



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

Attachment A: List of Approved Services
Attachment B: Fee Schedule and Payment



APPLICATION FORM COMMERCIAL USE AUTHORIZATION

DEPARTMENT OF THE INTERIOR
National Park Service
POINT REYES NATIONAL SEASHORE
Attention: Kevin McKay
1 Bear Valley Road
Point Reyes Station, CA 94956
(415) 464-5111

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 \$ 150.00 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: _____ Cell Phone: _____

ALTERNATE CONTACT INFO (Dates at this address _____)

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

Address: _____

City, State, Zip: _____

Day Phone: _____ Evening Phone: _____

Fax: _____ Cell Phone: _____

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

Sole Proprietor

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

(Name _____)

(Name _____)

Corporation: (State: _____ Entity Number: _____)

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

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

Other (Specify)

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

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

(9) **Insurance and Vehicles**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is \$300,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

Number of Passengers	Minimum per Occurrence Liability Limits
Single Purpose Activities General Liability (includes day and overnight hiking, photography and art classes, bicycling, and group camping.)	\$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 pages if necessary. All vehicles are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

MAKE OF VEHICLE	MODEL	YEAR	MAX # PASSENGERS	OWN	LEASE
				Yes / No	Yes / No
				Yes / No	Yes / No
				Yes / No	Yes / No

MAKE OF AIRCRAFT	MODEL	TAIL NUMBER	MAX # PASSENGERS	OWN	LEASE
				Yes / No	Yes / No
				Yes / No	Yes / No
				Yes / No	Yes / No

MAKE OF WATERCRAFT	MODEL	LENGTH	MAX # PASSENGERS	OWN	LEASE
				Yes / No	Yes / No
				Yes / No	Yes / No
				Yes / No	Yes / No

(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.

Additional Information:

The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits to locations, times, group size, and employee licenses and certifications.

CONDITIONS OF THIS AUTHORIZATION

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

APPENDIX
SPECIAL PARK CONDITIONS
COMMERCIAL USE AUTHORIZATION

KAYAK

1. GENERAL CONDITIONS

- a) Damages – The Holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Holder is authorized to make of the land described in this Authorization. The Holder shall be liable for any damages to any Government property resulting from these activities.
- b) Holder will comply with applicable public health and sanitation standards and codes.
- c) During the performance of this Authorization, the Holder agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The Holder will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- d) This Authorization is only applicable for the specified use of the area(s) and term designated on Page 1.
- e) It is expressly understood and agreed that this Authorization may be terminated upon breach of any of the conditions herein, or at the discretion of the Superintendent without compensation to the Holder or liability to the United States.
- f) The Holder will have none of the rights or privileges of P.L. 105-391, and thus will not be considered a concessionaire to the National Park Service.
- g) Holder and all participants authorized herein must comply with all of the conditions of the Authorization including all exhibits or amendments or written directions of the park Superintendent. The Holder is responsible for communicating all rules and regulations to its employees and clients and ensuring their compliance. The Holder shall provide adequate supervision of employees and clientele to ensure that the Park's geological, biological and archeological resources are not disturbed.
- h) The area(s) authorized for use under this Authorization must be left in substantially the same condition as existed prior to the activities authorized herein, with all human waste and refuse disposed of properly or otherwise managed as required by the Superintendent.
- i) Holder shall ensure that information provided to visitors through tour leaders, brochures, literature, or advertising is accurate and reflects the most current information available to depict park flora, fauna, culture, and history. Advertising for the Authorized activity shall not state or imply endorsement by the National Park Service.
- j) This Authorization does not authorize the Holder to advertise, solicit business, collect any fees, or sell any goods or services on the lands owned and controlled by the United States.
- k) This CUA will require the advance payment of a minimum administrative/application fee of \$150.00 in the form of a check (drawn on a U.S. bank) or money order, made payable to Department of Interior - National Park Service, notwithstanding the length of the Authorization.

2. INSURANCE

- a) The Holder shall purchase, at a minimum, the types and amounts of insurance limits that the Superintendent may require during the term of this Authorization. Insurance requirements must conform to the established requirements of Chapter 23 of NPS-48.
- b) The Holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this Authorization and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Holder's insurance program hereunder.
 - i) Worker's compensation - in accordance with California law.
 - ii) General Liability - Minimum \$300,000 per occurrence (see item d, below)
- c) Public Liability - The Holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Holder in carrying out the activities and operations authorized hereunder. Such insurance shall 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 limits of liability shall not be less than \$300,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Holder shall 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.
- d) **All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United State of America (Department of the Interior, National Park Service) is named as an additional insured.**
- e) The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amount if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
- f) Reference in this Authorization to "Superintendent" shall mean the Service official executing this Authorization and the term shall include his/her duly authorized representative(s). Reference to "Service" herein shall mean the National Park Service.

