# COMMERCIAL USE AUTHORIZATION APPLICATION

Mesa Verde National Park

PO Box 8

Mesa Verde National Park, CO 81330

CUA Coordinator: MEVE\_CUA@nps.gov

Phone Number:

970-529-4611

**Read all application instructions (at the end of this application) as well as all conditions of the authorization before completing and submitting the 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. **Service for which you are applying:** *[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. **Will you be providing this service in more than one park? Yes** **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 Agents for your business. Authorized Agents have the power to sign on your behalf.)*

## Mailing Addresses

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

Address:

City, State, Zip:

Email: Website:

Day Phone: Evening Phone: Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. ) If same as “Primary Contact Information, check here * *and go to question 6.*

Address:

City, State, Zip:

Email:

Website:

Day Phone: Evening Phone: Fax:

1. **What is your Business Type?** *(Please check one below)*

Name: Name:

Sole Proprietor

Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*

Limited Liability Company Corporation

Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*

Other

1. **Business License – State and Number: Expiration Date:**
2. **Employer Identification Number (EIN):**
3. **Liability Insurance:**

Provide proof of liability insurance. We recommend obtaining an Acord form from your insurance provider. 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”).

## Will your business operate vehicles/vessels/aircraft within NPS boundaries?

Yes No

*Information 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.*

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| --- | --- | --- | --- |
| **Make/Model of Vehicle** | **Year** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
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| **Make of Aircraft** | **Tail Number** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
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| **Make/Model of Vessel** | **Registration # or USCG Documentation** | **Length** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
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## Additionally Required Documentation:

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in “Attachment B”.

## 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:

If 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.](http://www.doi.gov/ethics)

1. **Violations:** 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.

Yes No  *If “Yes”, please provide the following information. Attach additional pages, if necessary.*

Date of violation or incident under investigation: Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

1. **Fee:** Please include the Application Fee as outlined in Attachment B.

## 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.

**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

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

[Note: Each park will list the commercial services currently approved at their park and include those same commercial services in “Attachment B”.]

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.

1. Respond “No” or list other parks where you will be providing this service.
2. 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.
3. 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.
4. 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.
5. Check the box that identifies your type of business.
6. 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.
7. 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 [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN.](http://www.irs.gov/Businesses/Small-Businesses-%26-Self-Employed/How-to-Apply-for-an-EIN) We will use the EIN that you provide as needed to collect debts.
8. 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”.
9. 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.
10. Provide copies of additional documentation as required by “Attachment B”.
11. 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.
12. 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.
13. Include payment of the Application Fee - $ 100 See “Attachment” B.
14. 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. **Employee Conduct:** The holder must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The holder must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures. The holder must review the conduct of any of its employees whose action or activities are considered by the holder or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation. The holder must maintain, to the greatest extent possible, a drug free work environment.
4. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
5. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
6. **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.
7. **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.
8. **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.
9. **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.
10. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
11. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
12. **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.
13. **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.
14. **Reporting:** The holder must submit annually the CUA Annual Report (NPS Form 10-660) by January 31 for the prior CUA season and also must submit upon request the CUA Monthly Report (NPS Form 10-660A). The holder is to provide the area Superintendent upon request 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.
15. **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.
16. **Minimum Wage:** The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
17. **Paid Sick Leave:** The holder must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29

C.F.R. part 13, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

1. **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 [park insert phone number] or by going to the park CUA webpage at [park insert CUA webpage]

1. **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.
2. **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.
3. **Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

# SPECIAL PARK CONDITIONS

COMMERCIAL USE AUTHORIZATION

Please see attached Appendix

# 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 1,000,000. 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 *interstate* passenger transport is:

|  |  |
| --- | --- |
| **Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)** | **Minimum per Occurrence Liability Limits\*** |
| 15 or fewer passengers | $1,500,000 |
| 16 or more passengers | $5,000,000 |

The NPS has not established standard commercial automobile liability minimums for intrastate auto use by CUA holders because each state has unique rules and regulations. Intrastate CUA holders must meet individual state requirements for Commercial Automobile Liability Insurance or the interstate requirements above, whichever are greatest.

If the CUA applicant or holder will use rented or leased vehicles in performance of the authorized service, the applicant or holder must secure appropriate insurance for that rented or leased vehicle in the amount required by the CUA application. Proof of insurance secured directly from the rental or lease company may not be available upon application submission, but applicants are required to provide proof of insurance coverage after application submission upon NPS request.

