



IN REPLY REFER TO:
L7615(YOSE-PM)

United States Department of the Interior NATIONAL PARK SERVICE

Yosemite National Park
P. O. Box 577
Yosemite, California 95389

Memorandum

To: Ruth Middlecamp, Project Manager, Yosemite National Park

From: Superintendent, Yosemite National Park

Subject: NEPA and NHPA Clearance: 2012-023 Commercial Use Authorization - Commercial Passenger Transportation (41792)

The Executive Leadership Team has reviewed the proposed project/action and completed its environmental assessment documentation, and we have determined that there:

- Will not be any effect on threatened, endangered, or rare species and/or their critical habitat.
- Will not be any effect on historical, cultural, or archeological resources.
- Will not be serious or long-term undesirable environmental or visual effects.

The subject proposed project, therefore, is now cleared for all NEPA and NHPA compliance requirements as presented above. Project plans and specifications are approved and construction and/or project implementation can commence.

For the proposed project actions to be within compliance requirements during construction and/or project implementation, the following mitigations must be adhered to:

- No mitigations identified.

For complete compliance information see PEPC Project 41792.

//Don L. Neubacher//
Don L. Neubacher

Enclosure (with attachments)

cc: Statutory Compliance File

*The signed original of this document is on file at the
Environmental Planning and Compliance Office in
Yosemite National Park.*



National Park Service
U.S. Department of the Interior

Yosemite National Park
Date: 07/13/2012

Categorical Exclusion Form

Project: 2012-023 Commercial Use Authorization - Commercial Passenger Transportation

PEPC Project Number: 41792

Project Description:

This is a request for a 5 year programmatic Categorical Exclusion (CE) to issue Commercial Use Authorizations (CUA) for Commercial Passenger Transportation Service in Yosemite National Park. This programmatic CE will cover CUAs issued beginning on January 1, 2013.

The CUA is a tool required by the National Park Service to regulate and oversee commercial visitor services on National Park Service lands, not regulated under a Concession contract. Commercial companies or individuals (herein referred to as Holders) are required to obtain a CUA each year prior to bringing clients into Yosemite National Park. The CUA will only be issued for a period of one year at a time. Companies must apply for a new CUA each year that they plan to offer trips to Yosemite.

The CUA will allow the Holder to provide commercial passenger transportation for private and commercial road based tours in Yosemite National Park. The CUA is required for all means of commercial passenger transportation which include sedans, limousines, mini-vans, vans, mini-buses and motor coaches. The Holder is required to conduct all business (advertisement & bookings) and financial transactions outside of the park. The Holder is regulated by the terms and conditions of the CUA which is administered and managed by Yosemite National Park, Office of Special Park in conjunction with the Yosemite Protection Division. The Holder is required to obtain additional CUAs for any activities conducted in the park not covered under the Commercial Passenger Transportation CUA. Each Holder is required to submit an annual use survey listing the actual number of trips and clients transported to the park during the permitted year.

Project Locations:

Mariposa, Madera, and Tuolumne Counties

Mitigations:

- No mitigations identified.

Describe the category used to exclude action from further NEPA analysis and indicate the number of the category (see Section 3-4 of DO-12):

A.6 Commercial use licenses involving no construction.

On the basis of the environmental impact information in the statutory compliance file, with which I am familiar, I am categorically excluding the described project from further NEPA analysis. No exceptional circumstances (e.g. all boxes in the ESF are marked "no") or conditions in Section 3-6 apply, and the action is fully described in Section 3-4 of DO-12.

//Don L. Neubacher//
Don L. Neubacher

//2/8/13//
Date



National Park Service
U.S. Department of the Interior

Yosemite National Park
Date: 07/13/2012

ENVIRONMENTAL SCREENING FORM (ESF)

DO-12 APPENDIX 1

Date Form Initiated: 06/27/2012

Updated May 2007 - per 2004 Departmental Manual revisions and proposed Director's Order 12 changes

A. PROJECT INFORMATION

Park Name: Yosemite National Park
Project Title: 2012-023 Commercial Use Authorization - Commercial Passenger Transportation
PEPC Project Number: 41792
Project Type: Permit - Commercial Use Authorization (CUP)
Project Location:
County, State: Mariposa & Tuolumne Counties, California
Project Leader: Ruth Middlecamp

Is project a hot topic (controversial or sensitive issues that should be brought to attention of Regional Director)? No

B. RESOURCE EFFECTS TO CONSIDER:

Identify potential effects to the following physical, natural, or cultural resources	No Effect	Negligible Effects	Minor Effects	Exceeds Minor Effects	Data Needed to Determine/Notes
1. Geologic resources – soils, bedrock, streambeds, etc.	No				
2. From geohazards	No				
3. Air quality	No				
4. Soundscapes	No				
5. Water quality or quantity	No				

