



COMMERCIAL USE AUTHORIZATION APPLICATION

COMMERCIAL CARRIER TRANSPORTATION



Golden Gate National Recreation Area

Building 201, Fort Mason
San Francisco, CA, 94123

email: goga_business@nps.gov

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. Described in detail the 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 or No If so, please select 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 \$1,500,000 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

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.

Make/Model of Vehicle	Year	Max # Passenger Capacity	Own/Rent/Lease

Make of Aircraft	Tail Number	Max # Passenger Capacity	Own/Rent/Lease

Make/Model of Vessel	Registration # or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent/Lease

11. Additionally Required Documentation:

Parks may require proof of licenses, registrations, and certificates (e.g., first aid/CPR), 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 or 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 or 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 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 goga_business@nps.gov.

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. 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 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. 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 <https://www.nps.gov/subjects/cua/upload/Visitor-Acknowledgment-of-Risk.pdf>.

- 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, service mark 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

Definitions

- **Commercial Carrier:** Any type of motor vehicle used for commercial transportation service to areas administered by GGNRA, including but not limited to sedans, SUVs, minivans, vans, mini-buses, motor coaches, and limousines used for commercial transportation services subject to authorization. The following exceptions apply in which carriers may use roads within GGNRA without a CUA: delivery, vendor, or contractor vehicles; taxis; and MUNI or other providers of public transportation.
 - **Commercial Transportation Service:** Conveyance of visitors via motor vehicle into and/or out of any area administered by GGNRA for a direct or indirect fee and, except for on-board interpretive services, no other services are provided.
 - **Commercial Use Authorization:** A form of written authorization issued by the Superintendent under which persons are allowed to provide certain commercial services to visitors of the GGNRA.
 - **Open-Top Commercial Carrier:** A commercial carrier in which all or part of the vehicle roof has been removed.
- A. Acknowledgement:** In accepting this authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization, must bear a direct relationship to the purpose for which GGNRA was established, i.e. visitor understanding and enjoyment of park areas. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops and, as appropriate, information to accurately explain the natural ecosystems, history and culture of GGNRA to their clientele.
- B. Employee / Agent Responsibility:** The Holder and all participants authorized herein must comply with the conditions of this authorization including all exhibits or amendments or written directions of the GGNRA Superintendent. The Holder shall insure that all employees and/or agents entering GGNRA are informed of all "Special Park Conditions" of this authorization. The Holder may be cited for any violations of the authorization committed by their employee and/or agent while acting under this authorization.

Insurance: The Holder will provide comprehensive general liability insurance in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability will be \$1,500,000 per occurrence. The GGNRA reserves the right to revise the minimum required limits. If claims reduce available insurance below the required per occurrence limits, the Holder shall obtain additional insurance to restore the required limits. The Holder shall provide a Certificate of Insurance as evidence of compliance with this requirement and shall provide to the GGNRA thirty (30) days advance written notice of any material change in the Holder's insurance program hereunder. In addition, the Holder will obtain the following additional coverage at the same limits as required for the Holder's comprehensive general liability insurance unless other limits are specified below:

- 1) Commercial Auto Liability Insurance as specified in Attachment A.
- 2) Worker's Compensation. Statutory Worker's Compensation and employees' liability as required by the State of California.

Refer to "Attachment A" for more information regarding insurance requirements.

- C. 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 1.5. Furthermore, it is understood that possession of this Authorization does not guarantee entry into GGNRA, and that entrance into or parking within GGNRA may be closed or restricted from time to time in response to crowded conditions or natural events. It is also understood that access to GGNRA and certain areas within GGNRA may be restricted in the future to protect resources and assure quality visitor experiences, or due to the implementation of special park projects.

