NPS Form 10-550 (Rev. 11/2019) National Park Service



#### **COMMERCIAL USE AUTHORIZATION APPLICATION**

ION

OMB Control No. 1024-0268 Expiration Date: 10/31/2023



### **Wolf Trap National Park for the Performing Arts**

1551 Trap Road Vienna, VA 22182 Jan Lemons, CUA Coordinator Jan\_Lemons@nps.gov Phone Number: 571-299-8422

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.	<b>Service for which you are applying:</b> [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.	Willy	ou be providing this serv	vice in more than one park? \	'es ☐ 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 Agent 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. )				this address, if seasonal.			
	Addre						
	•	State, Zip:					
	Emai		Webs				
	Day F	Phone:	Evening Phone:	Fax:			
	ALTERNATE CONTACT INFORMATION (Dates to contact you at this address, if seasonal.						
			ormation, check here  and go	· · · · · · · · · · · · · · · · · · ·			
		Address:					
	Citv.	State, Zip:					
	Emai	•					
	Webs						
		Phone:	Evening Phone:	Fax:			
c	-		-				
6.	vvna	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	e:					
	Name	<del>)</del> :					
		Limited Liability Company	/				
		☐ Corporation					
		☐ Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)					
		Other					
7.	Busi	ness License - State and	Number:	Expiration Date:			

RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D) (N1-79-08-4))

NPS Form 10-550 (Rev. 11/2019) OMB Control No. 1024-0268 National Park Service Expiration Date: 10/31/2023

#### **Employer Identification Number (EIN):** 8.

9.

υ.	Employer identification ramber (Em).							
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").							
10.	10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?  Yes ☐ No ☐							
	nformation 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		
					go: oupuony			
			1		<u> </u>			
	Make of Aircraft		Tail	Number	Max # Passenger Capacity	Own/Rent/Lease		
	Registratio		n # or			<u> </u>		
	Make/Model of Vessel	USCG Docum		Length	Max # Passenger Capacity	Own/Rent/Lease		
11.	<ol> <li>Additionally Required Documentation:         Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in "Attachment B".     </li> </ol>							
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:							
	f 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.	<b>Violations:</b> 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.							
	es 🔲 No 🔲 If "Yes", please provide the following information. Attach additional pages, if necessary.							
	Date of violation or incident under inve	estigation:						
	Name of business or person(s) charge		invootiti-	n.				
	Please identify the law or regulation violated or under investigation:							

 NPS Form 10-550 (Rev. 11/2019)
 OMB Control No. 1024-0268

 National Park Service
 Expiration Date: 10/31/2023

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 B.

#### 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.

 NPS Form 10-550 (Rev. 11/2019)
 OMB Control No. 1024-0268

 National Park Service
 Expiration Date: 10/31/2023

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.

#### **COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS**

- Enter the service you are proposing to provide. These are the services which are currently approved in the park:
   If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number 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 <a href="http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN">http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN</a>. 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 \$ 200 See "Attachment" B.
- 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 Approved Services, Additionally Required Documentation, and Fee Information

**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 is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <a href="https://federalregister.gov/a/2014-23533">https://federalregister.gov/a/2014-23533</a>.

**Exemption:** Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.

- 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 571-299-8422 or by going to the park CUA webpage at www.nps.gov/wotr
- 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

- 1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
- 2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- 3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
- 4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
- 5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
- 6. This permit may be revoked at the discretion of the Superintendent upon 24 hours' notice.
- 7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.

8. This permit is made 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 Permittee, 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 permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee 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.

- 9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 per Occurrence, Aggregate and underwritten by a United States company naming the United States of America as additional insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
- 10. Permittee agrees to deposit with the park a bond in the amount of \$\frac{\\$0.00}{\}\$ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
- 11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
- 12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
- 13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected, and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
- 15. This permit may not be transferred or assigned without the prior written consent of the park Superintendent.
- 16. Activities shall not interfere with NPS operations. The Park shall remain open at all times, in accordance with NPS regulations.
- 17. This permit is applicable only for the use of the area designated above, and during times designated above,

or in any area as may hereafter be designated by the National Park Service.