6. Streamflow characteristics	No				
7. Marine or estuarine resources	No				
8. Floodplains or wetlands	No				
9. Land use, including occupancy, income, values, ownership, type of use	No				
10. Rare or unusual vegetation – old growth timber, riparian, alpine	No				
11. Species of special concern (plant or animal; state or federal listed or proposed for listing) or their habitat	No				
12. Unique ecosystems, biosphere reserves, World Heritage Sites	No				Yosemite National Park is a World Heritage Site.
13. Unique or important wildlife or wildlife habitat	No				
14. Unique or important fish or fish habitat	No				
15. Introduce or promote non-native species (plant or animal)	No				
16. Recreation resources, including supply, demand, visitation, activities, etc.	No				
17. Visitor	No				

experience, aesthetic resources					
18. Archeological resources	No				
19. Prehistoric/historic structure	No				
20. Cultural landscapes	No				
21. Ethnographic resources	No				
22. Museum collections (objects, specimens, and archival and manuscript collections)	No				
23. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	No				
24. Minority and low income populations, ethnography, size, migration patterns, etc.	No				
25. Energy resources	No				
26. Other agency or tribal land use plans or policies	No				
27. Resource, including energy, conservation potential, sustainability	No				
28. Urban quality, gateway communities, etc.	No				

29. Long-term management of resources or land/resource productivity	No				
30. Other important environment resources (e.g. geothermal, paleontological resources)?	No				

C. MANDATORY CRITERIA

Mandatory Criteria: If implemented, would the proposal:	Yes	No	N/A	Comment or Data Needed to Determine
A. Have significant impacts on public health or safety?		No		
B. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas?		No		
C. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources (NEPA section 102(2)(E))?		No		
D. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?		No		
E. Establish a precedent for future action or represent a decision in principle about future actions		No		

with potentially significant environmental effects?				
F. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?		No		
G. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office?		No		
H. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?		No		
I. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?		No		
J. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?		No		
K. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?		No		
L. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?		No		

D. OTHER INFORMATION

1. Are personnel preparing this form familiar with the site? Yes

- 1.A. Did personnel conduct a site visit? No
2. Is the project in an approved plan such as a General Management Plan or an Implementation Plan with an accompanying NEPA document? No
3. Are there any interested or affected agencies or parties? No
4. Has consultation with all affected agencies or tribes been completed? No
5. Are there any connected, cumulative, or similar actions as part of the proposed action? (*e.g., other development projects in area or identified in GMP, adequate/available utilities to accomplish project*) No

E. INTERDISCIPLINARY TEAM SIGNATORIES

<u>Interdisciplinary Team</u>	<u>Field of Expertise</u>
Don L. Neubacher	Superintendent
Woody Smeck	Deputy Superintendent
Michael Gauthier	Chief of Staff
Kathleen Morse	Chief of Planning
Randy Fong	Chief of Project Management
Teri Austin	Chief of Administration Management
Ed Walls	Chief of Facilities Management
Linda C. Mazzu	Chief of Resources Management & Science
Tara Riggs	Acting Chief of Business and Revenue Management
Tom Medema	Chief of Interpretation and Education
Charles Cuvelier	Chief of Visitor and Resource Protection
Ruth Middlecamp	Project Leader
Ann Roberts	Acting Environmental Planning and Compliance Program Manager
Renea Kennec	NEPA Specialist

F. SUPERVISORY SIGNATORY

Based on the environmental impact information contained in the statutory compliance file and in this environmental screening form, environmental documentation for this stage of the subject project is complete.

Recommended:

Compliance Specialists	Date
<u>//Renea Kennec//</u> Compliance Specialist – Renea Kennec	<u>//7/13/12//</u>
<u>//Ann Roberts//</u> Acting Compliance Program Manager – Ann Roberts	<u>//7/23/12//</u>
<u>//Randy Fong//</u> Chief, Project Management – Randy Fong	<u>//7/27/12//</u>

Approved:

Superintendent	Date
<u>//Don L. Neubacher//</u> Don L. Neubacher	<u>//8/1/12//</u>

*The signed original of this document is on file at the
Environmental Planning and Compliance Office in
Yosemite National Park.*



National Park Service
U.S. Department of the Interior

Yosemite National Park
Date: 07/13/2012

PARK ESF ADDENDUM

Today's Date: July 13, 2012

PROJECT INFORMATION

Park Name: Yosemite National Park
Project Title: 2012-023 Commercial Use Authorizationi - Commercial Passenger Transportation
PEPC Project Number: 41782

