National Park Service
U.S. Department of the Interior

WWII Valor in the Pacific
National Monument

Commercial Services Program

1845 Wasp Blvd, Bldg 176
Honolulu, HI 96818

808-725-6150 phone
808-725-6161 fax

WWII Valor in the Pacific National Monument

COMMERCIAL USE AUTHORIZATION | 2016

INFORMATION & PARK-SPECIFIC INSTRUCTIONS
ATTACHMENTS A and B

Thank you for your interest in a Commercial Use Authorization (CUA) to offer transportation services to the WWII Valor in the Pacific National Monument (VALR). We appreciate the important role transportation operators play in visitor experiences at national parks. Please thoroughly read the following information and the enclosed permit application and conditions to determine if a CUA is appropriate for your organization.

General CUA Information and List of Approved Services

Commercial Transportation is the only approved service at WWII Valor in the Pacific National Monument (VALR).

You are required to obtain a Commercial Use Authorization (CUA) annually if your company offers commercial transportation services to or from VALR, including the Pearl Harbor Visitor Center. Once approved, the CUA will be valid through December 31, 2016.

Applications for the Commercial Use Authorization and all required documentation must be completed and mailed to:

National Park Service
ATTN: Commercial Services Program Manager
1845 Wasp Blvd, Bldg 176
Honolulu, HI 96818

Your company is not authorized to operate on site until you have received your approved CUA and decals. Each decal must be affixed to the windshield of the assigned vehicle.

After a completed application, correct fees, and all required documents and information are received, ten (10) business days will be required to process new CUAs. After completed decaled vehicle list, correct fees, and all required documents are received, a minimum of five (5) business days is required to process additional vehicle decal requests.

CUA Fee Schedule

The annual Commercial Transportation Vehicle CUA Application Fee per company is $400.00. The Application Fee is a mandatory, one time, non-refundable fee submitted by the applicant with the completed application. The NPS assesses the Application Fee to recover all administrative costs associated with reviewing and approving or denying applications for CUAs (RM 48B).

The annual CUA Vehicle Decal Fee is $200.00 per vehicle to recover direct and indirect costs incurred by the NPS as a result of the commercial use. Every commercial vehicle entering the park is required to have a vehicle decal displayed on the inside top center of the windshield so that NPS staff can easily identify it as an authorized vehicle. Vehicle decals will be issued by Vehicle Identification Numbers provided on the application by the company. All vehicles coming to the Monument must be listed on page 13 of this CUA, the “List of Authorized Company Vehicles That Will Operate On Site.” Each vehicle entry must include a VIN number and have supporting insurance.

Other Information

1. **Ethics –** The Holder is prohibited from soliciting or providing any NPS employee gifts or gratuities (i.e. cash, things of value, or food).

2. **Site Visits -** The Holder may request site visits for new employees by contacting the Commercial Services Program Manager.

3. **Annual Report -** The Holder agrees to complete the Annual Report (NPS Form 10-660) in the form included with this Commercial Use Authorization by February 01, 2016.

4. **Tickets –** The following terms shall apply:

   1. Tickets for time-specific Programs are allocated to four (4) primary user groups: Educational Groups, Active Military Commands, Free and Independent Travelers, and CUA Holders.

   2. The Holder is authorized to reserve a limited number of tickets in advance for time-specific Programs online at www.recreation.gov, and to bring visitors to the Monument to seek first-come, first-serve tickets for same-day time-specific programs. The Holder may reserve a maximum of 50 tickets online per time-specific program from the Commercial Transportation Service CUA group allocation on recreation.gov.