18. The area must be left in substantially the same condition as it was prior to the activities authorized herein, and all litter shall be placed in the trash containers provided by the permittee and subsequently removed from the park at the conclusion of the event.

- 19. No fees may be collected, donations solicited, nor commercial activity conducted within the park.
- 20. Permit holder will provide and be responsible for traffic control at all intersections in the park. Permit holder may be responsible for overtime costs for rangers to monitor this permit and supervise traffic control on park roads.
- 21. Traffic control will include persons with appropriate vests and lighting necessary to stop/direct traffic safely.
- 22. Normal visitor traffic will be directed as necessary if gaps open in the group to alleviate traffic backups and impacts to park visitors.
- 23. Idling of vehicles is not permitted at any time.
- 24. The permitted activity will be reviewed by on duty ranger staff and reasonable changes may be requested of the permit holder due to changing conditions.
- 25. Temporary route markers must be either duct tape or temporary spray chalk. No signs or permanent spray paint are permitted. Duct tape must be removed by the end of the day; if spray chalk remains after a week, the permittee will clean it off with a pressure washer.
- 26. The permittee will notify the park ranger "in charge" of any emergency and any first aid incident requiring transportation to a medical facility prior to the end of the day
- 27. Except with the prior consent of the park Superintendent, all activity on parkland shall be conducted when the park is open from dawn until dusk.
- 28. The Permittee shall make all necessary provisions to protect existing improvements, easements, pavements, natural and cultural resources, etc. during the activity, to the satisfaction of the NPS, and per the specifications. Upon completion of the activity, the permittee shall repair any damage that may have occurred due to construction to the satisfaction of the park superintendent.
- 29. If requested by the park, the Permittee shall submit documentation (such as photo, video, or other documents) depicting the existing conditions of parkland that will be disturbed under this permit.
- 30. The Permittee shall halt any activities and notify the park upon discovery of threatened or endangered species or archeological, paleontological or historical findings. All artifacts unearthed shall remain the property of the NPS.

31. Any utilities located within the construction area that are damaged or disrupted during construction or maintenance shall be repaired or restored by the Permittee, at its expense; initiation of such repairs shall begin within four (4) hours of service interruption.

- 32. A copy of this permit, enclosures, amendments and explanatory notes shall be kept on the site by the Permittee.
- 33. Any alterations to this permit must be made in writing and signed by both parties.
- 34. The Permittee shall comply with all reasonable instructions issued by the United States Park Police, Park Rangers, and other official representatives of the NPS as specified by the Superintendent (or delegate).
- 35. COVID related-Social distancing of 6 feet or more and the wearing of masks should be posted and encouraged.
- 36. COVID related-No groups over 250 according to the state of Virginia Executive Order.
- 37. COVID related-restrooms would need to be brought in, cleaned and sanitized, and stocked by permittee.
- 38. COVID related-hand sanitizing stations should be present throughout the area.
- 39. COVID related-markers to identify a safe distance ie 6 feet should be provided if people will be congregating out of their vehicles.
- 40. COVID related-cars will be directed by permittee to park in spaces to allow for social distancing.
- 41. Basic first aid equipment and supplies should be provided by the permittee.
- 42. **Emergencies:** In case of emergencies, contact the ranger on duty. If you are unable to locate them, contact the **U.S. Park Police dispatch at 202-610-7500.** This includes property damage and any personal injuries. The park point of contact should be contacted as soon as possible thereafter.

## 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 is \$500,000. 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.

#### 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. The minimum Commercial Auto Liability Insurance for *intrastate* passenger transport is

The minimum Commercial Auto Liability Insurance for passenger transport is:

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
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

NPS Form 10-550 (Rev. 11/2019) National Park Service

# ATTACHMENT B List of Approved Service, Additionally Required Documentation, and Fee Information

OMB Control No. 1024-0268

Expiration Date: 10/31/2023

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES