

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

NAME

ORGANIZATION

ADDRESS

TELEPHONE NUMBER FAX NUMBER
(xxx) xxx-xxxx (xxx) xxx-xxxx

Park Alpha Code: 3400

Type of Use: Pedicab Operator

Date Authorization Approved __/2012

Reviewed __/2012

Expires __/2013

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 **xx/xx/xxxx** (Month/Day/Year)
3. The authorization expires at 11:59 (pm) on **xx/xx/xxxx** (Month/Day/Year).

4. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)(This authorization is only for the use of areas under NAMA jurisdiction and not areas under District of Columbia jurisdiction, which may require DC authorization)

Pedicab Operator – Transporting passengers in a pedicab (as defined in the superintendent’s compendium) on NAMA-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.

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 Amount \$1,000,000
9. COST RECOVERY: Required Yes Amount \$N/A
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	Name & Title	Date
Authorizing NPS Official	_____	_____	_____
	Signature	Name & Title	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 area 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, 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 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. CUA Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the CUA Holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be 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. CUA Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

5. If CUA Holder leases a pedicab from a third party, CUA Holder must provide proof that the lessor (owner) of the pedicab has insurance that meets or exceeds the requirements stated in section 4 of these conditions. If the CUA Holder is not named on the lessor's insurance policy as an insured party, then the CUA Holder is required to carry additional insurance against claims occasioned by the action or omissions of the CUA Holder, its agents and employees in carrying out activities and operations under this authorization. This additional policy shall provide Commercial General Liability insurance with a minimum limit of at least \$100,000 per person and \$300,000 per accident for bodily injury, \$50,000 per accident for property damage and \$5,000 medical payments and underwritten by a United States company naming the United States of America (National Park Service, National Mall and Memorial Parks) as additional insured.
6. 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.
7. 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.
8. This authorization may not be transferred or assigned without the written consent of the park area superintendent.
9. The CUA may be suspended or revoked upon breach of any of the conditions and/or stipulations or at the discretion of the park area superintendent.
10. 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.
11. The CUA Holder shall not construct any structures, fixtures or improvements in the park area.
12. The CUA Holder shall notify the park area superintendent 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 within 24 hours of the incident or accident.
13. The CUA Holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the CUA Holder's operations that the park area superintendent may request, including, but not limited to, visitor use statistics and resource impact assessments.
14. 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** – Transporting passengers in a pedicab (as defined in the Superintendent’s compendium) on NAMA-authorized park areas located between memorials within the park and to/from other locations within the District of Columbia.

This Authorization is only for the use of areas under National Mall and Memorial Park jurisdiction and not areas under District of Columbia jurisdiction, which may require DC authorization.

AREAS OPEN TO CUA ACTIVITIES

The activities listed above may be conducted only on NPS roads authorized for pedicab use as shown on the map included as Attachment A:

AREAS CLOSED TO CUA ACTIVITIES

The activities listed above may **not** be conducted outside of those areas identified in Attachment A

PEDICAB: OPERATING PROVISIONS

- A) A copy of the CUA and these provisions must be carried at all times by the permittee while operating within the boundaries of National Mall and Memorial Park.
- B) CUA Holders must carry a current valid government issued photo ID at all times.
- C) The CUA Holder authorized herein must comply with all of the conditions of the CUA including all exhibits or amendments or written directions of the park area 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/upload/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 [Where a provision of 18 DCMR 1213 has been adopted by the National Mall and Memorial Parks for Federal parkland under its authority, its 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. The pedicab shall be equipped with [18 DCMR 1213.3](c)(1)-(7);
 - 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.
4. Reflective tape that meets the following requirements shall be affixed on the side of the pedicab[18 DCMR 1213.3](d)(1)-(2)(as to reflective tape on side)];
 - i. The tape shall be at least two inches (2 in.) wide;
 - ii. The tape shall be at least twelve inches (12 in.) long; and
 - iii. There shall be at least two (2) pieces of tape on each side of the pedicab.
5. 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 [Where a provision of 18 DCMR 1213 has been adopted by the National Mall and Memorial Parks for Federal parkland under its authority, its 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] as well as the following:
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 [18 DCMR 1213.4(e)];
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. A pedicab shall not be parked in any restricted zones identified for other vehicles, including, but not limited to, parking meter zones, residential permit parking zones, valet parking zones, bus zones, taxicab zones, and sightseeing zones [18 DCMR 1213.4(h)];
9. A pedicab shall not be tied, cabled, or otherwise attached to a parking meter, street light pole, or other public space asset [18 DCMR 1213.4(i)];
10. 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)]; and
11. 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)];
12. 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.) or 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]
13. Pedicabs are only allowed to stage/wait for passengers in those locations that are signed as "Pedicab Standing Areas" or "Pedicab Parking Areas." (See Attachment A for locations). At all other times and locations, pedicabs must be in the active process of transporting passengers, loading or unloading passengers or otherwise traveling with traffic.
14. CUA Holders are prohibited from loading or unloading passengers on Lincoln Memorial Circle between the Memorial Bridge and Henry Bacon Drive.
15. CUA Holders are prohibited from using cell phones, smart phones or other communication devices while carrying passengers.
16. 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 the visitor entering into the pedicab. 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.

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

- H) CUA Holders will provide information about National Mall and Memorial Parks and its cultural and natural resources that is correct, 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>.

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