

Form 10-114 (CUA)
Rev. 1/2004

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
NATIONAL MALL AND MEMORIAL PARKS
Commercial Use Authorization

NAME _____			Park Alpha Code: 3400
ORGANIZATION _____			Type of Use: Pedicab Operator
ADDRESS _____			Reviewed _____/_____/201__
CITY _____	STATE _____	ZIP _____	Approved _____/_____/201__
TELEPHONE NUMBER _____			Expires _____/_____/201__
FAX NUMBER _____			

1. The CUA Holder is hereby authorized to use the following described land or facilities in the above named area:

See the attached Exhibit A to this Commercial Use Authorization (CUA).

2. The authorization begins at 12:00 (am) on ____/_____/2012 (Month/Day/Year)
3. The authorization expires at 11:59 (pm) on ____/_____/201__ (Month/Day/Year).
4. SUMMARY OF AUTHORIZED ACTIVITY: (see Exhibit A for additional information and conditions)
- Pedicab Operator** – The commercial transportation of passengers (either for a flat fee, donation, tips or whenever money changes hands) in a pedicab (as defined in the Superintendent's Compendium) on National Mall and Memorial Parks authorized park areas located between memorials within the park and to or from other locations within the District of Columbia.

The commercial services described above may either originate and terminate outside of the boundaries of the park area, originate and be provided solely within the boundaries of the park area, or be an amalgam of the two. Authorization for services originating and provided solely within a unit of the National Park System are limited to those commercial operations with annual gross receipts of not more than \$25,000.

This authorization is only for the use of areas under the jurisdiction of National Mall and Memorial Parks and not for areas under the jurisdiction of the District of Columbia or other federal agencies.

5. Authorizing legislation or other authority: National Park Service Concessions Management Improvement Act of 1998, § 418, 16 U.S.C. § 5966.
6. NEPA Compliance: CATEGORICALLY EXCLUDED ☒ EA/FONSI _____ EIS _____
- OTHER APPROVED PLANS _____
7. **APPLICATION FEE** Received _____ Amount \$100.00
8. **LIABILITY INSURANCE:** Required Yes (See Sections 4 of this Authorization)

9. **COST RECOVERY:** Required Yes Amount to be determined upon expiration of this CUA
10. **FACILITY USE FEE:** Required No Amount \$N/A

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

11. Signatures.

Applicant

Signature

Name & Title

Date

Authorizing NPS Official

Signature

Gordy Kito, Concession Specialist

Name & Title

Date

Superintendent

Signature

Date

CONDITIONS OF THIS AUTHORIZATION

1. The CUA Holder is prohibited from knowingly giving false information. To do so will be considered a breach of the conditions hereunder and will be grounds for revocation. See 36 CFR § 2.32(a)(3).
2. The CUA Holder shall exercise this privilege subject to the supervision of the park superintendent. The CUA Holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The CUA 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 (e.g., NPS regulations and Superintendent's Compendium), 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 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 CUA 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 CUA Holder in connection herewith, and the CUA Holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Any pedicab operated under this CUA must be covered by a valid commercial general liability policy, with a pedicab endorsement on the vehicle being operated, in the amount of \$1,000,000 combined single

limit, applying to bodily injury and property damage claims, and underwritten by a United States company naming the United States of America (National Park Service, National Mall and Memorial Parks) as additional insured. The CUA Holder agrees to maintain the insurance, with proper endorsements, throughout the duration of this Authorization. The CUA Holder further agrees to ensure that current copies of such insurance, with proper endorsements, are on file with the park.

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 CUA Holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the CUA Holder will be billed at the conclusion of the authorization.
6. Benefit - No resident commissioner, member of or delegate to Congress shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park superintendent.
8. This authorization may be suspended or revoked upon breach of any of the conditions and/or stipulations or at the discretion of the park superintendent. Any revocation or suspension of this authorization will comply with regional or national NPS CUA revocation policies as may be issued or amended.
9. The CUA Holder is not entitled to any preference to renewal of this authorization. This authorization is not exclusive and is not a concession contract.
10. The CUA Holder shall not construct any structures, fixtures or improvements in the park.
11. The CUA Holder shall notify the park superintendent, or their designee, of any incident or accident involving a pedicab operated by the CUA Holder on park property resulting in property damage, personal injury or death as soon as practicable, but no later than 24 hours after the incident or accident.
12. The CUA Holder is to provide the park 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 CUA Holder's operations that the park superintendent may request, including, but not limited to, visitor use statistics and resource impact assessments.
13. The CUA 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 CUA Holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

Exhibit A

**NATIONAL MALL AND MEMORIAL PARKS (2012)
COMMERCIAL USE AUTHORIZATION (CUA)**

AUTHORIZED ACTIVITIES

The activity for which you are authorized is shown on the front of your permit.

For your information, National Mall and Memorial Parks authorizes CUAs for the following commercial activities:

Pedicab Operator – The commercial transportation of passengers (either for a flat fee, donation, tips or whenever money changes hands) in a pedicab (as defined in the Superintendent's Compendium) on National Mall and Memorial Parks authorized park areas located between memorials within the park and to or from other locations within the District of Columbia.

This Authorization is only for the use of areas under the jurisdiction of National Mall and Memorial Parks and not for areas under the jurisdiction of the District of Columbia or other federal agencies.

AREAS OPEN TO CUA ACTIVITIES

The activities listed above may be conducted only on NPS roads with speed limits of 30 miles per hour (mph) or less and in areas that are normally available to public motor vehicle traffic. Access to these roads and areas may be modified or restricted at any time by the park superintendent, United State Park Police (USPP) or other government officials or agencies for reasons of safety, security or other unanticipated emergency or administrative needs without prior notification.

AREAS CLOSED TO CUA ACTIVITIES

The activities listed above may **not** be conducted on park sidewalks, trails, paths or other park areas not available to public vehicle traffic (except for the sidewalk identified in Attachment A) or on roads that are closed to the operation of pedicabs by the park superintendent, USPP or other government officials or agencies.

PEDICAB: OPERATING PROVISIONS

- A) A copy of the CUA and these provisions must be carried at all times by the CUA Holder while operating within the boundaries of National Mall and Memorial Parks.
- B) The CUA Holder must carry a current valid government issued photo ID at all times while operating within the boundaries of the National Mall and Memorial Parks.
- C) The CUA Holder authorized herein must comply with all of the conditions of the CUA including all exhibits, amendments, and written directions of the park superintendent or his/her designated representative, including, but not limited to, the Superintendent's Compendium, which is available at <http://www.nps.gov/nacc/parkmgmt/index.htm>.