   3. The NPS sets aside a number of first-come, first-serve tickets for same-day time-specific programs. These tickets are distributed in the order that visitors arrive, without reservations, biases, or preferences. Visitors are given priority for specific ticket tour times based on their arrival at the NPS ticket and information desk at the Monument on the day of the tour. The earlier a visitor physically requests tickets at the NPS ticket and information desk, the better their chances are of obtaining tickets for preferred tour times. Although NPS makes every effort to maintain normal ticket times, allocations are subject to change by the NPS at any time and without prior notice or compensation. The Holder also may obtain same-day first-come, first-serve tickets for clients who are physically standing in the ticket line at the NPS ticket and information desk. There is no limit on the number of first-come, first serve tickets a Holder may obtain in this manner. The Holder may also request tickets for a later program as long as clients are physically standing in the ticket line at the time tickets are obtained from the ticket counter.

   4. The Holder is responsible for the proper management, control, and use of tickets issued to them by the NPS, including tickets reserved through www.recreation.gov.

   5. Tickets will not be replaced if lost, stolen, or destroyed, and are valid only for the time-specific program for which the ticket was issued.

   6. Tickets are non-refundable and non-transferrable. The NPS will not exchange tickets for earlier or later tickets or accommodate the Holder with rebooks under any circumstances.

How to Apply

1. *CUA Application*. This document must be signed by the owner or authorized agent of the company who has legal authority to act for the company. Pages 6 – 12 require initials. Retain a copy of all documents for your records as the signed application indicates compliance with all CUA conditions stated therein. A copy of the CUA must be kept on board every vehicle operating on site. The name of the Holder listed on page 2 of the Application must match the name listed in the PUC register at http://dms.puc.hawaii.gov/dms/ActiveMotorCarriersReport.jsp. Permit Holders may indicate their company title preference on the "Doing Business As (DBA)" line.

   Complete and sign the Commercial Use Authorization Cover Sheet, Form 10-115, which immediately follows the Application.

2. *Certificate of Insurance (including both General Liability and Automobile Liability)* listing "The U.S. Government, National Park Service" as Additional Insured. The Certificate Holder Block must read:

   US Government/National Park Service
   WWII Valor in the Pacific National Monument
   1845 Wasp Blvd, Bldg 176
   Honolulu, HI 96818

   Each company vehicle listing on page 13 of your application for which you are requesting a decal must be listed on the insurance certificate. Depending on the number of vehicles, the VIN(s) can be listed in the "Description of Operation" block or on a separate sheet with the insurance company letterhead. General liability needs to be in the amount of $500,000 per occurrence. Auto liability must be in the amount listed on the table on page 4 of the application.

3. One application fee per company. Check or money order made payable to "National Park Service, Department of the Interior". Total Application Fee $400.00 + $200.00 for each vehicle listed on your application and Certificate of Insurance.

4. The Pearl Harbor Visitor Center Front Desk may not be used to receive CUA materials. All applications must be sent through mail to the address above.

5. Holder Identification - Once the 2016 CUA has been issued, the Holder will be issued a unique identifying username and password. A valid Holder Identification username is required for a Holder to log on to www.recreation.gov to reserve tickets.

   Upon approval of the application, NPS will mail the official authorization and requested vehicle decals to the address provided on Page 2 of the application. Please contact Daniel Brown, Concessions Management Specialist, at 808-725-6150 should you have any questions.

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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:
   - Commercial Transportation
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.
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

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

National Park Service
U.S. Department of the Interior

WWII Valor in the Pacific
National Monument

Commercial Services Program

1845 Wasp Blvd. Bldg. 176
Honolulu, HI 96818

808-725-6150 phone
808-725-6141 fax

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 with this application an application fee of $400.00 and vehicle fee of $200.00 per vehicle.

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 $500,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

Capacity of Vehicle	**Minimum per Occurrence Liability Limits**
Single Purpose Activities General Liability	$500,000
Up to 5 passengers	$500,000
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 in the attached "LIST OF AUTHORIZED COMPANY VEHICLES THAT WILL OPERATE ON SITE" (page 13).

(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 $500,000 and naming the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.

10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.

11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at https://federalregister.gov/a/2014-23533.

