



United States Department of the Interior

NATIONAL PARK SERVICE
San Juan Island National Historical Park
P.O. Box 429
Friday Harbor, Washington 98250



Thank you for your interest in obtaining a Commercial Use Authorization (CUA) in order to conduct commercial services within San Juan Island National Historical Park. Enclosed you will find the 2011 application packet which includes the following:

1. Application and Checklist
2. Form 10-114 (CUA)
3. CUA Conditions
4. Permit

The Application and Checklist must be filled out completely and signed and dated. Please mark "N/A or Not Applicable" for anything that does not apply to your particular situation.

Sign and date two copies of Form 10-114 as the Permittee and return them both with your application. Once your CUA is authorized, we will send one copy back to you.

Sign and date two copies of the CUA Conditions (be sure to sign and date each page of the CUA Conditions) return both copies of the CUA Conditions with your application. Once your CUA is authorized, we will send one copy back to you.

Please note that it may take up to 30 days to process your request. To avoid delay in processing your CUA, please ensure all requested documentation (see checklist) is provided and returned to this office. Submit all paperwork at one time. Incomplete application packages will be returned to Permittee.

Your new CUA will not be valid until signed by the Superintendent (or his/her designated representative).

Please feel free to call or email me with any questions. I look forward to working with you this year.

Sincerely,

Barry Lewis
Chief Ranger San Juan Island NHP
(360) 378-2240 x2225
Barry_Lewis@NPS.Gov

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IN AMERICA 



National Park Service
San Juan Island National Historical Park
P.O. Box 429
Friday Harbor, WA 98250
360-378-2240



Application for Commercial Use Authorization

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** You will be notified of the disposition of the application and the necessary steps to secure your final permit. A non-refundable application fee of \$100.00 is required. You may be required to pay cost recovery charges and provide proof of liability insurance naming the United States of America as additional insured. (Please print with black ink or type information so it is easy to read)

Owner Name: _____ Business Name: _____

Manager Name: _____ DBA (if any): _____

Social Security #: _____ Tax ID #: _____

Street/Address: _____ Street/Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____

Telephone #: _____ Telephone #: _____

Cell phone #: _____ Cell phone #: _____

Fax #: _____ Fax#: _____

E-mail: _____ E-mail: _____

Description of Proposed Activity (attach additional pages if necessary):

Requested Location(s):

Vehicles To Be Used (include year, make, model, and license plate number for each):

Is the Applicant (including any officer, principal, partner or employee of the Applicant) currently employed by the National Park Service?

Park/Office where employed:

Does the Applicant (including any officer, principal, partner or employee of the Applicant) have a spouse or minor children currently employed by the National Park Service?

Park/Office where employed:

Employee Names and Titles:

Within the past 5 years, has the Applicant (including any officer, principal, or partner of the Applicant) been convicted of or forfeited collateral for any violations of state, federal, or local law or regulation (minor traffic violations excluded)?

If "Yes", please give a description of each violation. Attach additional sheets if necessary.

Date of Violation: _____

Was this a conviction? _____

Was collateral forfeited? _____

Name of Business or Person(s): _____

Place of Violation: _____

Court Name: _____

Provide Details: _____

Is the Applicant aware of any current or proposed employees who, within the past 5 years, have been convicted of or forfeited collateral for any violations of state, federal, or local law or regulation (minor traffic violations excluded)?

If "Yes", please give a description of each violation. Attach additional sheets if necessary.

Date of Violation: _____

Was this a conviction? _____

Was collateral forfeited? _____

Name of Business or Person(s): _____

Place of Violation: _____

Court Name: _____

Provide Details: _____

Note that this is an application only, and does not serve as permission to conduct any use of the park. The permit must be signed by the responsible person and returned to the park for final approval by the Park Superintendent.

Signature: False, fictitious, or fraudulent statements or 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. Applications signed by an agent must be accompanied by evidence of that agent's authority.

