



FRONT-COUNTRY COMMERCIAL USE AUTHORIZATION APPLICATION



Sequoia and Kings Canyon National Parks
Attention: Commercial Services Office
47050 Generals Highway, Three Rivers, CA 93271
Email: seki_cua@nps.gov

Refer to application instructions at the end of this application. Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

- 1. Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*
- 2. Will you be providing this service in more than one park?** Yes No *If "Yes", list all parks and services provided.*
- 3. Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*
- 4. Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

5. Mailing Addresses

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

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

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

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

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

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

Sole Proprietor

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

Name:

Name:

Limited Liability Company

Corporation

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

Other

7. Business License – State and Number:

Expiration Date:

8. Employer Identification Number (EIN):

9. Liability Insurance:

Provide proof of liability insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A"). Auto Liability Insurance is also required at the minimum coverage amounts described below.

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

Yes No

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

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

11. Additionally Required Documentation:

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

12. DOI Employment:

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

Yes No If "Yes", please provide information below:

Employee Name: _____ Title: _____

Bureau or Office where employed: _____

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

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

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

Date of violation or incident under investigation: _____

Name of business or person(s) charged: _____

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

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

Additional Detail (optional): _____

(Results) Action Taken by Court: _____

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

15. 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.

Signature

Date

Printed Name

Title

NOTICES

Privacy Act Statement

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

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

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

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

Paperwork Reduction Act Statement

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

Estimated Burden Statement

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

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

FRONT-COUNTRY COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

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

- Guided Day Hiking
- Guided Nordic Activities (Nordic Skiing, Telemark Skiing, Snowshoeing, and Snowboarding)
- Guided Fishing Instruction
- Guided Photography Workshop/Instruction

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

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 owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. Provide contact information for both the main season and the off-season. Your contact information may also be published in the NPS Commercial Services Directory.
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 state, 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, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance if you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). You may be subject to additional insurance requirements. Refer to "Attachment A".
10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
11. Provide copies of additional documentation as required by "Attachment B".
12. Indicate if you, your spouse, or parent (if you are a minor child) is employed by the U.S. Department of the Interior (Department). Departmental ethics regulations at 5 C.F.R. § 3501.103(c) prohibit Department employees, their spouses, and minor children, from acquiring or retaining permits, leases, and other rights in Federal lands granted by the Department. This prohibition includes any commercial use authorization to conduct commercial activities or services on Department property.
13. Provide details 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. Do not include minor traffic tickets.
14. Include payment of the Application Fee - A non-refundable Application Fee of \$500.00 is required when submitting an application for consideration. If issued a CUA, the Park will assess a Monitoring Fee based on a percentage of gross receipts earned from use in the parks. See "Attachment C" for fee schedule and payment information.
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

Attachment B: List of Additionally Required Documentation and Due Dates

Attachment C: Fee Schedule and Payment Information

Attachment D: Acknowledgement of Risk Form

Attachment E: Operating Plan

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

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].

- 2. Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
- 3. Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
- 4. Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
- 5. Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- 6. Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
- 7. CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
- 8. Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- 9. Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
- 10. Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
- 11. Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
- 12. Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.
- 13. Reporting:** The holder is to provide the area Superintendent upon request a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).
- 14. Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
- 15. Minimum Wage:** The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at seki_cua@nps.gov, or by going to the park CUA webpage at <https://www.nps.gov/seki/getinvolved/dobusinesswithus.htm>.
- 17. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 18. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

SPECIAL PARK CONDITIONS COMMERCIAL USE AUTHORIZATION

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS AUTHORIZATION. All pages of this authorization must be carried and available for inspection by the Holder or its employees at all times while operating within Sequoia and Kings Canyon National Parks. Failure to carry all pages is a violation of terms and conditions of this authorization.