3. ANNUAL REPORT

- a) Within thirty (30) days after the end of each year from the effective date of this Authorization, the Holder shall 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:
 - i) The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the Authorization. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the Authorization.

- b) Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this Authorization. (Use of the current OMB approved survey form will be required until such time as a new form is approved. See Attachment A.)
- c) It is expressly understood that the Holder is subject to any and all special conditions (if any) attached.

4. RATES AND PROMOTIONAL MATERIAL

- a) A schedule of current rates to be charged by Holder for services furnished or goods sold pursuant to the Authorization contained herein shall be filed annually with the Superintendent. A copy of any promotional material describing the services offered shall be provided to the Superintendent.

5. NON-EXCLUSIVE AUTHORIZATION

- a) This Authorization shall not be construed as limiting the obligation of the Superintendent to issue similar Authorizations at the request of other persons seeking to conduct the same or similar activities in the area. No preferential right of renewal is created by this authorization.

6. SAFETY

- a) The Holder shall take every reasonable precaution to ensure the safety of its clientele, its employees, park visitors and park employees. Holder is responsible for the competency of its employees in terms of ensuring that they possess the requisite knowledge and ability to conduct the activities that are the subject matter of this authorization.
- b) The Holder is required to make a report of ANY personal injury and/or property damage incident occurring within the park involving Holder vehicles, clientele, employees and/or third parties. The report must be made at the first available opportunity before leaving the park. A report will consist of a verbal description of the incident given to a park ranger. If a park ranger is unavailable, a brief written report stating the basics of the incident: who, what, where, when and how may be left at the nearest ranger station or the park dispatch office.
- c) The Holder must cooperate with any National Park Service investigation of an incident.

7. CLOSED AREAS

- a) Drakes Beach
 - i) The entire Drakes Estero is closed to boating, canoeing, or kayaking from **March 1 to June 30** for the seal pupping season.
 - ii) During other months of the year, remember that haul-out sites are sensitive, use caution and keep your distance.
 - iii) Seal disturbance may cause revocation of this Authorization. (Title 50, Section 216.3, Code of Federal Regulations, Title 36, Section 1.5(b)(iii) & 2.2(a)(2) Code of Federal Regulations)

- b) Pelican Point
 - i) This area is closed for day and overnight use to provide a roosting place for pelicans. This closure is year round.
- c) South Blue Gum Beach
 - i) Closed seasonally from **March 1 through June 30** during seal pupping season.
- d) Hog Island
 - i) The East Side of Hog Island is closed to all use as it serves both as a roost for the endangered Brown Pelican and as a haul out area for harbor seals.
 - ii) **All of Hog Island is closed from March 1st to July 31st of each year for seabird nesting.**
 - iii) The West Side of Hog Island is open to day use only from August 1st to February 28th (29th) of each year.
 - iv) Hog Island is closed to all overnight camping.
 - v) No dogs are allowed on the island.
 - vi) All human waste and garbage must be packed off the island.

8. WILDLIFE (General)

- a) Harbor seals and other pinnipeds need to haul out for several hours every day to rest. Give them a **berth of at least 300 feet** when the seals are on land and 50 feet in the water. The Marine Mammal Protection Act of 1972 prohibits the disturbance of marine mammals. It includes a prohibition against any act of pursuit, torment or annoyance that has the potential to injure or disturb a marine mammal or marine mammal stock in the wild by causing disruption of behavioral patterns, including, but not limited to, migration, breathing, nursing, breeding, feeding, or sheltering. (16 USC 1362, 16 USC 1372).
- b) During summer, fall and winter months, Brown Pelicans, a federally listed endangered species, roost on islands and floats. They too are resting on shore, so keep at least 100-200 feet away. Brown Pelicans are protected under the Endangered Species Act and any disturbance, including flushing them, is prohibited.
- c) Other seabirds protected by the Migratory Bird Treaty Act include: Common Murres, Cormorants and Western Gulls. Avoid disturbing any areas where these birds may be resting or feeding.

9. TULE ELK CALVING/RUT AREAS

- a) The Tule elk herd has several areas used primarily for calving. These locations generally provide a resting area for the nursing elk and their calves.

- b) Campers and hikers must be made aware of these areas and their access routed away from the Avalis Beach and White Gulch drainages.
- c) Care should be taken to avoid disturbing elk and/or causing the herd to relocate away from these areas.

10. CAMPING – GENERAL (if authorized on the face of this CUA)

- a) Backcountry (hike-in) camping in the park is by permit only at designated backcountry campsites. The sites are located at the following designated campgrounds: Coast Camp, Sky Camp, Wildcat Camp, and Glen Camp.
- b) Camping permits must be displayed at the campsite while camping in the park.
- c) The Holder is responsible for making all campground reservations and paying associated camping fees.
- d) Campground reservations may be made through reservations.gov, or by calling 877-444-6777.
- e) Issuance of this Authorization in no way conveys preferential rights nor waives associated fees.
- f) Holder is responsible for ensuring that proper sanitation practices are followed and that trails and campgrounds utilized by its clients are kept clean and free from garbage and trash. All waste must be disposed of in appropriate receptacles or packed out with the party and disposed of properly.
- g) Holder is responsible for ensuring proper food storage.

