Refer to application instructions at the end of this application. Some parks have additional requirements for organizations 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. Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

**5. Mailing Addresses**

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal.      )*

Address:

City, State, Zip:

Email:       Website:

Day Phone:       Evening Phone:       Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal.      )*

*If same as “Primary Contact Information, check here  and go to question 6.*

Address:

City, State, Zip:

Email:

Website:

Day Phone:       Evening Phone:       Fax:

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

Sole Proprietor

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

Name:

Name:

Limited Liability Company

Corporation

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

Other

**7. Business License – State and Number:**       **Expiration Date:**

**8. Employer Identification Number (EIN):**

**9. Liability Insurance:**

Provide proof of liability insurance. The SUP operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is $500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific SUP Insurance Requirements (“Attachment A”).

1. **Will your business operate vehicles/vessels/aircraft within NPS boundaries?**

Yes  No

*Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If “Yes,” please give a description of each vehicle. Use additional paper, if necessary.*

| **Make/Model of Vehicle** | **Year** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

| **Make of Aircraft** | **Tail Number** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

**11. Additionally Required Documentation:**

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in “Attachment B”.

**12. DOI Employment:**

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

Yes  No  If “Yes”, please provide information below:

Employee Name:       Title:

Bureau or Office where employed:

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, https://www.doi.gov/ethics.

**13. Violations:** To your knowledge, have you, your organization, 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 organization, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes  No  *If “Yes”, please provide the following information. Attach additional pages, if necessary.*

Date of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

**14.** **Fee:** Please include the Application Fee as outlined in Attachment B.

1. **Signature:**

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

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

Signature Date

Printed Name Title

**NOTICES**

**Privacy Act Statement**

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

**Paperwork Reduction Act Statement**

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

**Estimated Burden Statement**

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

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

**SPECIAL USE PERMIT (NON-PROFIT) APPLICATION INSTRUCTIONS**

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)

If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.

1. Respond “No” or list other parks where you will be providing this service.
2. Enter the legal name of your organization. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
3. Give the name(s) of owners and name(s) of persons designated as Authorized Agents for your organization. Authorized Agents have the power to sign on your behalf.
4. Provide contact information for both the main season and the off-season. Your contact information may also be published in the NPS Commercial Services Directory.
5. Check the box that identifies your type of organization.
6. If the state in which you operate or the state where your organization is domiciled requires a state business license, provide the state, license number and year of expiration.
7. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
8. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance if you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best’s Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch). You may be subject to additional insurance requirements. Refer to “Attachment A”.
9. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
10. Provide copies of additional documentation as required by “Attachment B”.
11. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.
12. Provide details if your organization or organization owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years. Do not include minor traffic tickets.
13. Include payment of the Application Fee - $100. See “Attachment ” B.
14. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the organization, proof of signing authority must accompany this application.

**Attachment A: Insurance Requirements**

**Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information**

**Attachment C: Visitor’s Acknowledgement of Risks Template**

**Attachment D: Example SUP**

**Attachment E:** **Example Special Use Permit (Non-Profit) Annual Report and Wilderness Summary**

**Additional Information:** The National Park Service has terms and conditions on all service agreements. The following terms and conditions will apply to all Special Use Permits (Non-Profit). There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

**CONDITIONS OF THIS AUTHORIZATION**

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Rates:** The holder shall provide services under this permit to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized services to visitors under operating conditions satisfactory to the area Superintendent.
5. **Liabilities and Claims:** This permit 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 permit or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
6. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this permit. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
7. **SUP Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted 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 activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent. Non-profit and school organizations serving populations of under-resourced youth may inquire about waivers for these fees.
8. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise from this permit. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
9. **Transfer:** This permit may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This permit may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this permit except to the extent otherwise expressly provided by law. This permit is not exclusive and is not a concession contract.
12. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.
13. **Reporting:** The holder is to provide the area Superintendent upon request a statement of its gross receipts from its activities under this permit and any other specific information related to the holder’s operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the SUP Annual Report (NPS Form 10-660) and upon request the SUP Monthly Report (NPS Form 10-660A).
14. **Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this permit. 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 permit.
15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client’s right to hold the SUP 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 activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the SUP office at (360) 457-4526 or by going to the park SUP webpage at <https://www.nps.gov/olym/getinvolved/dobusinesswithus.htm>

1. **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.
2. **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.
3. **Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

**SPECIAL PARK CONDITIONS**

**SPECIAL USE PERMIT (NON-PROFIT)**

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

**1. Copy of your IRS Ruling or Determination Letter.**

**2. Statement attesting that no taxable income will be derived from activities within Olympic National Park boundaries.**

**3. 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 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.

**4. Information for ALL paid and unpaid staff who will be working under your SUP, including:**

* 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.
* Excel list of staff summarizing names, medical certifications, food handler’s cards, and expiration dates.