- D) The CUA Holder must comply with all Federal, State and Local laws, including those provisions of the District of Columbia Municipal Regulations Title 18, Chapter 12 § 1213 Pedicabs that are adopted by the National Mall and Memorial Parks under a Record of Determination.
- E) *Pedicab Safety Requirements* – The following provisions may be revised as warranted by the National Mall and Memorial Parks. In the event of such a revision this Commercial Use Authorization will be updated
 NOTE: Where a provision of 18 DCMR 1213 has been adopted by the National Mall and Memorial Parks for Federal parkland under its authority, the DCMR citation is in brackets for cross-reference purposes:

Each pedicab shall meet the following safety requirements:

1. The maximum width of the pedicab shall be fifty-five inches (55 inches). [18 DCMR 1213.3(a)]
2. The maximum length of the pedicab shall be ten feet (10 feet). [18 DCMR 1213.3(b)]
3. Any pedicab operated by a CUA Holder must be a commercially available manufactured unit with a unique “Vehicle Identification Number” (VIN) stamped into the frame. Pedicabs not meeting this condition that are otherwise inspected and approved or licensed for use by the District of Columbia may be utilized to transport passengers under this CUA.
4. No bicycle or tricycle may operate as a pedicab by pulling any kind of cart, trailer or other enclosed seating contraption behind the bicycle or tricycle.
5. The pedicab shall [per 18 DCMR 1213.3(c)(1)-(7)] be equipped with;
 - i. Passenger seat belts (either one (1) seat belt for each passenger or one (1) seat belt that covers all passengers);
 - ii. Hydraulic or mechanical disc or drum brakes, which shall be unaffected by rain or wet conditions;
 - iii. At least one (1) and no more than two (2) battery-operated head lamps capable of projecting a beam of white light for a distance of three hundred feet (300 ft.) in front of the pedicab, under normal atmospheric conditions at the times that use of the head lamp is required;
 - iv. Battery-operated tail lamps mounted on the rear of the pedicab, which, when operated, shall emit a red beam of light visible from a distance of five hundred feet (500 ft.) to the rear, under normal atmospheric conditions at the times that use of the head lamp is required;
 - v. Turn lights;
 - vi. A bell or other device capable of giving a signal audible for a distance of at least one hundred feet (100 ft.); and
 - vii. Reflectors on the spokes of the wheels of the pedicab.
6. A triangle shaped Slow Moving Vehicle (SMV) emblem which conforms to the American National Standard S276.7, shall be affixed to the rear of the pedicab as follows:
 - i. As close to the center as possible; and

- ii. No less than two feet (2 feet) and no more than six feet (6 feet) above the roadway surface as measured from the lower edge of the emblem.

F) *Pedicab Operating Requirements* – The following provisions may be revised as warranted by the National Mall and Memorial Parks. In the event of such a revision this Commercial Use Authorization will be updated. NOTE: Where a provision of 18 DCMR 1213 has been adopted by the National Mall and Memorial Parks for Federal parkland under its authority, the DCMR citation is in brackets for cross-reference purposes:

Each pedicab shall be operated in accordance with the following provisions:

1. Each pedicab shall be operated in accordance with the roadway's traffic control devices (e.g., signs, signals, or signage).
2. The maximum number of passengers a pedicab may transport shall not exceed the number of available seats. [18 DCMR 1213.4(a)].
3. All passengers shall be seated while the pedicab is in motion. [18 DCMR 1213.4(b)]
4. All passengers shall have a seatbelt securely fastened while the pedicab is in motion. This requirement shall be clearly displayed to pedicab passengers. [18 DCMR 1213.4(c)]
5. A pedicab may not be operated or parked on a sidewalk [per 18 DCMR 1213.4(e)]; (except for the sidewalk identified in Attachment A, which is available to pedicabs travelling north to south around the Lincoln Memorial).
6. Pedicab passengers shall be loaded and off-loaded while the pedicab is stopped. [18 DCMR 1213.4(f)]
7. No pedicab operator shall stop to load or unload passengers on the traffic side of the street, while occupying any intersection or crosswalk, or in such a manner as to unduly interfere with the orderly flow of traffic. All pedicab operators shall pull as close to the curb or edge of the roadway as possible to take on or discharge passengers. [18 DCMR 1213.4(g)]
8. Pedicabs are prohibited from stopping, loading or unloading passengers on northbound side of Lincoln Memorial Circle between the Memorial Bridge and Henry Bacon Drive.
9. Pedicabs are authorized to park in legal motor vehicle parking spaces in accordance with the limits displayed for the area in which they are parked.
10. A pedicab shall not be parked in any restricted zones identified for other vehicles, including, but not limited to, spaces reserved for disabled visitors, bus loading and unloading zones, taxicab standing zones, fire lanes and loading zones. However, pedicabs may utilize these spaces for the active loading and unloading of passengers as long as they are not obstructing access to these zones from authorized vehicles.
11. Pedicabs are allowed to stage/wait for passengers in those locations that are signed as "Pedicab Stand" (see Attachment B for locations). At all other times and locations (except while parked in a legitimate parking spot, while negotiating a fare or otherwise loading or unloading passengers),

pedicabs must be in the active process of transporting passengers or otherwise traveling with traffic.