- 1. Permits/Licenses** – The Holder must obtain all permits or licenses of California State or local governments, as applicable necessary to conduct the business activities specified above and must operate in compliance with all applicable federal, state and local laws and regulations. Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service or Law Enforcement personnel.
- 2. Authorization Compliance** – Violations of the authorization terms may result in either a citation or warning by and at the discretion of field staff. Citations may subject the commercial operator to penalties as prescribed by law or regulation. Warnings do not carry criminal penalties but are official notice of non-compliance. Either warnings or citations may result in actions against the provider's authorization, including suspension of the authorization or exclusion from doing business in the park. The holder must comply with all of the conditions of the authorization, including all exhibits, amendments, application requirements and written or verbal directives from the Superintendent.
- 3. Service Type- Front-country CUA-** This CUA is valid for front-country travel only. Use of Wilderness areas is not authorized under this CUA. Advertisement or operation of distinct commercial trips in Wilderness requires a separate Wilderness CUA.
- 4. Reporting Requirements** – Actual use shall be reported on the provided Monthly Report (*NPS Form 10-660A*) by the 15th of each month. Gross receipts earned in the park will be reported on the Annual Report (*NPS Form 10-660*).
- 5. Fees** – The Holder will be required to pay all applicable park fees (e.g. entrance, commercial use, etc.). A non-refundable fee of \$500 is required when submitting an application for consideration. The Holder is required to remit an annual Monitoring Fee based on gross receipts at the end of each calendar year. Gross receipts will be reported on the Annual Report (*NPS Form 10-660*) due each year on January 15th. The non-refundable application fee will be deducted from the percentage of gross receipts fee. Failure to pay assessed fees will result in revocation of the CUA.
- 6. Business Operations** - This authorization 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. The Authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
- 7. Area Use** – This authorization is applicable only for the use of the area, term, and conditions designated herein. 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. Approved front-country activities are permitted in all areas of the front-country of Sequoia and Kings Canyon National Parks with the exception of service-specific restrictions. The superintendent reserves the right to close any area to commercial activities if conditions warrant.

Specific “no overnight use” trails located within wilderness are temporarily exempted from the Commercial Service Day (CSD) limitations of the Extent Necessary Determination (END). Trails that meet these criteria are limited to Buena Vista, Big Baldy, Lost Grove, Muir Grove, Little Baldy, Tokopah Falls, Marble Fork Trails, and Giant Forest and Crystal Cave areas. Commercial trips in all other wilderness areas within SEKI require the award of a Wilderness CUA.

8. Nonexclusive Authorization – The Holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the Holder a preferential or exclusive right to conduct business in any NPS administered area.

9. 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.

10. Company Identification – All guides must visibly identify the company for which they work.

11. Employee/agent responsibility – The Holder shall ensure that all company employees and transportation operators entering the park are informed of all of the conditions of this authorization. (The Holder may be cited for any authorization violations committed by their employee and/or agent.)

12. Behavior and Conduct - The Holder and its agents are required to exercise courtesy and consideration in their relations with the public and with NPS employees, volunteers or other park agents. The Holder will review and correct the conduct of any of its employees whose actions or activities are considered by the Service to be inconsistent with the experience, enjoyment, and protection of visitors and stewards of public land.

13. Guide Registration - The Holder will register all guides with the park by submitting a completed Staff Registration Form for all employees guiding within the park. The Holder will employ a staff with the expertise to operate all services authorized under this CUA.

14. Guides – Each group must have one guide identified as the Lead Guide who will remain with the group at all times. If the party is divided into more than one group, each group will have a Lead Guide. The Lead Guide will inform the group of all park rules and regulations and has responsibility for the group.

15. Guide Equipment – A group size first aid kit will be carried by each group. The guide will carry a small shovel, toilet paper and plastic baggies for appropriate disposal of human waste. Guides will also be prepared for emergency situations where they may need to revise their original trip plan to accommodate clients who may be struggling to complete their intended hike. Some recommended additional items include flashlight, compass, extra food and water and emergency overnight equipment.

16. Client Equipment – The Lead Guide will ensure that each member of the group has adequate food and water for the proposed itinerary, appropriate footwear, clothing, light sources and sunscreen. Clients will also be prepared for emergency situations where the original trip plan may need to be revised due to unforeseen emergency situations. Some recommended additional items include flashlight, compass, extra food and water and emergency overnight equipment.

17. Trip Orientations – The Lead Guide must provide an orientation to clients for the proposed itinerary prior to the trip start and be capable of revising the itinerary for the group or an individual if an emergency situation occurs. The orientation must emphasize safety and include basic hiking etiquette when passing other hikers or mules, Leave No Trace principles, park rules and regulations, safety and emergency procedures, bear habitat concerns, litter, human waste, the nature, demands and dangers of the trip. Each participant will be supplied with a map (may be photocopied) of the trail hiked. Guides will provide their clients with accurate information on a broad spectrum of topics related to the Sequoia and Kings Canyon National parks, including, but not limited to, geology, wilderness impacts, history, ecology, etc.