I HEREBY CERTIFY that I am of legal age and am authorized to conduct business in the state of Washington. I further certify that I have personally examined the information contained within this application. I hereby attest that my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Applicant Signature

Title

Date

CUA Applicant Company Name: _____

Company Submitted:	NPS Approved:	Documentation Required:
<input type="checkbox"/>	<input type="checkbox"/>	Original copy of completed application
<input type="checkbox"/>	<input type="checkbox"/>	2 signed originals of Form 10-114 (CUA)
<input type="checkbox"/>	<input type="checkbox"/>	2 signed originals of Permit Conditions and any applicable Addendum
<input type="checkbox"/>	<input type="checkbox"/>	An original of your Insurance Certificate(s) showing coverage for General Liability, Automobile, and Workers Compensation
<input type="checkbox"/>	<input type="checkbox"/>	A photocopy of your Business License (Issued by the State of Washington)
<input type="checkbox"/>	<input type="checkbox"/>	A photocopy of employee Commercial Driver's Licenses (If vehicle seats 16 or more)
<input type="checkbox"/>	<input type="checkbox"/>	A copy of your current advertising brochure and business card(s)

REQUIRED OF ALL APPLICANTS (Two separate checks or money orders)

\$100.00 CUA Application Fee
Non-refundable filing cost. Make checks payable to "National Park Service"

\$300.00 Administrative/Monitoring Cost
Make checks payable to "National Park Service". Check will be returned if application is incomplete or denied.

Incomplete application packets will be returned to the Applicant.

Permits processing will take between 15 and 30 days once a completed packet is received.

Applications should be addressed to the attention of the Chief Ranger and delivered as follows:

In Person: Park Headquarters (650 Mullis Street, Suite 100), Friday Harbor. Headquarters is open Monday through Friday, 8:00 a.m. to 4:30 p.m.

Mail: P.O. Box 429, Friday Harbor, WA 98250

FEDEX/UPS: 650 Mullis Street, Suite 100, Friday Harbor, WA 98250



Commercial Use Authorization (CUA) Conditions (Must be carried with permit)

Administration:

1. **Privilege:** The Permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the Conditions of this Permit. Failure to do so may result in citation, immediate suspension of the permitted activity, and/or revocation of the Permit.
2. **Obligation:** By affixing their signature to this Permit, the Permittee explicitly agrees to be subject to all Conditions stated herein, and all Attachments and Amendments as applicable. Violation of, or noncompliance with, such documents is grounds for revocation.
3. **Giving False Information:** The Permittee is prohibited from giving false information and/or false documentation; to do so is a breach of conditions and grounds for immediate revocation.
4. **Assignment:** This permit may not be transferred or assigned under any circumstance.
5. **Non-Exclusive Authorization:** This Permit shall not be construed as limiting the authority of the Superintendent to issue similar permits at the request of other qualified entities seeking to conduct the same or similar activities in the park.
6. **Permit Conditions:** If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
7. **Benefit:** As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon." No commercial use authorization will be issued to NPS employees or their spouses and minor children who are owners, partners, corporate officers or general managers of any business seeking such a contract in federal land managed by the Department of the Interior.
8. **Indemnification:** The Permittee shall save, hold harmless, defend and indemnify the United States of America, its agents, and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, or their employees registered under this Permit.
9. **Damages:** The Permittee will pay the United States for any damage to any Government property resulting from the activities of the Permittee.
10. **Mitigation:** The area(s) authorized for use under this Permit must be left in substantially the same condition as it was prior to the activities authorized herein.
11. **Change of Business Status:** The Permittee is required to notify the park, in writing of any change in business status (i.e., dissolution, changes in partnership, business name, address, telephone number, mailing address, type of corporation, etc.) as far in advance as possible, but no more than 15 days after any change.