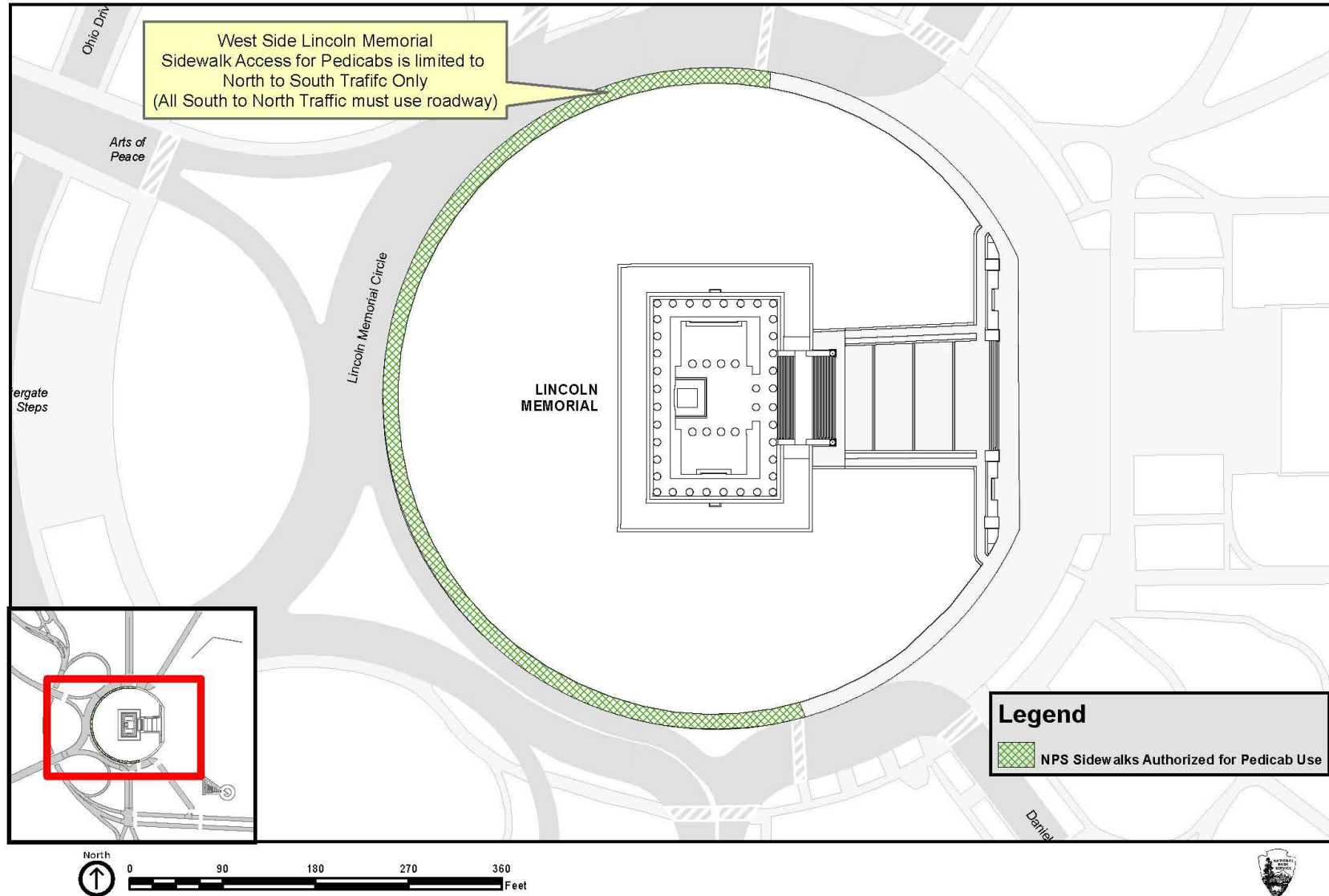
12. A pedicab shall not be tied, cabled, or otherwise attached to a parking meter, street light pole, tree or other public space asset.
13. At any time from one half (1/2) hour after sunset to one-half (1/2) hour before sunrise, and at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of five hundred feet (500 ft.) ahead, a pedicab shall be operated with a headlamp of sufficient intensity to reveal a person or a vehicle at a distance of three hundred feet (300 ft.). [18 DCMR 1213.4(j)]
14. At any time from one half (1/2) hour after sunset to one-half (1/2) hour before sunrise and at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of five hundred feet (500 ft.) ahead, a pedicab shall be operated with a tail lamp capable of being seen from a distance of five hundred feet (500 ft.). [18 DCMR 1213.4(k)]
15. No one shall operate or be in control of a pedicab while the person's alcohol concentration is eight hundredths of a gram (0.08 g.) or more either per one hundred milliliters (100 ml.) of blood or per two hundred and ten liters (210 L.) of breath or is one tenth of a gram (0.10 g.) or more per one hundred milliliters (100 ml.) of urine, or while under the influence of intoxicating liquor or any drug or any combination thereof, or while the ability to operate a vehicle is impaired by the consumption of intoxicating liquor. Violation of this provision may be cause for suspension or revocation of this authorization. [18 DCMR 1213.5]
16. The CUA Holder will not transport passengers with open containers of alcohol or allow passengers to consume alcohol while riding in a pedicab the CUA Holder is operating;
17. The CUA Holder is prohibited from using cell phones, smart phones or other communication devices while carrying passengers;
18. The CUA Holder will refrain from the use of headphones, ear buds or other devices that limit the ability of the operator to hear other vehicles, passengers, pedestrians, emergency vehicles etc.

G) **Rates for pedicabs** – All fares must be negotiated with the visitor prior to departing with the visitor. Signs displaying the following statement in 48pt font must be posted in front of the passenger's seat and be clearly visible to the passengers. (See Attachment C.)

“The driver of this pedicab is required to negotiate all fares prior to departing on your trip.”

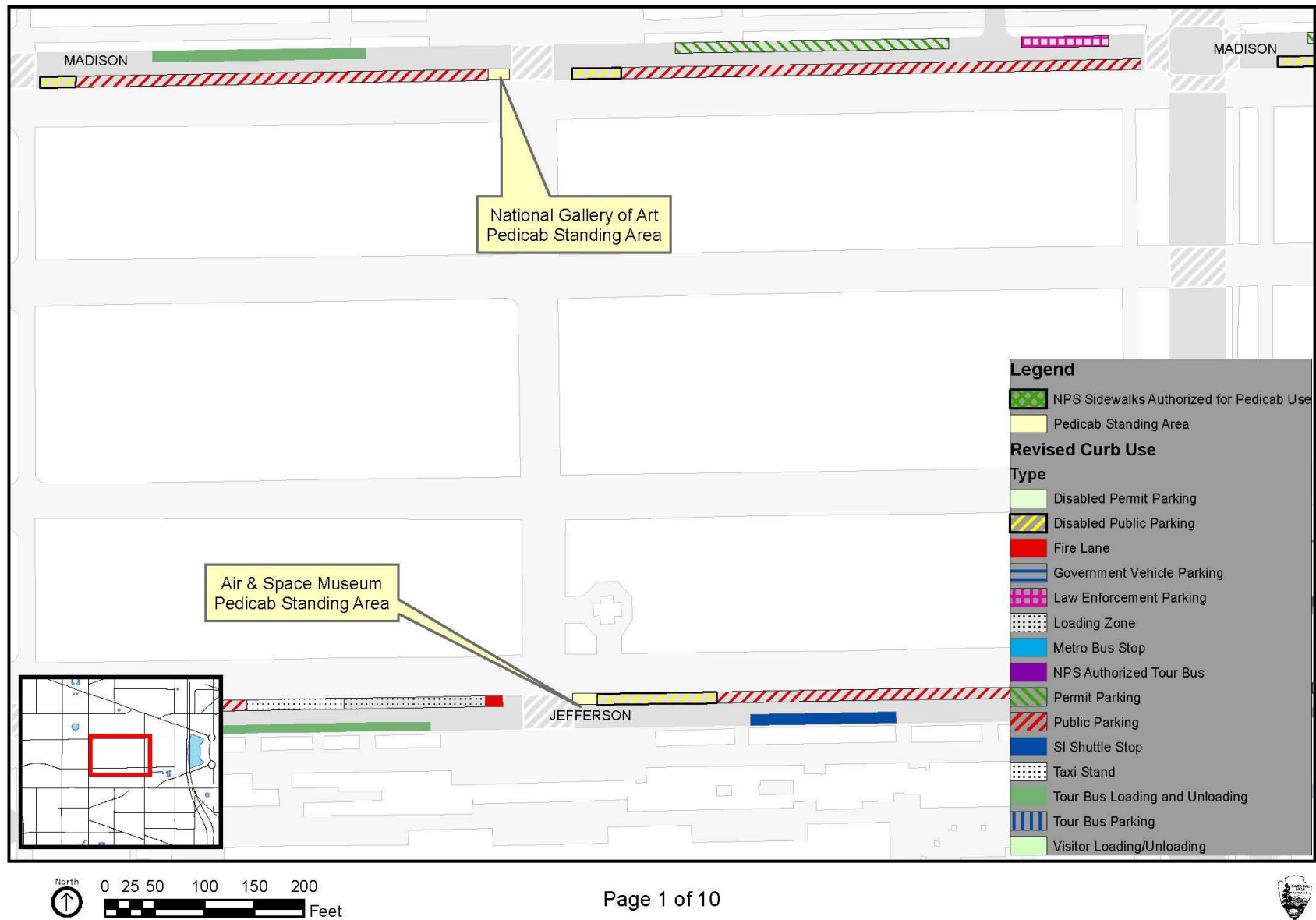
H) The CUA Holder is encouraged to provide information about National Mall and Memorial Parks that is relevant and includes park themes, as well as information about the mission of the National Park Service. Park theme information is available at <http://www.nps.gov/nama>.

