

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service

YOSEMITE NATIONAL PARK

Park Contact: Ruth Middlecamp

Phone Number: 209-379-1851

RV/Trailer Delivery**COMMERCIAL USE AUTHORIZATION**

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

Permit Number: YOSE-21-**1. Authorized Activity:**RV/Trailer Delivery

Park Alpha-Number

2. Authorization Holder Information:Auth. Date: January 01, 2021

Business Name:

Expiration Date: December 31, 2021

Contact Name:

Name of Area: Yosemite National Park

Address:

Phone and Fax:

3. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization): **Areas within Yosemite National Park open to the general public and designated by the attached permit conditions and attachments.**

4. **Summary of authorized activity:** (see attached sheets for additional information and conditions)

The holder is authorized to deliver travel trailers and motorhomes from outside of Yosemite National Park to be parked in reserved campsites for clients.

☒ **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

5. NEPA/NHPA Compliance:

☒ Categorical Exclusion ☐ EA/FONSI ☐ EIS ☐ Other Approved Plans PEPC NUMBER: 75528

6. Reasonable fee: (Cost recovery required at a minimum)

Application Fee: ☒ Required Amount \$350.00 Received: _____

Administrative Fee:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount	<u>\$</u>
Management Fee:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount	<u>\$</u>
Market Price:	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount	<u>\$ TBD</u>

Other Fee (Facility Use Fee, Gate Access or Other): ☐ Required ☐ Not Required Amount _____

Insurance:

Liability: ☒ Required ☐ Not Required Coverage Amount \$500,000 per occurrence

Auto: ☒ Required ☐ Not Required Coverage Amount \$1 million per occurrence

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

7. SIGNATURES

Authorization Holder:

Signature

Title

Date

Authorizing NPS Official:

Signature

Chief of Business & Revenue Mgmt.

for Superintendent

Title

Date

Yosemite National Park

2021 Commercial Use Authorization

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
6. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
7. **CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
8. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
12. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area

Superintendent.

- 13. Reporting:** The holder is to provide the area Superintendent upon request a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).
- 14. Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
- 15. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
- Exemption:** Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.
- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 209-379-1851 or by going to the park CUA webpage at [Permits & Reservations - Yosemite National Park \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/permits/reservations/yosemite-national-park).
- 17. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 18. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

Special Park Conditions
Yosemite National Park RV/Travel Delivery

19. Definitions:

Permit/Authorization: these terms may be used interchangeably when referring to the Commercial Use Authorization.

CUA: Abbreviation for this permitting instrument, “Commercial Use Authorization”.

Holder: For the purpose of this authorization the word “Holder” shall mean the person and or company whose name is listed on page one of this permit as the Holder, including any employee operating under the CUA. The Holder shall be the responsible party in matters agreed to in this authorization.

RV: For the purpose of this authorization the term “RV” or “Recreational Vehicle” shall include either a motorized vehicle designed primarily for recreational camping, travel, or seasonal use which has its own motive power, or a towed travel trailer. (Example: camper vans and motor homes or camping trailer

Travel Trailer: For the purpose of this authorization the term “Travel Trailer” or “Camping Trailer” shall mean a vehicle designed for human habitation or human occupancy and for being drawn by a motor vehicle. **Campsite:** For the purpose of this authorization the term “campsite” shall mean an authorized reserved camping space within a park reservation campground.

20. Proof of Authorization – The Holder must carry a copy of this entire CUA and be prepared to present it at all park entrances and to any National Park Service (NPS) Ranger upon request.

21. CUA Compliance – The holder and all participants authorized herein must comply with all of the conditions of this Authorization including all exhibits, amendments, or written directions of the park Superintendent. The holder will comply with any special instructions received from the Superintendent, or representative thereof, both written and or verbal, concerning operations within Yosemite National Park.