CUA holders authorized to transport passengers aboard or use in the park an owned/rented/leased vessel are required to have **P&I Vessel Insurance**. The minimum P&I Vessel Insurance is .

CUA holders authorized to transport passengers or use in the park an owned/rented/leased aircraft are required to obtain **Aircraft Liability Insurance**. The minimum Aircraft Liability Insurance is .

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum Property Insurance for use of is .

## 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.

# ATTACHMENT B

**List of Approved Service, Additionally Required Documentation, and Fee Information**

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| **AUTHORIZED COMMERCIAL REQUIRED DOCUMENTATION REQUIRED CUA FEES SERVICE** |
| **Road Based Tours:** traveling by improved roadway on an itinerary that is packaged, priced, or sold for leisure or recreational purposes. Includes walks to facilities, overlooks, and sites. | A, B, C, D, E, F (see below) |  $100 Application Fee |
| **Guided Hiking Tours:** Tours on marked public hiking trails | A, B, C, D, E, F (see below) | $100 Application Fee |
| **Photography or Painting Workshops:** Workshops are allowed to give technical and artistic instruction on composition of photography and painting related to the unique natural and cultural resources of the park.  | F (see below). | $100 Application Fee |
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1. Proof of Commercial and General Liability Insurance naming the United States of America as Additionally Insured. Minimum coverage $1 million ($1,000,000) usd.
2. A List of all company-owned vehicles and license plate numbers (disregard rental vehicles)
3. A list of all drivers and copies of their driver’s licenses.
4. A list of all guides and copies of their Current CPR and Basic first Aid Certifications.
5. A copy of your Company’s safety notice.
6. An itinerary specifying dates/locations of group activities within the park.

**APPENDIX SPECIAL PARK CONDITIONS**

**Mesa Verde National Park**

**Commercial Use Authorization Conditions**

**Commercial Transportation/Tours/Photography Workshops**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS PERMIT. **All pages of this permit must be always carried with the permittee or its employees when operating within Mesa Verde National Park.**

1. **Permits/Licenses** - The Holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
2. **Business Operations** -This permit does not authorize the Holder to advertise, solicit business, collect any fees (including tips), or sell any goods or services on lands owned and controlled by the United States. The authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Damages** - The Holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Holder is authorized to make of the land described in this permit.
4. **Acknowledgement** - In accepting this Authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the Park was established, i.e., visitor understanding and enjoyment of the Park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture of the park to their clientele.
5. **Use Limits** - It is expressly understood that the Superintendent may impose public use limits based upon the authority stated in Title 36 of the Code of Federal Regulations, Section l.5. Furthermore, it is understood that possession of this Authorization does not guarantee entry into Mesa Verde National Park, and that the entrance into the park may be closed or restricted from time to time in response to emergency conditions or natural events. It is also understood that access to Mesa Verde National Park and certain areas within the park may be restricted in the future to protect Park resources and assure quality visitor experiences or due to the implementation of special park projects
6. **Health and Sanitation** - The Holder will comply with applicable public health and sanitation standards and codes. The Holder is not authorized to use the dump station. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Chief Ranger's Office at 970-529-4461. This information, along with other information received, will be evaluated to help identify outbreaks of illness associated with contaminated water or food sources or caused by other environmental conditions.
7. **Accidents** - All accidents are to be reported to the Chief Ranger’s Office or by calling 970-529-4462 or 911 as soon as possible.
8. **Nonexclusive Authorization** - The Holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the Holder a preferential or exclusive right to conduct business in any NPS administered area.
9. **Equal Employment Opportunity/Nondiscrimination** - The Holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant order of the Secretary of Labor.
10. **Insurance** - The Holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this permit. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or other insufficient for any reason whatsoever.

The Holder shall provide the Superintendent a Certificate of Insurance at the inception of this permit and annually thereafter and shall provide the Superintendent thirty (30) days written notice of any material change in the Holder's insurance program hereunder.