- D. 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 park area described in this authorization.
- E. Safety:** The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other GGNRA visitors, and GGNRA employees.
- F. Acknowledgment of Risk:** The Holder shall not require visitors/customers to sign a Waiver of Liability or Indemnification form. The Holder may instead require a signed Acknowledgment of Risk form from visitors, in which case the NPS standard Acknowledgement of Risk form is strongly preferred to other formats.
- G. Hours of Operation:** NPS hereby authorizes the Holder to operate in GGNRA areas from 8am to sunset only, unless specifically authorized for after-hours entry by a Special Use Permit issued by NPS.
- H. Idling:** The Holder agrees not to idle any of its commercial carriers for more than 30 seconds while within any GGNRA areas. Carrier engines must be turned off when unloading passengers and remain off until all passengers have re-boarded, and the vehicle is ready for departure.
- I. Queuing:** If designated commercial carrier parking spaces are full, then vehicles shall not queue or block other parking spaces.
- J. Noise:** The Holder agrees to refrain from using public address systems or loudspeakers in Open-Top Commercial Carriers while within lands managed and administered by GGNRA.
- K. Parking:** The Holder agrees to park commercial carriers only in designated parking areas and during designated parking times. The Holder further agrees to abide by any short-term restrictions as may be posted at such parking areas. No double parking or overnight parking is permitted.
- L. Vehicle Length and Size Limits:** Commercial carriers exceeding forty-five (45) feet in length or 102 inches in width will not be issued a CUA. Additional size restrictions for specific areas in GGNRA are detailed in the Attachments and may be imposed for any National Park Service roadway when deemed necessary by the GGNRA.
- M. Commercial Carrier Safety Inspections:** The Holder shall adhere with the California PUC's driver and vehicle safety regulations and shall cooperate fully with any inspections of commercial carriers within GGNRA.
- N. Permit Possession:** The Holder shall display the window orange placard provided by GGNRA at all times in the lower driver's side corner of the windshield of all commercial carriers entering GGNRA. Furthermore, the Holder shall provide a copy of the entire "2024-2025 Commercial Use Authorization" on board all commercial carriers entering GGNRA. Furthermore, placards are a tool for easy visuals for our staff, but they are not the official CUA. Failure to keep a copy of the signed CUA permit may result in citation by law enforcement.
- O. Behavior and Employee Conduct:** The Holder shall require its employees and other agents to possess visual recognition in the form of a uniform or badge that identifies them as commercial carrier agents. The Holder shall also require its agents to exercise courtesy and consideration in their relations with the public and with NPS employees, volunteers, or other agents. The Holder will review and correct the conduct of any of its employees or volunteers whose actions or activities are considered by the Service to be inconsistent with the experience, enjoyment, and protection of visitors and stewards of public land. Inappropriate or uncourteous verbal or physical behavior toward NPS employees, volunteers, or visitors, on the part of the Holder or its agents, may result in suspension or termination of this CUA.
- P. Advertising:** Advertising for the authorized activity shall not state or imply endorsement by GGNRA or the National Park Service. Upon request, the CUA Holder will provide GGNRA with copies of advertising brochures and any other materials related to commercial transportation service within GGNRA.
- Q. Reporting / Park Surveys:** CUA Holders are required to track and report financial, visitor use, and other information. The Holder acknowledges that they have reviewed the forms below, will properly track all information sought in these reports, and will complete them in full. Failure to submit completed reports may result in CUA termination or non-renewal. The Holder agrees to complete the following reports and/or surveys on the following schedule:
- a. Due January 31, 2025: Annual Report for Commercial Carriers (OMB form 10-660)
 - b. Monthly Report (OMB form 10-660A) may be request by the park.
 - c. Other surveys that may be conducted by GGNRA designed to assist in Park management actions.
- R. Disclosures:** The Holder agrees to have their company name published on the CUA page of the GGNRA website, within a list of commercial carriers with active CUAs.

- S. Nondiscrimination:** The Holder shall comply with all Federal Equal Opportunity laws.
- T. Holder Contact Information:** The Holder agrees to notify GGNRA of any changes in contact information and point(s) of contact, and to provide the park with up-to-date and regularly monitored phone number(s) and email address(es).
- U. Pets** – Pets are restricted to approved areas only and must be always on a leash. Please refer to <https://www.nps.gov/goga/learn/management/upload/2021-GOGA-Superintendent-s-Compendium.pdf> for more information.

