

Form 10-114 (CUA) UNITED STATES DEPARTMENT OF THE INTERIOR
 Rev. 1/2004 National Park Service
 GRAND CANYON NATIONAL PARK
 COMMERCIAL USE AUTHORIZATION

| | | |
|-------------------------|---|--|
| 1. Permittee | | Park Alpha Code: <u>GRCA</u> |
| Name | <u>Darryl Gariglio</u> | Type of Use: <u>Commercial Transportation</u> |
| Organization | <u>Grand-Adventures.com, Inc.</u> | Authorization # <u>CUA GRCA 5600-5020</u> |
| Address | <u>5364 Harvest Breeze, Las Vegas, NV 89118</u> | Date Authorization Approved: <u>12/5/2011</u> |
| Telephone Number | <u>(702) 989-5081</u> | Reviewed: <u>11/17/2011</u> |
| Fax Number | <u>(702) 974-0443</u> | Expires: <u>12/31/2013</u> |
| | | US DOT # <u>1711009</u> |

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

3. The authorization begins at 12:01 (A.M.) on December 5, 2011 (Month/Day/Year).

4. The authorization expires at 11:59 (P.M.) on December 31, 2013 (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)
Providing non-scheduled commercial motor vehicle transportation to and from Grand Canyon National Park.

XX **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 permittee to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

 In-Park: The commercial service described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966), South Rim Transportation Plan, North Rim Development Plan

7. NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI EIS OTHER APPROVED PLANS

8. APPLICATION FEE: Received Not Required X Amount

9. LIABILITY INSURANCE: Required X Not Required Amount

10. COST RECOVERY: Required X Not Required Amount \$350.00 (Fee Waived)

11. FACILITY USE FEE: Required Not Required X Amount

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

12. Signatures

Authorization: Darryl F. Gariglio CEO 11-29-11
 Signature Print Name and Title Date
 Authorizing NPS Official: [Signature] Superintendent Grand Canyon National Park 12/5/11
 Signature (for) Date

CONDITIONS OF THIS AUTHORIZATION

Failure to comply with any of the following conditions or special park conditions could result in warnings, citations or revocation of your Commercial Use Authorization.

1. The permittee 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)(ii)]. The permittee will comply with any special instructions received from the Superintendent, and/or representative thereof, concerning activities within Grand Canyon National Park.

2. The permittee shall exercise this privilege subject to the supervision of the park area superintendent. The permittee shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The permittee 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 (permittee), 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 (permittee) in connection herewith, and the (permittee) 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. The permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$(See page 4, Condition 7 of this authorization) and underwritten by a United States company naming the United States of America (United States Government, National Park Service, Grand Canyon National Park, PO Box 129, Grand Canyon, Arizona 86023) as additional insured. The permittee 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 permittee. 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 permittee 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 there from: 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.

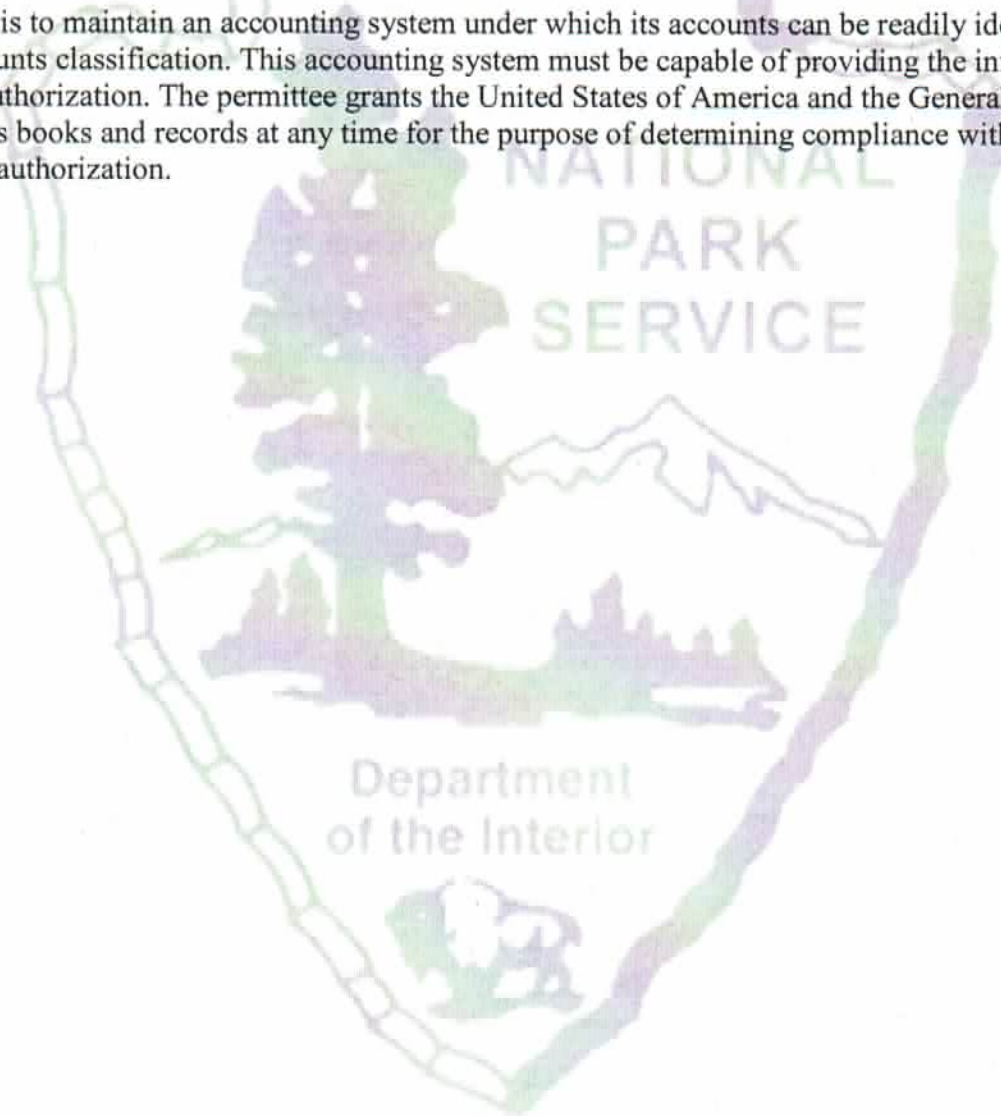
8. This authorization may be terminated upon breach of any of the terms and conditions herein or at the discretion of the park area superintendent.

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

11. The permittee 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 permittee's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. The permittee 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 permittee 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.



**APPENDIX
SPECIAL PARK CONDITIONS**

**GRAND CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION CONDITIONS
COMMERCIAL TRANSPORTATION/TOUR**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS PERMIT. All pages of this permit must be carried and available for inspection by the permittee or its employees at all times while operating within Grand Canyon National Park. Failure to carry all pages is a violation of terms and conditions of this permit.

1. **Permits/Licenses** – The permittee must obtain all permits or licenses of Arizona State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all applicable federal, state, and local laws and regulations. Vehicle, operator, license, and permit compliance inspections may occur at any time by National Park Service or Law Enforcement personnel.
2. **Business Operations** - This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Permit is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Damages** – The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
4. **Health and Sanitation** – The permittee will comply with applicable public health and sanitation standards and codes. The permittee or its employee's are not authorized to use the park's dump stations. The permittee is responsible for the removal of all trash associated with the permittee's visit to the park and is prohibited from depositing commercial waste into park trash containers. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 928-638-7355. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
5. **Nonexclusive Authorization** – The permittee will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the permittee a preferential or exclusive right to conduct business in any NPS administered area.
6. **Equal Employment Opportunity/Nondiscrimination** - The permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor (Exhibit A).
7. **Insurance** – The permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of this permit. The Superintendent shall 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.

The permittee shall provide the Superintendent a Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the permittee's insurance program hereunder.

General Liability – The permittee shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).

