



SINGLE SESSION WEDDING AND PORTRAIT PHOTOGRAPHY COMMERCIAL USE AUTHORIZATION (CUA) APPLICATION FORM

Yellowstone National Park
P.O. Box 168
Yellowstone National Park, Wyoming 82190
Email: yell_cua_admins@nps.gov
Phone Number: 307-344-2320

A Single Session Wedding and Portrait Photography Commercial Use Authorization (CUA) is a 1-day CUA issued to cover a single photo session within Yellowstone National Park. Each permit is \$100. If you have obtained 3 or more permits (totaling \$300 in application fees), you will be converted to an annual CUA for Wedding & Portrait Photography for the remainder of the calendar year yell_cua_admins@nps.gov. Please note that there are additional reporting and management fees once you are converted to an annual CUA.

To obtain a Single-Session Wedding and Portrait Photography CUA, please complete the following steps:

- Complete the Single-Session Wedding and Photography CUA Application.
- Read and agree to the conditions of this authorization, Yellowstone special park conditions, and operating plan by signing Attachment A.
- Submit payment for the \$100 application fee payment at: <https://www.pay.gov/public/form/start/67900834>.
 - On section 2 of the payment process, please select the option for *Single-Session Portrait and Wedding Photography - \$100 Application Fee Per Session*.
- Email the application, signed Attachment A, and application fee payment receipt to: yell_cua_admins@nps.gov. Our office will send you a finalized CUA form to present to the entrance station and carry with you while operating in the park.

If you have any questions or need assistance with your application, please contact the Concessions Management Office at yell_cua_admins@nps.gov or 307-344-2320.

****All information is required to process your application****

Current Date: _____

APPLICANT'S INFORMATION:

First Name: _____

Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

BUSINESS INFORMATION:

**** Insurance coverages must meet the minimum insurance requirements listed in Attachment A ****

Business Name: _____

Commercial General Liability Insurance Company: _____

Policy Number: _____

Commercial General Liability Coverage Amount: _____

Automobile Insurance Company: _____

Policy Number: _____

Automobile Liability Coverage Amount: _____

ACTIVITY INFORMATION:

****The date listed below is the date the permit will be valid****

Client's Name: _____

Photo Session Date: _____

Photo Session Start Time: _____

Number of Hours: _____

Locations(s) Visited: _____

This CUA Permit is valid for the CUA holder with valid Photo ID at Yellowstone National Park for the date specified on the finalized CUA receipt.

The Single-Session Wedding and Portrait Photography CUA may be used only at Yellowstone National Park to upgrade to an annual CUA for Wedding and Portrait Photography.

**ATTACHMENT A – CONDITIONS OF AUTHORIZATION,
YELLOWSTONE SPECIAL PARK CONDITIONS, AND OPERATING PLAN**

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 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. 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. **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 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 on the CUA webpage at: <https://www.nps.gov/yell/getinvolved/dobusinesswithus.htm>.
17. **Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, service mark 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.
19. **Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors:** (a) Definition. As used in this clause - United States or its outlying areas means: (1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll. (b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). (c) Compliance. The commercial use authorization holder shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the term of this authorization, contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. (d) Subcontracts. The commercial use authorization holder shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

YELLOWSTONE SPECIAL PARK CONDITIONS

1. Damages - The holder will leave the area(s) authorized for use under this permit in substantially the same condition as it was prior to the activities authorized herein and shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the authorized use.
2. The holder will not advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States Government. All advertisements, including brochures, rack cards, and websites must include a statement that the holder is an authorized permittee of the National Park Service. **CUA holders are not allowed to use the NPS arrowhead or Authorized Concessioner Mark.**
3. The Single-Session Wedding and Portrait Photography CUA is effective for one photo session taking place one day within the park. If the CUA holder has requested three separate Single-Session Wedding and Portrait Photography CUAs within a calendar year (paying \$300 in application fees), they may be converted to an Annual

Wedding and Portrait Photography CUA and be responsible for the additional reporting and management fee requirements.