Attachment A
NPS Sidewalks Authorized for Pedicab Use
within the National Mall and Memorial Parks

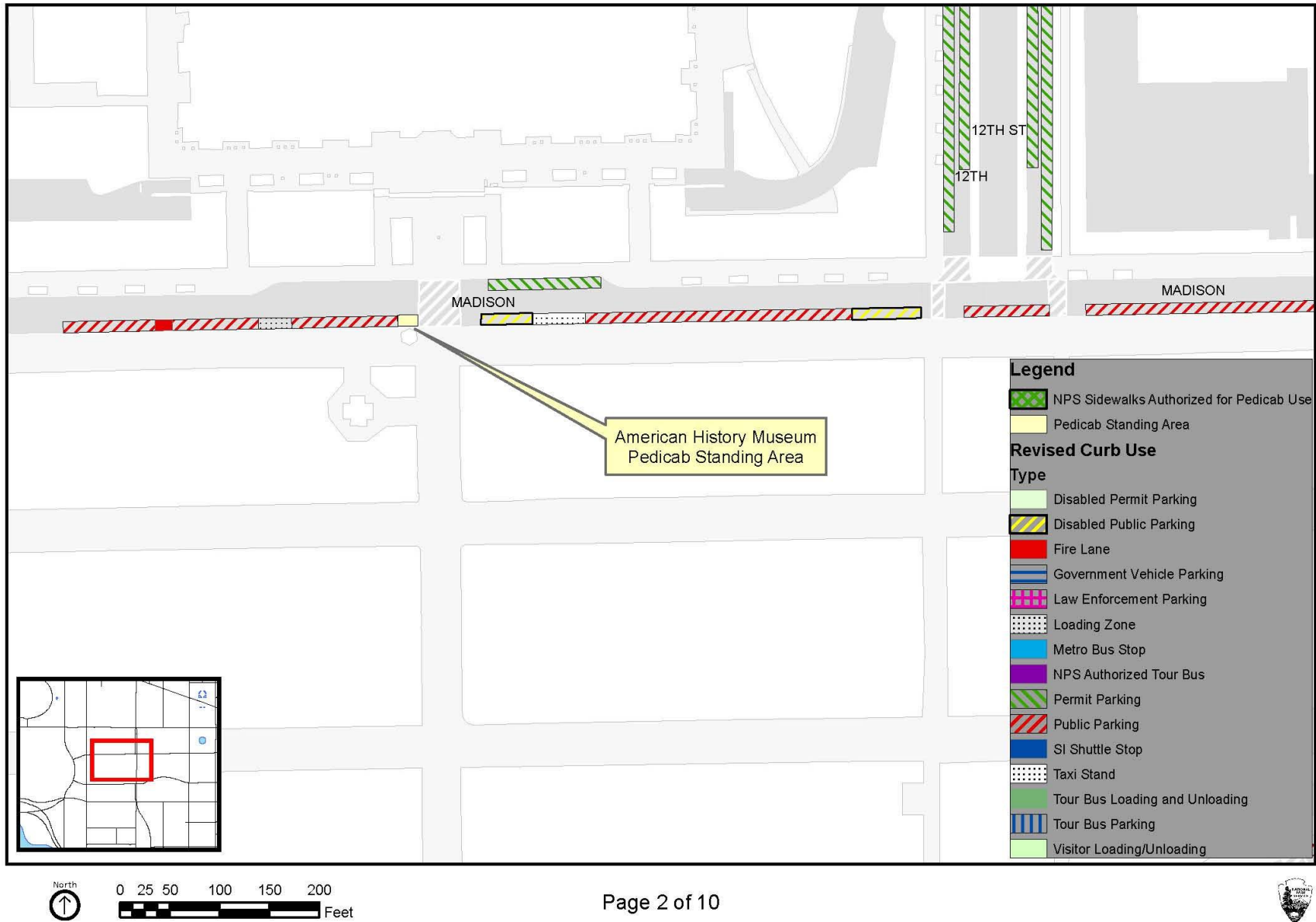


Attachment B - Pedicab Stands

Air & Space Museum / National Art Gallery Pedicab Standing Area

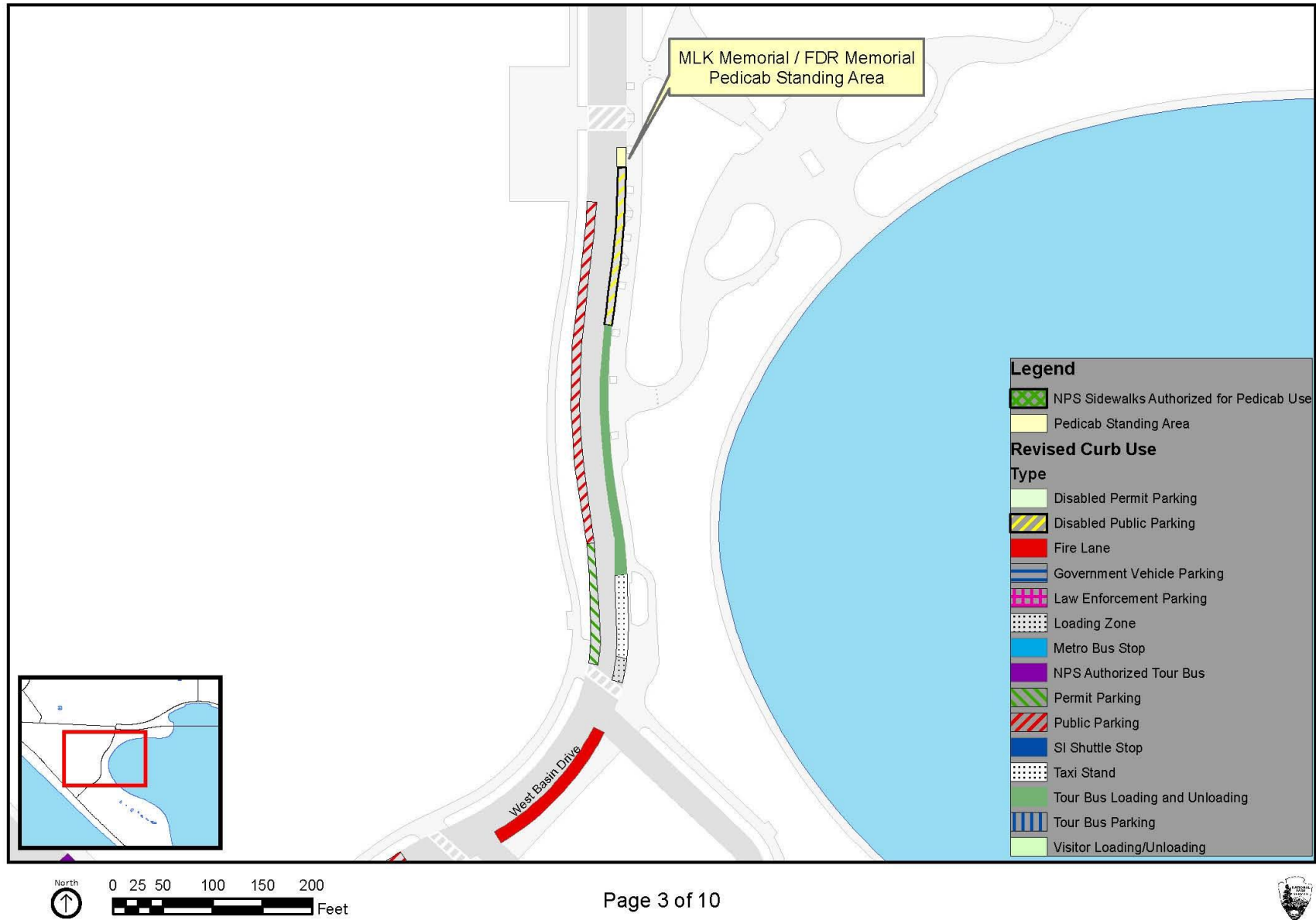