12. **Performance:** The Permittee and their employees agree to carry out the services authorized under this Permit in a safe, professional, courteous, visitor service oriented manner. The Permittee and their employees agree to operate safely, operate in a manner that causes no damage to the natural/cultural resources or facilities, and to abide by the highest standards of business ethics, decorum, courtesy, visitor service, and strict adherence to these Conditions, the Code of Federal Regulations (CFR), and the United States Code (USC).
13. **Employee Training and Performance:** The Permittee agrees to conduct training for their employees in the cultural and natural history of the park, proper decorum, visitor service, pollution prevention, and emergency response. Each employee that is in contact with clients while in the park may be required to attend four hours of training annually provided by park staff. Each employee that provides services within the park shall maintain current certification in CPR and First Aid. The Permittee will ensure their employees understand that their conduct should constantly reflect the highest standards. The Permittee is accountable for poor performance and noncompliance with the Conditions of this Permit on the part of their employees.
14. **Revocation:** This Permit is subject to revocation at any time at the discretion of the Superintendent without compensation to the Permittee or liability to the United States. Operating in a unsafe manner, operating in a manner causing damage to the natural/cultural resources or facilities, failure to operate in a manner that adheres to highest standards of business ethics, decorum, courtesy, customer service, or to abide by the Conditions of this Permit, or other violation of the CFR and/or USC is grounds for revocation and denial of any future business opportunity on lands owned and controlled by the United States, and is without the right of redress.
15. **Loss of Privilege:** A Permittee whose Permit has been revoked may not become a Partner with, or become employed by another Permittee. Similarly, an employee registered under this Permit who engages in unsafe operation, causes damage to the natural/cultural resources or facilities, violates these Conditions, demonstrates poor ethics, decorum, courtesy, or visitor service, or whose actions result in conviction of violation of the CFR and/or the USC may not continue to provide services within the park.
16. **Permits and/or Licenses:** The Permittee must obtain all permits and/or licenses of State or Local governments, as applicable, necessary to conduct the business activities specified in this Permit and must operate in compliance with all pertinent Federal, State, and Local laws and regulations. Permittee must ensure that current, correct copies of all permits and/or licenses are always on file in the Chief Ranger's Office.
17. **Permit Term:** The Commercial Use Authorization will be valid until December 31st of each year at which time the Permittee may apply for a new permit.
18. **Permit Costs:** Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. **All costs must be paid at the time of application.** If any additional costs are incurred by the park, the permittee will be billed.
 - a. A non-refundable application fee of \$100.
 - b. An administrative charge of \$300 to be assessed for administering and monitoring the permit. This amount will be returned to the applicant if the application is denied.
 - c. Payment may be made in the form of a personal/business check, money order, or official bank check.
 - d. In accordance with the Federal Debt Collection Improvement Act of 1996, the Tax Identification Number must be noted on the permit application.
 - e. Upon notification of a returned check for insufficient funds, the Permittee must make good the debt (by money order or official bank check) within 10 business days or the permit application will be denied for failure to pay required fees.
 - f. The NPS will assess a \$25 administrative charge, and any associated banking charges related to checks returned for insufficient funds.

I have read and agree to abide by the above Conditions.
Signature and Date:

- g. Any application for a new permit will not be processed until the applicant has satisfied the debt and all fees related to the returned check are paid.

- 19. **Rates for Services:** The park does not approve the rates charged by the Permittee.
- 20. **Complaints:** The park will send complaints and comments regarding Permittee services to the Permittee for investigation and response. The Permittee will provide a written response addressing the complaint to the visitor and will forward a copy of that response to the Chief Ranger within 15 business days of receipt from the park. A copy of the park's response to the visitor will be forwarded to the Permittee.
- 21. **Annual Report:** On or before January 31st, the Permittee shall submit an annual report, which summarizes total in park visitor use and includes gross revenues for the previous calendar year. The park will provide Permittee with the annual report form. For the purpose of this Permit, gross revenues are defined as the total amount received, realized by, or accrued to the Permittee for all sales of goods and services provided by the Permittee for payment by cash, barter, or credit pursuant to the privileges granted by this Permit.
- 22. **Late Annual Reports:** Failure to submit Annual Report by January 31st will result in immediate revocation of any permit(s).