APPENDIX I: AREA SPECIFIC DEFINITIONS

The following definitions shall apply to the terms found herein:

1) **NPS:** The term "NPS" refers to the National Park Service.

2) **Monument:** The term "Monument" refers to the World War II Valor in the Pacific National Monument.

3) **Commercial Transportation Company:** A company whose business includes conveyance of visitors via motor vehicle into and/or out of any area administered by the NPS for a direct or indirect fee and, except for on-board interpretive services and on-site way-finding (later defined), no other services are provided within the Monument.

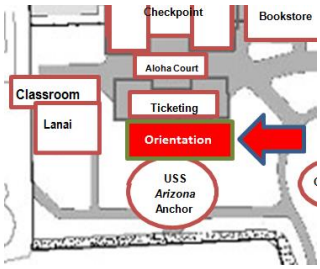
4) **Commercial Use Authorization (CUA):** A form of written authorization issued by the Monument Superintendent authorizing a Commercial Transportation Company to provide commercial transportation to visitors to and/or from the Monument.

5) **Holder:** The term "Holder" refers to the Commercial Transportation Company authorized by the Commercial Use Authorization and any employee representing that company.

6) **Ticket:** The term "Ticket" refers to a printed voucher issued by NPS for an individual for a time-specific same-day Program. A ticket may be revoked at any time at the discretion of the NPS without compensation.

7) **Program:** The term "Program" refers to the time-specific activities of a) first viewing the USS *Arizona* Memorial film and b) the subsequent round-trip boat ride to the USS *Arizona* Memorial.

8) **Way-finding:** Short (fewer than 5 minutes) orientation on-site, to point out locations of key visitor services, such as the restrooms, museums, bookstore, shore side exhibits, and theaters. The only designated orientation area is shown in Exhibit A and inset map:



9) **Commercial Use of Tickets:** Commercial Use of Tickets for the purpose of this Commercial Use Authorization is defined as a Holder obtaining tickets for the express and sole purpose of distributing those tickets to clients that they have transported to the Monument.

10) **Commercial Transportation Vehicles:** Motor vehicles that are used for commercial transportation of a person or persons to the Monument are considered Commercial Transportation Vehicles and subject to a Commercial Use Authorization (CUA). The following exceptions apply in which operators may use public roads within NPS areas without a CUA: school buses contracted for use by school programs; delivery, vendor or contractor vehicles; domed taxis; and public transportation (TheBus and HandiVans).

APPENDIX II: SPECIAL PARK CONDITIONS

A. **Use Limits -** The Superintendent may impose public use limits based upon authority stated in Title 36 of the Code of Federal Regulations, Section 1.5. Possession of this Authorization does not guarantee entry into the Monument. Entrance into or parking within the Monument may not be available, be closed or restricted from time to time in response to crowded conditions, natural events, or lapse in federal appropriations. Access to the Monument and certain areas within the Monument may be restricted in the future to protect resources and assure quality visitor experiences, or due to the implementation of special Monument projects, and at the discretion of the Monument Superintendent.

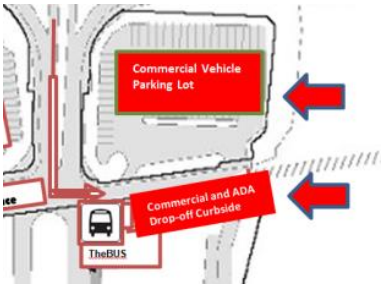
B. **Acknowledgment of Risk -** The Holder shall not require clients to sign a Waiver of Liability or Indemnification form. The Holder may require clients participating in its activities to sign an Acknowledgement of Risk form provided that the form meets NPS requirements for acknowledgements of risk (as these may be amended during the term of the Commercial Use Authorization). An NPS-approved Visitor's Acknowledgment of Risk form is available from NPS. Any proposed Acknowledgment of Risk form must be submitted for review to the Superintendent at least 30 days in advance of use and may only be used in the form approved by NPS.