Attachment B - Pedicab Stands American History Museum Pedicab Standing Area

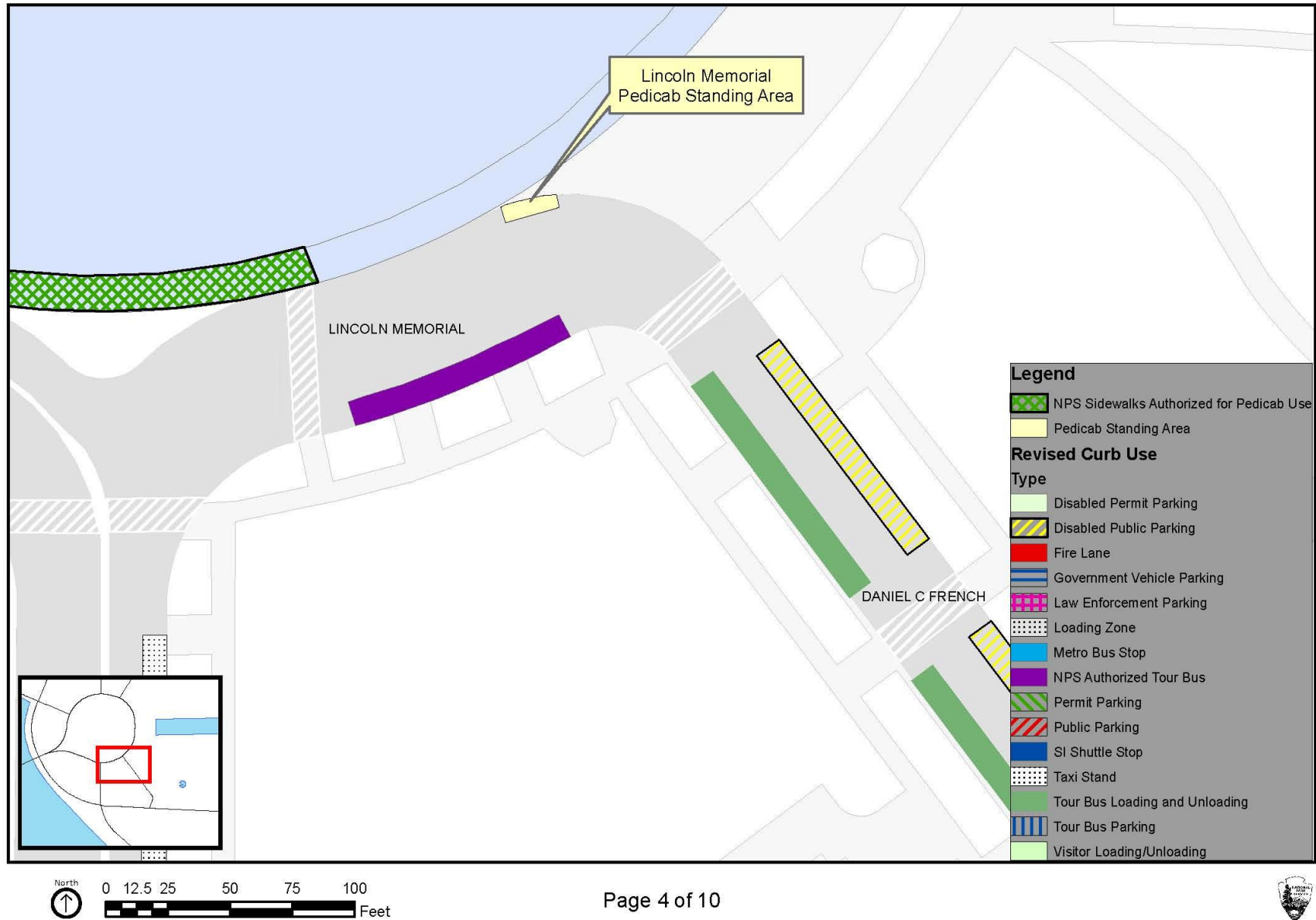


Attachment B - Pedicab Stands

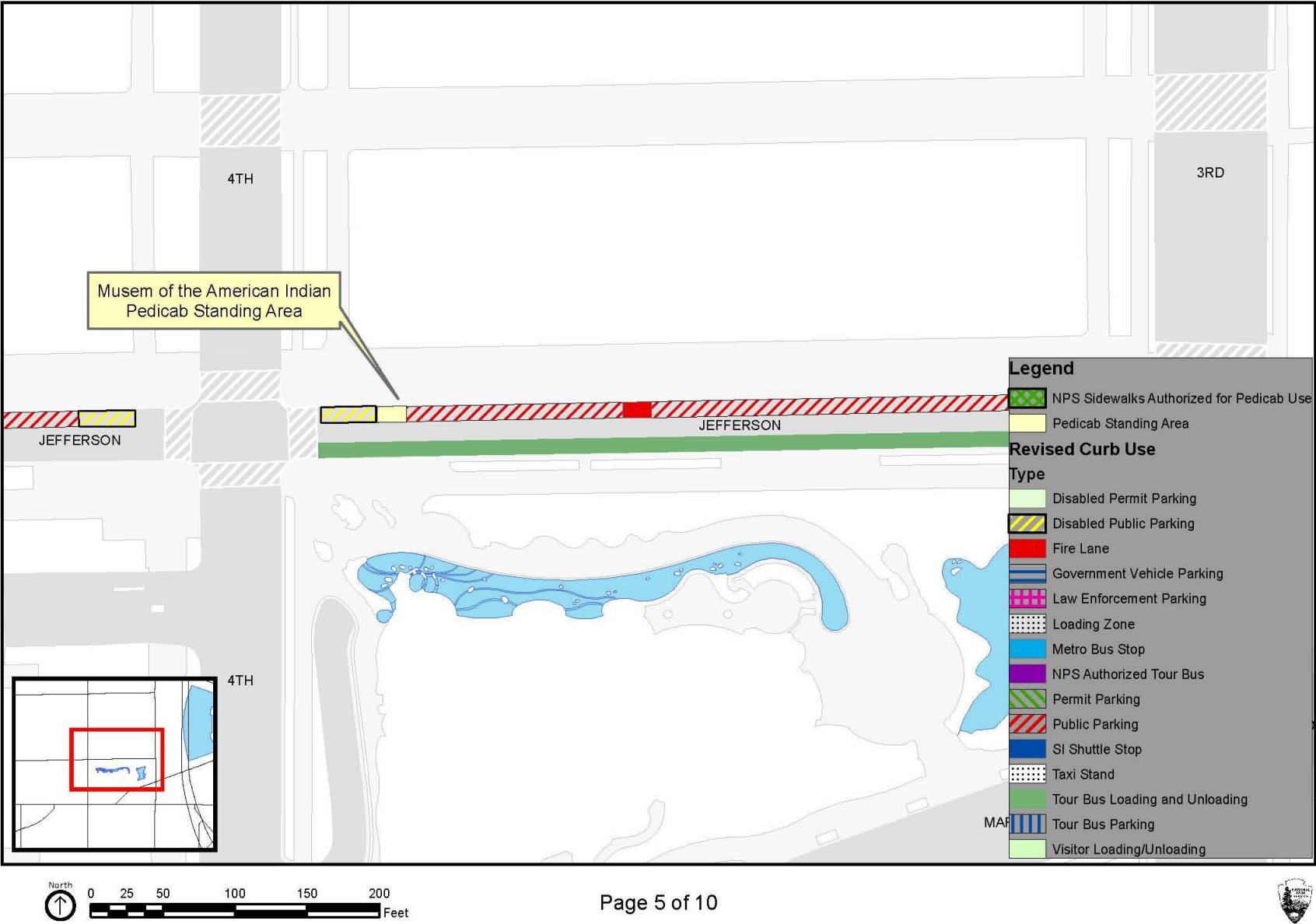
Martin Luther King Jr. Memorial / Franklin Delano Roosevelt Memorial Pedicab Standing Area



