



APPLICATION INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

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

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

1. Enter the service you are proposing to provide. These are the guided services that are authorized in Olympic National Park:

Backpacking	Bicycling	Day Hiking	Fishing
Horse or Llama Packing/ Drop Camps	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)	

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

See Attachment A for Park Specific Instructions

See Attachment B for Visitor's Acknowledgement of Risk Form

See Attachment C for Sample Commercial Use Authorization

See Attachment D for Commercial Use Authorization Annual Report



APPLICATION FORM COMMERCIAL USE AUTHORIZATION

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

DEPARTMENT OF THE INTERIOR
National Park Service
Olympic National Park
Attention: Sue Mayo, Concession Assistant
600 East Park Avenue
Port Angeles, WA 98362
360-565-3028

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above. Please submit your application fee of **\$100.00** with this application.

Some parks have minimum requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include documentation of first aid training, an emergency response plan, limits to group size, etc.

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

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

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

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

(5) **Mailing Address:**

PRIMARY CONTACT INFO (Dates at this address _____)

Address: _____

City, State, Zip: _____

Email: _____

Website: _____

Day Phone: _____ Evening Phone: _____

Fax: _____

ALTERNATE CONTACT INFO (Dates at this address _____)

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

Address: _____

City, State, Zip: _____

Day Phone: _____ Evening Phone: _____

Fax: _____

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

Sole Proprietor

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

(Name: _____)

(Name: _____)

Corporation: (State: _____ Entity Number: _____)

Limited Liability Corporation: (State: _____ Entity Number: _____)

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

Other (Specify) _____

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

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

(9) **Insurance and Vehicles**

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

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

Will your business operate vehicles (car, truck, van, bus, taxicab, boats, aircraft etc.) within NPS boundaries? Yes No

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

MAKE OF VEHICLE	MODEL	YEAR	MAX # PASSENGERS	OWN	LEASE

MAKE OF AIRCRAFT	MODEL	TAIL NUMBER	MAX # PASSENGERS	OWN	LEASE
N/A					

MAKE OF WATERCRAFT	MODEL	LENGTH	MAX # PASSENGERS	OWN	LEASE

(10) NPS Employment

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

Yes No If Yes, please complete below:

Employee: _____

Title: _____

Park and Office where employed: _____

(11) To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions

Yes No If "yes", please provide the following information. Attach additional pages if necessary.

Date of violation or incident under investigation: _____

Name of business or person(s) charged: _____

Please identify the law or regulation violated or under investigation: _____

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

Additional Detail (optional): _____

(Results) Action Taken by Court: _____

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

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

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

Signature

Date

Printed Name

Title

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (16 USC 5966). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.

**ATTACHMENT A
OLYMPIC NATIONAL PARK
COMMERCIAL USE AUTHORIZATION**

PARK SPECIFIC INSTRUCTIONS

THE FOLLOWING ADDITIONAL ITEMS MUST BE SUBMITTED WITH YOUR 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: 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 B). 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 made out to "NPS-DOI".

**ATTACHMENT B
COMMERCIAL USE AUTHORIZATION**

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as

“ _____, ” I agree as follows:

Although _____ 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, _____ 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.

_____ 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.

[include description of risks]

I am aware that _____ 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 _____ 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

ATTACHMENT C

Form 10-115
Rev. September 2013

UNITED STATES DEPARTMENT OF THE INTERIOR

SAMPLE

National Park Service

OLYMPIC NATIONAL PARK

Park Contact: Sue Mayo, Concession Assistant

Phone Number: (360) 565-3028

COMMERCIAL USE AUTHORIZATION

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 USC § 10192)

1. Authorized Activity _____ Permit Number _____
Park Alpha-Number _____

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

Business Name _____

Expiration Date/Time December 31, XXXX

Contact Name _____

Name of Area Olympic National Park

Address _____

(if applicable)

Phone and Fax _____

3. The holder is hereby authorized to use the following described land or facilities in the above named area:

The area must be restored to its original condition at the end of the authorization.

4. 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.

5. NEPA/NHPA COMPLIANCE

Categorical Exclusion EA/FONSI EIS Other Approved Plans

PEPCI NUMBER

6. COST RECOVERY (REQUIRED)

Application Fee: Required Amount \$100.00 Received _____

Administrative Fee: Required Not Required Amount \$100.00

Monitoring Fee: Required Not Required Amount 3% of gross receipts.

ATTACHMENT C

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

7. INSURANCE

Liability	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount	_____
				\$500K/\$1M
Auto	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount	_____
				See Appendix B for minimum required coverage.
Boat	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount	_____
Airplane	<input type="checkbox"/> Required	<input type="checkbox"/> 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.

8. SIGNATURES

Authorization:	_____	_____	_____
	Signature	Title	Date
Authorizing NPS Official:	_____	_____	_____
	Signature	Title	Date

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

ATTACHMENT C

4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least \$500,000 and naming the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

**ATTACHMENT C
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. Three violations (to be referred to as "strikes") of these conditions of the CUA will result in the revocation of the CUA for the remainder of the current year and a one year moratorium on renewal of the CUA.
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.