1. **General Liability** - The Holder shall obtain general liability insurance in at least the amount of one million dollars ($1,000,000).
2. **Automobile Liability** - The Holder shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits specified by the State of Colorado.1 As of March 2025, minimum statutory commercial automobile insurance limits are $25,000 for bodily injury or death to any one person, $50,000 for bodily injury or death to all persons in any one accident, and $15,000 for property damage in any one accident.
3. **Liability Insurance Lapse or Cancellation** - Upon notification that the Holder's liabilityI insurance has lapsed or cancelled for any reason, the authorization to operate in the par shall be suspended until new insurance is in place.
4. **Area Use** -This Authorization is applicable only for the use of the area, term, and conditions designated herein. 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.
5. **Hiking** - If your activity involves hiking, ensure group stays on designated trails.
6. **Designated Drop-Off Points** - The National Park Service reserves the right to specify in-park drop-off and pick-up points for use by the Holder. Holders operating mini-buses and/or motor coaches must use designated passenger loading/unloading areas and bus parking areas.
7. **Off-1oading Passengers** - The Holder will be responsible for controlling passengers at those places where the vehicle stops and off-loads. The Holder shall ensure that clientele do not obstruct vehicular or pedestrian traffic. This will include keeping passengers from walking into the roadway and obstructing traffic, and from walking in the areas posted as sensitive, where resource damage may result. Loading or unloading of passengers on to roadways, driveways, handicapped parking spaces, etc., is prohibited.
8. **Wetherill Mesa** - Due to the steep, winding road vehicles over 25 feet in length are restricted from the Wetherill Mesa Road.
9. **Rules of the Road** -All vehicles will comply with posted traffic regulations. The Holder shall take every safe opportunity to use roadside turnouts to allow traffic to pass.
10. **Idling** - Maximum idle time at any location within Mesa Verde National Park is five

(5) minutes. The only exception to this idle time rule is for initial startup with a cold engine. It is not for air conditioners, heaters or other passenger comforts. This rule is strictly enforced. No exceptions.

1. **Vehicle Exhaust** - All vehicles will be properly maintained to ensure the exhaust produced is not beyond what is allowed by law. Excessive exhaust from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding emissions.
2. **Additional Permits/Authorizations** -The Holder may be required to obtain additional, permits to conduct activities not authorized by this CUA. It is the responsibility of the Commercial Tour Operator to obtain any additional authorization for activities not covered under this CUA. Examples of additional authorization requirements, though, not limited to these, are any situations requiring a special use or other permit such as weddings and filming. **NOTE: Commercial bicycle tours are not allowed within Mesa Verde National Park.**
3. **Entry Fees** - The Holder agrees to pay all applicable entrance fees in effect at the time of arrival at the park entrance station or designated fee collection site. The entrance. fee must be paid in full at the time of entry or upon exit if the entrance station is closed during entry. It is mandatory that drivers or clients have in their possession an authorized credit card, company check, money order, or the co1Tect amount of cash upon arrival at the park entrance.

The Park entry fee allows for a consecutive seven-day visit. For a group making a multiple day visit to Mesa Verde, the entry fee entitles the "same group" on the "same bus/vehicle" to enter for up to seven consecutive days for the one entry fee. Checks may be made payable to the "Department of Interior/National Park Service" or "DOIINPS".

**The Mesa Verde Annual Pass and the America the Beautiful Series Passes may not be utilized for commercial entry into the park.**

1. **Advertising** - Advertising for the authorized activity shall not state or imply endorsement by Mesa Verde National Park or the National Park Service. Photography or filming of advertisements within Mesa Verde may require a separate filming permit which must be approved by the Superintendent. (Contact the Permit Office at (970)529-4611 for further information.)
2. **Picnic Areas** - Picnic areas are in the museum area and along both Mesa Top Loop roads. No food preparation is permitted in the bus loading/offloading area. Please distribute lunches in your vehicle before offloading. Food is available for purchase from the park concessioner at each of its locations. Please do not bring food into the concession facilities unless prior arrangements have been made with the concessioner.
3. **Safety** - The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other Park visitors, and Park employees.
4. **Harassment of NPS Employees** - Any harassment or threats to any NPS employee by the Holder will result in the suspension and/or revocation of this authorization.
5. **Vegetation** - Activities must be confined to established walkways to prevent trampling of vegetation.
6. **Wildlife** - Park regulations prohibit the feeding of any wildlife in Mesa Verde National Park. Holder will enforce this regulation with its passengers.
7. **Park Information** - The Holder will ensure that information provided through tour leaders, brochures, literature, or advertising to Park visitors is accurate and reflects the most current information available to depict park flora, fauna, geology, culture, and history. Some information may be found on the park website at [www.nps.gov/meve](http://www.nps.gov/meve).
8. **Commercial Vehicle Inspections** - The Holder shall cooperate fully regarding the inspections of commercial vehicles within the park. Commercial vehicle safety inspections are conducted unannounced for visitor safety. Vehicles are checked for safety and mechanical deficiencies and compliance with current state and federal laws and regulations. CUA permits are checked for park compliance.
9. **Archeological Sites** - Groups may not enter a cliff dwelling without a ranger present. If the group is found in a cliff dwelling without a ranger, the Authorization will be revoked, and other enforcement action taken as appropriate.