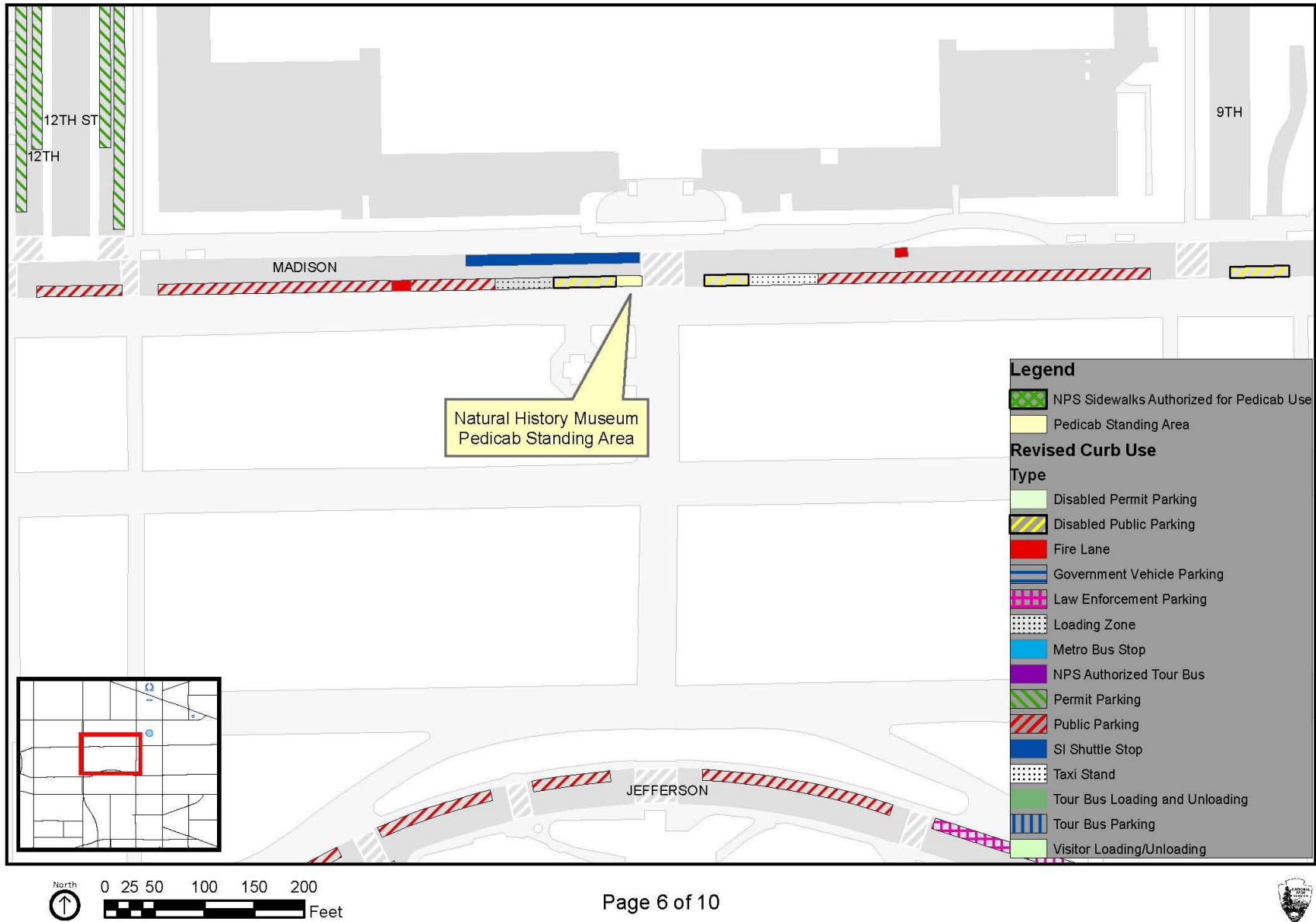
Attachment B - Pedicab Stands Lincoln Memorial Pedicab Standing Area



