



Commercial Use Authorization Permit

Form 10-114 (CUA)
Rev. 1/2004

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
SEQUOIA AND KINGS CANYON NATIONAL PARKS
COMMERCIAL USE AUTHORIZATION

Park Alpha Code: PWR-SEKI-

1.
Name _____

Type of Use: Commercial Services

Organization _____

Date Authorization Approved: _____

Address _____

Telephone Number _____

Fax Number _____

Reviewed: _____

Expires: _____

2. The holder is hereby authorized to use the following described land or facilities in the above named area:

SEQUOIA AND KINGS CANYON NATIONAL PARKS

The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at 12:01AM (am/pm) on _____ (Month/Day/Year).

4. The authorization expires at 11:59 PM (am/pm) on _____ (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

ADDITIONAL AUTHORIZED ACTIVITY:

X **Out-of-Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

 In-Park: The commercial service described above must originate and be provided solely within the boundaries of the park area.

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

7. NEPA Compliance:

CATEGORICALLY EXCLUDED X EA/FONSI EIS OTHER APPROVED PLANS

8. APPLICATION FEE: Received Not Required Amount \$50.00

9. LIABILITY INSURANCE: Required X Not Required Amount

10. COST RECOVERY: Required X Not Required Amount \$450.00

11. FACILITY USE FEE: Required Not Required X Amount

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

12. Signatures

Authorization:

	Signature	Title	Date
Authorizing NPS Official:	_____	_____	_____
	Signature (for)	Superintendent, Sequoia and Kings Canyon National Parks	Date
Authorizing NPS Official: (additional if required)	Signature	Title	Date

Print Form

Reset Form



Additional Conditions and Requirements



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CONDITIONS OF THIS AUTHORIZATION

Non-permitted use of park lands is punishable under 36CFR§1.6. Penalties may include appearances before a Federal Magistrate with maximum penalties of 6 months imprisonment and \$5,000 in fines.

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$300,000 and underwritten by a United States company naming the United States of America (National Park Service, Sequoia and Kings Canyon National Park, 47050 Generals Hwy, Three Rivers, California, 93271) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park superintendent.



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11. The holder is to provide the park superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

13. Special Use Permits for the same activity will be charged the same amount.

APPENDIX **SPECIAL PARK CONDITIONS for GUIDE SERVICES**

This Commercial Use Authorization (CUA) is granted subject to the following conditions:

- A. This permit is applicable only for the specified use of the area(s) and term designated above.
- B. The permittee will have none of the rights or privileges of Public Law 89-249 and will not be considered a concessioner to the National Park Service.
- C. The rates charged by the permittee will not be approved by the National Park Service.
- D. The permittee must obtain all permits or licenses of state or local governments, as applicable, necessary to conduct the commercial activities specified above and must operate in compliance with all pertinent federal, state, and local laws and regulations.
- E. The permittee and all participants authorized herein must comply with all of the conditions of this permit, including all exhibits, amendments or written directions of the Park Superintendent. The permittee is responsible for knowing and complying with all applicable rules and regulations of the park. The permittee is also responsible for communicating these rules and regulations to its clients and ensuring their compliance.
- F. 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, and all refuse properly disposed of or as otherwise required by the Superintendent. No buildings or other structures (including camping area "improvements" such as campfire rings, rock walls, hitching rails, benches, or trenches, etc.) will be constructed under this permit within Sequoia and Kings Canyon National Parks.
- G. The permittee shall be liable for any damages to property of the United States resulting from these authorized activities.
- H. This permit does not authorize the permittee to advertise, actively solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the National Park Service.
- I. This permit requires the advance, nonrefundable, payment by the permittee of a minimum application fee of \$50, notwithstanding the length of the permit. Additional administrative fees may be assessed if permittee does not comply with all reporting requirements in a timely manner.