Automobile Liability – The permittee shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits specified by the State of Arizona and shall carry proof of vehicle registration and automotive liability insurance at all times while operating within Grand Canyon National Park. Currently, minimum

statutory commercial automobile liability insurance limits are as follows.

| Vehicle Capacity | Minimum Limits |
|---|----------------|
| Vehicles with seating capacity of 16 or more persons | \$ 5 million |
| Vehicles with seating capacity of 7 – 15 persons, inclusive | \$750,000 |
| Vehicles with seating capacity of 6 or fewer persons | \$300,000 |

8. **Liability Insurance Lapse or Cancellation** – Upon notification that the permittee’s automotive or general liability insurance has lapsed or cancelled for any reason, the permit to operate in the park shall be suspended until new insurance is in place.
9. **Commercial Transportation Responsibilities** – All commercial transportation operations are responsible for obtaining applicable permits and authorizations. In the event of a violation or infraction, responsibility and liability will generally be placed on the transportation operator or permit holder, including citations, warnings, and fines, but the park service retains the right to cite, warn or fine the tour operator or permit holder as needed.
10. **Payment** – Payment of entrance fees will be the responsibility of the transportation operator. In cases where the transportation operator and tour operator are separate entities, responsibility and liability for payment will fall on the transportation operator. This includes payment by check and credit card and enrollment in the Pre-Authorized Debit program.
11. **Employee Firearm Possession** – Permittee’s employees may not possess firearms while on duty. The superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the permittee with a thorough explanation of the basis of the request. The superintendent’s response to the permittee must be in writing.
12. **Area Use** – This permit is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein.
13. **Camping** will be allowed for approved in the backcountry for Backpacking Commercial Use Authorization holders, who have a valid backcountry permit for the trip dates. Front country camping at the Grand Canyon National Park Campground is permitted by commercial groups in designated Group Sites only. Advance reservations required: <http://www.reserveamerica.com/> or 1-877-444-6777.
14. **Approved Locations for Commercial Transportation/Tours**

VEHICLES UNDER 22 FEET IN LENGTH: ALL LOCATIONS IN THE PARK IN WHICH THE GENERAL PUBLIC IS PERMITTED TO PARK ARE AUTHORIZED FOR USE WITH THE EXCEPTIONS OF HERMIT’S REST ROAD, NORTH RIM LODGE ACCESS ROAD AND ALL RESIDENTIAL OR SCHOOL AREAS.

VEHICLES 22 FEET OR MORE IN LENGTH: ALL LOCATIONS IN THE PARK NOT SPECIFICALLY IDENTIFIED HEREIN AS AUTHORIZED FOR USE ARE, BY THEIR OMISSION, UNAUTHORIZED FOR USE PURSUANT TO THIS PERMIT.

The permittee is authorized to use the following described lands or facilities within Grand Canyon National Park.

Vehicle Access to Park

The permittee may access the **Village Area** via South Entrance Road, Village Loop Road, Center Road, Market Plaza Road, and Zuni Way. The permittee may access **Desert View** by Highway 64 (Desert View Drive) and the **North**

Rim via Highway 67.

COMMERCIAL LOADING/UNLOADING AREAS:

ALL COMMERCIAL OPERATORS MUST TURN OFF VEHICLE ENGINES AT ALL TIMES WHEN NOT ACTIVELY LOADING OR UNLOADING PASSENGERS. Drivers must remain with their vehicles at all times when stopping in area designated as loading/unloading only. All vehicles must proceed to an authorized parking area once unloading has been completed. The following areas are approved for loading/unloading of passengers and/or luggage only:

VILLAGE AREA

| | |
|--|---|
| Bright Angel Lodge | Vehicles may load/unload on both sides of the commercial vehicle lane adjacent to the lodge sidewalk. Loading/unloading or waiting for passengers in this lane is limited to 15 minutes maximum. Parking in this area is now prohibited. Drivers must move vehicles forward (west) as vehicles leave so additional vehicles can enter the lane behind them. No vehicle may be unattended at any time in this area. Obstructing traffic on Village Loop Drive is strictly prohibited. Loading/unloading passengers directly in front of the lodge is limited to passenger vans and automobiles only. |
| Maswik Lodge | West side of building where the bus loading/unloading signs are posted. |
| Yavapai Lodge | Loading/unloading is restricted to commercial vehicle parking spaces located in the front/eastside of the building. Stopping on the Market Plaza side of the building is prohibited. |
| El Tovar Hotel | Loading and unloading restricted to vehicles less than 22 feet in length. Vehicles loading/unloading may not obstruct traffic around the circle. No vehicles may be unattended in this area at any time. |
| Kachina Lodge | Loading/unloading of vehicles in this area is authorized <u>for overnight guests only</u> . It is restricted to the curbside immediately east of the Thunderbird Lodge (See lodge staff for assistance first) |
| Thunderbird Lodge | Loading/unloading of vehicles in this area is authorized <u>for overnight guests only</u> . It is restricted to the curbside immediately east of the Thunderbird Lodge (See lodge staff for assistance first) |
| Lot A (Park Headquarters) | Vehicles may stop in front of park headquarters to load or unload passengers, but after doing so must leave the parking lot immediately. |
| Grand Canyon Visitor Center (Canyon View Information Plaza) | Vehicles may load or unload passengers in the designated zone, but after doing so must proceed to the parking area immediately. <u>Accessing the GCVC via the Yavapai Lodge Road (formerly Canyon View Bypass Road) from South Entrance Road to Yavapai Lodges is prohibited.</u> |

DESERT VIEW DRIVE

| | |
|--------------------|--|
| Desert View | Vehicles may utilize the shuttle bus stop to load or unload passengers. Vehicles must proceed to an authorized parking area once unloading has been completed. |
|--------------------|--|

NORTH RIM

| | |
|--------------------------------------|--|
| North Rim Lodge Historic Loop | Vehicles may only load and unload passengers and/or luggage between 6:00 a.m. and 9:00 p.m. daily. Loading/unloading will only occur in front of the North Rim Visitor Center or in the Upper Parking Lot. |
|--------------------------------------|--|

COMMERCIAL PARKING AREAS:

The following areas are approved commercial vehicle parking areas. Vehicles may park in any of the designated areas as long as the requirements noted below are met.

VILLAGE AREA

| | |
|--|---|
| Bright Angel Lodge | <u>Due to traffic obstructions from vehicles backing up onto the Village Loop Road, stopping/parking of commercial vehicles in the commercial vehicle lane, in front of the lodge, or in the parking lot is now prohibited.</u> |
| Yavapai Lodge | Additional commercial vehicle parking spaces for overnight guests are available near the Yavapai East and Yavapai West buildings by special parking permit only. All requirements outlined on the permit must be followed and the permit must be visible in the vehicle at all times. See lodge staff for details. |
| Maswik Lodge | Three (3) designated bus parking spots which are limited to vehicles over 22 feet in length and located on the eastern side of the building near the railroad tracks directly across from the backcountry office. Additional commercial vehicle parking spaces for overnight guests are available near the lodge buildings by special parking permit only. All requirements outlined on the permit must be followed and the permit must be visible in the vehicle at all times. See lodge staff for details. |
| Backcountry Office (Lot D) | Designated oversized vehicle parking area located in the southwest side of the backcountry office. The 14 parking spots in the middle of the lot are limited to vehicles over 22 feet in length. The parking spots on the outer edges of the parking lot are limited to vehicles under 22 feet in length. Vehicles may not take up more than two spaces and must be parked between the striped lines. Commercial vehicles are prohibited on the northwest side of the building. |
| Market Plaza | Due to traffic congestion, vehicles over 22 feet in length are discouraged from entering the Market Plaza Parking Lot. Vehicles may not take up more than two spaces within the parking lot and must be parked in between the white striped lines. Vehicles may not stop in the traffic lane that leads to the shuttle bus stop and Yavapai Lodge to load and unload passengers. Vehicles may not stop in the traffic lane in front of the general store, post office, or bank to load and unload passengers. |
| Yavapai Observation Station | Entry/Parking is restricted to vehicles less than 22 feet in length. |
| Lot C (Magistrate Court) | Entry/Parking is restricted to vehicles less than 22 feet in length. |
| Village by-pass road | Commercial vehicles may park along the Village By-Pass road near the APS power station provided they are not obstructing traffic or in an area where signs indicate parking is prohibited. |
| Grand Canyon Visitor Center (Canyon View Information Plaza) | All commercial vehicles may use the commercial parking lot at Grand Canyon Visitor Center. <u>Use of the Yavapai Lodge Road (formerly Canyon View Bypass Road) from South Entrance Road to Yavapai Lodges is prohibited.</u> Vehicles less than 22 feet in length should park to allow two vehicles per space. |