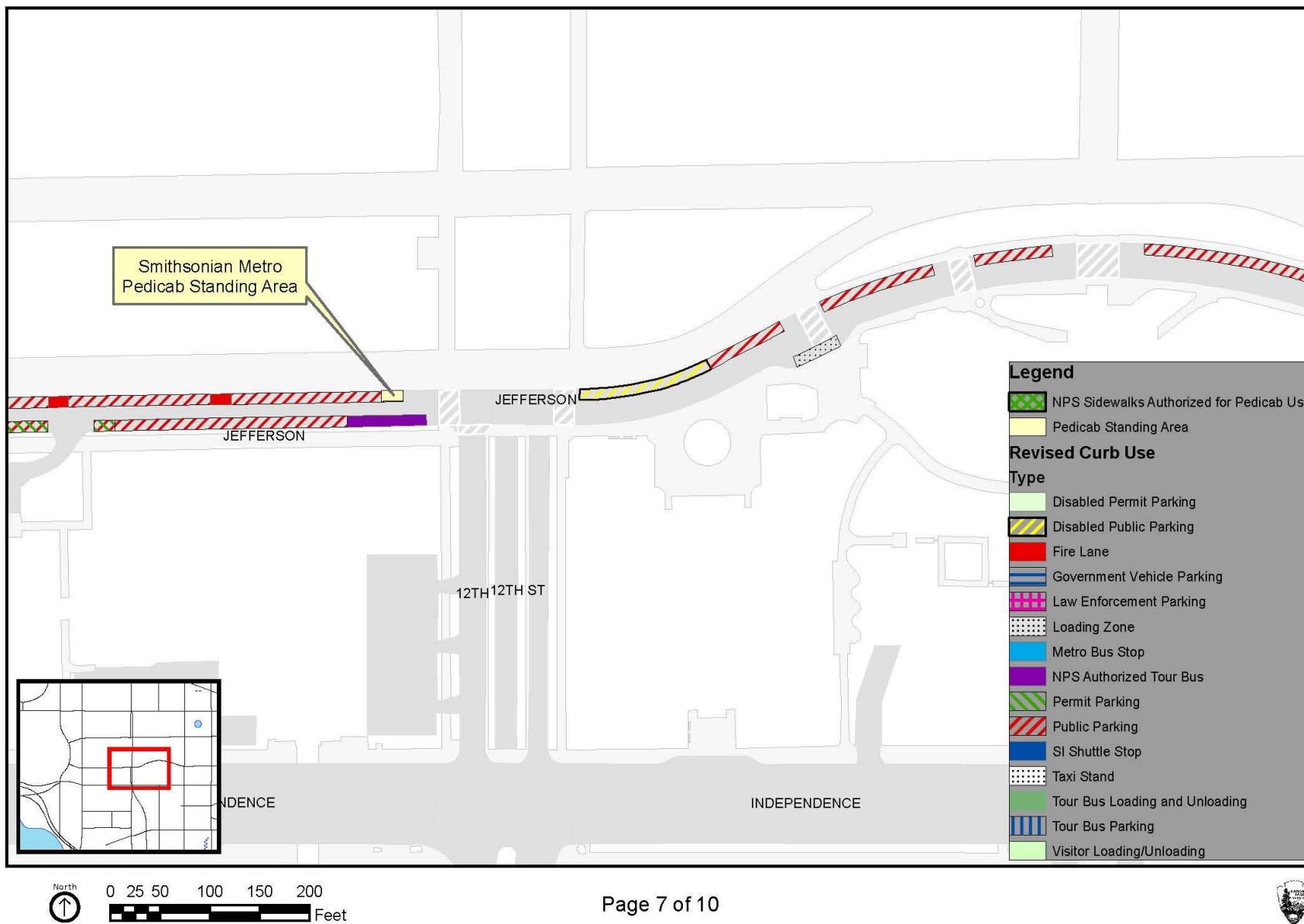
Attachment B - Pedicab Stands National Museum of the American Indian Pedicab Standing Area



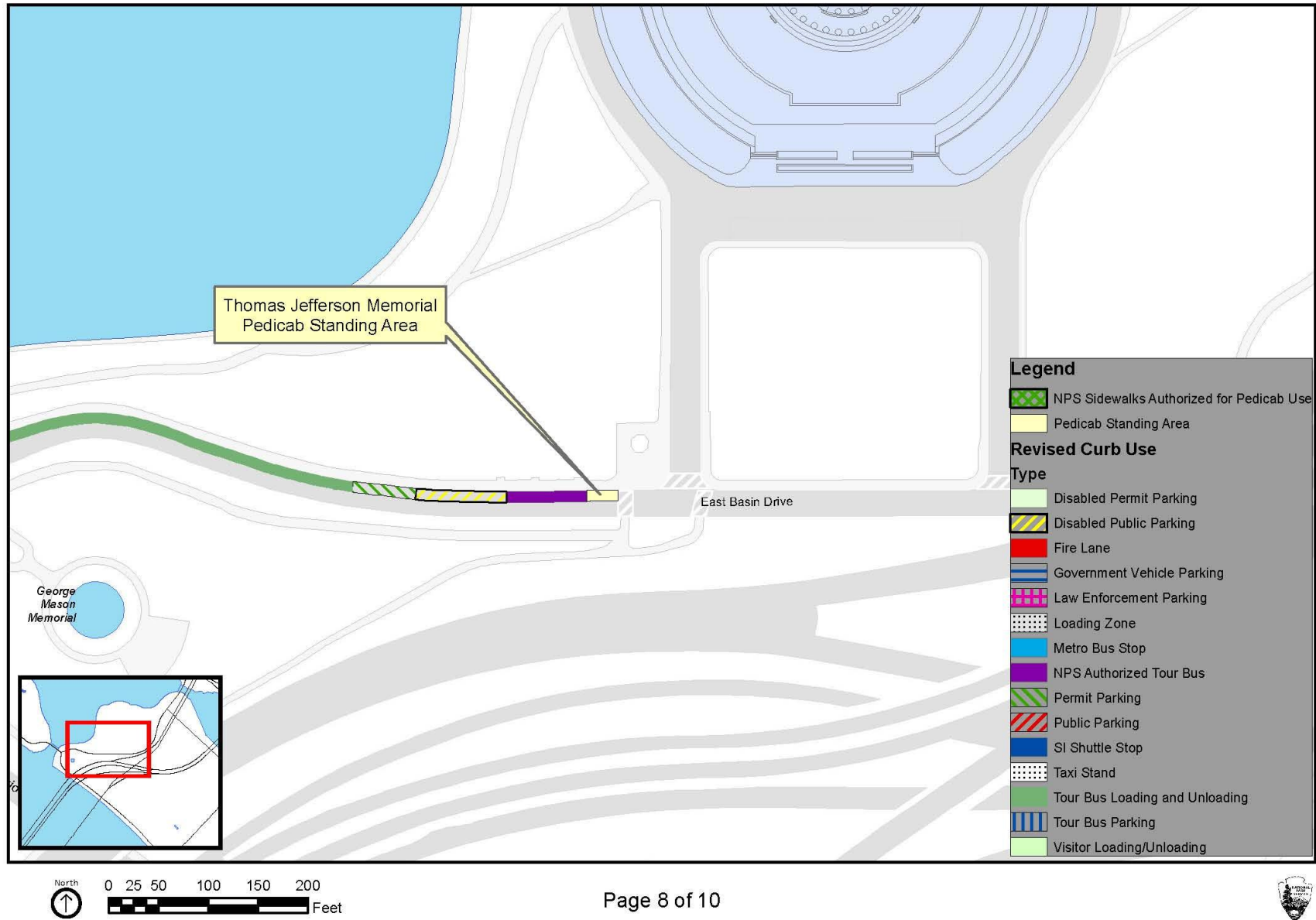
Attachment B - Pedicab Stands Natural History Museum Pedicab Standing Area



