Form 10-114
Rev. 1/2004

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Zion National Park
COMMERCIAL USE AUTHORIZATION

1. Name _____

Park Alpha Code: IM-ZION-5300-P

Type of Use: Photography Workshop

Organization _____

Date Authorization Approved: _____

Address _____

Telephone Number **Fax Number** _____

Reviewed: _____

Expires: December 31, 2013

2. The holder is hereby authorized to use the following described land or facilities in the above named area:
Photography workshops may set up at designated PARKING AREAS or PULLOUTS on established paved park roadways with the exception of: behind the administrative offices, in the employee housing areas, behind locked gates, near water tanks, beyond fences, on service roads, or in construction areas.

Workshops may travel on the following trails within the park. Pa'rus Trail, Court of the Patriarchs, Weeping Rock Trail, Watchman Trail, Lower, Middle and Upper Emerald Pools, Kayenta Trail, Timber Creek Trail, Canyon Overlook Trail, Grotto Trail (between Grotto and Lodge), Weeping Rock Trailhead to Observation Point, Riverside Walk, Sandbench Trail (November to March), West Rim Trail to Angels Landing (from Grotto trailhead), Weeping Rock Trailhead to Mouth of Echo Canyon (not into canyon), Weeping Rock Trailhead to Mouth of Hidden Canyon (not into canyon), Narrows to but not into Orderville Canyon (1.5 miles north of Riverside Walk). Tripods are prohibited on trails.

There shall be no interference with pedestrians or other traffic in the park. Participants are prohibited from standing along roadways and bridges except at designated parking areas or pullouts. Participants may not stand on the Virgin River Bridge at Canyon Junction.

For the purpose(s) of: Photographic workshops. This permit is applicable only for the use of the area(s) and term designated above. Photographic workshop providing technical and artistic instruction on composition of photographs related to the unique natural and cultural resources protected in Zion National Park (contingent upon compliance with Special Conditions, Attachment B, set forth herein). Permittee is required to carry a copy of this permit while operating within the park. The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at 12:00 a.m. on _____ (Month/Day/Year).
4. The authorization expires at 11:59 p.m. on 12/31/2013 (Month/Day/Year).
5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

X **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.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance:

CATEGORICALLY EXCLUDED X EA/FONSI ____ EIS ____ OTHER APPROVED PLANS ____

8. APPLICATION FEE:	Required	X	Not Required	____	Amount	$200-500
9. LIABILITY INSURANCE:	Required	X	Not Required	____	Amount	$See Provisions, Attachment A
10. COST RECOVERY:	Required	____	Not Required	X	Amount	$
11. FACILITY USE FEE:	Required	____	Not Required	X	Amount	$

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

Authorization: _____ _____ _____
Signature Title Date

Authorizing NPS Official: _____ _____ _____
Signature Title Date

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 in the amount of $_see Att. A_and underwritten by a United States company naming the United States of America (National Park Service, Zion National Park, SR 9, Springdale, UT 84767) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

5. Cost 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 on site 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 General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.