Project Type: Permit - Commercial Use Authorization (CUP)
Project Location:
County, State: Mariposa & Tuolumne Counties, California
Project Leader: Ruth Middlecamp

PARK ESF ADDENDUM QUESTIONS & ANSWERS

ESF Addendum Questions	Yes	No	N/A	Data Needed to Determine/Notes
SPECIAL STATUS SPECIES CHECKLIST				
Listed or proposed threatened or endangered species (Federal or State)?		No		
Species of special concern (Federal or State)?		No		
Park rare plants or vegetation?		No		
Potential habitat for any special-status species listed above?		No		
NATIONAL HISTORIC PRESERVATION ACT CHECKLIST				
Entail ground disturbance?		No		
Are any archeological or ethnographic sites located within the area of potential effect?		No		
Entail alteration of a historic structure or cultural landscape?		No		
Has a National Register form been completed?			N/A	
Are there any structures on the park's List of Classified Structures in the area of potential effect?			N/A	
WILD AND SCENIC RIVERS ACT CHECKLIST				
Fall within a wild and scenic river corridor?		No		

ESF Addendum Questions	Yes	No	N/A	Data Needed to Determine/Notes
Fall within the bed and banks AND will affect the free-flow of the river?		No		
Have the possibility of affecting water quality of the area?		No		
Remain consistent with its river segment classification?			N/A	
Fall on a tributary of a Wild and Scenic River?		No		
Will the project encroach or intrude upon the Wild and Scenic River corridor?		No		
Will the project unreasonably diminish scenic, recreational, or fish and wildlife values?		No		
Consistent with the provisions in the Merced River Plan Settlement Agreement?	Yes			
WILDERNESS ACT CHECKLIST				
Within designated Wilderness?		No		
Within a Potential Wilderness Addition?		No		

YOSEMITE NATIONAL PARK
Commercial Use Authorization

(20## COMMERCIAL BUS OPERATIONS)

1. Holder (Fill in information below. Please print legibly.)

OWNER NAME ↓

Park Alpha Code: YOSE

COMPANY ↓

Authorization #: 8800-##- (Official Use Only)

MAILING ADDRESS ↓

Type of Use: Commercial Services

Date Authorization Approved ##/20##
(PEPC# 41792)

TELEPHONE NUMBER ↓

↓ FAX NUMBER

Reviewed 11/20##

Expires 01/31/20##

Calif. PUC Authority # | Dept of Transportation Authority #

TCP-

DOT-

MC-

2. The Holder is hereby authorized to use the following described land or facilities in the above named area:
Areas within Yosemite National Park open to the general public and designated by the attached permit conditions.

3. The authorization begins on January 1, 20##

4. The authorization expires after January 31, 20##

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions) **The Holder is authorized to operate commercial passenger carrying vehicles (bus, van, auto and/or limousine) for the purpose of transporting organized tour groups within Yosemite National Park.**

XX Out- of- Park: The visitor services described above must originate and terminate outside of the boundaries of the park area. This authorization 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 visitor services 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; 36 CFR Parts 1-7**

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

8. NHPA Section 106 Compliance: No Effect No Adverse Effect, pursuant to conditions 31(G), 40, and 40(B).

9. APPLICATION FEE Received Not Required X Amount

10. LIABILITY INSURANCE: Required X Amount \$ (Reference Condition #19, Pages 5-6)

11. COST RECOVERY: Required Amount \$ **350.00 (Fee Waived for commercial bus companies)**

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.

12. Signatures.

Authorization Holder: _____ (_____)
Signature (Print Name & Title) Date

Authorizing NPS Official: _____
Signature (for) Superintendent Yosemite National Park Date

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 park 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. 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. **Liability 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 agreement 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.
4. **General Liability Insurance:** Holder agrees to carry comprehensive 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 be in the amount of ([See Condition #19 of this authorization](#)) and underwritten by a United States company naming the United States of America (National Park Service, Yosemite National Park, P.O. Box 700, El Portal, California, 95318) as additionally insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. **Cost Recovery:** 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 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 Holder 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 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. **Transfer of Authorization:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. **Termination of CUA:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. **Preference to Renew:** 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.

10. **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 park area Superintendent.

11. **Report of Gross Receipts:** The 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 Holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. **Record of Accounts:** The Holder is to maintain an accounting system under which its accounts can be readily identified with 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 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

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 Bus: For the purpose of this authorization the term “Commercial Bus” shall mean any type of commercial transportation service provided to park area visitors where passengers are conveyed into and/or out of the park area by motor vehicle for a direct to indirect fee or charge and, except for on-board interpretative services, no other services are provided. This definition includes, but is not limited to sedans, SUVs, mini-vans, vans, mini-buses, motor coaches, taxis and limousines used for commercial transportation services. This definition does not allow for guided hiking, backpacking or bicycling activities conducted by the Holder. (See Special Park Condition 22.)