4. Photographic activities will be conducted with the least possible impact to wildlife. Photographers and clients will not be permitted to employ techniques of calling, baiting, flushing, or any other means of artificially attracting wildlife. No harassment of wildlife will be permitted.
5. **The CUA holder must ensure that all clients and guides maintain a distance of at least 100 yards from bears, wolves, and cougars. A minimum distance of 25 yards is required from bison, elk, and other animals. Regardless of any distance, if any wild animal changes its behavior due to your group's presence, you are too close. To minimize habituated behavior, commercial operators are prohibited from knowingly approaching bears, wolves, and cougars, despite being in a legally positioned motor vehicle.**

To protect park wildlife, the following are prohibited:

- a. **Knowingly approaching, remaining, viewing, or engaging in any activity within 25 yards of any wildlife, except bears, wolves and cougars, or when completely inside a legally positioned motor vehicle.**
 - b. **Within 100 yards of bears, wolves and cougars, except when completely inside a legally positioned motor vehicle.**
 - c. **Within any distance that displaces or interferes with the free unimpeded movement of any wildlife.**
 - d. **Within any distance that creates or contributes to a potentially hazardous condition or situation.**
 - e. **Failing to remove oneself to prescribed distances during inadvertent, accidental or surprise encounters with wildlife**
6. 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 associated with an activity 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 Acknowledgement of Risk form may be obtained by contacting a CUA coordinator at: yell_cua_admins@nps.gov or by visiting the Yellowstone CUA website at: <https://www.nps.gov/yell/getinvolved/cuas.htm>.
 7. CUA holders are responsible for ensuring that all vehicles used by employees within the park to conduct business under this CUA are **insured under the business name listed on the CUA** and have the correct amount of insurance coverage required by the NPS. CUA holders must submit current automobile insurance certificate forms to the Yellowstone Concessions Office at yell_cua_admins@nps.gov as changes are made or policies renewed. **The amount of required coverage are listed in the tables below.**

| COMMERCIAL GENERAL LIABILITY INSURANCE <i>Required for all CUA holders</i> | |
|---|--|
| Single Purpose Activities | \$500,000 |
| AUTOMOBILE LIABILITY INSURANCE <i>Required for CUA holders transporting clients within the park</i> | |
| Seating Capacity Vehicle Was Manufactured to Carry | 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 |

The commercial automobile liability insurance requirements for operation of autos used in performance of the service in the park, but not to transport passengers are listed below. Please note CUA holders are responsible for understanding and ensuring adequate coverage is obtained to meet State-specific requirements.

| AUTOMOBILE LIABILITY INSURANCE <i>Required for vehicles operating within the park, but not transporting clients</i> | |
|---|---|
| Commercial Vehicle Insurance – Interstate Operations | Minimum per Occurrence Liability Limits |
| Small Fleet Vehicles under 10,001 pounds | \$300,000 |
| Fleet Vehicles 10,001 pounds or more | \$750,000 |

8. All incidents involving vehicle property damage or personal injury must be reported to park's Communication Dispatch by contacting 911 or a park ranger as soon as possible. CUA holders must also report any incidents

involving vehicle property damage, personal injury, violations, or convictions to the Yellowstone Concessions Management Office within 24 hours at yell_cua_admins@nps.gov.

9. CUA holders and employees are prohibited from possessing firearms while on duty within the park. CUA holders are responsible for determining whether state or local laws allow the possession of firearms by their clients.
10. The CUA holder may use legally obtained plant, animal, geological and cultural specimens for guest educational purposes only. Clients must be advised that possessing, destroying, removing or disturbing specimens in a National Park is strictly prohibited. To comply with park policy, all such specimens or parts thereof must remain inside the vehicle while operating in Yellowstone National Park. All wildlife parts such as antlers, pelts or feathers, must remain out of sight of all other (non-client) visitors while within park boundaries. **While in the park, holders of a CUA must have documentation or knowledge of the legal means by which all specimens in possession were obtained.**
11. This authorization does not confer exclusive use of any area in the park. All groups must honor the rights of others and conduct themselves in an orderly manner at all times.
12. "Foot travel in **all thermal areas** and within the Yellowstone Canyon between the Upper Falls and Inspiration Point must be confined to boardwalks or trails that are maintained for such travel and are marked by official signs." 36 CFR, Ch1, se. 7.13(i) **No off-trail travel is allowed; stay on designated boardwalks and trails.**
13. The CUA holder must provide all visitor services in a manner that is consistent with and supportive of the objectives of the park.
14. While in Yellowstone, the CUA holder or guide is responsible for their clients for the guided portion of the trip.
15. Employees of commercial operators conducting business inside the park must identify themselves at area entrance stations by showing their CUA and government-issued ID card.
16. CUA holders may not use their personal annual or lifetime passes to admit clients. Participants aged 16 and older entering the park must pay applicable entrance fees of \$20 per person. Clients may use their personal annual or lifetime passes to cover this entry fee.
17. Activity Operating Plan - The holder will abide by the applicable activity-specific operating plan provided with their approved CUA.
18. Failure on the part of the permittee (CUA holder, authorized Agents, and employees) to abide by the provisions of the permit (CUA) is citable under 36 CFR Section 1.6 (g) and Section 5.3. and may result in revocation or denial. Yellowstone National Park's Commercial Use Authorization Application Denial and CUA Revocation Standard Operating Procedures can be found at <https://www.nps.gov/yell/getinvolved/application-process-and-required-documents.htm>.