C. **Safety -** The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other visitors to the Monument, and NPS employees. The Holder shall report to the NPS any loss or damage to equipment, or accidental accident, fall, injury, illness, or in extreme cases, permanent trauma or death.

D. **Hours of Operation -** NPS hereby authorizes the Holder to operate in the NPS areas from 6:00 a.m. to 5:30 p.m. only, unless specifically authorized for after-hours entry by a Special Use Permit issued by NPS.

E. **Parking -** The Holder agrees to park vehicles only in the commercial vehicle parking lot during Hours of Operation. Parking is not authorized in any other location inside or outside the Monument. The Holder further agrees to abide by any short-term restrictions as may be posted at such parking areas and understand parking in the commercial vehicle parking lot is a privilege, not a right. No double parking or overnight parking is permitted.

F. **Commercial Vehicle Unloading Zones -** Commercial Transportation Vehicles shall unload their passengers only in the Pearl Harbor Visitor Center commercial vehicle parking lot or along the yellow curb across from the commercial parking lot. Unloading is not authorized in any other location inside or outside the Monument. See Exhibit A and inset map:



G. **Idling -** Engines must be turned off when not actively loading or unloading passengers. The entire group must be assembled prior to loading.

H. **Commercial Passenger Vehicle Safety Inspections -** The Holder shall adhere with the Hawaii Public Utilities Commission's (HPUC) driver and vehicle safety regulations and shall cooperate

fully with any inspections of commercial tour vehicles within the Monument.

I. **Vehicles that Require a Decal -** All vehicles that operate on site at the Monument for the purpose of transporting visitors for commercial purposes (taxis and official school buses are exempt) require a Commercial Use Authorization (CUA) and displayed vehicle decal, regardless of their final destination.

J. **Baggage and Personal Items -** Unloading and leaving baggage and other personal items in the open at the Monument, whether attended or unattended, is not allowed at any time. Security guidelines are in place which prohibit any item that offers concealment. This includes purses, backpacks, fanny packs, etc. Permitted are: small cameras, cell phones, and wallets. Baggage and other personal items may be stored at the storage facility located at the USS Bowfin Submarine Museum & Park.

K. **Non-transferability of Vehicle Decals -** Vehicle decals may not be transferred from one vehicle to another. Requests for replacement vehicle decals should be accompanied by any old decals no longer in use. A new List Of Authorized Vehicles That Will Operate On Site, updated Certificate of Liability Insurance, and the check or money order must be received before a replacement decal will be issued. Issued decals for vehicles no longer in use are to be removed from the windshield and mailed with a letter of explanation to the Commercial Services Program Manager for removal from the vehicle database.

L. **Decal Possession -** The Holder will remove all previously issued VALR decals and place the issued 2016 decal in top center of the windshield, ensuring it is visible.

M. **Required Documents -** The Holder shall maintain a copy of the entire "2016 Commercial Use Authorization" on board each Commercial Transportation Vehicle operating on site. In addition, the Holder shall maintain on board: a current and valid Hawaii certificate of safety inspection, a current vehicle registration, and a valid Certificate of Liability Insurance showing that vehicle's VIN. Also, the driver of the vehicle should possess a current and valid DOT Medical Examiner's Certificate and driver's license appropriate to the vehicle. These documents shall be made available upon request.

N. **Identification -** The Holder shall require their employees to possess a company photo ID and nametag. Company employees conducting business at the site may be required to show a Company Photo ID and wear a nametag with, at a minimum, the company name, job title, and the employee's first and last name. The nametag shall be worn on the outer garment and visible to easily identify the employee.

