



COMMERCIAL USE AUTHORIZATION APPLICATION

National Capital Parks- East
1900 Anacostia Dr SE
Washington, DC 20020
CUA Coordinator jack_bartlett@nps.gov
Phone Number: (202) 578-0136



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.)*

5. **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:

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

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

Name:

Name:

- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*
- ☐ Other

7. **Business License – State and Number:**

Expiration Date:

8. **Employer Identification Number (EIN):**

9. 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 \$1,000,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A").

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

Yes ☐ No ☐

11. Additionally Required Documentation:

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

12. 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>.

13. 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:

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

15. Signature:

False, fictitious or fraudulent statements or 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:
Pedicab Operators, Water Taxis, Guided Exercise Classes, Temporary Food and Beverage Services in Support of Permitted Event
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.
2. Respond "No" or list other parks where you will be providing this service.
3. 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.
4. 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.
5. 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.
6. Check the box that identifies your type of business.
7. 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.
8. 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>. We will use the EIN that you provide as needed to collect debts.
9. 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".
10. 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.
11. Provide copies of additional documentation as required by "Attachment B".
12. 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.
13. 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.
14. Include payment of the Application Fee - \$300. See "Attachment B".
15. 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. Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
- 4. Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
- 10. Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
- 11. 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.
- 12. 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.

- 13. Reporting:** The holder is to provide the area Superintendent upon request 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 area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).
- 14. 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.
- 15. 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.
- 16. 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 (202) 578-0136 or by emailing jack_bartlett@nps.gov.
- 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, 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.
- 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. 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

- 1. CONDITIONS VIOLATIONS.** Violations of any Terms and Conditions of this Commercial Use Authorization (CUA) may be cause for immediate suspension or revocation.
- 2. BUSINESS OPERATIONS.** This authorization does not authorize the CUA Holder (Holder) to advertise, solicit business, barter, and/or collect fees on lands owned and controlled by the United States unless specifically authorized in Section 2 "Summary of Authorized Activity".
- 3. PARKING AND FEES.** Parking is permitted only in designated parking areas/spaces unless otherwise identified in Section 2 "Summary of Authorized Activity". All parking spaces must remain open on a first come, first use basis. Holder and employees are required to pay all applicable parking meter fees. Holder is responsible for providing employees information regarding parking fees.
- 4. COMPANY IDENTIFICATION.** Holder must visibly identify the company for which he/she works while conducting activities on Park property (e.g., hat logo, embroidered shirt, or other similar method). Clothing, hats and similar apparel worn by Holder are not considered advertising as identified in Special Park Conditions #2 "Business Operations".
- 5. EMPLOYEE RESPONSIBILITY.** Holder shall ensure that all employees entering the Park are informed of all terms and conditions of this authorization. Holder may be cited for any authorization violations committed by its employees. A copy of this authorization must be on-hand during all activities conducted within Park jurisdiction.
- 6. BEHAVIOR, CONDUCT AND SAFETY.** Holder is required to exercise courtesy and consideration in their relations with the public, NPS employees, volunteers, and other park agents. The Holder will review and correct the conduct of any of its employees whose actions or activities are considered by the National Park Service to be inconsistent with the experience,

enjoyment, and protection of Park resources and Park visitors. The Holder and employees must comply with all terms and conditions of this authorization including all terms and conditions of the corresponding special event permit or written directions of the Superintendent. The Holder must always conduct activities so as to ensure the safety of Park visitors.

7. **ORIENTATION.** Holder must provide an orientation to employees for the proposed itinerary and be capable of revising the itinerary if an emergency situation occurs. The orientation must include acknowledgment of the Park location, Leave No Trace principles (as found at <http://www.nps.gov/features/wilderness/leavenotrace/popup.html>), Park rules/regulations, and safety/emergency procedures.
8. **SEPARATED PASSENGERS / RESCUES.** Holder is responsible for providing participants with necessary information to locate or contact their group if they become delayed or separated. Holder may not abandon their clients in the Park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to the Park Police Dispatch at 202.610.7500, even if a call to 911 has already been placed.
9. **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 authorization must be left in substantially the same condition as it was prior to the activities authorized herein. Removal or disturbance of natural, cultural and historical resources is prohibited (e.g., pruning, trimming or cutting of vegetation, removal of soil or stone, or similar activities).
10. **DAMAGES.** 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 authorization. The Holder is responsible for, and will be charged for, any costs incurred by the National Park Service to repair/rehabilitate any damages occurring to the Park's natural, cultural, and historic resources by this authorization.
11. **HEALTH AND SANITATION.** Holder will comply with applicable public health and sanitation standards and codes found within the corresponding special event permit. Holder will promptly report information about any outbreaks of illness, whether employees or guests, to the Public Health Consultant at 202.641.5495. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify potential illnesses caused by contaminated water/food sources or by other adverse environmental conditions.
12. **NONEXCLUSIVE AUTHORIZATION.** 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. The National Park Service will not authorize the closing of a Park area to the public or permit the hampering of normal travel and use by the general public to accommodate this activity. Holder must ensure that all public access points within the Park remain open and unobstructed from activities authorized within this authorization.
13. **LIABILITY INSURANCE LAPSE OR CANCELLATION.** This authorization is suspended immediately if a lapse or cancellation of the Holder's liability insurance were to occur.
14. **FIREARMS.** Holder and their employees are prohibited from carrying firearms while conducting business under this Authorization within the Park.
15. **REFUSE.** Federal regulations (36 CFR 2.14) require the proper disposal of refuse.
16. **ACCIDENTS / INCIDENTS.** Holder is required to immediately report any incidents or accidents that take place which involve injury and/or local jurisdiction emergency response. Initial notification will be made to National Capital Region Communications Center at 866.677.6677, even if a call to 911 has already been placed. A written report regarding all accidents or incidents requiring emergency response must be submitted to the Park Concessions Management Specialist within 2 business days.
17. **PARK CLOSURES.** Holder shall not use area when activities may damage Park resources or when closed to the public (e.g., inclement weather, soft ground, flood conditions, repairs, construction, or similar temporary/permanent closures).
18. **THIRD PARTY OPERATIONS.** This authorization is granted solely to the Holder named herein. Transfer of this authorization to third party operators, independent contractors, and/or other similar agents not directly employed by the Holder is prohibited. Third party operators, independent contractors, or other similar agents not directly employed by Holder must obtain separate authorization(s) from the Park.
19. **PARK INFORMATION.** The Holder is encouraged to provide information about National Mall and Memorial Parks that is relevant and includes park themes, as well as information about the mission of the National Park Service. Park theme information is available on the park website at <http://www.nps.gov/nace>.
20. **MANAGEMENT FEE.** Management fees will be required for the following Commercial Use Authorizations (CUAs): Temporary Food and Beverage in Support of a Permitted Special Event, Guided Exercise Classes, Water Taxis. Management fees will not be required for Pedicab operators at this time. Management Fees are calculated using the amount reported under Gross Receipts (question 8) on the NPS 10-660 Form. The percentage of gross receipts for Services will be calculated by:
 - a. Temporary Food and Beverage in Support of Permitted Special Event CUAs will pay 8% of gross receipts. The \$300 application fee is a mandatory, one-time, non-refundable fee submitted when applying for a Commercial Use Authorization. The application fee is credited toward the determined management fee due for each activity during the