DESERT VIEW DRIVE

| | |
|-------------------------------|---|
| S. Kaibab Trailhead | Commercial vehicles under 22 feet may park at the trailhead provided that they possess a valid Backpacking or Day Hiking CUA and are accessing the S. Kaibab Trailhead for an organized hike. |
| Desert View/Watchtower | Vehicles may only park in the authorized commercial/oversized vehicle parking area only. Park within lines. |

NORTH RIM

| | |
|------------------------------------|--|
| North Rim Lodge Access Road | Vehicles may only park after the "Do Not Enter" signs in front of the North Rim Visitor Center. A maximum of three buses can park in this area at one time. Commercial vehicles less than 22 ft in length must park in the Lodge parking lot. |
| North Rim Upper Lot | Vehicles entering the park after 9:00 p.m. and before 7:00 a.m. must park in the upper lot. Vehicles that cannot find parking in front of the visitor center must park in the upper lot. |
| North Kaibab Trailhead | Parking is restricted to vehicles less than 22 feet in length. Coach buses are not allowed to stop or park in this area. |
| Widforss Trailhead | Parking is restricted to vehicles less than 22 feet in length. Coach buses are not allowed to stop or park in this area. |

ALLOWABLE STOPS:

DESERT VIEW DRIVE

| | |
|----------------------------|--|
| Tusayan Ruin/Museum | Allowable stop only for commercial vehicles less than 22 ft in length. Guided tours inside the museum by commercial tour operators are prohibited. Guided tours outside in the ruin area by commercial tour operators are allowed as long as no NPS guided tour is taking place or is scheduled to begin within 15 minutes of the commercial company's arrival to the ruin area. |
| Grandview Point | Commercial Vehicles may access the upper parking lot only. |

NORTH RIM

| | |
|-------------------------------|---|
| Point Imperial | A maximum of three coach buses may park in this area at one time Road access to this point is narrow and winding with blind curves. It is HIGHLY RECOMMENDED that vehicles longer than 30 feet NOT travel this road. |
| Cape Royal | A maximum of three coach buses may park in this area at one time Road access to this point is narrow and winding with blind curves. It is HIGHLY RECOMMENDED that vehicles longer than 30 feet NOT travel this road. |
| North Kaibab Trailhead | Allowable stop only for commercial vehicles less than 22 ft in length. Coach buses are not allowed to stop or park in this area. |
| Widforss Trailhead | Allowable stop only for commercial vehicles less than 22 ft in length. Coach buses are not allowed to stop or park in this area. |

THE FOLLOWING AREAS ARE NOT AUTHORIZED FOR USE, PARKING, LOADING, UNLOADING, OR STOPPING AT ANY TIME OF THE YEAR FOR VEHICLES LESS THAN 22 FEET IN LENGTH.

- Hermit's Rest Road
- Any of the picnic areas along Desert View Drive on the South Rim and along Hwy 67 on the North Rim.
- Any National Park Service shuttle bus stop

THE FOLLOWING AREAS ARE NOT AUTHORIZED FOR USE, PARKING, LOADING, UNLOADING, OR STOPPING AT ANY TIME OF THE YEAR FOR VEHICLES OVER 22 FEET IN LENGTH.

- Hermit's Rest
- Bright Angel Trailhead
- Any of the **overlooks** or **viewpoints** along **Desert View Road**, except where noted under loading/unloading, parking, or allowable stops.
- Any of the **overlooks**, **trailheads** or **viewpoints** on the **North Rim**, except where noted under loading/unloading, parking, or allowable stops.
- Any of the picnic areas along Desert View Drive on the South Rim and along Hwy 67 on the North Rim.

-Any National Park Service shuttle bus stop

Shuttle Bus Stops and Services:

The use of any shuttle bus stop for loading/unloading of passengers, parking, and/or stopping is not authorized. The Grand Canyon Visitor Center (formerly Canyon View Information Plaza) and Mather Point accessible shuttle is for visitors who are physically disabled. The accessible shuttle runs on a regular schedule that will not be altered for tour operators.