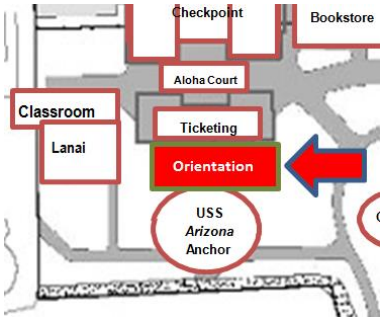
O. **Advertising –** Advertising for the authorized activity shall not state, imply, or appear to state or imply endorsement by the NPS. Upon request, the Holder will provide the NPS with copies of advertising and any other materials regarding commercial activities related to the monument. NPS will monitor the Holder's websites for compliance and appropriateness.

P. **Company Stickers –** The Holder's employees and clients shall not wear adhesive company name tags. These tags have a tendency to fall off and are extremely difficult to remove from

boat decks, cement decks and the museum and bookstore floors.

Q. **Nondiscrimination -** The Holder shall comply with all applicable Federal Equal Opportunity laws.

R. **Way-Finding -** The Holder and its employees may provide a brief orientation to the site, known as "Way-Finding." The Holder and its employees may escort clients to the Pearl Harbor Visitor Center Ticket and Information Counter to receive tickets in the walk-up line. The Holder and its employees may further escort their clients directly behind the ticket counter to provide a short (less than 5 minute) orientation to point out locations of key visitor services, such as the restrooms, museums, bookstore, shore side exhibits, and theaters. The designated orientation area is shown in Exhibit A and in the inset map:



The Holder and its employees are not permitted to provide tours, known as "Guided Services," or engage in any other commercial business elsewhere within the Monument. Examples of other commercial business include, but are not limited to, soliciting for business, accompanying clients on NPS property in an official, professional capacity, and presenting historical information to clients.

S. **Tickets –** The following conditions shall apply:

1. Reproduction of tickets is prohibited.

2. The Holder is prohibited from reserving other groups' tickets.

3. Tickets shall not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes.

4. The Holder may not exchange any ticket with another Holder on National Park Service property. See Exhibit A. Tickets may not be sold. Tickets may not be distributed with the intent or outcome that those tickets are sold. Any such sale or distribution is a violation of this Commercial Use Authorization and is grounds for termination.

5. Unused tickets must be returned to the NPS as soon as possible. Failure to return unused tickets within 60 minutes for the NPS to re-distribute those tickets is a violation of this Commercial Use Authorization and is grounds for termination.

6. Use of any automated means or abuse of access to the ticket reservations site for any purpose is prohibited and is grounds for termination.

T. **Marketing and Promotion -** The following conditions shall apply:

1. The Holder shall not in any way imply that the Commercial Use Authorization and the ability to obtain tickets is an endorsement of any product or service. The NPS does not

directly or indirectly endorse any product or service provided or to be provided by a Holder, its successors, assignees or licensees.

2. The Holder shall not state or imply there is an entrance fee to the Monument. Without a ticket, visitors may enter the Pearl Harbor Visitor Center, view the exhibits and museums, visit the bookstore and snack shop, and walk the grounds of the shore-side facilities. By the authority of 16 USC 6802 (d)(3)(C), tickets that the NPS issues for an individual are free. The cost of reserving an advanced ticket online using www.recreation.gov is a service cost payable to www.recreation.gov, not the NPS. The Holder shall not state or imply, and shall prohibit their employees, contractors, and agents (such as ticket brokers, destination management companies, concierges, etc.) from stating or implying, that Programs or Tickets have a price or fee associated with them, other than to state the exact amount of the convenience fee for on-line reservations and that this is a convenience fee required for online reservations using www.recreation.gov.

U. **Violations** - Failure to comply with any condition of this Commercial Use Authorization is a breach within the meaning of paragraph 8 of the Conditions of this Authorization and constitutes grounds for administrative actions as well as legal penalties. Commensurate with the severity of the violation and history of violations, administrative actions will occur, ranging from a written warning up to and including termination of the Commercial Use Authorization. The Holder may be cited for any permit violations committed by their employee and/or agent. Each violation will be evaluated according to the particular events of the incident.