**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*.***

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

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

**7. 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***

**8. 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.**

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

**10. 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.**

**11. 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)**. Include receipt.**

**12. Application may be emailed to (preferred):**

**olym\_cua\_admin@nps.gov**

**Or mailed to the following address:**

**Olympic National Park**

**Attn: CUA Coordinator**

**600 East Park Avenue**

**Port Angeles, WA 98362**

**ATTACHMENT A**

**SUP Insurance Requirements**

**Commercial General Liability (CGL) Insurance**

Liability insurance is required for all SUP holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum commercial general liability insurance is **$500,000 per occurrence and $1,000,000 general aggregate.**  Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

|  |  |  |
| --- | --- | --- |
| **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 |

**Other Required Insurance**

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

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

**Insurance Company Minimum Standards**

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

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best’s Financial Size Category of at least VII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the SUP 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 SUP 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 SUP 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 SUP Application
* Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the SUP Application
* Include insurance provider rating or provide in separate document

**ATTACHMENT B**

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

| **PERMITTED 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) | Excel list of guides summarizing names, medical certifications, and food handler’s cards with expiration dates. 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. |

**FEE SCHEDULE AND PAYMENT INFORMATION**

1. **Application fee** – $100. Paid online by **new SUP holders** and SUP holders who have taken a break of a year or more from maintaining an active SUP in the park. Call park to obtain SUP number and submit fee at <https://www.pay.gov/public/form/start/77415549>.
2. **Administrative Fee** – $100. Paid online by **returning SUP** holders who held an active SUP in the year immediately prior. Submit fee at <https://www.pay.gov/public/form/start/77415549>.
3. **Entrance Fee** – Paid at the entrance station by **all SUP groups**. $15 per person (16 and over), valid for 7 consecutive days. The SUP 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 SUP and a list of staff working under the SUP along with a picture ID for verification. SUP 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.
4. **Wilderness Camping Permit** – $6 per permit fee plus $8 per person (16 and over), per night paid by SUP holders guiding overnight backpacking trips in the park.  For example, the fee for 2 adults camping for 4 nights will be $70 ($64 camping fee +$6 permit fee). Wilderness permits may be reserved online up to six months in advance of end of the itinerary at <https://www.recreation.gov/permits/4098362>. Permits may be obtained from the Port Angeles Wilderness Information Center (WIC) after SUP has been finalized.

**ATTACHMENT C**

**SPECIAL USE PERMIT (NON-PROFIT)**

**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

NPS Form 10-114 (Rev. 01/20

National Park Service



**ATTACHMENT D**

**SPECIAL USE PERMIT (Non-Profit)**

**OLYMPIC NATIONAL PARK**

600 East Park Avenue

Port Angeles, WA 98362

360-565-3028

|  |
| --- |
| **Permittee information** |
| Permittee name:**EXAMPLE ONLY DO NOT FILL IN** |
| (Permittee) |
| Company/Organization: |
|  |
| Street address: |
|  |
| City: |
|  |
| State: |
|  |
| Country: |
|  |
| Zip code: |
|  |
| Mobile phone number: |
|  |
| Fax number: |
|  |
| Email address: |
|  |

**Park alpha code:**  OLYM

**Permit #**  PWR-OLYM-SUP-5300-0

**Type of use:**

☐ Special event

☐ Filming or still photography

☐ Demonstration, sale or distribution of printed

matter, etc.

☐ Agricultural or grazing

☒Other:

**NEPA compliance:**

☒Categorically excluded

☐EA/FONSI

☐EIS

☐PEPC #

☐Other

**Authorizing legislation or other authority:**

☐54 U.S.C. § 100101

☐54 U.S.C. § 100751(a)

☐54 U.S.C. § 103104

☐54 U.S.C. § 100905 (still photography)

☒Other authority: Section 418, P.L. 105-391 (16 USC 5966)

☐Park-specific legislation:

The Permittee is authorized to use the following described lands or facilities in Olympic National Park (Park):

(Permitted Area).

The Permittee may use those lands or facilities only for the following purpose:

This permit begins at 8 am on \_\_\_\_\_\_\_\_\_\_ and expires at 11:59 pm on 12/31/2023.