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- J. Indemnification.** The permittee shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages, or claims for personal injury, death, or property damage of any nature whatsoever and by whomever made, arising out of the activities of the permittee, its employees or agents under this permit.
- a. The permittee shall purchase at a minimum the types and an amount of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this permit.
 - b. 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 ten (10) days advance written notice of any material change in the permittees insurance program hereunder.
 - c. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage's and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
 - d. **Public 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 herein, but in any event, the limits of liability shall not be less than **\$300,000 per occurrence** covering both bodily injury and property damage. 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.
 - e. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.
 - f. The permittee shall also obtain the following coverage at the same limits as required for comprehensive general liability insurance unless other limits are specified:
 - g. Product liability
 - h. Automobile liability - all owned, non-owned and hired vehicles. The permittee shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits set by the Federal Motor Carrier Safety Administration (FMSCA) for interstate motor carriers and by the California Public Utilities Commission for California (CPUC) based motor carriers. The Permittee shall carry proof of vehicle registration and automotive liability insurance at all times while operating within Sequoia and Kings Canyon National Parks.
 - i. Workers' compensation
- K. Nondiscrimination.**
- 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 Secretary 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.



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- c. The permittee will send to each labor union or representative of workers with which the permittee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the permittees commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The permittee 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 orders of the Secretary of Labor.
 - e. The permittee will furnish all information and reports required by 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 orders of the Secretary of Labor, or pursuant thereto, and will permit access to the permittees books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the permittees noncompliance with the nondiscrimination clauses of this concession contract or with any of such rules, regulations, or orders, this concession contract may be cancelled, terminated, or suspended in whole or in part, and the permittee may be declared with ineligible for further Government concession contract in accordance with procedures authorized in Executive Order No. 11346 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, and or order of the Secretary of Labor, or as otherwise provided by law.
 - g. 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 by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance; 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 Secretary, the permittee may request the United States to enter into such litigation to protect the interests of the United States.
- L. This CUA may not be transferred, extended or assigned under any circumstances.
- M. This CUA may be revoked at any time at the discretion of the superintendent without compensation to the permittee or liability to the United States.
- N. The Superintendent may, if necessary to protect deteriorating resources, require a reduction in the levels of use at specific areas or during specific periods. The permittee will be advised in advance of these actions
- O. Reporting Requirements.**
- a. **Annual Financial Report:** The permittee shall submit an annual report to the Superintendent, which summarizes total **in-park visitor use and includes gross revenues** for the year. The Year End Use Reporting Form is enclosed. For the purpose of this permit, gross revenues are defined as: Gross receipts generated from subsidiary or other operations located outside 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.
- P. **Construction.** No building or other structures will be erected under this permit within Sequoia and/or Kings



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Canyon National Parks.

- Q. **Soil Erosion.** The permittee shall take adequate measures, as directed and approved by the Superintendent, to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
- R. **Nonexclusive Authorization.** This permit shall not be construed as limiting the obligation of the Superintendent to issue similar permits at the request of all other persons seeking to conduct the same or similar activities in the area.
- S. **Facilities and Services.** The primary base of operation from which guided trips under this permit originate must be located on other than National Park Service lands. When conducting guided trips into these Parks, the permittee shall provide the personnel, equipment, goods and commodities necessary therefore and to such extent and in such manner to be considered satisfactory to the Superintendent.
- T. The use of any chemicals for insect or rodent control in and around buildings, weed control, or for other purposes must be approved in advance by the Superintendent. Certain chemicals are prohibited from being used on national park lands.
- U. **Activities requiring additional authorization:**
- a. **Mountaineering:** Technical climbing is allowed, provided that it is incidental to the purpose of the permit and is not the primary activity for which this permit is issued. The Yosemite Decimal System (YDS) class of four (4) is considered mountaineering activity and requires additional authorization.
 - b. **Backcountry (Wilderness) Ski Tours or Ski Mountaineering:** Overnight commercially guided ski trips, also called Backcountry ski tours or Ski Mountaineering require further authorization.
 - c. **Commercial Pack and Saddle:** The *Commercial Pack and Saddle Stock Use Report* is required by the 15th of each month. The timely submission of these reports is a condition of your permit to operate within Sequoia and Kings Canyon National Parks. If the report is late once, the permit will be **suspended**. It can potentially be reinstated at the Superintendent's discretion once the report is submitted. If the report is late for the second time over the next 12 months the permit may be **revoked and not renewed** for the following year. Under terms of this permit, additional administrative fees may be charged by NPS if reports are not received by the due date. Monthly reports are due on the following dates
 - July 15** (Statistics for June and any trips in May)
 - August 15** (Statistics for July)
 - September 15** (Statistics for August)
 - October 15** (Statistics for September)
 - November 15** (Final report covering any trips in October and November)
- **Leaders' Qualifications.** The permittee shall guarantee the competency of the leader(s) for each trip, as to both ability and knowledge of the activity authorized, leadership, minimum impact camping practices, and National Park Service rules and regulations. The lead guide of each group must be with the party in the field, and must carry a copy of this permit and a photo identification card.
 - **Wilderness Permits.** The permittee will be required to obtain wilderness permits for all overnight parties prior to entering national park lands and to otherwise comply with all wilderness regulations including all wilderness