APPENDIX I: SPECIAL CONDITIONS FOR MARIN HEADLANDS

These Special Conditions for the Marin Headlands area of GGNRA is attached to the Commercial Use Authorization and, except as otherwise specified herein, any terms in these Special Conditions are as defined in the CUA. In the event of any apparent conflict between the terms, agreements, covenants, conditions or provisions of the CUA and these Special Conditions, the terms of the CUA, including its amendments, shall prevail. These Special Conditions may be modified from time to time by NPS in its sole discretion.

Vehicle Length Limits: Commercial Carriers over 24 feet in length are subject to restricted access in the Marin Headlands as follows:

- Prohibited from operating on Conzelman Road west of its junction with McCullough Road to Field Road.
- Prohibited from operating on Conzelman Road east of Dillingham commuter lot to intersection of Lime Point parking, Fort Baker.

APPENDIX II: SPECIAL CONDITIONS FOR MUIR WOODS NATIONAL MONUMENT

These Special Conditions for the Muir Woods National Monument are attached to the Commercial Use Authorization and, except as otherwise specified herein, any terms in these Special Conditions are as defined in the CUA. In the event of any apparent conflict between the terms, agreements, covenants, conditions or provisions of the CUA and these Special Conditions, the terms of the CUA, including its amendments, shall prevail. These Special Conditions may be modified from time to time by NPS in its sole discretion.

1. **Parking Reservations:** Reservations are required for parking at Muir Woods. Commercial carriers parked without a reservation, or parked outside of the reserved timeslot, are subject to citation and possible suspension from the CUA program.
 - **Reservation requirements.** For each vehicle trip to Muir Woods, the Holder must purchase a parking reservation, in advance, for the appropriate vehicle size. All commercial carrier CUA holders are required to make a commercial reservation, entering all required commercial carrier identification information through the Muir Woods Visitation Reservation System at www.GoMuirWoods.com.
 - **Reservation limitations.** The Holder is permitted to make no more than six (6) reservations per day, with no more than two (2) reservations overlapping at any given time.
 - **Non-transferability.** The Holder may not transfer or resell reservations.
 - **Cancellations.** The Holder is responsible for staying up to date on reservation cancellation policies and fees listed on www.GoMuirWoods.com. Cancellations are encouraged if the Holder knows the reservation will not be fulfilled.
 - **No shows.** If the Holder does not cancel a reservation and fails to utilize a parking reservation more than three (3) times, the Holder may be temporarily suspended from the CUA program.
2. **Parking Reservation Fee:** Parking reservation fees are based on vehicle size and are paid through www.GoMuirWoods.com.
3. **Designated Parking:** There are no designated parking spaces for commercial carriers; all vehicles are parked according to vehicle size and the corresponding parking reservation. Commercial carriers greater than 17 feet in length, with a medium or large vehicle parking reservation, will be parked in the Main Parking Lot. Commercial carriers 17 feet in length or less, with a standard parking reservation, will be directed to an available space in one of the official Muir Woods parking areas. The Holder acknowledges that the CUA provides no preferential treatment in parking location, and that some standard parking spaces are located up to a half mile from the park entrance arch.
4. **Vehicle Length Limits:** The Holder will comply with any vehicle length restrictions, including changes to such restrictions, during the term of this permit. Highway 1 and Muir Woods Road are regulated by the California Highway Patrol, which prohibits vehicles longer than 30 feet on upper Muir Woods Road or vehicles longer than 35 feet on Highway 1. Therefore, commercial carriers longer than 35 feet are prohibited from entering Muir Woods.
5. **Driving Route Requirements:** In order to ensure safety on narrow roads and comply with County requirements, commercial carriers over 30 feet in length must drive to and from Muir Woods National Monument via Highway 1 and Lower Muir Woods (Frank Valley) Road. Commercial carriers less than 30 feet in length may drive to Muir Woods via upper Muir Woods Road and must exit the monument using Lower Muir Woods Road, via a right turn out of the parking lot toward Muir Beach. In the case of new vehicle length restrictions during the term of this permit, driving route requirements are subject to change.
6. **Offloading and Loading:** Commercial carrier off-loading and loading is only permitted within reserved parking spaces. Drop offs by commercial carriers in the loading / unloading zone are strictly prohibited.
7. **Visitor Entrance Fees Not Included in CUA Permit Fee:** The Holder expressly agrees and understands that the visitor entrance fee to Muir Woods levied by NPS is not included as part of any fees paid by the Holder for this CUA permit. The Holder agrees to pay to NPS and/or direct all customers to pay to NPS the fees due and payable at time of entrance at the Muir Woods Visitor Center. The Holder and/or its agents will provide evidence of visitor headcount at the entrance via a roster or similar company manifest to verify payment of fees for all customers. Attempting to avoid payment of appropriate fees is a violation of federal law and may result in the citation of the Holder and/or its agent or, in the case of repeated violations, the revocation of this authorization.
8. **Site Interpretation Training:** In order to provide an accurate and meaningful experience for visitors, the Holder and all agents entering GGNRA shall read the 2016 Muir Woods National Monument Tour Guide and Commercial Driver's Manual located at: <https://www.nps.gov/muwo/getinvolved/upload/Muir-Woods-Tour-Guide-Manual-2016.doc>.
9. **Site Interpretation:** CUA Holders and agents are welcome and encouraged to provide an orientation to visitors, but Holders and agents may not provide orientation or accompany visitors past the Visitor Center at the main entrance. CUA Holders shall refrain from offering guided hiking tours or other guided services within Muir Woods National Monument. Holders and agents are encouraged to direct visitors to National Park Service Interpretation Rangers if visitors wish to attend interpretive talks and tours in the park.

APPENDIX III: NOTE REGARDING PRESIDIO OF SAN FRANCISCO

In reference to the enclosed map of Presidio Areas A and B, Area A is managed by GGNRA and thus covered under this CUA. Area B of the Presidio of San Francisco is managed by the Presidio Trust, therefore commercial tour vehicle operations in that area are not authorized by this Commercial Use Authorization. The Holder may contact the Presidio Trust Department of Transportation with questions related to specific rules and regulations for Area B.

The following roadways, pullouts and parking lots within Presidio Area A are available to Commercial Carriers under 45 feet:

- Battery East parking lot
- Bowley Street (Baker Beach)
- Fort Point parking lot
- Long Avenue
- Mason Street to McDowell Rd. intersection
- Merchant Road

The following roadways, pullouts and parking lots within Presidio Area A are available only to Commercial Carriers under 35 feet:

- Bowley Street (Baker Beach)
- Battery Chamberlin road
- Langdon Court (Fort Scott Overlook)

The following roadways, pullouts and parking lots within Presidio Area A are available only to Commercial Carriers under 27 feet: Crissy Field East Beach



ATTACHMENT A CUA Insurance Requirements

Commercial General Liability (CGL)

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 \$1,500,000. 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**.

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

CUA holders assigned the use of park property must secure **Property Insurance**.

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

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES
<p>Commercial Carrier (Road-Based Commercial Tours)</p>	<ul style="list-style-type: none"> • Complete and signed application • Commercial Driver's License • Certificate of Insurance (COI) • Proof of payment from pay.gov • List of Vehicles • Outstanding reports from last operating year 	<ol style="list-style-type: none"> 1. Application Fee: \$300, due upon application. 2. Management Fee: \$5 per visitor to Golden Gate National Recreation Area only (excludes Muir Woods visitors), due with Annual Report. <p>(The Superintendent may waive the per person management fee for commercial carriers that transport school groups, non-profit organizations, and government officials. It is mandatory for these commercial carriers to provide sufficient documentation of such transportation).</p>