As part of its actions to enforce the Commercial Use Authorization, NPS has the right, at the discretion of the Monument Superintendent, to modify, seize, invalidate, cancel, suspend, or terminate: the Holder's Commercial Use Authorization or any portion thereof, including, but not limited to, tickets currently reserved or issued to the Holder, and the Holder's access to obtain advance tickets.

LIST OF AUTHORIZED COMPANY VEHICLES THAT WILL OPERATE ON SITE

Please provide a typed list of all vehicles that will be entering and exiting the park. Attach additional sheets if necessary. Be sure to include the year, make, model, color, VIN, license plate number, and passenger capacity of each vehicle (decal # to be entered by NPS). Please notify NPS immediately of any changes to this list once permit application has been submitted. See sample.

SAMPLE SAMPLE

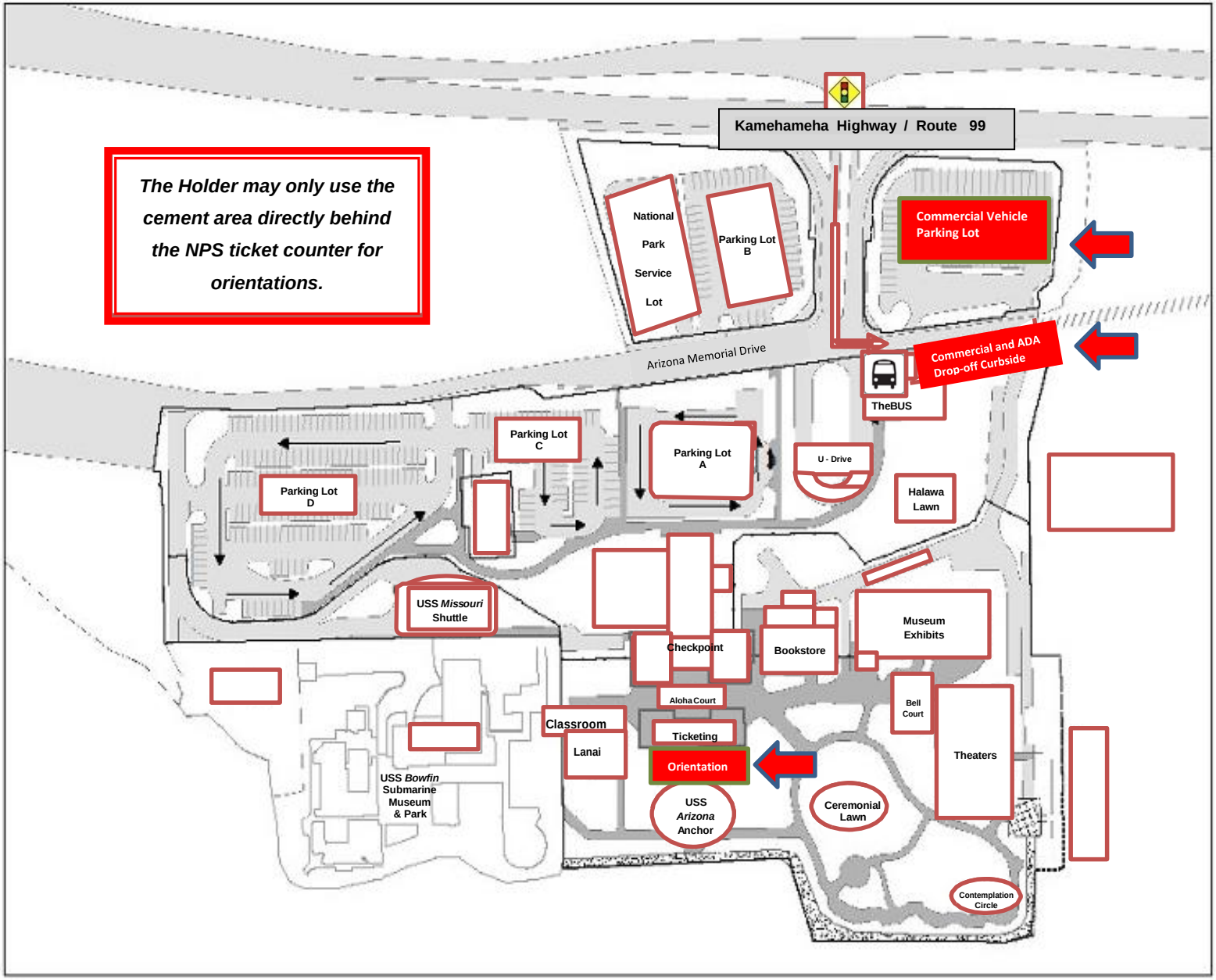
YEAR	MAKE	MODEL	COLOR	VIN#	LICENSE PLATE	PASSENGER CAPACITY	DECAL# (Assigned by NPS)
2014	Ford	E-350	White	123456789ABCDEFGHIJKLMN	SAM PLE	15	