11. CAMPING – TOMALES BAY (if authorized on the face of this CUA)

- a) Minimum impact camping on the west shore of Tomales Bay, with the exception of Tomales Bay State Park, is by reservation and permit only for authorized CUA Holders.
- b) The Holder will be responsible for making all camping reservations, paying associated fees and complying with all conditions and park regulations.
- c) Camping permits must be displayed at the campsite while camping in the park.
- d) Access to these sites for camping is by boat only.
- e) Marshall and Tomales Beaches are the only locations with permanent vault toilets. At all other locations, the Holder is responsible for packing out all human waste and garbage. Holder is responsible for ensuring proper disposal of all human waste and garbage. Disposal must take place outside of the boundaries of Point Reyes National Seashore.
- f) Holder is responsible for adhering to all fire guidelines (see "Fire Regulations" attached to each fire permit).

12. FIRE AND BEACH FIRE PERMITS

- a) Permits are required for all fires within the park (including beach fires along Tomales Bay).
- b) A fire permit will be included with each camping permit issued from the Bear Valley Visitor Center camping reservation desk.

13. FOOD SERVICE AND SANITATION

- a) Food service, if provided by the Holder, must meet State of California or U.S. Public Health Service standards.
- b) Holder is responsible for ensuring proper disposal of all human waste and garbage. Disposal must take place outside of the boundaries of Point Reyes National Seashore.

14. EMERGENCY CALLS

- a) Most cellular "911" phone calls are routed to the Marin County Sheriff's Office Dispatch however some calls are routed through the California Highway Patrol dispatch offices located near Vallejo, California. When reporting an emergency within the park, please advise the dispatcher that your call should be transferred to the Marin County Sheriff's Office Dispatch. Personnel associated with the Marin County Office are familiar with our area and can readily dispatch a Park Ranger or Sheriff's Deputy to respond to emergencies within the park.
- b) In an emergency, the U.S. Coast Guard Station in Bodega Bay can be contacted on VHF Channel 16.

15. ACKNOWLEDEMENT OF RISK

- a) CUA Holders may not require clients to sign a waiver of liability for operations within NPS boundaries. Acknowledgement of risk forms may be utilized (see Attachment B for an acceptable example form).

16. IDENTIFICATION

- a) A Company name and/or logo shall be marked on the left side stern of all kayaks or canoes as identification.

TRANSPORTATION

1. Holder will comply with applicable public health and sanitation standards and codes.
2. During the performance of this Authorization, the Holder agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The Holder will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
3. The Holder shall provide the Superintendent with proof of current operating authority from the California Public Utilities Commission (PUC) for California based companies, and/or from the Interstate Commerce Commission (ICC) for all other companies. This document must be carried on

board the vehicle at all times while operating within the Park. If the Holder's PUC or ICC authority is revoked for any reason, or suspended for any reason for a period longer than 15 days, this Authorization is automatically terminated. No notice of termination is necessary. A Company must reapply for a new Authorization when its operating authority is reinstated. The Holder shall comply with all applicable federal, state, and local regulations governing any aspect of the operation. These shall include, but shall not be limited to motor vehicle traffic regulations, State of California Rules and Regulations, Motor Carrier General Order #3 (DOT) with regard to van passenger limits, driver licensing requirements, vehicle equipment and public health requirement for food service, parking restrictions and loading zone restrictions. Loading or unloading of passengers in roadways, driveways, handicapped parking stalls, etc. is prohibited.

