

NATIONAL CONDITIONS OF THIS AUTHORIZATION

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.

- 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 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.
- 3. Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
- 4. 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.
- 5. 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.
- 6. Fees:** 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 authorization 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.
- 7. 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.
- 8. Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
- 9. Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
- 10. 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.
- 11. 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 park area Superintendent.
- 12. Reporting:** 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.

- 13. 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.
- 14. 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 <https://federalregister.gov/a/2014-23533>.
- 15. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to 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. A sample Acknowledgment of Risk form may be obtained by contacting the Alaska Regional Office at 907-644-3364.
- 16. 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.
- 17. 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.

ALASKA REGION CONDITIONS

As used herein and in any CUA, the term “employee” includes all of the CUA holder’s officers, employees and other representatives, including but not limited to interns or volunteers.

1. Engaging in a commercial visitor service or activity not authorized on a CUA permit (Form 10-115), signed by both the NPS deciding official and an authorized agent of the CUA, is prohibited.
2. Within the boundaries of the park unit(s) authorized on this permit, only the holder and their employees registered under this permit are authorized to provide the services specified on the permit. The holder may not subcontract or otherwise allow outside entities and/or non-registered employees to provide any services within the park unit, under the auspices of this permit.
3. The commercial visitor services authorized by an (out-of-park) CUA must originate and terminate outside of the boundaries of the park area (“outside of the boundaries of the park” to include an in-holding within the park). The CUA does not authorize the holder to advertise, solicit business, collect fees or sell any goods or services within the boundaries of the park area.
4. Unless authorized by park Superintendent, all personal property used in the operation of CUA activities must be removed from the park area after each trip. Leaving personal property within the park area between trips is prohibited.
5. Holder is responsible for ensuring that each employee complies with the terms and conditions of the CUA. The CUA holder shall ensure that each of its employees receives training in and reviews a copy of its CUA including all conditions and stipulations. The NPS reserves the right to request written certification that all employees have received training in and reviewed a copy of the CUA including all conditions, stipulations, and the park compendium.

6. Holder must provide a current employee list to the National Park Service annually prior to startup for seasonal operations, or at the beginning of the calendar year for year-round operations. The holder must inform the NPS of any additions to the employee list prior to the employee working in the park.
7. Holder and their employees must carry a valid copy of the CUA permit (Form 10-115) when operating in the park unit. Holder and their employees must present the CUA to any park employee on demand.
8. When operating in the backcountry, the holder must comply with the guidelines of the US Public Health Service for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting: http://www.nps.gov/public_health/info/rms/rm83f.pdf
9. When conducting any multi-day guided backcountry or wilderness activity (such as but not limited to mountaineering, glacier travel, backpacking, or river travel) holder or their employees must carry some type of electronic communication equipment, including a backup source of power, capable of communicating with NPS or other emergency responders. Acceptable communication equipment includes satellite phones, Personal Locator Beacons (PLB's), VHF radios, or cell phones (only where service is known to be available). In addition, holder or their employees must carry a non-electronic method to supplement the electronic communication equipment such as mirrors or flares for signaling location. Each group participant/client will be instructed on the proper use of these devices.
10. Accidents involving personal injury, substantial aircraft or vessel damage, or threatening incidents involving wildlife where active hazing by spray, flare or firearm are used must be reported orally or in writing to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] For the purposes of this paragraph, "substantial damage" means damage or failure, which adversely affects the structural strength, performance, or flight/operating characteristics of the aircraft/vessel.
11. Parks may contain private lands, it is the holder's responsibility to obtain prior approval from landowners for access to or across private lands within the park unit.
12. The holder shall inform clients of park regulations and safety concerns before beginning a trip (see park regulations at <https://www.nps.gov/locations/alaska/park-regulations.htm>).
13. Unmanned Aircraft are not allowed for use in units of the National Park System. Unmanned Aircraft is defined as a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device, and the associated operational elements and components that are required for the pilot or system operator in command to operate or control the device (such as cameras, sensors, communication links). This includes all types of devices that meet this definition (e.g., model airplanes, quadcopters, and drones) that are used for any purpose, including for recreation or commerce.
14. **Suspension, Restriction, Revocation, and Denial Policy:** Further to National CUA Condition #9, NPS Alaska Regional Policy Number 700-001 (<https://www.nps.gov/locations/alaska/upload/Revocation-Policy-for-2016-17-approved-docx.pdf>) states, this Authorization may be suspended, restricted, revoked or denied when a CUA holder/Owner or employee commits a violation. The policy defines a violation as:
 - Failure to comply with state or federal law, regulation or administrative action where a link exists between the offense and the business activity authorized regardless of whether the violation occurred in a unit of the National Park System;
 - Violation of 18 U.S.C. 1001, providing false information to any agency or department of the United States;
 - Failure to comply with a federal or state health or safety code or regulation when conducting activities authorized by the CUA;
 - Failure to comply with the provisions and conditions of the CUA.

This policy is set to expire on December 31, 2017 and will be updated within these conditions prior to expiration.

15. **Activity and Annual Reporting:** The holder is required to submit Activity Reports as outlined by park unit (<https://www.nps.gov/locations/alaska/activity-reporting.htm>) regardless of whether the CUA was used. If the CUA holder did not operate in a park unit, a report stating "did not operate" must be submitted. Each holder must also

complete [Annual Report Form 10-660 \(Gross\)](#) and submit via email along with their Activity Report(s). Failure to submit required activity and annual reporting in a timely manner may impact the holder's ability to obtain a CUA in future years.

Activity Reports and Annual Report Form 10-660 for All Park Units (except Denali, Lake Clark, Katmai Group): Submit Activity and Annual Reports to akr_activityreports@nps.gov on or before November 15th annually. Air taxi operators may report activity in all authorized park units on one form with the exception of the Katmai Group and Lake Clark.

Katmai Group (Katmai, Brooks, Alagnak, Aniakchak) and Lake Clark Operators: Submit Activity Reports as Excel Workbooks to katm_lacl_activityreports@nps.gov on or before November 15th annually along with the Annual Report Form 10-660.

Denali Operators: Submit Activity and Annual Reports to dena_cua@nps.gov on or before January 31st of the following reporting year.