Commercial Tour: For the purpose of this authorization the term “Commercial 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 an organization that realizes financial gain through the provision of the service. (Tours involving guided hiking, backpacking, photography workshops or other types of guided activities are required to obtain a separate CUA for those activities.) (See Special Park Condition 22.)

Non-commercial (Private Charter) Tour: For the purpose of this authorization the term “Non-commercial Tour, Private Charter and/or Private Charter Tour” shall mean a group that is traveling together, such as scouts, a club, a church or a family reunion that has created its own itinerary. This may also include not for-profit groups that derive no taxable income from providing leisure or recreational services (The tour must be initiated and planned by a private individual and/or group and must be operated on a not-for-profit basis. The use of a commercial bus for transportation of this group does not constitute a “commercial tour”. (Reference NPS Directors Order 22.) (Nonprofit tours involving guided hiking, backpacking, photography workshops or other guided activities may be required to obtain a separate Special Use Permit for those activities.) (See Special Park Condition 22.)

Tour Group: Unless otherwise specified, for the purpose of this authorization the term “Tour Group” shall mean any group of passengers, private or commercial, using any mode of commercial transportation to travel in Yosemite National Park.

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>.

13. **Acknowledgement** - 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, *i.e.*, visitor understanding and enjoyment of the Park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture of the Park to their clientele.

14. **Out of Park Business** - Services must originate and terminate outside of the boundaries of the park area. The Holder may not advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park.

15. **Carry Permit:** The Holder shall carry a copy of the **entire** twelve (12) page, 2012 Commercial Use Authorization, along with the parking information, on board all buses entering Yosemite National Park.

16. **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 or natural events. 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.

17. **Employee / Agent Responsibility** - The Holder and all participants authorized herein must comply with the conditions of this authorization including all exhibits or amendments or written directions of the Park Superintendent. The Holder shall insure that all employees and customers (Tour Group Company/Guides) entering the Park are informed of all "Special Park Conditions" of this authorization. (The Holder may be cited for any violations of the authorization committed by their employee and/or agent while acting under this authorization.)

18. **Damages** - The Holder shall pay the United States for any damage resulting from this use, which would not reasonably be inherent in the use, which the Holder is authorized to make of the park area described in this authorization.

19. **Indemnification** - The Holder shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Holder, his employees, subcontractors or agents under this authorization.

A. (1) The Holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agree to comply with any revised insurance limits the Director may require during the term of this authorization.

(2) 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.

(3) 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.

B. General Liability. The Holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than limits set by the Federal Motor Carrier Safety Administration (FMSCA) for interstate motor carriers and by the California Public Utilities Commission for California (CPUC) based motor carriers.

<u>Amount of Coverage</u>	<u>Vehicle Seating Capacity</u>
---------------------------	---------------------------------

(1) \$750,000	for any vehicle with a seating capacity of 7 passengers or less. (CPUC)
---------------	---

(2) \$1,500,000	for any vehicle with a seating capacity of 15 passengers or less. (FMCSA)
Or -	for any vehicle with a seating capacity 8 passengers through 15 passengers, inclusive (CPUC)

- (3) \$5,000,000 for any vehicle with a seating capacity of 16 passengers or more.(FMCSA & CPUC)

C. The Holder shall provide insurance coverage based upon the largest capacity vehicle it will operate in the Park. The Superintendent reserves the right to revise the minimum required limits. If claims reduce available insurance below the required per occurrence limits, the Holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

- (1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the **United States of America is named as Additional Insured.**

20. Acknowledgement of Risk (Waivers of Liability) – NPS policy states that operators cannot require visitors (clients) to waive their right to hold CUA holders responsible for actions.

- A. The Holder **is not** permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer and/or indemnification agreement.
- B. The Holder is permitted to request or require clients to sign an acknowledgement of risk statement or form prior to participation.
- C. The Holder may require or request a client sign a form or statement indicating that the client has certain prerequisite skills that may be required to participate in the commercial activity.
- D. If the Holder uses an acknowledgement of risk form, a current copy of the form must be sent to the Office of Special Park Uses for written approval prior to issuance of the CUA. A CUA will not be approved if the Acknowledgement of Risk for is not approved by the park.
- E. A sample Acknowledgement of Risk form may be obtained by contacting the Office of Special Park Uses at 209-379-1851 or by going to the park website <http://www.nps.gov/yose/parkmgmt/businesswithpark.htm>

21. Advertising - Advertising for the authorized activity shall not state or imply endorsement by Yosemite National Park or the National Park Service. Commercial photography or commercial filming of advertisements within Yosemite National Park may require a separate filming permit which must be approved by the Superintendent. (Contact the Office of Special Park Uses at (209) 379-1858 for further information.)