22. Commercial Liability Coverage

- A. **Vehicle Liability** - The holder shall provide comprehensive vehicle liability insurance against claims occasioned by actions or omissions of the holder in carrying out the activities and operations authorized hereunder. The holder shall provide insurance coverage based upon the largest capacity vehicle it will operate in the park. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein. All motor vehicles owned or rented by the holder must have vehicle insurance coverage of \$1million per occurrence listing the United States of America as additional insured.
- B. **General Liability** – The holder is required to provide general liability coverage in the amount of \$500,000 per occurrence at a minimum. The policy must list the United States of America as additional insured.
- C. **Insurance Certificate** - The holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this authorization and upon renewal of insurance thereafter and shall provide the Superintendent thirty (30) days advance written notice of any material change in the holder’s insurance program hereunder.
- D. **Omission** - The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

23. Use Limits - It is expressly understood that the Superintendent may impose public use limits based upon his 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 Yosemite National Park or access to all areas of the park, and that entrance into the park or designated areas within the park may be closed or restricted from time to time in response to crowded conditions, natural events or other administrative purposes. It is also understood that access to Yosemite National Park and designated areas within the park may be restricted in the future to protect park resources and assure quality visitor experiences, or due to the implementation of special park projects.

24. Authorized Activity – The Holder is authorized to deliver motorhomes or travel trailers for clients to any reserved park campsite. Vehicles may be owned by the client or owned and rented by the holder. The campsite must be reserved in advance of the delivery. The client must purchase their own reservations and confirm the site is designated for the length of vehicle to be delivered. The Holder may not purchase campsite reservation for their clients. Violation of this condition will result in the immediate revocation of this CUA.

25. **Purpose** - In accepting this authorization, the holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the park was established; *for example*, visitor understanding and enjoyment of the park.
26. **Solicitation** - This Authorization does not permit the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
27. **Additional Permits** – It is the responsibility of the holder to obtain any additional permits for activities not covered under this CUA.
28. **Use of NPS Arrowhead Symbol**: The NPS Arrowhead symbol is protected by the trademark laws of the United States as a registered service mark. The permittee is not authorized to use the NPS Arrowhead symbol in any manner unless first approved in writing by the Director of the National Park Service. (Refer to Title 36 CFR, part 11.)
29. **Advertising** - Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Yosemite National Park. Commercial photography or commercial filming, within the park, requires a separate filming permit and must be approved by the Superintendent. Commercial film and commercial photography permits, as identified and required by 36 CFR 5.5, Section 8.6.6 of National Park Service Management Policies, and Director’s Order #53, will not be approved in wilderness areas unless determined to be necessary and proper for providing educational information about wilderness uses, resources or values, or necessary for other wilderness purposes. Commercial still photography activities that include the use of models, sets or props or promote a product or service are prohibited in wilderness. (Contact the Office of Special Park Uses at 209-379-1858 for information.)
30. **Entrance Fees** – The entrance fee is waived for the holder when entering to conduct the authorized business listed on page 1 of this authorization. The holder must exit the park immediately after delivering and setting up the RV. If recreating in the park, the holder must pay the entrance fee. Clients entering the park in their personal vehicles will be charged the applicable “private vehicle” entrance fee rate. Misuse of the CUA in an attempt at avoiding payment of the appropriate entrance fees will result in the revocation of this authorization and the holder will subject to possible criminal prosecution.
31. **Harassment** – Harassment of and/or threats to park visitors or any National Park Service employee by the holder will result in the suspension and/or revocation of this authorization.
32. **Safety** - The holder shall take every reasonable precaution to ensure the safety of its clients and employees as well as other park visitors, and park employees who may be encountered during the authorized activity.
Federal, state, local county, and NPS guidelines regarding public health and safety must be followed.
33. **Employee - Agent Responsibility** (The holder may be cited for any violations committed by their employee(s).
- A.) **Drivers** - Vehicle delivery drivers must be the holder or direct employees of the CUA holder. Drivers must be a minimum of eighteen (18) years old. The holder shall ensure that their driver(s) possess the knowledge, skills and experience necessary to safely tow, drive, park and set up vehicles delivered to park campgrounds.
- B.) **Training** - The holder shall train their employee(s) to ensure that the park’s *geological, biological, historical and archeological* resources are not disturbed. The holder shall insure that all employees are informed of all applicable “Special Park Conditions” of this authorization.
- C.) **Mitigation** - The holder shall be responsible for costs associated with mitigation of damage caused by the holder to resources resulting from violation(s) of park rules and or regulations. The holder is responsible for the employees knowing, understanding and following all park regulations.
- D.) **Protection of Natural Resources & Cultural Artifacts (Historic and Prehistoric)** – The holder will not allow employees to disturb or remove from the park *any natural and/or historic and/or cultural artifacts* including arrowheads, rock mortars, glass bottles/jars or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed. Groups or