18. Fitness- Travel in SEKI has inherent risks and CUA Holders assume complete responsibility for their own safety and that of the staff, volunteers and clients under their care. Rescue is not a certainty. Wilderness users should be in good physical condition and should be able to survive on their own by taking the necessary precautions and equipment. Guides should evaluate the fitness of their clients and adjust trip plans to accommodate fitness levels.

19. Insurance –The Holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this authorization. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever. The Holder shall provide the Superintendent a Certificate of Insurance at the inception of this authorization and annually thereafter; and shall provide the Superintendent ten (10) days written notice of any material change in the Holder’s insurance program hereunder. Upon notification that the Holder’s automotive or general liability insurance has lapsed or cancelled for any reason, the authorization to operate in the park shall be suspended until new insurance is in place.

General Liability – The Holder shall obtain general liability insurance in at least the amount of five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) general aggregate or a greater limit required based on activity. See CUA Application for limits based on activity.

Additional Insurance – Automobile liability insurance and/or Workers' Compensation Insurance may be required depending on operations.

20. Reporting Accidents – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All motor vehicle accidents resulting in injury, personal/government property damage, or injury to park wildlife or resources must be reported by dialing 911 [emergencies] or by calling park dispatch at (559) 565-3195 [non-emergencies]. Commercial operators must remain on scene until the arrival of law enforcement officers.

21. Separated Passengers / Rescues – All commercial operators are responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to park dispatch as soon as possible and without unnecessary delay, at 559-565-3195. While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.

22. Food Storage – The Holder is required to properly store all food items while operating in the park and must follow all park Food Storage Regulations: <http://www.nps.gov/seki/planyourvisit/bears.htm>. A list of approved portable food storage containers is available at: http://www.nps.gov/seki/planyourvisit/bear_bc.htm. Caching of food and gear in food storage boxes is not permitted.

23. Wildlife- Wildlife should not be approached to within a distance that causes observable signs of stress, unless the approach is an effort to discourage animals from entering campsites. Signs of stress vary by species, but may include vocalizations, moving away, freezing in place, etc. A general guideline is to remain at least 100 yards from bear, deer, or bighorn sheep and 25 yards from other wildlife, including nesting birds.

24. Personal Consumption of Wild Edibles – Gathering of fruits, nuts, berries, edible plants, or plant parts for personal consumption is permitted. Wild edibles or other plant matter may not be gathered for transport outside the park or for commercial purposes.

25. Cigarette Smoking – Smoking on trails is highly discouraged. Smokers must use caution when smoking to prevent dropping ashes or embers that might ignite a wildfire. Cigarette butts are trash and must be packed out of the corridor/wilderness for proper disposal.

26. Human Waste/Waste Management – Groups are required to abide by all park rules regarding proper disposal of human waste. Improper disposal of human waste is a violation of park regulations and violators are subject to fines. **All** trash must be packed out and disposed of in an appropriate waste container. In non-developed areas, human waste must be disposed of according to *Minimum Impact Restrictions* using Leave No Trace Principles.

27. Health and Sanitation – The Holder will comply with applicable public health and sanitation standards and codes. The Holder or its employees are not authorized to use the park's dump stations. The Holder is responsible for the removal of all trash associated with the Holder's visit to the park and is prohibited from depositing commercial waste into park trash containers. The Lead Guide will promptly report information about any human illness, whether employees or guests, to the park dispatch at (559) 565-3195.

CONDITIONS OF SPECIFIED USES: DAY HIKING

1. Guide Qualifications – The following minimum qualifications must be met by each guide operating within Sequoia and Kings Canyon National Parks.

- Guides must be at least 18 years of age and physically capable of hiking and/or packing in the high alpine or wilderness environment.
- Guides must be trained in basic safety and resource protection, "Leave No Trace" principles, park rules and regulations and in the requirements of the CUA conditions.
- It is recommended that all guides obtain Food Handling training and certification.
- Guides must possess previous relevant outdoor experience and have traveled and/or camped in areas to be guided prior to guiding it.
- All guides must possess a valid Basic First Aid certificate plus adult CPR. Wilderness First Aid or Wilderness First Responder certification is recommended.