22. Additional Permits – The Holder may be required to obtain additional permits to conduct activities not authorized by this permit. It is the responsibility of the **Commercial Tour Operator** to obtain any additional authorization for activities not covered under this CUA. Examples of additional authorization requirements, though not limited to these, are any situations requiring a wilderness use permit, guided hiking on park trails, livestock use, educational seminars, etc. **(Note) Commercial bicycle tours are not allowed within Yosemite National Park.** For additional information or authorization regarding additional tour activities contact the Office of Special Park Uses at (209) 379-1851.

23. Entry Fees** - Holder agrees to pay **all applicable** entrance fees in effect at the time of arrival at the Park entrance station or designated fee collection site. The entrance fee must be paid in full at the time of entry, or upon exit if the entrance station is closed during entry. It is **mandatory** that drivers or group leaders have in their possession an authorized credit card, company check, money order or the correct amount of cash to pay the entrance fee in full. Companies paying by check must write their tax identification number (TIN) on the front of the check.

Commercial Fee:

- Commercial sedan (up to six (6) seats) \$25 commercial vehicle fee plus \$10/passenger.
- Commercial van (seven (7) to fifteen (15) seats) \$125.
- Commercial mini-bus (sixteen (16) to twenty five (25) seats) \$200.
- Commercial motorcoach (twenty six (26) or more seats) \$300.

Note that fees are based on seating capacity not occupancy. The seating capacity is determined by the original vehicle capacity as designed by the manufacturer of the vehicle, not on the number of passengers in the vehicle or the passenger capacity of the vehicle after any subsequent retrofitting, such as the removal of seats. Passenger capacity excludes driver.
(Contact the Fee Management office at 209-372-0207 for further information. The Park entry fee allows for a consecutive seven-day visit. For a group making a multiple day visit to Yosemite the entry fee entitles the "same group" on the "same bus/vehicle" to enter for up to seven consecutive days for the one entry fee. Checks may be made payable to the "Department of Interior/National Park Service" or "DOI / NPS". Checks must have the company tax identification number (TIN) written on the front.)

24. Fee Fraud - Attempting to avoid payment of appropriate fees is a violation of federal law. **Any attempt to avoid paying the required fees will result in the revocation of this authorization and the Holder will be subject to criminal prosecution.**

25. Safety - The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other Park visitors, and Park employees.

26. Harassment of NPS Employees - Any harassment or threats to any NPS employee by the Holder will result in the suspension and/or revocation of this authorization.

27. Proof of Operating Authority: 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.

28. Suspension or Revocation of PUC and/or DOT Authority: If, for any reason, the Holder's PUC and/or U.S. Department of Transportation authority is placed in any status other than "Active", this Authorization will be immediately suspended and the Holder will not be allowed to enter Yosemite National Park. No prior notice of this suspension by Yosemite National Park is necessary. After such a suspension has occurred, the Holder must apply for reinstatement of their CUA, show proof of their reinstatement by PUC and/or DOT and receive written authorization from Yosemite National Park **prior** to entering the Park.

29. Park Surveys: The Holder agrees to cooperate in surveys conducted by Yosemite National Park, designed to assist in Park management actions.

30. Rules of the Road - All vehicles will comply with posted traffic regulations. The Holder shall take every safe opportunity to use roadside turnouts to allow traffic to pass.

31. Scenic View Stops – Buses travelling through the Yosemite Valley are limited to the use of the following locations: (The availability of these areas is dependent upon activities in these areas.)

- A. **Wawona Road** (Hwy 41), Tunnel View and Inspiration Point.
- B. **Bridalveil Straight** (Bridalveil Fall and El Capitan View area), on either side of one-way road (Southside Drive, eastbound). Buses are prohibited from entering the Bridalveil Fall parking lot.
- C. **Sentinel Bridge**, to view Half Dome. Buses must only park in the marked bus parking spaces, located on the North side of the bridge.
- D. **Devil's Elbow**, Northside Drive (westbound), on the right side leaving Yosemite Valley and prior to El Capitan Meadow.
- E. **El Capitan Meadow Straight**, Northside Drive (westbound), on left side of roadway in paved parking area.
- F. **Valley View**, Northside Drive (westbound), in paved parking area on the left side of the road, leaving Yosemite Valley, and prior to the Hwy 41/140 split.
- G. **Fern Springs**, No **stopping is allowed at the Fern Springs** turnout located on Southside drive, just past the Pohono Bridge. (**This includes all commercial buses and vans.**)