4. All buses, micro buses and vans are prohibited from idling their engines for extended periods of time. Idling will not exceed fifteen (15) minutes. All vehicles will be properly maintained to insure that the exhaust produced is not beyond what is normally expected. Excessive exhaust from vehicles will be immediately corrected. Repeated occurrences will result in enforcement of State and Federal laws regarding emissions and/or suspension of the Authorization.
5. The Holder shall take every reasonable precaution to ensure the safety of its clientele, its employees, other Park visitors, and Park employees. Holder is responsible for the competency of its employees in terms of ensuring that they possess the requisite ability and knowledge to conduct the activities that are the subject matter of this authorization.
6. The Holder must provide names, addresses, and phone numbers of tour clientele or any other statistical information upon request.
7. The Holder is required to make a report of ANY personal injury and/or property damage incident occurring within the Park involving Holder vehicles, clientele, and/or employees. The report must be made at the first available opportunity before leaving the Park. A report will consist of a verbal description of the incident given to a Park Ranger. If a Park Ranger is unavailable, a brief written report stating the basics of the incident: who, what, where, when, and how, may be left at the Visitor Center or nearest Ranger Station. The Holder must cooperate with any investigation of the incident by National Park Service personnel.
8. The Holder shall ensure that clientele do not obstruct vehicular or pedestrian traffic. All vehicles will comply with posted traffic regulations, including speed limits and double-yellow centerline markings.
9. Some Park roads are narrow and have turns that cannot be safely negotiated by oversized vehicles. The following restrictions are necessary to safeguard human life, protect park resources, and reduce damage to personal and public property.
 - a) **COMMERCIAL PASSENGER CARRYING VEHICLES EXCEEDING THIRTY (30) FEET IN LENGTH ARE PROHIBITED ON:**
 - i) **LIMANTOUR ROAD**
 - ii) **MOUNT VISION ROAD**
 - b) **Commercial passenger carrying vehicles EXCEEDING THE SIZE OF A 15-PASSENGER VAN ARE PROHIBITED ON:**
 - i) **CHIMNEY ROCK ROAD** (Groups arriving by bus who have reservations at the Lifeboat Station will be escorted by NPS staff to that location.)

10. Parking availability in the Lighthouse area is limited. This area is extremely popular during the whale watching, elephant seal pupping, and wildflower season. To alleviate extreme traffic congestion and excessive traffic delays, the NPS has implemented a shuttle system from approximately the last weekend in December through mid April on weekends/holidays only.

Vehicle access beyond the junction of Drake's Beach access road and Sir Francis Drake Boulevard to the Lighthouse area will be closed to all traffic, including buses, on weekends from approximately the last week in December through mid April.

11. The Holder shall provide adequate supervision of employees and clientele to ensure that the Park's geological, biological and archeological resources are not disturbed. The Holder shall be aware of and abide by all Park regulations and ensure that its clientele abide by Park regulations. Any tour or bus company that does not keep close supervision of its clientele may have its Authorization revoked.
12. Holder shall ensure that information provided to visitors through tour leaders, brochures, literature, or advertising is accurate and reflects the most current information available to depict park flora, fauna, culture, and history.
13. Advertising for the Authorized activity shall not state or imply endorsement by the National Park Service. Any brochure or printed materials showing park scenery and/or referencing the National Park Service shall require prior written park approval. Photographs or filming of advertisement will require a separate filming Authorization and must be approved by the Superintendent.
14. Violation of any regulation and/or condition of this Authorization may constitute grounds for suspension or revocation of this Authorization. Tour employees and clientele are subject to the same laws and penalties that apply to all Park visitors. It is expressly understood and agreed that this Authorization may be terminated upon breach of any of the conditions herein, or at the discretion of the Superintendent without compensation to the Holder or liability to the United States. Repeat violations or problems may result in a suspension of the Authorization for an undetermined amount of time. The National Park Service may terminate this Authorization upon ten days written notice to the Holder.
15. The Holder will provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than:
 - a) \$300,000 per occurrence for vehicles with a capacity of up to five (5) passengers
 - b) \$500,000 per occurrence for vehicles with a capacity of six (6) to twelve (12) passengers
 - c) \$750,000 per occurrence for vehicles with a capacity of thirteen (13) to twenty (20) passengers
 - d) \$1,500,000 per occurrence for vehicles with a capacity of twenty-one (21) or more passengers **or per State of California PUC requirements, whichever is higher.**

The Holder shall provide insurance coverage based upon the largest capacity vehicle it will operate in the Park. The Superintendent reserves the right to revise the minimum required limits. **All insurance certificates shall name the United States (Department of the Interior, National Park Service) as an additional insured.**

16. Within thirty (30) days after the end of each calendar year, from the effective date of this Authorization, the Holder shall submit an annual report that summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this Authorization, gross revenues are defined as:

The total amount received, realized by, or accruing to the business operator for all sales of goods, and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the Authorization. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the Authorization.

Gross receipts generated from subsidiary or other operations located outside 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. (See Attachment A.)

17. This Authorization shall not be construed as limiting the obligation of the Superintendent to issue similar Authorizations at the request of other persons seeking to conduct the same or similar activities in the area. No right of renewal is included with this Authorization.

18. ACKNOWLEDGEMENT OF RISK

- a) CUA Holders may not require clients to sign a waiver of liability for operations within NPS boundaries. Acknowledgement of risk forms may be utilized (see Attachment B for an acceptable example form).

19. The Holder must submit a complete application for a Commercial Use Authorization at least 30 days in advance of the anticipated first tour. Required attachments include:

- a) Certification of Insurance, listing the United States as additionally insured
b) PUC and/or ICC Operating Authority Documentation
b) Administrative/Application fee (\$150.00), made payable to "DOI-NPS", drawn on a U. S. bank.