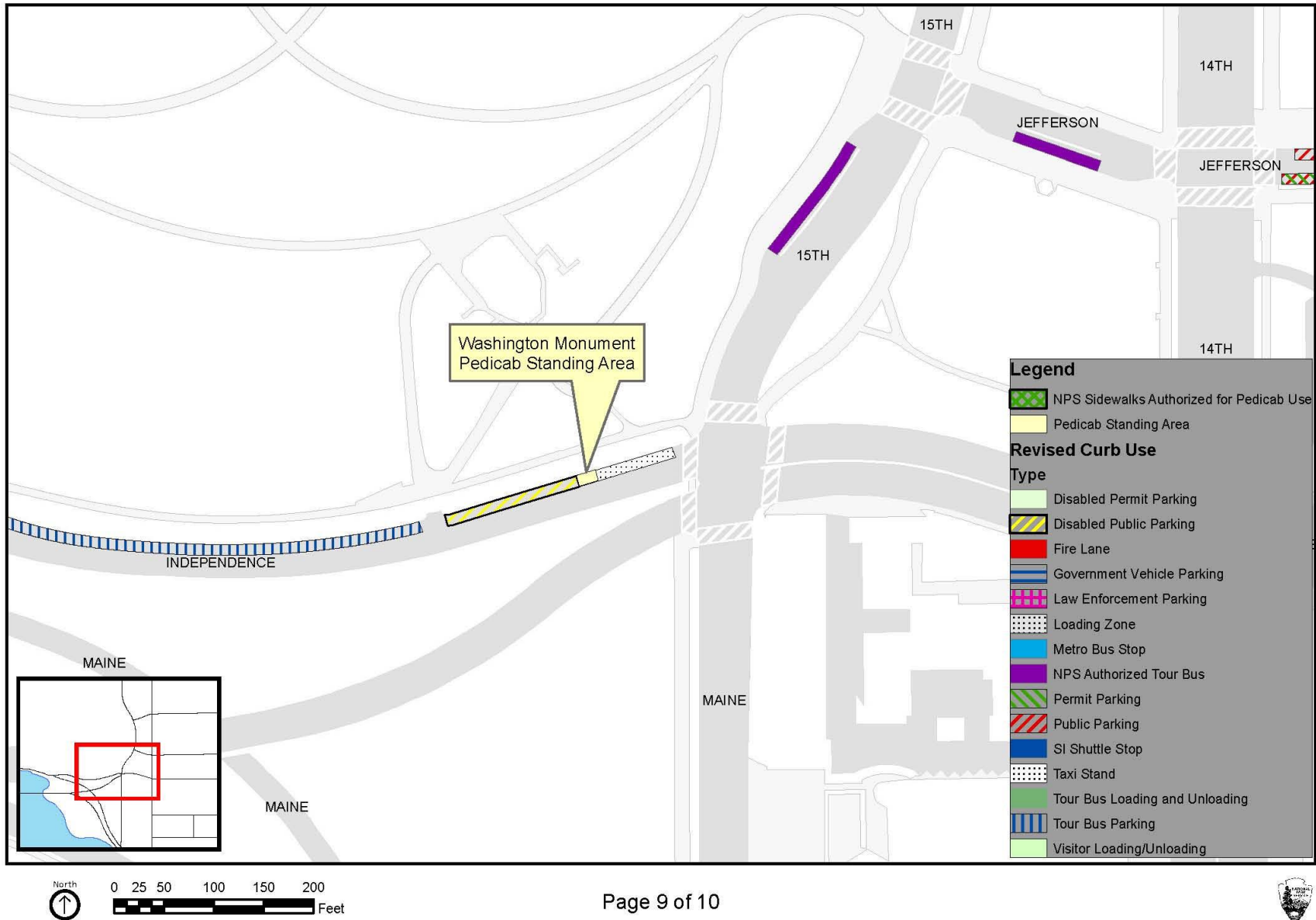
Attachment B - Pedicab Stands
 Smithsonian Metro Pedicab Standing Area



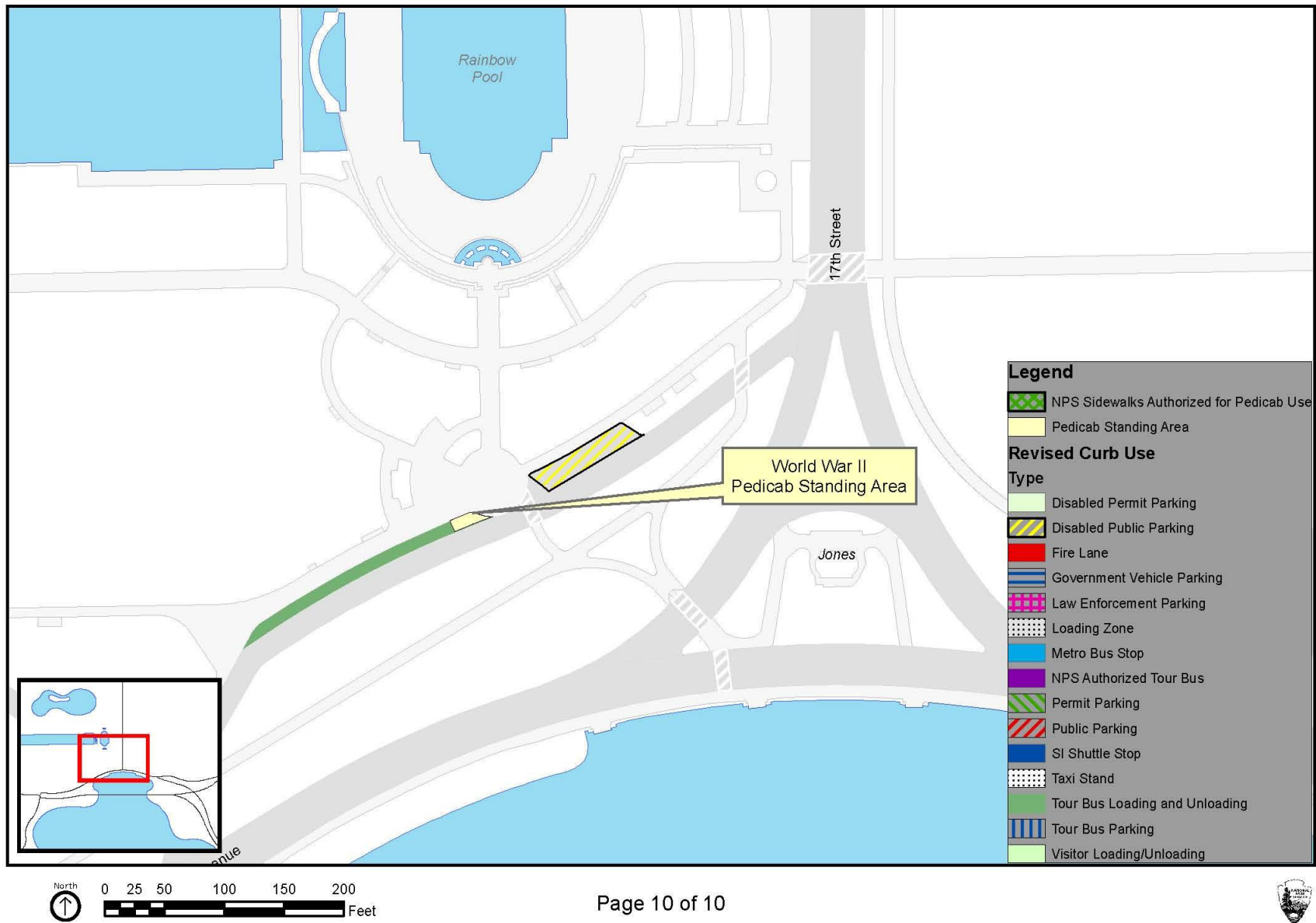
Attachment B - Pedicab Stands
Thomas Jefferson Memorial Pedicab Standing Area



Attachment B - Pedicab Stands
Washington Monumnet Pedicab Standing Area



Attachment B - Pedicab Stands
World War II Pedicab Standing Area



Attachment C

**The driver of this pedicab is
required to negotiate all fares
prior to departing on your trip**