32. **Designated Drop Off Points: The National Park Service reserves the right to specify in-park drop-off and pick-up points for use by the Holder. *Holders operating **mini-buses and/or motor coaches** must use designated passenger loading/unloading zones and bus parking areas. The Holder must follow instructions from Park Rangers and/or Traffic Managers regarding loading/unloading passengers and bus parking.*

- A. (**Yosemite Valley** – refer to the 2012 Yosemite Valley Commercial Tour Bus, Parking, Loading and Unloading Information Sheet.) Unless prior written authorization is given by the Superintendent or the exceptions listed below in paragraphs B and C are met, all mini-buses, full-size buses and motor coaches must drop off their passengers at the “Yosemite Lodge...” bus loading/unloading zone. For passenger safety, drivers are not allowed to use the bus parking lots to load and unload passengers.

(Regarding “Designated Drop-Off Points”, the following exceptions apply;)

- B. (**The Ahwahnee Hotel**) Buses with groups that have hotel or meal reservations at the Ahwahnee Hotel may drive to the Ahwahnee shuttle bus stop or area directed to by a bellman to off-load or load their passengers. The bus must then be driven to the “Yosemite Lodge...” bus parking lot. Passengers should be instructed to be at the designated pick-up point at least fifteen (15) minutes prior to the buses arrival to pick up the group. Buses may be cited if they block the Ahwahnee shuttle bus stop for longer than five (5) minutes.

(Regarding “Designated Drop-Off Points”, the following exceptions apply;)

- C. (**Curry Village**) Buses with groups that have hotel or meal reservations at Curry Village may drive to the Curry Village Tour Deck bus stop to off-load or load their passengers. After unloading their passengers the bus must be driven to the “Yosemite Lodge” bus parking lot. Passengers must be instructed to arrive at the designated gathering point at least fifteen (15) minutes prior to the buses arrival to pick up the group. Because this location is shared by the DNC Tram-tour, buses may be cited if they block the Curry Village Tour Deck bus stop for longer than ten (10) minutes.

- (1) (**Yosemite Institute & School Buses**) Buses transporting Yosemite Institute groups and school groups to their lodgings at Curry Village should contact Ranger Dave Henderson (209-379-0600) for information regarding passenger drop-off and bus parking.

33. Bus Parking: Possession of this authorization does not guarantee the availability of bus parking within Yosemite National Park. The Holder will abide by all special parking requirements as designated by the Superintendent.

A. (Developed areas) The Holder may not park in residential areas.

B. (Parking Lots) Buses may not park in, or across, designated car parking spaces.

C. (Double parking) is prohibited.

D. (Yosemite Valley) – (*Vans or smaller vehicles are not included in this condition.*) Except when picking-up or dropping-off passengers, buses must be parked in authorized parking lots. Drivers may not use their bus for personal transportation within Yosemite Valley. When the shuttle bus system is operating drivers must use the free shuttle bus or arrange other transportation.

E. (Roadside Turnouts) The Holder will allow only one bus at a time, per company, to park at the following scenic turnouts:

(1)**Devil's Elbow**, located along Northside Drive approximately ¼ mile west of the El Capitan Picnic Area.

(2)**Bridalveil View**, located approximately ½ mile west of El Capitan Meadow on Northside Drive.

(3)**Valley View**, located along Northside Drive approximately ¼ mile east of the Pohono Bridge/Hwy 140 cross over.

(The popularity of these locations requires that large vehicles be kept to a minimum to allow for use by the general public. Company buses should plan to stagger their stops at these locations when traveling in groups.)

F. (Mariposa Grove of Big Trees) Buses and other vehicles over forty (40) feet in length are prohibited on the Mariposa Grove Road. (This includes buses with groups holding Educational Fee Waivers.) Vehicles towing trailers are prohibited on the Mariposa Grove Road. Parking at the Mariposa Grove of Big Trees is limited. When the bus parking lot at the Mariposa Grove fills to capacity, the inbound lane to the Grove will be closed to all buses. Buses will be directed to the free Big Trees (Grove) Shuttle Bus, located at the Wawona Store parking lot, to off-load their passengers when this service is available.

G. (Wawona Store Parking Lot) Buses may not park in or across designated car spaces or on the roadways. Unless directed otherwise by a Park Ranger, buses should park in the dirt lot across from the store, on the west side of the Wawona Road (Hwy 41) after unloading their passengers at the Big Trees Shuttle Bus Stop or Pioneer History Center.

