderness Trip Planner at http://www.nps.gov/olym/planyourvisit/wilderness-trip-planner.htm; the Superintendent’s Compendium posted at <http://www.nps.gov/olym/planyourvisit/guiding-in-the-park.htm>; and the “Special Park Conditions” section of the CUA also posted at <http://www.nps.gov/olym/planyourvisit/guiding-in-the-park.htm>. Questions about park rules and regulations may be directed to staff at the Wilderness Information Center (WIC) in Port Angeles by calling (360) 565-3100 or by emailing OLYM\_WIC@nps.gov.

2. **Wilderness Camping Permit**. One staff member will represent the CUA holder by holding a Wilderness Camping Permit that authorizes the group to camp overnight in Olympic National Park. This permit is separate from the Commercial Use Authorization.

a. All Wilderness Camping Permits must be requested from and confirmed by the Port Angeles WIC. Self-registering at trailheads or ranger stations is not allowed. Any changes to your Wilderness Camping Permit must be approved by the Port Angeles WIC. Application for a Wilderness Camping Permit must be initiated with the CUA/SUP Permit Request Form located at <http://www.nps.gov/olym/planyourvisit/guiding-in-the-park.htm> and sent to the WIC at least two weeks prior to the start date of each trip. These will be accepted by email or postal mail only. Staff must identify themselves as operating under a CUA when requesting issuance of a Wilderness Camping Permit. Note that Olympic National Park may be implementing an online reservation and permit system sometime in 2019. Monitor https://www.nps.gov/olym/planyourvisit/wilderness-reservations.htm for any changes to the permit process.

b. In areas where permits are limited, Permits Request Forms are accepted starting February 15 each year for trips taking place during the limited use season (May 1 through Sept. 30). Please see the Wilderness Trip Planner Trail and Campsite Map for locations where Wilderness Camping Permits are limited. It is recommended that permits for these locations be set up well in advance. For locations where they are not limited, reservations are not available, but permits can be set up for the season starting February 15. A “Wilderness Permit Confirmation Letter” will be emailed if the Permit Request Form is accepted and confirmed; this letter is not a Wilderness Camping Permit, and the permit must be issued through the WIC or other ranger station. Except for groups arriving without sufficient time at the end of the day to process a permit, Wilderness Camping Permits can also be obtained in person at the WIC in Port Angeles.

c. Before the WIC will take your wilderness reservation or issue a Wilderness Camping Permit, your CUA must be finalized. To be considered finalized, the park’s Concession Office must have on file your signed CUA, an up-to-date list of staff showing their required certifications with the expiration dates, copies of staff certifications, and copies of staff resumes. Staff certifications must be mailed, faxed, or emailed to the Concession Office no later than 30 days prior to the first day of your hike. **Each staff member will carry a copy of all required certifications with them while guiding in the park.** **The WIC will not make any phone calls, arrange last-minute faxes, nor make special arrangements of any kind if the staff arrives unprepared.**

d. Persons acting under a CUA who are not camping with the staff member named on a Wilderness Camping Permit are required to obtain a separate Wilderness Camping Permit through the WIC.

3. **Food Storage.** All of Olympic National Park is designated as a secure food storage area. All food, garbage, and scented items must be properly stored at all times. Proper food storage methods are addressed at

<http://www.nps.gov/olym/planyourvisit/wilderness-food-storage.htm>. All refuse will be packed out. Packers transporting food and other scented items for groups must fulfill food storage requirements until the load is transferred to the group receiving it.

a. In the following areas, park approved animal resistant food containers (bear canisters) are the only authorized food storage method: on the wilderness coast (Hoh River to north boundary at Shi-Shi); Royal Basin area from the Lower Meadow (.75miles below Royal Lake) to and including Upper Royal Basin and Deception Basin; Sol Duc River drainage/Seven Lakes Basin High Divide Loop area to include all camps adjacent to and enclosed by the Deer Lake Trail, High Divide Trail, Lunch Lake Trail, Sol Duc River Trail, Mink Lake Trail, East High Divide Trail, and Cat Basin Way Trail; and in all other areas where food cannot be hung at least 12 feet high and 10 feet suspended horizontally from any fixed object. All food, beverages (except plain water), garbage, and scented items must be stored in park approved bear canisters.

b. In all other park areas, the holder will only use park approved bear canisters for food storage for all trips when the duration of the trip is four (4) nights or fewer. If the duration of the trip is greater than four (4) nights, a combination of bear canisters and park bear wires may be used. In this case, each person must carry at least one bear canister. If the group has food, beverages (except plain water), garbage, and scented items that do not fit in these canisters, the group may hang these items using park bear wires. In areas without bear wires, all food, beverages (except plain water), garbage, and scented items that do not fit in bear canisters (minimum one per person) must be suspended a minimum of 12 feet from the ground and 10 feet out from the nearest tree trunk. At least 100 feet of rope is recommended for hanging food properly.

c. Bear canisters borrowed from the WIC or other park permit offices must be returned clean and to the location specified at the time the permit is issued. Failure to comply will result in the loss of the privilege to use park-owned bear canisters.

4. **Inspection**. Prior to entering the backcountry, all staff and clients will inspect boots, backpacks, bicycles, and equipment for plant parts, mud, or other materials that could harbor weed seeds. All equipment will be appropriately cleaned before entering the park to prevent the spread and introduction of non-native plants.

5. **Experience Requirement.** At least one member of staff must have experience in the wilderness (backcountry) areas in which they guide.