YEAR	MAKE	MODEL	COLOR	VIN#	LICENSE PLATE	PASSENGER CAPACITY	DECAL# (Assigned by NPS)

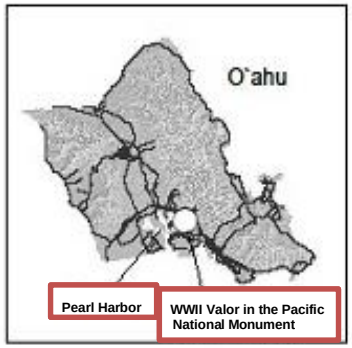
World War II Valor in the Pacific National Monument

Pearl Harbor Visitor Center

National Park Service
U.S. Department of the Interior



The Holder may only use the cement area directly behind the NPS ticket counter for orientations.



Commercial Vehicle Unloading Zones

Commercial buses, vans, and limousines will unload their passengers *only* in the Pearl Harbor Visitor Center commercial vehicle parking lot or along the yellow curb across from the commercial parking lot.

0 100 Feet

Visitor Center features were digitzed from a georeferenced jpeg image of the site plan. Map Projection: UTM Zone 4, NAD83

Initial _____

Form 10-115
Rev. September 2013

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
WORLD WAR II VALOR IN THE PACIFIC NM
COMMERCIAL SERVICES PROGRAM
Phone Number: 808-725-6150
COMMERCIAL USE AUTHORIZATION
UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. Authorized Activity
Commercial Transportation

2. Authorization Holder Information:

_____
Business Name

_____
Contact Name

_____
Address

_____

_____

_____
Phone and Fax

Official Use Only:

Permit Number _____
Park Alpha-Number

Auth Date/Time _____

Expiration Date/Time 12/31/2016 at 11:59pm

Name of Area
WWII Valor in the Pacific National Monument

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

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

4. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)
Commercial Transportation

☒ **Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

☐**In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area

5. NEPA/NHPA COMPLIANCE

☒Categorical Exclusion ☐ EA/FONSI ☐ EIS ☐ Other Approved Plans
PEPCI NUMBER:

6. COST RECOVERY (REQUIRED)

Application Fee:	☒ Required	Amount $400.00	Received $400.00
Administrative Fee:	☐ Required	☒Not Required	Amount _____
Monitoring Fee:	☐Required	☒Not Required	Amount _____
Other Fee (Facility Use Fee, Gate Access or Other)	☒Required	☐Not Required	Amount $200.00 per vehicle

7. INSURANCE

Liability	☒Required	☐Not Required	Coverage Amount $500,000
Auto	☒Required	☐Not Required	Coverage Amount_____
Boat	☐Required	☒Not Required	Coverage Amount_____
Airplane	☐Required	☒Not Required	Coverage Amount_____