H. (Tuolumne Grove Parking Area:** The Tuolumne Grove parking area has limited parking space. Buses and Mini-buses may not park in the main parking lot. While bus parking is not recommended for this area, buses will be allowed to park in the overflow area, located along the access road on the south side of the parking lot, if space is available. The access road may not be blocked by vehicles parking in that section. (See Tuolumne Grove parking map.)

34. Off-loading Passengers - The Holder will be responsible for controlling passengers at those places where the vehicle stops and off-loads. The Holder shall ensure that clientele do not obstruct vehicular or pedestrian traffic. This will include keeping passengers from walking into the roadway and obstructing traffic, and from walking in the areas posted as sensitive, where resource damage may result. Loading or unloading of passengers on to roadways, driveways, handicapped parking stalls, etc. is prohibited.

35. Idling: The Holder is prohibited from allowing their vehicle engine to idle more than five (5) minutes per stop. Vehicle engines must be shut off if the stop will last longer than five (5) minutes. This includes idling while waiting in parking areas or wayside turnouts.

36. Vehicle Exhaust: All vehicles will be properly maintained to insure 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.

37. Length and Size Limits: Commercial passenger carrying vehicles exceeding forty-five (45) feet in length or 102 inches in width are prohibited within Yosemite National Park. Additional size restrictions may be added for any Park roadway when deemed necessary by the Superintendent.

The following restrictions currently apply to specific park roadways:

- A. **Hwy 140, El Portal Road:** *On Highway 140, within Yosemite NP, commercial passenger carrying vehicles exceeding twelve (12) feet six (6) inches in height, and/or 102 inches in width are prohibited.*
- B. **Hetch Hetchy Road:** Buses and other vehicles, and combination of vehicles over 25 feet in length, and 96 inches wide are prohibited on the Hetch Hetchy Road.
- C. **Mariposa Grove Road:**
Unless permitted by the Superintendent, buses and other vehicles over forty (40) feet in length are prohibited on the Mariposa Grove Road. Vehicles towing trailers are prohibited on the Mariposa Grove Road. There is a seven (7) ton weight limit on the road.
(Parking at the Mariposa Grove of Big Trees is limited. When the bus parking lot at the Mariposa Grove fills to capacity, the inbound lane to the Grove will be closed to all buses at the gate located near the South Entrance Station. Buses will be directed to the free Big Trees Shuttle Bus Stop, located at the Wawona Store parking area, to off-load their passengers when this service is available. This does not include buses operated by the concessioner.)
- D. **Glacier Point Road:** Due to the narrow road conditions, **private buses, commercial buses and school buses exceeding thirty (30) feet in length are prohibited from driving beyond the Badger Pass Turnoff to the Glacier Point area.** Vehicles towing trailers are prohibited beyond the Sentinel Dome park lot.
- E. **Glacier Point:** Due to the limited parking the following conditions exist;
 - (1) Mini-Buses and Vans may not use the bus passenger drop-off area in front of the Glacier Point restrooms to drop-off or pick-up passengers, unless loading or off-loading persons with mobility impairments, the vehicle must then be moved and parked in an approved parking space. This area is to be used for concessioner buses and emergency vehicles only.
 - (2) Mini-Buses must park within the designated bus parking lanes located at the upper parking lot and may not park in a manner so as to block traffic flow or blocking individual auto parking spaces.
 - (3) Vans are prohibited from parking in the Bus/RV parking area even when all car spaces are taken. (Refer to paragraph 4, "Overflow Parking")
 - (4) Overflow Parking: There is limited parking at Glacier Point. In the event that there is no available parking at the Glacier Point parking lot, mini-buses and vans must park at Washburn Point while waiting for their group. Passengers are to be picked up at the upper Glacier Point parking lot in the bus parking area. Mini-Buses and vans are not to be left unattended during this pick up time if parking is unavailable, and may not park in any manner so as to block traffic flow.

38. Tire Chains (tire traction device): The Holder's vehicle(s) must be equipped with, and be carrying approved traction control devices when entering chain control areas within Yosemite National Park. **Bus may use Caltrans approved cable chains.** Vehicles with an unladen weight over 6,000 pounds (6,500 lbs. for four wheel drive) must use approved tire traction devices when restriction level 1 (R-1) conditions exist, Chain Control Signs will read "Autos with Snow Tires or Chains .O.K.." Note: **In the event that conditions exist that necessitate the use of metal link chain traction control devices, cable chains will not be allowed.**

[Chain controls are "Active" when the chain control signs are displayed, facing oncoming traffic. Yosemite National Park does not use an electronic flashing light system to notify drivers of "Active" chain control areas. Vehicles must chain up at the first safe turnout available nearest the "Active" chain control sign.]

