

ATTACHMENT A
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 in the amount of \$ (As specified in attachment B, Item #24) and underwritten by a United States company naming the United States of America, National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501, 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.
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.

ATTACHMENT B
ALASKA REGION CONDITIONS
Commercial Use Authorization

(These conditions are applicable for all national park units in ALASKA)

This document has been revised. All new information is shown in Italics.

All stipulations and conditions are subject to change.

1. Applicants requesting Mountaineering Guide Service in any Alaska Park Unit must comply with the following unless authorized otherwise in writing by superintendent:

a) An Operating Plan (Mountaineering Guides only) must be submitted for approval with the CUA application.
Refer to the Individual Park Stipulations for any exceptions and/or additional requirements.

b) The Operating Plan should include the following information about each guide working within the Park:

i. Previous Alaska Mountaineering experience or equivalent (Canadian Range, Antarctic expeditions etc.)".

ii. Previous glacier travel experience

iii. Guides must have, at a minimum, the Wilderness First Responder (WFR) training provided by Wilderness Medical Associates. Other courses may be acceptable, but they must meet or exceed the standards outlined in the WRF course by Wilderness Medical Associates.

iv. Guide qualifications / certifications

v. Prescription drugs in drug kit that require the CUA permit holder to have a medical sponsor and protocols

c) Guide to client ratio will not exceed 5-clients to 1-guide to 1-guide on roped glacier travel above firm-line (deemed necessary because glacier conditions affirm possible crevasse falls).

d) Guide to client ratio will not exceed 3-clients to 1-guide on technical climbs (when slope angle exceeds 50 degrees)

e) Solo glacier travel above the firm line is permitted when conditions seem prudent for either skiing or snow-shoeing with clients, provided glacier conditions are evaluated by guides on a case-by-case basis each time before solo travel if undertaken.

f) Incidents involving personal injury to clients or guides must be reported to the NPS within 24 hours following completion of the trip.

g) Any incident involving a fatality or serious injury must be reported to the NPS immediately.

2. Holder shall ensure that each of their employees receive a copy of this authorization and understands the authorization contents, conditions and stipulations. Holder also shall ensure that each of their employees receives training in and reviews a copy of this authorization including all conditions and stipulations.

3. Holder shall provide written certification to the NPS (upon request) that each employee received training in and reviewed a copy of this authorization including all conditions and stipulations.

4. Holder must inform the National Park Service when an employee (those working under this permit) is added or is no longer an employee of the business.

5. Engaging in an activity for which you are NOT specifically permitted is prohibited.

6. Proof of authorization approval must be with the Holder and their employees when operating in the park unit. A copy of the signature page is acceptable and must be presented to any park employee on demand. (Some parks require the Holder and employees to carry the full authorization while operating in the park; please check the individual park-specific provisions.)

7. The Holder shall have none of the rights or privileges of P.L. 105-391 specified for concession contracts. The National Park Service does not grant the Holder a preferential or exclusive right to conduct business in any National Park Service administered areas.

8. This authorization may not be transferred, extended or assigned under any circumstances. This stipulation supersedes item #7 of Attachment A (Conditions of this Authorization).

9. *The CUA holder is encouraged to comply with the guidelines of the US Public Health Service for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting in backcountry operations* (http://www.nps.gov/public_health/inter/info/rms/rm83f.pdf).

10. This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The authorization is for the incidental use of park area resources by operations that provide commercial services originating and terminating outside of the park unit (or within an inholding).