individuals may not enter posted sensitive areas, including restoration areas, where negative resource impacts may result.

- E.) **Campsite Clean Up** – The campsite must be left in a clean state with all trash and garbage removed from the site. The bear resistant food storage locker located within the assigned campsite must be cleared of all food and trash.
34. **Visitor Information** – Park information provided to clients, brochures, literature or advertising will ensure that the information that is provided is accurate and reflects the most current information available. (Information may be found on the internet at <http://www.nps.gov/yose/index.htm>.)
35. **Bear Damage Reports** - The holder shall report all bear damage incidents. (Reports may be made at any campground kiosk or by contacting the Yosemite Wildlife Office at (209) 372-0322.
36. **Signs and Banners** - The holder is prohibited from using signs or banners to designate their company when conducting activities in the park. (This does not include the legal display of the company name and or logo on company vehicles as required or allowed by law.)
37. **Caches** - Caches shall not be established or maintained within Yosemite National Park. Property left unattended for more than twenty-four (24) hours will be considered abandoned and may be confiscated.
38. **Condition of RV** – When renting RV vehicles to clients, the travel trailers or motorhomes rented by the holder must be maintained in good condition by the holder. The interior must be clean and meet State Health and Safety Code standards for a commercial rental. The National Park Service reserves the right to inspect rented trailers or motorhomes owned or leased by the holder and delivered to park campgrounds. A list of the trailers or RVs owned and rented by the holder must be submitted to the Commercial Use Authorization office prior to the approval of this authorization. The list must include the make, model, vehicle length, gross vehicle weight, license tag number and rental rate. Notice must be given to the Commercial Use Authorization office prior to the use of any trailer or RV not on the accepted list.
39. **Fire Extinguisher** – Vehicles must be equipped with at least one carbon dioxide (CO₂) type portable fire extinguisher in working condition with a minimum rating of 5-B:C.
40. **Safety Equipment** – For vehicles rented to clients by the holder, smoke detectors, carbon monoxide (CO) detectors, propane detectors and fire extinguishers must be checked and in good working order before each new client takes delivery of the trailer or RV. A log of each inspection must be kept on file and made available upon request by Yosemite National Park.
41. **Vehicle Maximum Length** – Travel trailers may not exceed thirty-five feet in length. RVs may not exceed 40 feet in length. (Availability for the longer vehicles is limited. The Holder must confirm with their client(s) that the campsite reserved through Recreation.gov will allow for the appropriate vehicle length to be parked at the site. The campsite will be forfeited if the trailer or motorhome is too large for the site.
42. **Towing** – The tow vehicle must be a proper match for the travel trailer being towed. The travel trailer must not exceed the gross vehicle weight of the tow vehicle and must meet requirements set forth in the State of California Vehicle Code.
43. **Delivery of Trailer or RV** - Vehicles may only be delivered between the hours of 12 P.M. and 4 P.M. The campground Rangers must be notified of the delivery prior to the trailer being parked at the campsite. The Holder must leave a 24-hour contact phone number with the campground Ranger in case of an emergency.
44. **Parking** – The trailer or RV may only be parked on the campsite parking pad, allowing room for the client vehicle to be parked at the site. The parked trailer or RV must not interfere with the free flow of traffic through the campground. The trailer wheels must be chocked to prevent rolling. The Holder will be responsible for the cost of moving an illegally parked trailer or RV.
45. **Removal of Trailer or RV**: The Holder must remove the trailer or RV from the campground by the 12 P.M. mandatory checkout time on the scheduled date of departure. In the event that the client checks out of the campground prior to the scheduled date of departure, the Holder must remove the travel trailer upon the actual date of the client's departure. The holder is responsible for setting up a method of notification with their client

in the case of an early departure. In the case of a Park emergency, the holder must be available to remove the vehicle from the park within 12 hours of receiving notification. (In some cases, park access may be restricted due to emergency and the holder may not be able to access the park to remove the vehicle. In this situation the

46. **Emergency Contact** - The Holder is responsible for setting up a method of notification with their client and the park campground office in the case of an emergency.
47. **Sale of Miscellaneous Items**: The Holder is prohibited from selling any items within the park boundary.
48. **Complaints** – The Holder shall conduct business in a professional and courteous manner. Any person issued a CUA who is found to have displayed poor customer service or causing complaints relative to his/her conduct may have his/her CUA suspended or revoked.
49. **Drugs & Alcohol** – The Holder may not consume any alcoholic beverage or be under the influence of alcohol (BAC 0.01 or higher) and/or a controlled substance while engaged in the permitted activity. Possession and/or use of a controlled substance and/or evidence of being under the influence of alcohol (BAC 0.01 or higher) or drugs will result in the immediate termination of this CUA.
50. **Monthly Use Report** – The Holder must complete the Monthly Use Report form at the end of each month that the authorized activities occur. The form will be provided by this office and must be faxed, mailed or emailed to the Commercial Use Office by the 15th day of the month following the service
51. **Renewal of CUA** - The holder shall give written notice of his/her intent to apply for an authorization for the 2021 CUA. This notice may be emailed when sending in the annual report form that is available by request from the Yosemite Commercial Use Office. (Reference condition #11.)
52. **Annual Report** – Deliveries occurring from January 1, 2021 through December 31, 2021 must be reported in the 2021 annual report. The holder shall complete and submit the annual report to the Commercial Use Office by December 1 of the current permit period. The report includes a summary of total in-park visitor use and gross revenues for the permit year. Companies providing deliveries to the park through December must turn in their annual report by January 15, 2022. Prior approval for the report extension date is required. The request must be submitted by email to the Commercial Use Office prior to the December 1 deadline. The Annual Report form is available by request from the Yosemite Commercial Use Office. A new CUA for a returning company will not be issued until the previous year's Annual Report has been received.
53. **Annual CUA Fees** – CUA holders must remit required fees each year in order to maintain a valid authorization. Required fees are calculated based on the following schedule:

ANNUALCUA FEES

1. The annual Application Fee as listed on page one of the CUA is due with the application package. The application fee is non-refundable. Payable at Pay.gov.
2. Management Fee – based on percentage of gross receipts – Due by January 31st annually after operating. The Application Fee is credited towards the Management Fee, which is calculated as follows:
 - **Between \$0.00 and \$250,000.00 = 3% of gross receipts, minus the application fee.**
 - **Between \$250,000.01 and \$500,000.00 = 4% of gross receipts** in addition to the prior amounts.
 - **Over \$500,000.01 = 5% of total gross receipts** in addition to the prior amounts.

Gross Receipts – means the total amount of all revenues received from services offered within Yosemite National Park

Use the Annual Financial Report (AFR) form located here

<https://www.nps.gov/yose/getinvolved/dobusinesswithus.htm> to calculate the Management Fee due by January 31st annually after operating.