The group leader(s) must not interfere, or interrupt tours given by park rangers. If this does occur, the Authorization may be revoked.

Tour guides may not accompany the group into Cliff Palace and/or Balcony House or other controlled area as these are ranger-guided and/or ranger-assisted tours.

**Note:** Cultural Resources in Mesa Verde National Park are protected by the Historic Preservation Act of 1966 (16 USC 470), and the Archeological Resource Protection Act 1979, as amended (16 USC 470aa) which carries criminal and civil penalties for removing or damaging archeological resources.

1. **Tour Tickets** - Tour tickets must be purchased online at Recreation.gov two weeks prior to the tour. Tickets are $8.00 per person, per tour for Cliff Palace and Balcony House. Please check the website for other tour options.
2. **Monitoring** - The Superintendent, or designee, shall have the right to monitor the CUA Holder's tours for compliance with all aspects of the Authorization. Monitoring for Photography Workshops is subject to Cost Recovery for the ranger's time to enter sites before/after hours.
3. **Employee/Agent Responsibility** - The Holder shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this Authorization. (The Holder may be cited for any Authorization violations committed by their employee and/or agent.)
4. **Unmanned Aircraft**- Launching, landing, or operating an unmanned aircraft from or on lands and waters administered by the National Park Service within the boundaries of Mesa Verde National Park is prohibited except as approved in writing by the Superintendent.

Definition: Unmanned Aircraft - "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 term 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.

1. **Suspension or Revocation of Transportation Authorities** - The Holder is responsible for remaining in compliance with all applicable state and federal transportation laws and regulations. If for any reason the Holder is not in compliance with applicable Laws and Regulations this Authorization will be suspended immediately.
2. **Permit Compliance** - The Holder and all participants authorized herein must comply with all the conditions of this Authorization, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain a CUA to provide commercial services and have a copy of the document available for inspection at any time while in the park, are violations of the CUA terms for which a citation may be issued and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. National Park Service field personnel will be provided with a current list of CUA Holders by the Permit Office. The Permit Office will receive a copy of any written warnings or citations issued to Holders and these documents will become part of the Holder's Park record.
	1. A first violation can result in a verbal warning, written warning, violation notice, or mandatory appearance in court along with a possible revocation of the CUA. If a revocation of the privileges granted by a permit occurs, a new application will not be considered for a period of 12 months. The appropriate course of action will be based upon the violation and the Park's discretion based upon the investigation. The chosen course of action may not automatically go with the lessor of the legal recourses.
	2. A second violation will result in a revocation of the CUA and the issuing of a violation notice and/or mandatory appearance in court. Upon revocation of the privileges granted by a permit, a new application will not be considered for a period of 12 months. The appropriate course of action will be based upon the violation and the Park's discretion based upon the investigation. The chosen course of action may not automatically go with the lessor of the legal recourses.
	3. A third violation will result in issuing a mandatory appearance in court and a revocation of the CUA. Upon revocation of the privileges granted by a permit, a new application will not be considered for a period of five years. The appropriate course of action will be based upon the violation and the Park's discretion based upon the investigation. The chosen course of action may not automatically go with the lessor of the legal resources.
	4. The period a business must wait after a permit revocation may be waived under the following circumstance. The business has been sold in its entirety to another entity and has no connection to the original owner. Under this circumstance, the new owner must show proof of sale when applying for a new permit.

Each violation will be evaluated according to the events of the incident. The Superintendent reserves the right to suspend or revoke a permit for cause at any time.

Signature of Holder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_