39. Picnicking:

- A. Unless authorized by the Superintendent in writing, motor coaches and mini-buses are **prohibited from entering the following picnic areas:**
 - (1) **Cathedral Beach Picnic Area** (Yosemite Valley)
 - (2) **Sentinel Beach Picnic area** (Yosemite Valley)
 - (3) **Murphy Creek Picnic Area** (Tenaya Lake)
- B. The Holder may not allow passenger to use the shuttle bus bench areas for picnicking. These areas are for shuttle bus loading and unloading only.
- C. **Swinging Bridge Picnic Area:** Buses are prohibited from using the Swinging Bridge parking lot located in Yosemite Valley on Southside Drive approximately ¼ mile west of the Yosemite Chapel.

40. Supervision/Compliance: *The Holder shall provide adequate supervision of its employees and clients to ensure that the Park's geological, biological, historical and archeological resources are not disturbed. The Holder is responsible for informing its employees and clients of Park regulations and assuring compliance.*

Supervision includes, but is not limited to:

- A. **Area Use:** The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of as required by the Superintendent.
- B. **Protection of Natural Resources and Cultural Artifacts (Historic and Prehistoric)** - *Holder will not allow passengers to disturb or remove any natural, cultural and/or historic items from the Park, including arrowheads or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.*
- C. **Feeding Wildlife** - Park regulations prohibit the feeding of any wildlife in Yosemite National Park; Holder will enforce this regulation with its passengers.
- D. **Unattended Food:** Food may not be left unattended if not stored in approved storage containers. Food will be considered to be unattended when it is placed outside of the bus and not within arm's reach of the agent or client. Food, such as lunch boxes, left unattended may be confiscated and the agent and/or company cited for improper food storage
- E. **Trash Items – Food refuse including wrappings and containers must not be placed into open-topped dumpsters.** *The Holder must not leave any items on top-of or next-to garbage cans, this is considered improper disposal. The Holder must supply a large garbage bag for their group to collect the group's garbage when supplying box or bag lunches. All garbage and refuse must be placed into bear resistant garbage cans, or transported out of the Park by the Holder.*

F. Cigarette Butts— The Holder will **not allow passengers and/or drivers who smoke to discard their cigarette butts on the ground.** A container must be provided for this purpose and passenger be made aware of this regulation.

41. Restroom Facilities Restricted Use: Due to health and safety issues the following areas are specifically closed to motor coach and mini-bus passenger use:

- A. Tuolumne Grove Parking area restrooms located at Crane Flat.
- B. Swinging Bridge picnic area restrooms located in Yosemite Valley.
- C. All Park Entrance Station restrooms.

Under no circumstances will the Holder allow clients to dispose of human body waste anywhere except in approved restroom facilities, provided for that purpose.

(Small, Park roadside restroom facilities, such as those at the Park entrance stations and other roadside turnouts, cannot handle the sudden large volume of use that occurs when large groups use the facilities. Groups should try to plan rest stops at larger facilities prior to entering the Park or use those facilities listed below while in the Park. Violators may be held responsible for all cost associated with pumping and cleaning to these restrooms as well as the any resource damage that might occur.

Bus passengers may use facilities that are built to handle a large volume of use, such as those located at the:

- >Chinquapin/Glacier Point Rd. Junction
- >Valley Visitor Center
- >Yosemite Lodge
- >Yosemite Falls Picnic Area,
- >Yosemite Village Store/Grill Shopping Area
- > Yosemite Village, Degnan's Deli
- > Tuolumne Meadows Visitor Center

42. Report of Incidents: The Holder is required to report ANY personal injury and/or property damage incident occurring within the Park involving Holder vehicles, clientele, and/or employees. The report must be made to a Law Enforcement Ranger at the first available opportunity before leaving the Park. A report will consist of a written or verbal description of the incident. *(If a Park Ranger is unavailable, a report may be made by calling the Park Desk Officer at (209) 372-0608 or a brief written report stating the basics of the incident: who, what, where, when, and how, may be left with the nearest Entrance/Exit Station or faxed to this office.)* The Holder must cooperate with any investigation of the incident by National Park Service personnel.

43. Park Information: The Holder will insure 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.)*

44. 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.

45. Commercial Passenger Vehicle Safety Inspections: The Holder shall cooperate fully regarding the inspections of commercial tour vehicles in Yosemite National Park. (For visitor safety the Superintendent has authorized a program for Commercial Tour Vehicle safety inspections to be conducted, unannounced, each year in the Park. Vehicles are checked for safety and mechanical deficiencies, compliance with current state and federal laws and regulations. Drivers licenses, medical certificates and logbooks are also checked.)