2. Guide-to-client Ratios – Maximum group size is 15 people including guides when on trail and 12 people including guides when off trail, except in areas noted in the annual *Minimum Impact Restrictions*. All groups will maintain a ratio of no fewer than 1 guide for 1-14 clients. If the Holder has staff members participating in a training capacity, those staff members will not be counted in the staff/client ratio.

**CONDITIONS OF SPECIFIED USES:
FISHING INSTRUCTION**

1. Guide Qualifications – The following minimum qualifications must be met by each guide operating within Sequoia and Kings Canyon National Parks.

- Guides must be at least 18 years of age and physically capable of hiking and/or packing in the high alpine or wilderness environment.
- Guides must be trained in basic safety and resource protection, “Leave No Trace” principles, park rules and regulations and in the requirements of the CUA conditions.
- It is recommended that all guides obtain Food Handling training and certification.
- Guides must possess previous relevant outdoor experience and have traveled and/or camped in areas to be guided prior to guiding it.
- All guides must possess a valid basic first aid certificate plus adult CPR. Wilderness First Aid or Wilderness First responder certification is recommended.
- Guides must possess a California Department of Fish and Game Guide License. A copy of guides’ valid California State Guiding Licenses must be placed on file in the Concessions office at Sequoia and Kings Canyon National Parks. Clients who are 16 years of age or older must have a valid California State Fishing License in their possession while fishing in Sequoia and Kings Canyon National Parks.

2. Guide-to-client Ratios – Maximum group size is 15 people including guides when on trail and 12 people including guides when off trail, except in areas noted in the annual *Minimum Impact Restrictions*. All groups will maintain a ratio of no fewer than 1 guide for 1-7 clients or 2 guides for 8-13 clients. If the Holder has staff members participating in a training capacity, those staff members will not be counted in the staff/client ratio.

3. Fishing Regulations - Refer to California state fishing regulations for the Sierra District for current limitations and open seasons as well as special state regulations. [State fishing regulations](#) apply to all areas in Sequoia and Kings Canyon National Parks, with the following exceptions: All live, dead, and scented bait is prohibited. Only artificial flies or lures are authorized. In waters below 9,000 feet elevation that are not located in developed areas, barb-less hooks are required. Rainbow trout, Sacramento sucker, sculpin, California roach and Kern rainbow must be released. Developed areas are defined as areas within one-quarter (0.25) of a mile of buildings, campgrounds, picnic areas or parking lots that accommodate more than five (5) vehicles.

4. Fishing in any manner other than by hook and line, with a rod or line being closely attended in such manner that the fish voluntarily takes the bait or lure in its mouth is prohibited. Each angler is limited to only one rod; fishing in any other manner is prohibited. Only lead-free artificial lures or flies may be used. Leaded split-shot sinkers, weighted jigs (lead molded to a hook), and soft lead-weighted ribbon for nymph fishing are not allowed. No live or dead bait may be used, including but not limited to fish, amphibians, insects, eggs or scented or flavored artificial baits. Chumming or placing preserved or fresh fish eggs, food, fish parts, chemicals, or other foreign substances in fresh waters for the purposes of attracting fish in order that they may be taken is prohibited.

5. Area Restrictions- Fishing from any bridges used by vehicles is prohibited. The use of flotation devices, boats, or rafts is prohibited. Areas used for fishing must remain essentially in the same condition as prior to its use by the holder. Logs and/or rocks may not be moved. Tree limbs and/or bushes may not be cut down or broken off to improve fishing experience. Riparian areas have a high potential for resource impact; use sensitivity and care when traveling those areas.

6. Disposal of Fish Entrails- Fish entrails must be disposed of by puncturing the air bladder and depositing the entrails in deep water of the lake or stream from which they were taken, at a distance of 200 feet or more from any campsite. Food Storage regulations must be followed at all times.

7. Decontamination of Equipment- Before entering the parks, the holder must ensure equipment to be used in the authorized activity (rod, reel, wading boots, gear, etc.) has been inspected and cleaned of all visible debris, and boots and waders have been decontaminated to kill invisible or hard-to-see plants, animals and microbes. These practices will help protect park waterways and native species by preventing the spread of harmful exotic species. A suggested decontamination protocol is provided: <http://www.fs.fed.us/invasivespecies/prevention/playingSMART.shtml>.