15. **Idling** – Commercial vehicles are **only allowed** to idle while actively loading and unloading passengers (passengers are physically getting on or off the bus). All operators must turn off vehicle engines at all times when parked or when not actively loading or unloading passengers.
16. **Fees** – The permittee will be required to pay all applicable park fees (backcountry permits, camping permits, etc.). A non-refundable fee of \$350.00 for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees are required at Entrance Stations.
17. **Preauthorized Debit Pay System** – Transportation operators who visit the park more than four (4) times a month, averaged over 12 months, are **REQUIRED** to sign up with the National Park Service and use exclusively the Preauthorized Debit (PAD) pay system. A penalty of \$25 or 10%, whichever is greater, will be imposed for any electronic funds transfer/PAD returned item (e.g., insufficient funds, frozen account, etc.). [Re: USC Title 31, Section 3717]. Permittees shall complete an Authorization Agreement for Preauthorized Debits form (Exhibit D) upon meeting this requirement. Failure to sign up with the PAD program when required is a violation of the terms and conditions of this permit. The permittee and all participants authorized herein are required to accurately complete a Preauthorized Debits form (Exhibit D) prior to arrival at any Grand Canyon Entrance Station.
18. **Commercial Tour Passenger Certification Form** – The permittee and all participants authorized herein are required to accurately complete a Commercial Tour Passenger Certification Form (Exhibit C) prior to arrival at any Grand Canyon Entrance Station.
19. **Employee and Passenger Safety** - All commercial operators are responsible the safety of their employees and passengers at the time of entry to the park. This requires that all employees (drivers and tour guides) and passengers must remain inside of their vehicle at the time of entry and the park entrance fee transaction be performed through the driver window. No employees or passengers will be allowed outside of the vehicle in the entrance lane of traffic for their safety.
20. **Archeological Sites** – Permittees must abide by the Grand Canyon National Park Cultural Site Information SOP (8213-0001). Under this SOP, permittees may disclose the location and lead clients to Class I archeological sites. Permittees may visit Class II archeological sites as long as they do not promote them to their trip participants and only visit them when specifically requested to do so by a trip participant.
21. **Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All motor vehicle accidents resulting in injury, personal/government property damage, or injury to park wildlife or resources must be report to park law enforcement immediately at 928-638-7805 or by dialing 911. Commercial operators must remain on scene until the arrival of law enforcement officers.
22. **Separated Passengers / Rescues** – All commercial operators are responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to park dispatch as soon as possible and without unnecessary delay, at 928-638-7805. While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.

- 23. Employee/agent responsibility** – The permittee shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this permit. (The permittee may be cited for any permit violations committed by their employee and/or agent.)
- 24. Suspension or Revocation of DOT Authority** – If, for any reason, the permittee's Department of Transportation authority is placed in any status other than "Active", this Permit will be immediately suspended.
- 25. Annual and Monthly Reports** – Within 30 days after December 31 of each partial or full calendar year of operation under this permit, the permittee will be responsible for submitting an annual report (Exhibit B) which summarizes total in-park visitor use, including gross revenues for the reporting period
- 26. Permit Compliance** – The permittee and all participants authorized herein must comply with all of the conditions of this permit, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain a permit to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the permit terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. National Park Service field personnel will be provided with a current list of permittees by the Concessions Office. The Concessions Office will receive a notice of any written warnings or citations issued to permittees and these documents will become part of the permittee's park record.
1. A first violation will normally result in a warning letter to the permittee sent by the Concessions Office. A violation may be documented by a verbal or written warning, or a citation from a park ranger.
 2. A second violation will normally result in a second warning letter, with a possible 30-day suspension of the permit. The appropriate course of action will be based on the violation and the company's cumulative history.
 3. A third violation will normally result in either a 90-day suspension or revocation of the CUA, depending on the seriousness of the violation and the company's cumulative history. Upon revocation of the privileges granted by a permit, a new application will not be considered for a period of 12 months.

Each violation will be evaluated according to the particular events of the incident. The Superintendent reserves the right to suspend or revoke a permit for cause at any time.


Permittee Signature

12-12-11

Date