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camping fees. A copy of current regulations will be sent to the permittee when applying for wilderness permits. Current regulations are also sent with the finalized CUA permit. For information, call the Parks' Wilderness Office at (559) 565-3766 or use the informational website: <http://www.Nps.gov/seki/planyourvisit/wilderness.htm>

The Superintendent may, if necessary to protect deteriorating resources, require a reduction in the levels of use at specific areas or during specific periods. The permittee will be advised of these actions.

Current party size limitation as set in the Superintendent's Compendium is 20 stock and 15 people.

- V. **Rates/Promotional Literature.** A schedule of current rates to be charged by the permittee for services furnished or goods sold pursuant to the authorization contained herein shall be filed annually with the Superintendent. A copy of any promotional literature describing the service(s) offered shall be provided to the Superintendent.
- W. **Employment.** The permittee shall not employ or retain in his/her service, or permit to remain upon any of the Parks' premises herein provided for, any person determined by the Superintendent or his authorized representative to be under the influence of either intoxicants or narcotics or otherwise objectionable behavior. The Permittee assumes direct and full responsibility for their employees and conduct while in these Parks. The permittee will be held responsible for any resources damaged or any other illegal act.
- a. Guides shall be responsible for the proper conduct of individuals accompanying their parties while on any Park premises and shall ensure that the rights and privileges of other Park visitors are recognized. Guides must inform all clients about park regulations and minimum impact practices.
 - b. The permittee shall furnish appropriate identification for each employee traveling with a group while in the Parks. The leader of each group shall carry a copy of the valid permit and a photo identification card at all times. The permittees staff is required to provide information requested by wilderness rangers.
 - c. The permittee and/or their employees agree to assist within the area in the rescue and preservation of lives and property in emergencies, such as searching for lost persons, and evacuating sick or injured individuals.
- Y. **Food Storage.** The permittee is required to properly store all food items while in these Parks. For the purpose of the following food storage restrictions, 'food item' shall be defined as food (human and stock), coolers and ice chests (with or without contents), garbage (empty cans and bottles, food wrappers, etc), recyclables, first aid kits, cleaning solutions, drinks (canned or bottled), toiletries (soaps, toothpaste, cosmetics, scented tissues, etc.), insect repellants, tobacco products, and any other related scent items. All such items must be stored or disposed of consistent with these regulations. Dirty non-disposable tableware and cookware must be washed, or else stored as food.
- Developed frontcountry areas not provided with bear-resistant food storage lockers:** All garbage and food items must be stored in one of the following ways:
- a. In residences and lodging: food items must be stored inside and not be visible from the building exterior.
 - b. All other developed areas: food items must be stored inside a vehicle trunk or, if the vehicle has no trunk, must be placed as low in the vehicle as possible, and covered from sight with the vehicle doors and windows closed.
 - c. Hard-sided and hard-topped vehicles: food items may be stored in such vehicles that contain built-in refrigerators, provided it is covered from sight with the vehicle doors and windows closed. Shades must be drawn when the vehicle is not occupied.