SINGLE SESSION PORTRAIT AND WEDDING PHOTOGRAPHY OPERATING PLAN – EXHIBIT B

OVERVIEW

This CUA allows the holder to conduct services for portrait and wedding photography. This type of photography includes, but is not limited to, the following:

- a. Wedding Ceremony Photography
- b. Engagement Photography
- c. Family Portraits and Photography
- d. School/Graduation Portraits
- e. Pet Portraits (must abide by park pet policy)

GENERAL PROVISIONS

1. This CUA is required for photography of a wedding ceremony. If the wedding is taking place in the park, then a wedding permit must also be obtained by contacting the park's Special Use Permit Office. Information on obtaining a wedding permit can be found at: <https://home.nps.gov/yell/planyourvisit/weddinginfo.htm>.
2. Photography of a wedding ceremony is limited to the location and number of guests listed on the wedding permit.
3. Wedding photographs may be taken at locations other than that listed on the wedding permit but are required to follow the location and group size limits described in this document.
4. Portrait and wedding photography in public, non-congested areas not listed under number 5 of this operating plan is limited to a maximum of 15 people, including photographers (or any other portrait subjects such as pets), unless otherwise stated on a special use permit.
5. Group size for all portrait and wedding photography is limited to 5 people, including the photographer, in areas of the Yellowstone Canyon between Silver Cord Cascade and Inspiration Point and between Chittenden Bridge and Upper Falls and in any thermal area park-wide; travel in these areas is restricted to NPS designated trails and boardwalks.
6. Photography is prohibited in thermal areas and the aforementioned areas of the Yellowstone Canyon between the hours of 9 a.m. – 7 p.m., from May 15th to September 30th, to reduce visitor use conflicts in these congested areas.
7. Photography is permitted in front country areas open to the public, on boardwalk areas, and on hiking trails within ½ mile of the road. Photography is prohibited at Boiling River.
8. Equipment will be carried at all times, except for the use of tripods used to hold cameras. Photography taken at indoor areas that have been reserved in advance may accommodate additional equipment with prior approval.
9. Filming is not authorized under this CUA. Filming and the use of models or props may require a commercial film permit. For Commercial Film Permit inquiries, please contact the Film Office at (307) 344-2722 or (307) 344-2115.
10. Visitors may not be asked to move and areas may not be closed to accommodate photographs.
11. Groups must utilize areas in a way that allows for the free flow of other traffic on roads, boardwalks, and trails. Clients participating in photography sessions must not conflict with the public's normal use of park areas.
12. All individuals are required to comply as directed by NPS staff engaged in administering wildlife management operations or managing wildlife viewing opportunities.
13. Filming is not allowed under this CUA. A filming permit must be obtained from the Special Use Permit Office.
14. If you have any questions regarding your authorization, please contact the Concessions Management Office at 307-344-2320.

Revised 09/2021

I have read and agree to the Single-Session Wedding and Portrait Photography CUA conditions. I hereby confirm that myself and all relevant employees will be trained in the requirements of this CUA, the Yellowstone CUA Special Park Conditions, and this Operating Plan.

CUA Holder's Signature: _____

Date: _____

Company Name: _____