6. **Staff-to-Client Ratio.** Each wilderness (backcountry) trip will be accompanied by one staff member for each eight visitors or fraction thereof, with a maximum group size of 12 persons, which includes the staff.

7. **Pets, Wheeled Devices, and Firearms.** Pets, bicycles, and other wheeled devices are not allowed in the Olympic National Park wilderness (backcountry). CUA holder will create a firearms policy for their staff and clients and provide a copy to the park.

8 **Caches Prohibited.** Equipment or food caches (items left unattended for more than 24 hours) are prohibited within Olympic National Park.

9. **Public Health.** To ensure minimum standards for public health are maintained in the wilderness (backcountry) where front country standards are not achievable, the holder conducting backpacking trips is “required” to comply with the guidelines of the U.S. Public Health Service (USPHS) for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting in backcountry operations. For additional information, go to: http://www.nps.gov/public\_health/info/rms/rm83f.pdf. Staff for each trip or group are “required” to be a certified food handler if they are preparing food for the clients or instructing clients on preparing food during the trip. Staff will carry a copy of their food handler’s card while guiding in the park. A food service worker training card issued by a state, county, or local health department will be accepted

**APPENDIX B**

**OLYMPIC NATIONAL PARK**

**COMMERCIAL USE AUTHORIZATION**

**INSURANCE**

1. **Insurance Requirements**. The CUA holder will 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 CUA holder and his/her employees or agents under this authorization. The CUA holder will annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and will provide the Superintendent ten (10) days’ written notice of any material change in the authorization holder’s insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the CUA holder proves to be inadequate or otherwise insufficient for any reason whatsoever**.**

2. **Liability Insurance**.

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

|  |  |  |
| --- | --- | --- |
| **Liability Insurance** | **Minimum per Occurrence**  **Liability Limits** | **General**  **Aggregate** |
| Mountaineering, Horse or Llama Packing/Drop Camps, Horseback Riding, Scuba Diving Class | $1,000,000 | $2,000,000 |
| Backpacking, Day Hiking, Photography Workshop, Ski Touring (Cross Country Skiing), Trailhead Shuttle, Fishing, Kayaking/Canoeing, Snowshoeing, Stand-up Paddle Boarding, Van or Bus Tour (Guided) | $500,000 | $1,000,000 |

b. **Automobile Liability.** Coverage is required for all owned, non-owned, and hired vehicles if you are transporting clients into the Park or if the vehicle is used in the performance of the authorized service in the park.

|  |  |
| --- | --- |
| **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 in State of operation, whichever is greater.*

c. **Worker’s Compensation.** Statutory Worker’s Compensation and Employees’ Liability as required by the State of Washington.

d. All liability policies will specify that the insurance company will have no right or subrogation against the United States of America and will provide that the United States of America is named as additional insured.

3. **Insurance Companies**. Coverage provided by insurance companies must meet the following minimum requirements:

a. 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).

b. All insurers for all coverages must have a Best’s Financial Size Category of at least VIII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition).

c. All insurers must be admitted (licensed) in the State in which the entity is domiciled.

4. **Certificate of Insurance.**

a. The “U.S. Government, National Park Service, Olympic National Park, Attn: Concession Office, 600 East Park Avenue, Port Angeles, WA 98362” must be shown in the certificate holder section of the Certificate of Insurance and be named as **additional insured**. The **services authorized** by the CUA and covered by the insurance must be stated in the description of operations section of the Certificate of Insurance. The **policy number** must appear on the Certificate of Insurance; binders are unacceptable. **The Certificate of Insurance for all Liability and Worker’s Compensation Insurance must contain a 30-day cancellation clause.**

b. It is the responsibility of the CUA holder to ensure that a current, correct copy of all Certificates of Insurance is always on file in the Park Concessions Office. Failure to provide a current, correct copy of all Certificates of Insurance for the duration of the CUA will result in immediate suspension of the CUA.

c. The CUA holder is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized, and contain the required 30-day cancellation clause.

d. The name on the certificate of insurance must match your business name, including any names used under “doing business as.”

**APPENDIX C**

**OLYMPIC NATIONAL PARK**

**COMMERCIAL USE AUTHORIZATION**

**FEES & PERMITS**

1. **Application fee** – $100. Paid online by **new CUA holders** and CUA holders who have taken a break of a year or more from maintaining an active CUA in the park.
2. **Administrative Fee** – $100. Paid online by **returning CUA** holders who held an active CUA in the year immediately prior.
3. **Cost Recovery Fee** – Monitoring fee calculated at 3% of gross receipts generated from commercial activities in the park the previous year. Paid online by **returning CUA holders** who held an active CUA in the year immediately prior.
4. **Entrance Fee** – Paid at the entrance station by **all CUA groups**. $15 per person (16 and over), valid for 7 consecutive days. The CUA will cover the entrance fees for your staff members who are bringing the group into Olympic National Park. The driver is required to stop at the entrance station and show the fee collector the CUA and a list of staff working under the CUA along with a picture ID for verification. CUA clients will be required to pay the regular entrance fee or show a National Parks pass. The pass can be used to cover three other adults travelling together.

1. **Wilderness Camping Permit** – $8 per person (16 and over), per night. Paid by CUA holders guiding overnight backpacking trips in the park. Must be obtained two weeks in advance of trip from the Port Angeles Wilderness Information Center (WIC) after CUA has been finalized. Note that Olympic National Park may be implementing an online reservation and permit system sometime in 2019. Monitor https://www.nps.gov/olym/planyourvisit/wilderness-reservations.htm for any changes to the permit fee structure or process.