**CONDITIONS OF SPECIFIED USES:
PHOTOGRAPHY WORKSHOP/INSTRUCTION**

1. Guide Qualifications – The following minimum qualifications must be met by each guide operating within Sequoia and Kings Canyon National Parks.

- Guides must be at least 18 years of age and physically capable of hiking and/or packing in the high alpine or wilderness environment.
- Guides must be trained in basic safety and resource protection, “Leave No Trace” principles, park rules and regulations and in the requirements of the CUA conditions.
- It is recommended that all guides obtain Food Handling training and certification.
- Guides must possess previous relevant outdoor experience and have traveled and/or camped in areas to be guided prior to guiding it.

All guides must possess a valid basic first aid certificate plus adult CPR. Wilderness First Aid or Wilderness First Responder certification is recommended.

2. Guide-to-client Ratios – Maximum group size is 15 people including guides when on trail and 12 people including guides when off trail, except in areas noted in the annual *Minimum Impact Restrictions*. All groups will maintain a ratio of no fewer than 1 guide for 1-7 clients or 2 guides for 8-13 clients. If the Holder has staff members participating in a training capacity, those staff members will not be counted in the staff/client ratio. The group must separate into groups of 3-4 people at each permitted location in order to minimize congestion at walkways and on trails and to avoid negatively impacting the ability of other visitors to easily access and enjoy areas these popular park features. A maximum of two vehicles may be parked at anyone location so as not to impede other visitors' access to park sites. Parking must be in designated parking areas or turnouts. Parking along road sides is prohibited.

3. Approved Locations- General Locations- Photography locations within the **front country** may include: Giant Forest, including Moro Rock/Crescent Meadow Road, at the Tunnel Log, Congress Trail, Round Meadow/Big Trees Trail, Huckleberry Trail, Old Moro Rock Trail, Hanging Rock Trail, Sunset Trail, and Soldiers Trail, as well as areas immediately adjacent to designated parking areas and turnouts in Sequoia National Park. In Kings Canyon National Park, areas in which photography services may be allowed are North Grove Loop, Big Stump area, Zumwalt Meadow, Roads End, and other areas immediately adjacent to designated parking areas and turnouts. **Specific locations for photography workshops are subject to park approval once the application and trip itinerary is reviewed. Elementary instruction is restricted in high-use visitor areas or areas where it may otherwise impede the public's ability to enjoy the park.**

4. Moro Rock Restrictions: Still photography at Moro Rock must be limited to only 3-4 people on the trail at a time, due to its high level of visitor use. No tripods may be used when taking photographs along the trail, for safety reasons. Tripods should be used sparingly at the top of Moro Rock, so as not to impede visitor access or create trip hazards. Along the trail, participants must use turnouts when taking photos to not impede other visitors' access.

5. Photographic Equipment Restrictions- The holder must use minimum-impact techniques when using photographic equipment along trails and when in/around sensitive and/or confined areas. The holder may use only hand-carried equipment, i.e., tripod, interchangeable lenses and battery-operated flash. In outdoor settings, the holder is prohibited from using generators, artificial lighting and/or tracks, commercial film equipment, props, sets, or audio devices. Strobe lights and/or camera flash modules may not be used in outdoor nighttime settings where wildlife may be disturbed. The holder will not use external speaker/audio devices such as AM/FM radios and/or CD/mp3/mp4 players unless personal headphones are used.

6. Videography Prohibition- Videography is not allowed under a CUA permit. The holder is prohibited from conducting commercial filming for the purpose of commercial resale. Commercial filming and photography is regulated under a separate Special Use Permit (SUP). Information on Commercial Filming and Photography SUPs can be found at <https://www.nps.gov/seki/getinvolved/filmpermits.htm>

CONDITIONS OF SPECIFIED USES:

NORDIC DAY USE (Nordic Skiing, Telemark Skiing, Snowshoeing, and Snowboarding)

1. Guide Qualifications – The following minimum qualifications must be met by each guide operating within Sequoia and Kings Canyon National Parks.

- Guides must be at least 18 years of age and physically capable of hiking and/or packing in the high alpine or wilderness environment.
- Guides must be trained in basic safety and resource protection, "Leave No Trace" principles, park rules and regulations and in the requirements of the CUA conditions.
- It is recommended that all guides obtain Food Handling training and certification.
- Guides must possess previous relevant outdoor experience and have traveled and/or camped in areas to be guided prior to guiding it.
- All guides must possess a valid basic first aid certificate plus adult CPR. Wilderness First Aid or Wilderness First Responder certification is recommended.
- Lead guides must be trained instructors. Documentation of training certifications must be placed on file in the Concessions office at Sequoia and Kings Canyon National Parks.