Annual Report submittal process.

- b. After submitting an annual report, the management fee will be calculated by the NPS Commercial Services Office, and the operator will receive an invoice for their management fee. Payment of the management fee is due 30 days after receipt of the invoice by check or money order. These may be mailed or dropped off in person. CUAs will not be issued to previous Holders with outstanding management fees or reporting.
- c. If a NPS 10-660 Form is not received within 30 days of the conclusion of the event, NPS will calculate the management fee for the maximum allowable gross receipts under this CUA (\$25,000). The NPS 10-660 Form must still be received prior to the end of the year in order to obtain any future CUA.

SPECIAL ACTIVITY CONDITIONS

TEMPORARY FOOD AND BEVERAGE SERVICES

1. The Holder shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this authorization and the corresponding special event permit. Failure to do so may result in the immediate suspension of the authorized activity or the revocation of the authorization. All costs associated with clean up or damage repairs in conjunction with a revoked CUA will be the responsibility of the Holder.
2. The Holder may only operate in the specified areas designated in the corresponding special event permit.
3. All terms and conditions of the corresponding special event permit must be strictly adhered to.
4. The Holder is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure all required inspections, authorizations, permits, and licenses.
5. This authorization may be revoked at the discretion of the Superintendent.
6. This authorization may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the authorization to the contrary.
7. 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 the activities and operations authorized by this authorization. The policy shall be in the amount of \$1,000,000 per Occurrence and underwritten by a United States company naming the United States of America as additional insured. The Holder agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the authorization.
8. All hazardous spills shall be immediately contained. Immediate notification of the spills shall be made to the park's Environmental Compliance Program Manager and to the Safety Officer.
9. All hazardous waste shall be contained and disposed of at approved disposal sites in accordance with federal, state, and local laws. All hazardous waste must; 1. minimize the generation of hazardous waste, universal waste, solid waste and miscellaneous maintenance waste to the extent feasible. 2. to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs). 3. follow conditionally exempt small quantity generator (CESQG) requirements, as defined in defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping. 4. manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.
10. Discharge anything other than precipitation into these bodies of water either through the storm drains or through runoff is prohibited without the proper permit or authorization.
11. The Holder or Special Event Permittee must provide NPS with a copy of all solid waste disposal manifests signed by facility owner or operator within 45 days of disposal. The manifest needs to be reported to the park Environmental Compliance Program Manager, by January 1 each year for the duration of the event.
12. Photographs shall be taken of pre-construction conditions and post-construction conditions. Area shall be photographed extensively to document any drips and spills that must be remediated by permittees.
13. Spill containment kits and fire extinguishers shall be available on site at all times.

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.

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 National Park Service 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

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES
Temporary Food and Beverage in Support of Permitted Event	<ul style="list-style-type: none"> • NPS Special Event Permit # corresponding to this service • Certificate of Insurance • Business License • Copy of Vehicle Registration (if applicable) • Locality Health Inspection • Locality Fire Inspection (if applicable) • Food Manager Certification • Exterior picture and dimensions of vehicle (if applicable) • Interior layout (if applicable) • If renewing a CUA: Annual CUA Report, NPS Form 10-660 • CUA Application 	<ul style="list-style-type: none"> • \$300 application fee • Management Fee – Within thirty (30) days of the conclusion of the permitted event, the Holder shall submit a NPS 10-660 Form which summarizes total in-Park visitor use and includes gross revenues for the event. After this is received the management fee will be calculated by the NPS Commercial Services Office and the operator will receive an invoice for their management fee. Payment of the management fee is due within 30 days after receipt of the invoice. Payments may be made by check or money order made out to National Park Service. These may be mailed or dropped off in person. CUAs will not be renewed or issued to operators with outstanding management fees.