Services:

- 23. **Carrying of Permit:** Each vehicle used in the providing of services within the park shall carry a current, signed copy of Form 10-114 (CUA) and the Conditions, as well as any pertinent Amendments and Addendums.
- 24. **Origin of Services:** All services authorized under this Permit must originate and terminate outside the park; and all aspects of business (i.e. advertisement, solicitation of business, exchange or collection of money, sale of goods or services, etc.) must take place outside the park. This Permit **specifically does not authorize** the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
- 25. **Provision of Services:** Only the Permittee and their employees are authorized to provide services specified in this Permit within the park. The Permittee may not subcontract or otherwise allow outside entities and/or non-registered employees to provide any services within the park under the auspices of this Permit. The Permittee and their employees may not provide any services other than those specified within the Conditions of this Permit unless specifically authorized by written agreement approved by the Superintendent.
- 26. **Definition of Authorized Services:** Services consist of providing guided tours by escorting clients to destinations within the boundaries of the park via roadways and trails.
 - a. The Permittee and their employees will maintain the required continuous presence with the clients from the moment of entering the boundaries of the park until the moment of exiting the boundaries of the park.
 - b. Vehicles used to provide this service are limited to only those registered and street legal passenger carrying vehicles on roads designated for such use. Off-road vehicle travel is specifically prohibited.
 - c. Tours are limited to 12 people, including staff.
- 27. **Use of Area:** This Permit is applicable only for the use of the areas and terms designated in the Permit. The Permittee and their employees will only provide services on land within the boundaries of the park, over roads and trails as shown on the current San Juan Island National Historical Park Official Map and Guide (2009 edition or later) enclosed with this Permit. Commercial services are specifically prohibited within any closed area designated by sign or fence.

28. **Damage to Natural/Cultural Resources:** The Permittee and their employees will ensure that no client damages or removes any archeological or historic resources or artifacts. Further, the Permittee and their employees will ensure that no client harasses, feeds, damages, or kills animals and plants.
29. **Commercial Filming and Photography (for advertising or other purposes):** Contact the Chief Ranger's Office as a separate Special Use Permit may be required for this activity. When asked to provide services in the park to any commercial film, research entity, or any agency, ensure the entity or agency possesses a valid Special Use Permit issued by the Chief Ranger's Office.

Insurance:

30. **Public Liability:** The Permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. The limits of liability shall not be less than as specified below and is required per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An excess liability policy, in addition to a comprehensive general liability policy, is required to achieve the required limits.
- a. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or will provide that the United States Government/National Park Service/San Juan Island National Historical Park be named as an additional insured.
 - b. The Permittee will obtain the following coverage:
 - (1) Commercial Comprehensive General Liability: **\$1,000,000 per occurrence.** The Permittee will carry Commercial Comprehensive General Liability insurance issued only by a United States company.
 - (2) Commercial Automobile Liability: This insurance is required for all owned, non-owned, and hired vehicles used in providing services under this Permit within the park. The minimum amount of Commercial Automobile Liability insurance required for this Permit is **\$500,000 per occurrence**, or the state minimum (based on Gross Vehicle Weight), whichever is greater.
 - (3) Product and Completed Operations Liability: If not provided under Comprehensive General Liability, the minimum amount of Product and Completed Operations Liability insurance required for this service is **\$500,000 per occurrence.**
31. **Worker's Compensation Insurance:** The Permittee will obtain coverage as required by the State of Washington.
32. **Certificates of Insurance:** The United States Government/National Park Service/San Juan Island National Historical Park must be named as **additional insured** in the certificate holder section of each Certificate of Liability Insurance. The **services authorized** by the Permit 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 each Certificate of Insurance; binders are unacceptable. **Each Certificate of Insurance for General Liability, Automobile Liability, and Workers Compensation Insurance must contain a 30-day cancellation clause.**
- a. It is the responsibility of the Permittee to ensure that a current and original Certificates of Insurance is always on file in the Chief Ranger's Office. The Permittee may direct his/her insurance agent to forward these documents to: San Juan Island National Historical Park, Attn: Chief Ranger, P.O. Box 429, Friday Harbor, WA 98250.
 - b. Failure to provide current Certificates of Insurance for the duration of the Permit will result in immediate suspension of the Permit for 10 days. During the suspension period, if proper insurance documentation is received the Permit will be reinstated after written notification from the Chief Ranger's Office is received by the Permittee.
 - c. If proper insurance documentation is not received by the end of the suspension period, the Permit will be immediately revoked.