ATTACHMENT C

7. The holder will provide the Superintendent a current Risk Management or Safety Plan covering park trips.
8. Visitor's Acknowledgement of Risk Form). A NPS Visitor's Acknowledgement of Risk form will be used for all park trips, and must be signed by each client. An unsigned copy will be submitted to the park for inclusion in each CUA record. Waivers of liability, insurance disclaimers, and/or indemnification agreements are not allowed for park trips.
9. 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. 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.
10. This authorization is applicable only for the use of the area(s) and term(s) designated.
11. 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.
12. 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.
13. 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 will be revoked for repeated violations by the CUA holder and/or its client(s).
14. 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.
15. 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.

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16. 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.

17. 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.

18. **Nondiscrimination.** The following provisions constitute Section 1 in accordance with Executive Order No. 11478 of August 8, 1969, as amended by Executive Order No. 13087 of May 28, 1998, and as amended by Executive Order No. 13152 of May 2, 2000. If use of the resource covered by their authorization will involve the employment by the CUA holder of a person or persons, the holder agrees as follows:

a. The CUA holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent. The holder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The CUA holder will, in all solicitations or advertisements for employees placed by or on behalf of the holder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent.

c. The holder will comply with all provisions of Executive Order No. 11478 of August 8, 1969, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. In the event of the holder's noncompliance with the non-discrimination clauses of this CUA or with any of such rules, regulations, or orders, this CUA may be canceled, terminated or suspended in whole or in part.

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/olymp/planyourvisit/wilderness-trip-planner.htm>; the Superintendent's Compendium posted at <http://www.nps.gov/olymp/planyourvisit/guiding-in-the-park.htm>; and the “Special Park Conditions” section of the CUA also posted at <http://www.nps.gov/olymp/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.

ATTACHMENT C

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, fax, or postal mail only. Staff must identify themselves as operating under a CUA when requesting issuance of a Wilderness Camping Permit.

b. In areas where permits are limited, Permits Request Forms are accepted starting March 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 March 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.

ATTACHMENT C

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

**ATTACHMENT C
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.

Risk Profile to Set Commercial Liability Insurance Minimums

All commercial general liability insurance minimums are listed as \$ Per Occurrence / \$ General Aggregate.

KEY FACTORS			Risk – Number of Participants	
			Few	Many
Risk – Potential for Multiple-person Accident and/or More Serious Accidents	High	Minimums	\$1M / \$2M	\$2M / \$4M
		Example Services	Mountaineering	Class IV – V Raft
	Medium	Minimums	\$1M / \$2M	\$1.5 M / \$3M
		Example Services	Guided Horse Rides	Class III – IV Raft
	Low	Minimums	\$500K / \$1M	\$1M / \$2M
		Example Services	Guided Backpacking, Day Hiking, Fishing, Photography Workshop	Class I – III Raft/Float

ATTACHMENT C

b. **Automobile Liability.** Coverage is required for all owned, non-owned, and hired vehicles if you are transporting clients into the Park.

Number of Passengers	Minimum per Occurrence Liability Limits
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

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".



ANNUAL REPORT INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

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

ATTACHMENT D

INSTRUCTIONS

These instructions correspond to the numbered questions in Form 10-660.

1. Enter your contact information as it appears on your permit.
2. Enter the service you provide as it appears on your permit.
3. Enter the number of visitors who use your service. Enter the number of trips your company made to the park; i.e., a two person backpack trip for 3 days is ONE TRIP. Note: if you 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 on one of your trips.
5. Check the box that best describes the level of importance the park plays in this CUA.
6. Enter the percentage of your activity that takes place in the park.

Example: If you raft through the park and 8 of 10 miles are inside the park, then 80% of the activity takes place in the park. OR If you spend 4 hours on a hike and the last hour is hiking outside the park then you spend 75% of the activity in the park.

7. Enter your total gross receipts for this business year.
8. Enter the dollar amount of your gross receipts that is the portion of your total gross receipts that you earned as a result of visiting the park.

If the park is the exclusive destination for your activity, then 100% of your gross receipts are a result of your visiting the park. If it is a primary or incidental destination, then estimate what percentage is a result of visiting the park. As a general rule, this should not be less than the answer to #6.

9. Provide details of any reportable injuries incurred to you, your employees, or clients this year.
10. Signature of business owner or authorized agent.

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 number of guides is 10

4. What was your average length of stay per visit in the park this year?
 (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.
 If both types of trips were offered show the average length of stay for each type.)

Day Use

Number of Day Trips _____ Average Hours/Trip _____
 (Show trips that use lodging outside of the park, as day trips.)

Overnight Use

Number of Overnight Trips _____ Average Number of Nights/Trip _____

(May include 1st day travel to trailhead and last day exiting backcountry.)

5. The park is:

- the **exclusive** destination for your clients. (This means it is the only destination 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 visiting the park.)

6. What percentage of your trip is a result of visiting the park? _____

FINANCIAL INFORMATION

7. What were the total gross receipts from your operation? _____

8. What were the gross receipts earned as a result of visiting the park? _____
 See Instructions

INJURY INFORMATION

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

If yes, please use a separate sheet of paper to report the date and type of injury and a brief statement of the incident and the outcome of the patient care, please 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.

10. Signature: False, fictitious or fraudulent statements of 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). All information provided will be considered in reviewing this report. Authorized Agents must attach proof of authorization to sign below.

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

Signature

Date

Printed Name

Title

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (16 U.S.C. 5966). 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 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. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.

**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.):