2. Guide-to-client Ratios – Maximum group size is 15 people including guides when on trail and 12 people including guides when off trail, except in areas noted in the annual *Minimum Impact Restrictions*. All groups will maintain a ratio of no fewer than 1 guide for 1-7 clients or 2 guides for 8-13 clients. If the Holder has staff members participating in a training capacity, those staff members will not be counted in the staff/client ratio.

3. Activity Restrictions- The holder may not provide ski schools, ski instruction or trips that include extreme skiing, boarding, or technical winter mountaineering under this authorization.

**ATTACHMENT A
CUA Insurance Requirements**

Commercial General Liability (CGL) Insurance

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

COMMERCIAL GENERAL LIABILITY INSURANCE	Minimum per Occurrence / General Aggregate Liability Limits
Fishing Instruction, Photography Instruction (workshop)	\$500,000 / \$1,000,000
Day Hiking, Nordic Activities	\$1,000,000 / \$2,000,000

Other Required Insurance

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

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

Insurance Company Minimum Standards

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

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best’s Financial Size Category of at least VII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- Be written in English with monetary amounts reflected in USD
- Reflect that insurance coverage is effective at time of CUA Application submission
- Name as insured the business or person that is providing the service
- Name the United States as additional insured, at the following address: 47050 Generals Highway, Three Rivers, CA, 93271.
- Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
- Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- Include insurance provider rating or provide in separate document

ATTACHMENT B
List of Additionally Required Documentation and Due Dates

AUTHORIZED COMMERCIAL SERVICE REQUIREMENT	DESCRIPTION OF REQUIRED DOCUMENTATION	DUE DATES
Application	NPS Form 10-550	Postmarked or emailed no later than 90 days before planned operations
Staff List and Guide Certifications	A roster of all individuals supporting trips and guiding in the park along with applicable certifications, as listed in Conditions of Specified Uses. Include copies of certifications and/or licenses	Due no later than 30 days prior to operating in SEKI
CUA Insurance Requirements	<ul style="list-style-type: none"> a) Current Certificate of General Liability Insurance is required for all operators as outlined in Attachment A b) Auto Liability Insurance is required if clients are transported by Holder's employee. c) United States of America listed as additional insured, at the following address: 47050 Generals Highway, Three Rivers, CA, 93271. 	Due with Application.
Application Fee	\$500 non-refundable application fee due at time of application plus annual Market Price Fee due at end of year. See Attachment C: Fee Schedule and Payment Information.	\$500 Non-Refundable Application Fee Due with Application. If paid through pay.gov, include copy of transaction confirmation email from pay.gov.
Acknowledgement of Risk Form	If the operator uses an Acknowledgment of Risk Form, the language must follow the approved NPS Acknowledgment of Risk format outlined in Attachment D. A waiver of liability statement, insurance disclaimer, and/or indemnification agreement is not allowed.	Due with Application.
Operating Plan	Submit responses to questions outlined in Attachment E.	Due with Application.
Documentation of Leave No Trace training	Certificate of Leave No Trace training	Due with Application.
Rate schedule and Links to Promotional Information	A copy of current service rates and promotional materials, provided in any of the following ways: website/digital link, brochure, other media	Due no later than 30 days prior to operating in SEKI.
Itineraries	Itineraries are due for any scheduled, planned, reserved, or booked trips that have 10 or more people (guides + clients).	Due no later than July 1 st annually or 30 days prior to operating in SEKI.

ATTACHMENT C Fee Schedule and Payment Information

Fee Schedule

A non-refundable Application Fee of \$500 is required when submitting an application for consideration.

If awarded a CUA, the Holder is required to remit an annual Market Price Fee based on gross receipts at the end of each calendar year. Gross receipts will be reported on the Annual Report (NPS Form 10-660) due each year on January 15th. "Gross receipts" means the total of all revenue received for services performed within SEKI. Revenue generated outside of the park is not subject to reported gross receipts for purposes of the annual Market Price Fee.