Application fee Received X Not Required Amount $ $100

Performance bond Received Not Required X Amount $

Liability insurance Received X Not Required Amount $ See Appendix B

Cost recovery Received Not Required X Amount $

Location fee Received Required Amount $

Other authorized fee Received Required Amount $

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

Permittee signature Title: Date:

Authorizing NPS official Title: Date:

Authorizing NPS official (additional, if required) Title: Date:

**General Terms and Conditions**

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit’s terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Olympic National Park (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours’ written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent’s direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public’s use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent’s prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of $500,000 per occurrence and $1,000,000 aggregate; must be issued by a company licensed to do business and in good standing in Washington state; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit’s effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of $0 from a bonding company licensed to do business and in good standing in Washington state or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.
12. The Permittee designates [Insert here name and mobile telephone number of on-site responsible person.] as the on-site person responsible for adherence to the permit’s terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee’s contractors and subcontractors.
13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
17. Credit Lines may be approved through additional terms and conditions.
18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit’s immediate revocation.

**APPENDIX A**

**OLYMPIC NATIONAL PARK**

**SPECIAL USE PERMIT (NON-PROFIT)**

**SPECIAL PARK CONDITIONS**

**ALL PERMITTEES**

1. The Special Use Permittee’s activity in the park should be related to the purpose for which the non-profit organization was established and authorized by the Internal Revenue Service (IRS).
2. Permittee must provide the Superintendent with a copy of theirIRS Ruling or Determination Letter.
3. The permittee is prohibited from deriving any taxable income from its activities in the park and, if requested, will further substantiate this statement to the satisfaction of the National Park Service (NPS).

4. This permit 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 permit.

5. The permittee and all trip participants authorized herein must comply with all of the conditions of this permit including all exhibits, amendments, written directions, and Olympic National Park Superintendent’s Compendium. Violation of the conditions of the SUP may result in revocation, modification, or permanent exclusion from future SUP activity.

6. Special Use Permit 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.**

7. The permittee 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. Description of motorized equipment, watercraft, or stock use (if any);

e. Outline of environmental education information that will be provided to your participants;

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

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

protection measures.

8. The permittee will provide the Superintendent with a list of the paid and unpaid staff who will guide in the park, along with a current 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 participants 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 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

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

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

11. Visitor’s Acknowledgement of Risk Form. An NPS Visitor’s Acknowledgement of Risk form will be used for all park trips, and must be signed by each trip participant. An unsigned copy will be submitted to the park for inclusion in each SUP record. 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 SUP office at 360-565-3028. Waivers of liability, insurance disclaimers, and/or indemnification agreements are not allowed for park trips.

12. Special Use Permit Annual Report. Within sixty (60) days after the end of each year from the effective date of this authorization, the permittee 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.

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

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

15. It is expressly agreed and understood that this SUP does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.

16. The permittee or staff must provide all participants 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 permittee and/or its trip participants will be grounds for:

a. The permittee and/or its trip participant(s) who committed the violation(s) may be individually cited for the violation(s);

b. The SUP may be revoked for violations by the permittee and/or its trip participant(s).

17. 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 (360-565-3115) as soon as reasonable, but no more than 24 hours following the incident. The permittee is responsible for ensuring that all participants are safely equipped and properly clothed prior to the trip. Each group must carry a first aid kit

18. The permittee is responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Operators 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 park dispatch as soon as possible and without unnecessary delay (360-565-3115). While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.

19. The area(s) authorized for use under this permit 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. The SUP does not authorize priority use of park areas. The holder is prohibited from blocking access or impeding the flow of traffic along any roads, trails, walkways, or any National Parks Service (NPS) or concessioner facilities.

20. The permittee will ensure that all participants on their trip minimize impact while camping and traveling.  The permittee will educate its staff and participants 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 SUP application. Participants 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.

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

22. 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.

**WILDERNESS (BACKCOUNTRY) OPERATIONS**

1. **Rules and Regulations.** The permittee 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 SUP also posted at https://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 permittee by holding a Wilderness Camping Permit that authorizes the group to camp overnight in Olympic National Park. This permit is separate from the Special Use Permit.

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 within 7 days from the start of the permit itinerary must be approved by the Port Angeles WIC. Wilderness permits may be reserved online up to six months in advance of the start date of the itinerary at https://www.recreation.gov/permits/4098362. These reservations must be made under the permit holder’s email address tied to their SUP account. Contact the Wilderness Information Center to verify your account information before making your first reservation. Staff must identify themselves as operating under a SUP when requesting issuance of a Wilderness Camping Permit.

b. 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. 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. It is also extremely helpful to reach out the WIC a few days before picking up your permit if you need to borrow bear canisters. This will save time when you arrive and advise if they may be available for your use.