Wilderness areas: Portable SEKI approved food storage containers include commercially manufactured individual



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food canisters or panniers, and/or steel drums with locking metal lids.

All scented items (food, toiletries, sweet feed) are to be stored in allowed bear-proof panniers or barrels. This will be enforced as a condition of operations. This means that the “alert-guarding” and “counter-balance hanging” or utilizing NPS food storage lockers for these items is prohibited. See www.sierrawildbear.gov for more information.

Hikers with a valid wilderness permit must either carry SEKI allowed bear-resistant food storage containers or stay at sites with NPS provided food-storage lockers and store all garbage, scent and food items in those boxes. Food Storage restrictions apply to all persons in all areas of these parks. For up to date information go to: <http://www.Nps.gov/seki/planyourvisit/wilderness.htm>

- Z. Sanitation and Solid Waste Removal.** The permittee and his/her employees are responsible for the cleanliness of all campsites that have been used or are being used by groups they accompany. Other groups, serviced by the permittee though not accompanied by permittee personnel, shall be advised of the importance of leaving clean campsites and not littering along park trails. Both permittee parties and employees shall be especially careful of fire and sanitation. All cans, glass and other waste must be removed from the Parks and disposed of at an appropriate location. When in the wilderness, human waste will be buried in a cat hole 6-8 inches deep. Toilet paper must be carried out.

Arrangements for trash disposal resulting from food drops need to be made with the clients.

The permittee will cooperate with the National Park Service in the removal of solid waste from wilderness camps. Government personnel will collect and package trash in containers suitable for storage and notify the permittee of the location and quantity. The permittee will make all reasonable efforts to remove this material when returning with stock trips from the area.

- AA. Drift Fences.** There are fences in some areas of the wilderness that are used to keep stock from entering and damaging protected areas. To help protect these areas please close gates when passing through fences. During the late season, the NPS will take down drift fences to protect them from winter damage. If the fence is down, please leave it as you found it.
- BB. Grazing - Stock Use.** The permittee is not allowed to graze saddle and pack stock upon park lands except when in an official hire status, and then only upon such areas and under such restrictions as may be prescribed by the Superintendent or his authorized representative. Permittee is required to vacate the park between legs of spot or dunnage trips if not in hire status.

The permittee is required to comply with the provisions of the Stock Use and Meadow Management Plan and current grazing and livestock regulations as established by the Superintendent. A copy of the aforementioned Plans and the current regulations are available on request. No crippled, diseased, or sore-back stock will be used, and all stock will be adequately fed, shod, and cared for in a humane manner. All saddles, bridles, halters and other related tack and equipment shall be maintained in a good, serviceable condition at all times when in use. Upon request of the Superintendent or his authorized representative, stock and equipment will be tendered for inspection.

Picketing of animals is prohibited. It is recommended that stock be tied to a line between two trees or rocks (i.e. high-lined) as outlined in the Stock Use and Meadow Management Plan. Holes dug by standing or tied animals must be filled, and all manure from camping and tie-up areas must be scattered 100 feet away from the immediate vicinity of the campsite to accelerate its drying, decomposition, and to minimize the presence of flies and odor.

The park strongly encourages the permittee to utilize “hold and feed” practices as frequently as possible. This practice preserves meadow resources. Only weed free feed should be used within the boundaries of these parks, preferably pellets. Stock housed outside of park boundaries should be fed weed free feeds to prevent the disbursement of seed within the park boundaries. IF California certified weed free feed is not available, Utah or Nevada certified weed free feed will be an acceptable alternative. Copies of feed certifications may be required in the near future.



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In cases where meadow resources receive unacceptable impacts, meadows will be closed to grazing and the “hold and feed” method will be required.