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

8. SIGNATURES

Authorization Holder:	_____	_____	_____
	Signature	Title	Date
Authorizing NPS Official:	_____	_____	_____
	Signature	Title	Date
Authorizing NPS Official: (additional if required[1])	_____	_____	_____
	Signature	Title	Date

[1] NPS Regional Director signature is required if Gross Receipts are expected to exceed 100,000

ANNUAL REPORT INSTRUCTIONS
COMMERCIAL USE AUTHORIZATION

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

INSTRUCTIONS

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

1. Enter your contact information as it appears on your permit.

2. Enter the service you provide as it appears on your permit.

3. Enter the number of visitors who use your service. Enter the number of trips your company made to the park; i.e., a two person backpack trip for 3 days is ONE TRIP. Note: if you submit monthly reports, we only require you to add the monthly reports together.

4. Enter the average number of hours or days a customer spends in the park on one of your trips.

5. Check the box that best describes the level of importance the park plays in this CUA.

6. Enter the percentage of your activity that takes place in the park.

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

7. Enter your total gross receipts for this business year.

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

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

9. Provide details of any reportable injuries incurred to you, your employees, or clients this year.

10. Signature of business owner or authorized agent.

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

ANNUAL REPORT
COMMERCIAL USE AUTHORIZATION

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WORLD WAR II VALOR IN THE PACIFIC NM
1845 WASP BLVD., BLDG 176 // HONOLULU, HI 96818
DANIEL BROWN, CUA COORDINATOR // 808-725-6150

Due by **February 01, 2016**

Please enter the information below. Refer to the instructions on page 1.

1. **Contact Information**

Holder Name: _____ *Contact Person* (if different): _____

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

Mailing Address: _____ *Email*: (Contact Person) _____
(Note if Winter/Summer)
_____ *Website*: _____

Phone: _____ *Fax*: _____
(Note if Winter/Summer) (Note if Winter/Summer)

2. **Services provided:**
_____

VISITOR USE INFORMATION

3. How many clients did you serve within the park? _____
How many trips did your company make to the park this year? ____
Use table below to report total numbers for each month. Report guide visits separately.

Month	Number of Trips to Monument	Number of Visitors	Number of Guides*
January 2015			
February 2015			
March 2015			
April 2015			
May 2015			
June 2015			
July 2015			
August 2015			
September 2015			
October 2015			
November 2015			
December 2015			

*The number of times the guides led trips. For example, if there are 2 guides on each trip and 5 trips the number of guides is 10.

What was your average length of stay per visit in the park this year?
(For day trips show the average number of hours that you spend in the park per trip.
For overnight trips show the average number of nights that you spend in the park per trip.
If both types of trips were offered show the average length of stay for each type.)

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

Overnight Use
Number of Overnight Trips _____ Average # of Nights/trip _____
(May include 1st day travel to trailhead and last day exiting backcountry.)

4. The park is:

☐ the **exclusive** destination for your clients. (This means it is the only destination being offered on the trip, not including brief stops along the way. 100% of your trip is a result of your visiting the park.)

☐ a key **destination** or a **significant location**. (This means it is one of several sites where your services are provided. Some percentage of your trip is a result of visiting the park.)

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

FINANCIAL INFORMATION

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

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

INJURY INFORMATION

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

If yes*, please use a separate sheet of paper to report the date and type of injury and a brief statement of the incident and the outcome of the patient care, please omit the patient's name*. A reportable injury involves any medical incident or injury requiring medical aid beyond Basic First Aid and/or when a request for medical aid/rescue assistance is made. You do not need to send in a report if you have already done so.

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

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

Signature

Date

Printed Name

Title

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 U.S.C. 101925). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your impact to park resources and compliance with park regulations and limitations. We estimate that it will take approximately 1.25 hours to prepare a report, including time to review instructions, gather and maintain data, and complete and review the report. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.