

SAMPLE

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

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

1. _____ «OwnerNames» «BusinessName» «Address» «City», «State» «ZipCode» «Phone» _____ Fax _____	Park Alpha Code: <u>YELL</u> Type of Use: <u>Commercial Services</u> Date Authorization Approved: _____ Reviewed: _____ Expires: _____
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2. The holder is hereby authorized to use the following described land or facilities in the above named area:
Yellowstone National Park

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

3. The authorization begins at 0000 (am/pm) on 04/01/13 (Month/Day/Year).

4. The authorization expires at 2400 (am/pm) on 03/31/15 (Month/Day/Year).

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

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/FONS I EI S OTHER APPROVED PLANS _____

8. APPLICATION FEE: Required X Not Required _____ Amount \$300.00 non-refundable

9. LIABILITY INSURANCE: Required X Not Required _____ Amount \$1,000,000 (See Attached)

10. COST RECOVERY: Required _____ Not Required X Amount 3 % of 2014 Gross Receipts per CUA Plan
ADDITIONAL SERVICE: Required X Amount \$300.00 non-refundable

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.

Authorization:	_____ Signature	_____ Title	_____ Date
Authorizing NPS Official:	_____ Signature	_____ Title	_____ Date

SAMPLE

CONDITIONS OF THIS AUTHORIZATION

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

SAMPLE

10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.

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

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

13. The holder will comply with all applicable public health and sanitation standards and codes.
(see Appendix D)

14. The holder will ensure that all members of the group are properly clothed and equipped for the authorized activity.

15. The holder will report to a park ranger any accident that results in personal injury or property damage as soon as possible after the accident within a maximum of 24 hours.

16. Section 512 of the Credit Card Accountability Responsibility and Disclosure Act of 2009, P.L. 111-24, 123 Stat. 1764-65, allows persons to possess firearms while in units of the National Park and National Wildlife Refuge Systems if they are possessed in compliance with applicable federal and state law.

The following are specific requirements for operating in Yellowstone National Park:

- Concessioner employees may not possess firearms while on duty. The superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request.
- Concessioners are responsible for determining how they will interpret and implement State firearm possession laws in regard to their clients. The Concessioner and/or its legal counsel should consult the applicable state attorney general's office for access to relevant state firearms laws.
- The Concessioner must provide the Service its written policy that articulates how it will implement this law in regards to its operation. The policy should address the two issue points: 1. confirmation that on-duty employees will be prohibited from firearm possession; 2. a plan for management of public firearm possession in regards to concession activities.

APPENDIX SPECIAL PARK CONDITIONS