- d. Repeated failure to comply with these requirements will result in permit revocation.

Health and Safety:

33. **Required Paperwork:** This employee is required to carry on their person and show at the request of a law enforcement ranger, current and original (not a copy) CPR and First Aid cards. Each card must be signed by an approved instructor and show an expiration date.
34. **Required Equipment:** Each vehicle will be equipped with a first aid kit that meets federal OSHA recommendations. While hiking, this first aid kit will be carried by the employee that is certified in CPR and first aid. These kits are available on the internet and can be easily found for under \$30 by entering "ten person first aid kit that meets federal OSHA recommendations" into a search browser.
35. **Emergency Procedures:** The Permittee and their employees will **immediately report life-threatening incidents**, whether involving their group or other parties, by reporting the incident to a 911 operator.
36. **Reporting Accidents/Injuries:** The Permittee is required to formally report in writing all incidents involving an accident, collision, fire, injury, or other casualty to the Chief Ranger within 24 hours, **regardless of the extent of damages**. Filing this report does not satisfy applicable State and County accident reporting requirements.
37. **Health and Sanitation:** Permittee will comply with applicable public health and sanitation standards and codes.
38. **Food Service:** Food service will be provided in accordance with current U.S. Public Health Service Food Code. Food service is subject to inspection by the National Park Service Sanitarian.
 - a. Only commercially prepared pre-packaged food and beverages may be provided by the Permittee to their clients.
 - b. Alcohol must not be provided.
39. **Waste Disposal:** Permittee will ensure that employees and clients properly dispose of activity-generated debris in park provided containers and not left next to the containers. Additionally, employees and clients will utilize park provided restroom facilities.

Identification:

40. **Identification Badges:** The Permittee will provide employees with company identification badges that clearly identify the bearer to park personnel and to the visitor. The employee must have this identification clearly visible on his/her person while working within the park.
41. **Vehicle/Vessel Signage:** Vehicles used to provide services in the park are required to be easily identifiable by signage and will comply with the established guidelines listed below:
 - a. Identification is limited to company name, logo, and telephone number and/or as required by state and/or federal motor carrier regulations.
 - b. Signage may not state, imply, or refer to pricing, services, and/or products provided.
 - c. Minimum size of lettering: 2½ inch.
 - d. Signage must be professionally applied. Use of hand applied, self-adhesive lettering such as commercially available for houses and/or mailboxes, or non-professional hand painted lettering is not acceptable.
 - e. Signage must be located on both sides of the vehicle.

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
San Juan Island National Historical Park
P.O. Box 429
Friday Harbor, WA 98250

Commercial Use Authorization
(Must be carried with Commercial Use Authorization (CUA) Conditions)

(Please print with black ink or type information so it is easy to read)

NAME
ORGANIZATION
ADDRESS
TELEPHONE NUMBER
FAX NUMBER

Park Alpha Code: 9530
Type of Use: Road based tour
Permit #: 11-CUA-00 -

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

San Juan Island National Historical Park

The permit begins at 12:00 a.m. on the date signed by the Superintendent (see below)

The permit expires at 11:59 p.m. on December 31, 2011 (Month/Day/Year).

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

Vehicle tour (and hiking)

List additional pre-approved activities here (print with black ink or type information so it is easy to read) _____

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

PERMITTEE: _____
Signature Title Date

Reviewing NPS Official: _____
Signature Chief Ranger Date

Authorizing NPS Official: _____
Signature Superintendent Date