Gross Receipts	Fee Percentage
For gross receipts between \$0.01 and \$250,000.00	3% of gross receipts
For gross receipts between \$250,000.01 and \$500,000.00	4% of gross receipts in addition to the prior amount
For gross receipts over \$500,000.01	5% of gross receipts in addition to the prior two amounts

The non-refundable Application Fee will be deducted from the percentage of gross receipts. If the gross receipts fee is less than the non-refundable Application Fee, then no Market Price Fee is due for that year. These fees will remain in effect until December 31, 2021, at which point it may be revised in accordance with Section 418 of P.L. 105-391, 36 CFR 5.3, and RM48B Interim CUA Guidelines, and associated guidance from the Washington Area Support Office and the Pacific West Regional Office. Operators will be issued an annual bill for any balance due. Payment is due within 30 days of billing.

Payment

The preferred method of payment for the Application Fee is by using the online payment portal Pay.gov.

Payment is also accepted by check or money order (made payable to the National Park Service). If paying by check or money order, send payment to the address below:

Sequoia and Kings Canyon National Parks
Attn: Commercial Services Office
47050 Generals Highway
Three Rivers, California 93271

Applicants must follow the steps in the instructions below in order to process payment through Pay.gov.

- Use an internet browser and type "www.pay.gov" into the address bar.
- Use the Search bar in the main page of Pay.gov to search for "SEKI Commercial Use Permit Fee," and then select the search icon.
- Under the heading "Sequoia and Kings Canyon National Park Commercial Use Permit Fee," select the "Continue" button.
- Review the "Before You Begin" screen and select the "Continue to the Form" button.
- On the "Complete Agency Form" screen, type in the information as it relates to you.
- If applying for the Front Country CUA, select "Front-Country CUA Application Fee"-Total amount due=\$500.
- Select "Continue" to proceed to the payment screen.
- Enter the appropriate information for your payment preference method in the "Enter Payment Info" screen. Select "Continue" at the bottom.
- Review all the information you have entered on the "Review and Submit" screen and select "Continue" to finish payment. If you have made an error, you can use the back arrow to correct any screen.
- The "Confirmation" screen will display a payment confirmation number. A confirmation email will be sent to you.

ATTACHMENT D
Acknowledgement of Risk Form

CUA Holders cannot require visitors to sign a waiver of liability statement, insurance disclaimer, or indemnification agreement. If you provide high-risk services, you may advise visitors of risks associated with the activity through the use of a visitor acknowledgement of risk form (VAR). An acceptable VAR template is provided below. Additional information on NPS CUA use of a visitor acknowledgement of risk form can be obtained at: <https://www.nps.gov/subjects/cua/cua-insurance.htm>.

It is permissible to fill in the blanks and insert a description of risks in the indicated location, but any other alteration to the content of this template, by adding clauses or words, particularly statements related to liability or indemnification, or altering the existing language, can result in an invalid VAR unless your company requests that the park seek legal review of your changes and alterations.

Visitor Acknowledgment of Risk Template

This is provided as an example. Create your own copy starting with the language below and filling in information as appropriate

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter 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.

[\[insert a paragraph here with a more detailed description of risks if you deem it necessary\]](#)

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 from 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 me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature

Date

Signature of Parent of Guardian, if participant is under 18 years of age

Date

ATTACHMENT E **Operating Plan**

NOTE: Due to the Commercial Services Office along with the Application. Failure to do so will result in your application being withdrawn from consideration.

Responses may be no greater than 4 pages.

1. Provide an explanation of services to be provided and proposed locations for said services, group size and client to guide ratios for services.
2. Describe the resource protection measures taken to avoid impacts to ecosystems and other visitors' experiences.
3. Describe the range and extent of cultural and environmental information that the guides will be prepared to share with clients.
4. Describe your accident prevention program – include safety precautions, procedures, environment assessment and client assessment.
5. Describe your ability to safely manage incidents and emergencies that minimize injury, natural resource loss, or equipment loss.
6. State in detail your company's overall background and experience in the safe operation of guided commercial services. Include experience providing commercial services with conditions similar to those in Sequoia and Kings Canyon.
7. Does your company have any previous permits to provide guided services with any other public agencies? Have any permits ever been put on probation, suspended, revoked or denied?
8. Describe how you expect your employees to act and to interact with the public and other commercial operators during a guided trip within Sequoia and Kings Canyon.