11. **Communication Equipment:** (Does not apply to Lake Clark National Park & Preserve, Katmai National Park & Preserve, Aniakchak National Monument & Preserve, Alagnak Wild River or Guided Backpacking trips on the Chilkoot Trail). The group leader involved in backcountry or wilderness activities (such as mountaineering, glacier travel, hiking, skiing, Snowshoeing, Backpacking, Charter Boat, Kayaking or river travel) must carry some type of electronic communication equipment, including a backup source of power, capable of communicating with the outside world should an emergency arise. Some examples are satellite phones, radio beacons, VHF radios, cell phones (cell phones are not the most reliable source). In addition, some other non-electronic methods may be used to supplement the primary communication equipment such as mirrors or flares for signaling location. Each group participant should be instructed on the use of these devices. It should be noted that carrying this communication equipment should in no way influence the level of risk to be undertaken by any individual or group; all decisions made should assume that self-sufficiency is the expectation for all backcountry/wilderness users.

12. Accidents involving personal injury, substantial aircraft damage, or threatening incidents involving wildlife must be reported to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] For the purposes of this paragraph, "substantial damage" means damage or failure, which adversely affects the structural strength, performance, or flight characteristics of the aircraft or any damage in excess of \$1,000.

13. It is the Holder's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.

14. The Holder shall inform clients of the general park regulations and safety concerns before beginning trip.

15. 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.

16. All powered boats (including non-powered boats with auxiliary power units) used on any water of the state must be registered through the Alaska Department of Motor Vehicles (DMV). This includes all rivers, streams, and lakes regardless of size and all salt water within 3 miles of land.

17. Life jackets of the appropriate size must be available for all passengers, including adults and children engaged in any boating activity.

18. The use of personal watercraft (including airboats) is prohibited for commercial purposes in the National Park Units.

Personal Watercraft refers to a vessel, usually less than 16 feet in length which uses an inboard, internal combustion engine powering a water jet pump as its primary source of propulsion. The vessel is intended to be operated by a person or persons sitting, standing or kneeling on the vessel, rather than within the confines of the hull. Brand names include, but are not limited to, Jet Ski, Sea-Doo, Waterrunner, Wet Jet and Surf Jet. **Airboat** means a vessel that is supported by the buoyancy of its hull and powered by a propeller or fan above the waterline.

19. The use of High Speed Amphibian technology based vehicles (Quadski, Aquada, Humdinga, etc) in the park is prohibited.

20. Watercraft validation stickers for powered boats must be affixed within six inches of the boat number on both sides of the forward half of the boat. Although non-powered boats are not required to be registered, if you do register the boat you must display the sticker on the top or side of the forward half of the boat, so that it is visible when you are operating the boat.

21. **REVOCATION** - The CUA may be revoked at any time at the discretion of the superintendent without compensation to the Holder or liability to the United States.

22. **REPORTS** - Most must be postmarked by November 15 with the exceptions as noted below. Each holder must complete both a Gross Receipt Report and “applicable” Activity Report(s) for all parks for which an authorization is issued. Reports listed below must be completed and mailed or faxed to National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501 with a postmarked date no later than November 15th (unless otherwise noted) . Reports forms may also be downloaded from the NPS website at www.nps.gov/akso/concessions/home.htm. Non-submission of any report may be grounds for suspension, or revocation of the authorization. (This includes other reports that may be required as specified in the park-specific stipulations attached to this CUA.) If you received an authorization for a particular park(s) but did not operate, you are required to report “no activity conducted”.

Gross Receipt Reports (All must complete)	Due Date
Gross Receipt Report (All Holders must complete this report). Note: Those operating in Klondike Gold Rush National Historical Park may submit your Gross Receipt Report directly to the park (KLG0) along with your August & September reporting schedule for the activity summary report.	Nov 15
Activity Summary Reports (General)	Due Date
• Air Taxi Operators Activity Summary Report	Nov 15
• Guiding Activity Summary Report	Nov 15
• Incidental Big Game Transport Service Report ("IT" Incidental Use -- not licensed as Big Game Transporter)	Nov 15
• Licensed Big Game Transporters: All Licensed Big Game Transporters (activity/service code “HT”) must submit a copy of their State of Alaska's Big Game Transporter Activity Report (Form #08-4349) to National Park Service, Concessions Division, 240 West 5th Avenue #114, Anchorage, AK 99501 by February 1 st of each year for the preceding	Feb 1