- CC. Use of Government Facilities.** Government owned buildings, corrals, and wilderness Ranger Station pastures cannot be used by the permittee without prior authorization by the sub-district ranger.
- DD. Firearms.** Firearms are subject to California state, and local laws. California laws may be found at <http://ag.ca.gov/firearms/> and in the California Penal Code beginning in section 12000. The shooting or discharge of a firearm is prohibited by Title 36 of the Code of Federal Regulations. Any discharge should be reported.

Pursuant to 512, P.L. 111-24, individuals may possess an assembled or functional firearm in the parks if:

- (1) the individual is not otherwise prohibited by law from possessing the firearm; and
- (2) the possession of the firearm is in compliance with the California law.

Pursuant to 36CFR §2.4(d)(4), permits may be granted to transport weapons, traps or nets through the park in order to gain access to otherwise in-accessible hunting lands contiguous to the park when other means of access are otherwise impractical or impossible. Such weapons, traps and nets will be rendered inoperable, or packed, cased, or stored in such a manner that will prevent their ready use. Weapons include a bow and arrow, crossbow, spear, slingshot, irritant gas device, compressed gas or spring powered pistol or rifle, or other implement designed to discharge missiles.

Weapons will be kept out of sight insofar as is reasonably practical. Permits to carry unloaded weapons through the parks will be issued, separate and in addition to this permit, for the following areas:

- the trail from Mineral King over Farewell Gap
- the trail from Summit Lake to Windy Ridge to Wet Meadows via the Quinn entrance
- the trail from Summit Lake over Sheep Mountain to Twin Lakes
- the trail from the Golden Trout Wilderness to the Soda Creek entrance and exit via the Quinn entrance

These permits may be obtained by contacting Dave Fox at 559-565-3112.

- EE. Operational Concerns.** Operational concerns should be resolved at the field level which would involve the wilderness rangers or the sub-district rangers at Cedar Grove, Grant Grove, Lodgepole, Ash Mountain, Mineral King, or Sierra Crest. These personnel are available for contact on a regular basis during the spring, summer, and fall.
- FF. Site Reservation.** Leaving equipment or supplies at a site in order to hold or reserve a site for future use is strictly prohibited.
- GG. General Provisions.**
- a. Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated; provided, however, that this permit does not constitute a concession contract or permit within the meaning of 16 USC 20 et seq., and, that no preferential right of renewal attaches to this permit.
 - b. Reference in this permit to "Superintendent" shall mean the Service official executing this permit and the term shall include his duly authorized representatives, and reference to "Service" herein shall mean the National Park Service.
 - c. No member of, or delegate to, Congress shall be admitted to any share or part of this permit or to any benefit that may arise haywire, but this restriction shall not be construed to extend to this permit if made with a corporation or company for its general benefit.
- HH. Entrance Fees.**
- a. The permittee will be required to pay the entrance fee when entering Sequoia and Kings Canyon National Parks (SEKI). All passengers, excluding the driver and tour leader, will pay the \$10 per person fee. Exceptions to

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paying the fee would be anyone who is 15 years of age or younger or anyone carrying an Interagency Annual, Interagency Senior, Golden Age, Interagency Access, Golden Access, Sequoia and Kings Canyon Annual or a valid 1-7-Day SEKI pass. These passes will permit the signee(s) and any accompanying individuals as defined on the back of the pass.

- II. Invasive Plants.** Preventing the introduction of invasive non-native plants is the most effective way to protect native ecosystems from their impacts. Before the permittee leaves his/her primary base of operation outside the park, operators must inspect vehicles, equipment, clothing, shoes, and pack stock for dirt, seeds, and plant parts and thoroughly clean and remove all such material.

Please obtain and review the most up-to-date version of the following documents from the Sequoia and Kings Canyon Wilderness office before each trip:

- Current meadow status and conditions known to date
- Wilderness Food Storage information (Container bulletin)
- Special regulations for Wilderness (General Bulletin)
- Velvet Grass Bulletin

For more wilderness information you may contact the Wilderness Office at (559) 565-3766 or visit the website at www.nps.gov/seki/planyourvisit/wilderness.htm