c. Before a wilderness reservation is made or a Wilderness Camping Permit is issued, your SUP must be finalized. To be considered finalized, the park’s Concession Office must have on file your signed SUP, 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 must present all required certifications at the WIC when picking up Wilderness Camping Permits and carry a copy with them while guiding in the park.** **The WIC will not make any phone calls, arrange last-minute emails, nor make special arrangements of any kind if the staff arrives unprepared.**

d. Persons acting under a SUP 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 https://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 permittee 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 participants 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 staff member 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). Permittee will create a firearms policy for their staff and trip participants 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 permittee 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 participants or instructing participants 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**

**SPEICAL USE PERMIT (NON-PROFIT)**

**INSURANCE**

1. **Insurance Requirements**. The permittee 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 permittee and his/her employees or agents under this authorization. The permittee 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 permittee proves to be inadequate or otherwise insufficient for any reason whatsoever**.**

2. **Liability Insurance**.

a. **General Liability.** The permittee will provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permittee 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 SUP 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.

b. It is the responsibility of the permittee 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 SUP will result in immediate suspension of the SUP.

c. The permittee is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized.

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**

**SPECIAL USE PERMIT (NON-PROFIT)**

**FEES & PERMITS**

1. **Application fee** – $100. Paid online by **new SUP holders** and SUP holders who have taken a break of a year or more from maintaining an active SUP in the park.
2. **Administrative Fee** – $100. Paid online by **returning SUP** holders who held an active SUP in the year immediately prior.
3. **Entrance Fee** – Paid at the entrance station by **all SUP groups**. $15 per person (16 and over), valid for 7 consecutive days. The SUP 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 SUP and a list of staff working under the SUP along with a picture ID for verification. SUP clients will be required to pay the regular per person entrance fee, or show a National Parks pass. The pass can be used to cover three other adults travelling together.
4. **Wilderness Camping Permit** – $6 per permit fee plus $8 per person (16 and over), per night paid by SUP holders guiding overnight backpacking trips in the park.  For example, the fee for 2 adults camping for 4 nights will be $70 ($64 camping fee +$6 permit fee). Wilderness permits may be reserved online up to six months in advance of end of the itinerary at <https://www.recreation.gov/permits/4098362>. Permits may be obtained from the Port Angeles Wilderness Information Center (WIC) after SUP has been finalized.

A report is required for each Non-Profit Special Use Permit (SUP) issued. These instructions correspond to the numbered questions in Form 10-660.

1. Enter the SUP number and the service you are authorized to provide as it appears on the SUP.
2. Enter the SUP contact information.
3. Enter the number of clients who made use of the services provided under this SUP. 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 engaged in the service you provide spends in the park.
5. Enter the percentage of your business that takes place inside the park or is dependent on park-based operations.
6. 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 SUP. Enter the total amount in US dollars. Gross receipts will not be made public by the Service except in accordance with law.
7. Enter the gross receipts that are a result of providing the service authorized under this SUP. Multiply total gross receipts reported in question 6 by the percentage of your business that takes place in the park or is dependent on park-based operations (question 5). Enter the calculated amount in US dollars. Gross receipts will not be made public by the Service except in accordance with law.

Example: $145,000.00 (question 6) x 75% (question 5) = $108,750.00

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 SUP.
2. Check the box to indicate interest in applying for a SUP when this one expires.
3. Signature of organiztion owner or authorized agent.

**FOR INFORMATION ONLY, DO NOT SEND IN WITH APPLICATION**

**For Calendar Year: 2021**

**DUE BY:** March 1, 2022

1. SUP INFORMATION:

*SUP Number:*

*Services Provided: (As it appears on your authorization.)*

2. CONTACT INFORMATION:

*Owner Name:* *Authorized Agent*:

*Legal Business Name:* *Email (business):*

*Mailing Address* *(Street Address)*: *Email (contact person):*

*(City, State, Zip Code):*

*Phone:*  *Fax:*

**VISITOR USE INFORMATION**

3. VISITORS AND/OR TRIPS:

Enter the number of clients for whom you provided service within the park or served as a result of park-based operations over the past year:

Enter the number of trips your company made to the park over the past year:

4. LENGTH OF STAY:

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:

*(If provided, use table below to report total visitor use numbers and additional details.)*

**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. What percentage of the service you provide takes place in the park?

**FINANCIAL INFORMATION**

6. Enter the total gross receipts for your operation:

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

**INJURY INFORMATION**

8. 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**

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

10. **SIGNATURE:** **False, fictitious or fraudulent statements or representations made in this report may be grounds for denial or revocation of the Non-Profit Special Use Permit 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*.

Signature Date

Printed Name Title

**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 form.

**OLYMPIC NATIONAL PARK**

**SPECIAL USE PERMIT (NON-PROFIT)**

**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 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |