

UNITED STATES DEPARTMENT OF THE INTERIOR

**MOTORCYCLE
TOUR****National Park Service
YOSEMITE NATIONAL PARK**

Park Contact: Ruth Middlecamp

Phone Number: 209-379-1851

1. Authorized Activity:**COMMERCIAL USE AUTHORIZATION**

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

Commercial Guiding: MOTORCYCLE TOURPermit Number: YOSE-21-

Park Alpha-Number

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

Business Name:

Expiration Date: February 28, 2022

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 conduct **Commercial Guided Road-based Motorcycle Tours.**

☒ **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: 98142
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 \$1 Million per occurrenceAuto: ☒ Required ☐ Not Required Coverage Amount As required by USDOT or CA PUC

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

Commercial Use Office
Tel: 209-347-6412, Fax: 209-379-1853

Commercial Guided Motorcycle Tours)
Revised 12/01/2020

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 [Do Business With Us - Yosemite National Park \(U.S. National Park Service\) \(nps.gov\)](#).
- 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 Motorcycle Tour

National Park Service Regulations: Information on National Park Regulations (Title 36, Code of Federal Regulations, sections 1-7) and the Superintendent's Compendium for Yosemite National Park may be accessed at <http://www.nps.gov/yose/parkmgmt/lawsandpolicies.htm>.

This authorization is only applicable for use of the area(s), the activities and terms designated in this Commercial Use Authorization.

19. Definitions:

Holder: For the purpose of this authorization the word “holder” shall mean a person, company and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. This definition shall include employees and/or agents of the person, company and/or corporation to whom this authorization is issued.

Commercial Motorcycle Tour: For the purpose of this authorization the term “commercial motorcycle tour” or “motorcycle tour group” shall mean any type of commercial road-based tour activity involving the use of motorcycles where a paid guide/leader and or support vehicle travels with the group.

Commercial Tour: For the purpose of this authorization the term “Commercial Tour” (road-base tour) shall consist of one or more persons traveling on an itinerary that has been packaged, priced or sold for leisure or recreational purposes by a private organization or commercial business that realizes financial gain through the provision of the service. (Tours involving guided hiking, backpacking, photography workshops or other types of non-road-based guided activities are required to obtain a separate CUA for those activities.) (See Condition 31.)

Non-commercial (Private) Tour: For the purpose of this authorization the term “non-commercial tour, and/or private tour” shall mean a group that is traveling together that has created its own itinerary and where no fees beyond cost sharing are derived. The tour must be initiated and be planned by a private individual and/or group and must be operated on a not-for-profit basis. The use of commercially rented or leased motorcycles alone does not necessarily constitute a “commercial tour”. (Nonprofit tours involving guided hiking, backpacking, photography workshops or other non-road-base guided activities may be required to obtain a separate Commercial Use Authorization for those activities.) (See Condition 31.)

Support Vehicle For the purpose of this authorization the term “support vehicle” shall mean a vehicle or vehicles, other than a motorcycle, used by the holder to aid the motorcyclist in carrying gear, equipment or disabled motorcycles. If the support vehicle is used to transport passengers, the holder must adhere to all State and Federal passenger transportation regulations and must pay the appropriate entrance fee.

Tour Group: Unless otherwise specified, for the purpose of this authorization the term “tour group” shall mean any group of motorcycle operators and/or their passengers, private or commercial, using any mode of commercial transportation to travel in Yosemite National Park, this includes the support vehicle(s) if being used.

Road-based Tour: For the purpose of this authorization the term “road-based tour” shall mean any tour whose primary itinerary is based on travelling along park roads, making stops at wayside vistas and developed public areas. Guided hiking on wilderness trails is not authorized for this CUA.

20. **Carry Permit:** The holder is required to carry a valid copy of this authorization while conducting the authorized activities within the park. Guides may download the CUA onto their smart phone but must carry a hard copy of the signature page (page 1) to show at the entrance station or to any Park Ranger upon request.
21. **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. (Updated park information may be found on the Yosemite NP website at <http://www.nps.gov/yose/index.htm>.)
22. **Compliance** – The holder shall exercise this privilege subject to the supervision of the Superintendent and shall comply with all applicable regulations of the area. 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.
23. **Suspension of CUA** – Failure to comply with the conditions of this authorization or applicable regulations may result in the temporary suspension or revocation of this CUA. (Refer to condition #2 & #10.)

24. **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.
25. **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.
26. **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.**
27. **Damage and Mitigation** - The holder shall pay the United States Government for any damage(s) resulting from this special use which would not reasonably be inherent in the use which the holder is authorized to make, as described in this Authorization. The holder shall be responsible for costs associated with mitigation of damage caused by the holder or their clients to resources resulting from violation(s) of park rules and or regulations. The holder is responsible for the employee/guide and clients knowing, understanding and following all park regulations, and for their awareness and practice of Leave No Trace principles.
28. **Commercial Liability** –
- 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 leased motorcycles must have vehicle (motorcycle) insurance coverage. Commercial support vehicle(s) must have commercial vehicle coverage of \$1million 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. 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. 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.
29. **Addition of Clients** - Additional customers may not be added to the tour while the holder is in the park. All bookings and financial transactions must take place outside of the park.
30. **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.
31. **Additional Permits** – It is the responsibility of the holder to obtain any additional permits for activities not covered under this CUA. **(Note) Guided commercial bicycle tours and guided commercial and/or organized climbing or climbing lessons are not activities permitted by Yosemite National Park.** (Groups wishing to offer guided climbing activities for their clients should contact the park concession service's Mountaineering School at 209-372-8344 or 8435. For information regarding additional permits or permitted tour activities contact (209) 379-1851.)

- 32. 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.)
- 33. 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.)
- 34. Entrance Fees** - The holder agrees to pay the applicable entrance fees rate in effect at the time of arrival at the park entrance station or designated fee collection site. (The park entrance fee allows for a seven (7) consecutive day visit. Company guides will not be charged the entrance fee when entering for purposes of conducting the activity authorized under this CUA. Clients entering the park in their personal vehicles will be charged the applicable "private vehicle" entrance fee rate. Clients travelling in a holder operated vehicle will be charged the individual fee applicable at the time of entry.
- A. Clients who own an Interagency Annual Pass may use the pass to cover their individual fee or their vehicle entrance fee. Interagency Annual Passes may not be used by commercial companies for entry into Yosemite. Passes are not transferrable and may only be used by the person whose name appears on the back of the pass. Riders must be prepared to show identification as proof of ownership. Further information about the America the Beautiful pass program can be found at <http://www.nps.gov/findapark/passes.htm>.
 - B. Attempting to avoid payment of appropriate fees is a violation of federal law. Any attempt at avoiding payment of the appropriate entrance fees or illegal use of Interagency passes or Yosemite Park Passes will result in the revocation of this authorization and the holder will subject to possible criminal prosecution.
- 35. Group Sizes Limit** – Group size is limited to a **maximum of forty (40)** people per group, this includes motorcyclist, passengers, guides and support vehicle team.
- 36. Park Information**: The holder will ensure that information provided through tour leaders, brochures, literature, or advertising to park visitors is accurate and reflects the most current information available to depict park flora, fauna, geology, culture, and history. (*Some information may be found on the park web-site at www.nps.gov/yose. For Road and weather information inside of Yosemite call (209) 372-0200, options 1 & 1.*)
- 37. Client Information**: Upon request, the holder must provide names, addresses, and phone numbers of tour clientele or any other reasonable statistical information regarding authorized, permitted activities conducted within Yosemite National Park.
- 38. Employee - Agent Responsibility**
- A.) Guides must be the direct employees of the CUA holder. Guides must be a minimum of eighteen (18) years old. The holder shall ensure that their guides possess the knowledge, skills and experience necessary to safely lead groups on park roads. The guides must have experience in the areas in which they guide. Guides must understand the hazards involved in the activity they guide and be properly trained and prepared for conditions and situations, which may be encountered.
 - B.) The holder shall train their employees and educate their clients to ensure that the park's *geological, biological, historical and archeological* resources are not disturbed. (Training regarding Leave No Trace Principles is recommended.) The holder is responsible for informing their employees and clients of park regulations. The holder shall insure that all employees and clients entering the park are informed of all applicable conditions of this Authorization.

39. Regarding Supervision/Compliance: Common regulations include but are not limited to the following.

- A.) **Protection of Natural Resources & Cultural Artifacts (Historic and Prehistoric)** – The holder will not allow employees or clients 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.
- B.) **Leave No Trace** – The holder should educate their clients regarding Leave No Trace Principles as they apply to the authorized activity. (Information regarding LNT principles may be found at the following link <https://lnt.org/learn/7-principles>.)
- C.) **Food Storage** - Food must be stored properly in all locations of the park. Food may not be left unattended during the day if not stored in an approved method. You may store food *inside* your support vehicle (out of sight, with windows completely closed) only during daylight hours. You may not leave food in an open bed of a pickup truck or strapped to the outside of a vehicle at any time. Do not store food in your vehicle after dark: use a [food locker](#). Remember to clear your vehicle of food wrappers, personal hygiene articles, etc. Even canned food and drinks must be removed from your vehicle (Information regarding food storage may be found at <http://www.nps.gov/yose/planyourvisit/bears.htm>.)
- D.) **Sanitation** – In non-developed areas, human waste must be disposed of at least one hundred (100) feet from any water source (including seasonal dry creek beds, etc.), high water mark of any body of water, campsite, or trail and must be buried at least six (6) inches deep in the soil. Toilet paper and hygiene products must be carried out.
- E.) **Removal of Trash and Refuse** - All articles that are transported to an activity site by the holder must be transported out. This includes all refuse and trash. All refuse and trash must be disposed of in a proper bear resistant receptacle.
- F.) **Motorized/ Equipment** - Wilderness Area regulations prohibit the use of motorized equipment in designated wilderness. The use of wheeled carts or equipment in wilderness is prohibited.
- G.) **Feeding-Disturbing Wildlife** - Park regulations prohibit the feeding or disturbing of any wildlife in Yosemite National Park.
- H.) **Bear Damage Reports** - The holder shall report all bear contacts and/or bear damage incidents. (Reports may be made at any Wilderness Permit Station or by contacting the Yosemite Wildlife Office at (209) 372-0322. Forms are available from the Commercial Use Office.)
- I.) **Controlling Clients** - The holder shall ensure that clientele and vehicles do not obstruct vehicular or pedestrian traffic on roads, trailheads or along trails. The holder will be responsible for controlling clients at those places where the tour travels in the park. This will include keeping clients from walking in posted sensitive areas, including restoration areas, where negative resource impacts may result. The holder shall share the roads and wayside turnouts with other groups ranging from private individuals to other commercial users. The holder is expected to exercise courtesy and sound judgment to avoid and alleviate risks when encountering other groups and vehicles.
- J.) **Smoking** – The holder will not allow clients who smoke to discard their cigarettes on the ground. Cigarettes must be snuffed out completely and the filters disposed of properly. Smoking while travelling on trails is prohibited. Persons who wish to smoke must stop and remain in one location until they have extinguished their smoking material. (The Superintendent may restrict smoking in designated areas when extreme fire danger is determined to be a threat.)
- K.) **Fireworks** – Possession and/or use of fireworks is prohibited in the park.
- L.) **Audio Disturbances** – The holder will not allow the use of external speaker audio devices, such as AM/FM radios and/or CD/MP3 player while driving motorcycles through the park or where the group stops in the park. Devices used with personal headphones/earplugs or inside a closed vehicle are allowed.

40. **Proof of Operating Authority:** If transporting clients in the support vehicle for other than emergency purposes, the holder shall provide the Superintendent with proof of current operating authority from the California Public Utilities Commission (PUC), for companies providing **intrastate** trips within California, and/or from the Department of Transportation (DOT) for all companies providing **interstate** trips. It is the responsibility of the holder to update this office regarding any changes, updates or additions to their carrier authority. Failure to do so may result in the suspension of this authorization until the updated information is received in this office.
41. **Motorcycle Operator Licensing and Operation** – The holder will assure that all clients and guides operating motorcycles on park roads hold valid motorcycle operator licenses recognized by the State of California.
42. **Motorcycle Operation** – The holder will assure that all motorcycles operating on park roads meet all California Vehicle Code requirements including noise limits and vehicle modifications. Motorcycle operators and passengers must wear DOT approved helmets when operating or riding a motorcycle on park roads.
43. **Rules of the Road** - All vehicles will comply with posted traffic and parking regulations. (An exception is made for parking in the Mariposa Grove parking lot.)
44. **Vehicle Use** – Motorcycles may travel on any roadway open to the general public for vehicle use. Off-road travel is prohibited.
45. **Parking** – California vehicle code applies; in addition:
- A. **(Developed areas)** Motorcycles and/or support vehicles may not be parked in residential areas.
 - B. **(Parking Lots)** Motorcycles must park one vehicle to a parking space, with the exception of parking at the Mariposa Grove parking lot (see #F below).
 - C. **(Double parking)** is prohibited.
 - D. **(Yosemite Village)** – There is no designated motorcycle group parking available in the Yosemite Village (Camp 6) parking lot, located near the Yosemite Village Store. The Yosemite Village Store parking lot may not be used to park group motorcycles. When the shuttle bus system is operating clients should use the free shuttle bus to travel to locations in and around Yosemite Village, Yosemite Valley Lodge, Half Dome Village and The Majestic Yosemite Hotel.
 - E. **(Wayside Vistas)** The holder shall ensure that motorcycles do not obstruct vehicular or pedestrian traffic at wayside vista stops.
 - F. **EXCEPTION: (Mariposa Grove of Big Trees & Glacier Point)** - When open, parking spaces at the Mariposa Grove South Entrance parking lot and Glacier Point parking lot is limited; therefore; the holder may park up to two (2) motorcycles per parking space, if safe to do so. Parking may not interfere with access to adjoining parking spaces or vehicles. The parking lot may be closed intermittently when parking is unavailable.
 - G. **(Horsetail Fall Event):** Due to the popularity of the Horsetail Fall sunset event, special event parking lanes may be designated along the roadway near the viewing area and area closures may be implemented. The holder is required to obey all traffic control notices, parking signs and area closures. Any vehicle that is parked illegally will be subject to being cited or towed at the operators' expense. For protection of the resources in and around the viewing areas, group size for this event is limited to a maximum of 8 people including the guide when walking off paved areas or established trails. Leave No Trace principles must be adhered to.
46. **Sweep Vehicle** – The holder shall employ a sweep vehicle, using either a motorcycle or support vehicle, to provide support to motorcyclist who may require assistance.
47. **Group Communication** - Cell phone coverage can be limited in various areas of the park; therefore, the holder should set up a backup method for clients to contact the guide or sweep vehicle should they become separated from the group or need assistance.

48. **Vehicle Exhaust:** All vehicles will be properly maintained to ensure that the exhaust produced is not beyond what is allowed by law. Excessive exhaust from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding emissions.
49. **Vehicle Engine Noise:** All vehicles will be properly maintained to ensure that the engine noise produced is not greater than 80 decibels, as allowed by the State of California for motorcycles manufactured after 1980. Excessive engine noise from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding noise limits.
50. **Restroom Facilities:** Under no circumstances will the holder allow clients to dispose of human body waste outside of restroom facilities provided for that purpose.
51. **Glacier Point Road Restriction** – Vehicles over thirty (30) feet in length and/or vehicles pulling trailers are prohibited beyond the Sentinel Dome parking area, located along the Glacier Point Road. Trailers may not be left at Sentinel Dome or along the Glacier Point Road. Trailers may be dropped off and parked at the Badger Pass parking area in the first lot on the left, except during holiday weekends. During holiday weekends trailer must be parked in the north side parking lot at the Glacier Pt Rd/Hwy 41 Junction. (Contact the Commercial Use Office for additional information.)
52. **Hetch Hetchy Road Restriction** – Vehicles or the combination of a vehicle and trailer exceeding twenty-five (25) feet and/or ninety-six (96) inches in width (including side mirrors) are prohibited on the Hetch Hetchy Road unless the holder has first received permission from the area Sub district Ranger, and the holder has a commercial use authorization and an authorized pilot vehicle.
53. **Mariposa Grove Restriction:** Visitors to the Grove must park in the new South Entrance Parking Lot and ride the free shuttle bus to the Grove. The holder may park up to 2 motorcycle per parking space.
54. **Equipment Inspection** - Holder shall ensure equipment used in the authorized activity, including vehicles, shall be inspected to ensure that it is mechanically sound and in safe operating condition before each trip. Inspection documents, recording when equipment was placed into service, when equipment was inspected and/or repaired and who inspected it, will be maintained by the holder and will be made available for park inspection upon request.
55. **Report of Injury or Damage** - The holder is required to make a report of ANY serious personal injury (an injury requiring professional medical attention) and/or property damage incident occurring within the park involving holder vehicles, clientele, and/or employees. The report must be made at the first available opportunity before leaving the park. A report will consist of a verbal or written description of the incident given to a Park Ranger, at the nearest ranger station, entrance station or a park Desk Officer. *(If a Park Ranger is unavailable, a report may be made by calling the park Desk Officer at (209) 372-0608 or the Yosemite Emergency Communication Center at 209-379-1992. Dial 9-1-1 to report life-threatening injury or incidents.)* The holder must cooperate with any investigation of the incident by the National Park Service. **A written report must be mailed or emailed to the Commercial Use Office within 7 business days after the incident.**
56. **Search and Rescue Cost Recovery** - The holder shall assume all costs incurred by the National Park Service associated with rescues, evacuations and/or searches for persons participating in trips guided by the holder and resulting from the holder's negligence.
57. **Permit Renewal** - The holder shall give written notice of his/her intent to renew the Authorization for the next calendar year. This notice may be sent by email and must be received in this office by **December 1st of the current permit year.**
58. **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 online at <http://www.nps.gov/yose/parkmgmt/businesswithpark.htm>. (Reference condition #11.)

59. **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 online at <http://www.nps.gov/yose/parkmgmt/businesswithpark.htm>. A new CUA for a returning company will not be issued until the previous year's Annual Report has been received.

46. **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:

ANNUAL CUA FEES
<ol style="list-style-type: none">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:<ul style="list-style-type: none">• 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. <p>Gross Receipts – means the total amount of all revenues received from services offered within Yosemite National Park</p> <p>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.</p>