ATTACHMENT A

ZION NATIONAL PARK
COMMERCIAL USE AUTHORIZATION

PROVISIONS

1. The Permittee shall exercise this privilege subject to the authority of the Superintendent and shall comply with all applicable laws and regulations of the area.

2. **DAMAGES:** The Permittee shall pay the United States of America for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.

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

4. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: <RE: 36 CFR 2.32(4)>.

5. Permittee will comply with applicable public health and sanitation standards and codes.

6. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION: If use of the resource covered by this permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows:

a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will have consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7. The Permittee will comply with provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

8. The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and relevant orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9. In the event of the Permittee's noncompliance with the nondiscrimination clauses of this Commercial Use Authorization Permit or with any of such rules, regulations, or orders, this permit may be canceled, terminated, or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10. The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions, including sanctions for non-compliances; Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

11. This permit is applicable only for the use of the area(s) and terms designated therein.

12. The rates of the Permittee will not be approved by the National Park Service.

13. The Permittee will have none of the rights or privileges of Public Law 105-391 and will not be considered a concessioner to the National Park Service.

14. The Permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.

15. The Permittee and all participants authorized herein must comply with all of the conditions of the permit including all exhibits or amendments or written directions of the park Superintendent.

16. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent. Alteration of any park features (to allow set-up of equipment, enhance setting, etc.) is strictly prohibited.

17. The Permittee shall be liable for any damages to any Government property resulting from these activities.

18. This permit does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The commercial aspects of the service, except for the service itself, must occur outside of the park, including marketing, advertising, use or construction of temporary or permanent structures, the negotiation of compensation with the customer, or the solicitation or receipt of money or other compensation. Advertising for the permitted activity shall not state or imply endorsement by the National Park Service and may not depict or suggest prohibited activities.

19. **PAYMENT:** A CUA will require the advance payment by the Permittee, of a minimum administrative fee of $250.00, notwithstanding the length of the permit.

20. **INDEMNIFICATION:** The Permittee shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account

of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, his employees, subcontractors or agents under this PERMIT.

A. (1) The Permittee shall purchase at a minimum the types and amounts of insurance coverage's as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this PERMIT.

(2) The Permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this PERMIT and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Permittee's insurance program hereunder.

(3) The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

B. **COMMERCIAL GENERAL LIABILITY**: The Permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized and meet the following minimum limits:

	Per Occurrence
Minimum Limit	$1,000,000

If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(1) **All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government and/or shall provide that the United States Government is named an additional insured.**

(2) The Permittee shall also obtain the following coverages at the same limits as required for comprehensive general liability insurance unless other limits are specified:

(a) Product liability - **$1,000,000**
(b) Automobile liability to cover all owned, non-owned, and hired vehicles based upon Utah State law.

Vehicle Capacity:

7-15 Passengers:	$ 1.5 million dollars-Bodily Injury and Property Damage
16+ Passengers:	$ 5.0 million dollars-Bodily Injury and Property Damage
1-6 Passengers:	Unregulated by the state. Insurance levels are set by the municipality you are operating in. Consult your insurance agent.

(c) Workers' compensation

21. **ASSIGNMENT:** The CUA may not be transferred, extended or assigned under any circumstances.

22. **REVOCATION:** The CUA may be revoked at any time at the discretion of the superintendent without compensation to the permittee or liability to the United States.

23. **ANNUAL REPORT:** Within sixty (60) days after the end of each year from the effective date of this permit, the Permittee shall submit an annual report that summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this permit, gross revenues are defined as:

The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit.

Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit. [Use of the current OMB approved survey form will be required until such time as a new form is approved. See CUA Annual Survey, Attachment D.]

24. **MITIGATION.** The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of, or otherwise as required by the Superintendent.

25. It is expressly understood that the Permittee is subject to any and all special conditions attached. [See Special Conditions, Attachment B.]

26. All Permittees will abide by relevant sections of the latest edition of the Food and Drug Administration's (FDA) Food Code. In addition, all Permittees will abide by any and all Utah state requirements regarding food preparation and serving.
A copy of the food handling certificate must be included with the application materials for all companies providing food service within the park.