

COMMERCIAL USE AUTHORIZATION
Permit Application Information
Canaveral National Seashore / Merritt Island NWR

- Please fill out application completely, being sure to sign, date & initial where indicated.
- Submit your completed application to Canaveral National Seashore's headquarters office, along with your payment and clear, legible, valid copies of all required documents indicated in the instructions. Emailed applications & attachments will not be accepted. Photo images (JPEG, GIF) of application documents will not be accepted. Mail or bring your completed application package to park headquarters, located at:

Canaveral National Seashore, 212 S. Washington Avenue, Titusville, FL 32796

- **INSURANCE:** Your insurance policy must contain an endorsement which specifically names the **U.S. FEDERAL GOVERNMENT** as "**additional insured.**" Terms such as "Certificate Holder" or "Interested Party" are insufficient, and do not meet this requirement. Applications received without this endorsement clearly stated on the insurance policy will not be processed.

TERM OF PERMIT: A Commercial Use Authorization Permit is valid for 12 months, subject to compliance with all applicable permit conditions during the contract period.

- **PERMIT FEE:** \$250.00
We accept personal checks or money orders made payable to "NATIONAL PARK SERVICE." Cash payments for permits are also accepted, but you must have the exact amount, as we are unable to make change at the headquarters office.

Please note: Submission of your permit application does NOT grant temporary authorization to engage in the commercial activity while your permit is being processed. You must have the valid permit in your possession before you engage in the commercial activity you applied for.

COMMERCIAL USE AUTHORIZATION (CUA)

- Application Instructions -

for Canaveral National Seashore / Merritt Island National Wildlife Refuge

If you provide commercial services within the boundaries of Canaveral National Seashore (CANA) or the Merritt Island National Wildlife Refuge (MINWR), a permit is required by law. To apply for a Commercial Use Authorization permit (*formerly known as an "IBP"*) to operate as a commercial fishing guide within CANA or MINWR, please follow the procedure below:

- Legibly print or type all requested information on your application forms. Ensure all application pages are signed and dated where indicated.

The following valid documents, issued to the applicant, must be presented when applying for a commercial guide permit. (If you are applying by mail, you will need to submit legible copies of these documents, which will be destroyed after the information has been reviewed and noted):

- **U.S. Coast Guard Motorboat Operator License** for Uninspected Passenger for Hire Vessels (6-pack license) clearly showing your name, permit number, and issue date. Both sides of license need to be copied.
- State of **Florida Charter Captain fishing license** with the appropriate endorsements.
- **Vessel(s) Registration**. Registration use needs to be completed as "Commercial."
Note: Permit boat decals are only issued to applicants who are the registered boat owner.
- **Liability Insurance Declaration Page**. **Your insurance policy declaration page must contain an endorsement naming the United States of America as additionally insured. The National Park Service should also be listed on the certificate of insurance as a certificate holder. Permit applications received without the required endorsements will not be processed.** The minimum amount of liability coverage required is **\$500,000.00** dollars.

Submit completed application to:

Canaveral National Seashore

212 S. Washington Ave.

Titusville, Florida 32796

Substantive errors, omissions, illegible entries, missing or expired documentation will delay the processing of your permit. Normal permit processing time is 5-7 business days. All processed permit applications must be reviewed by the Chief Ranger or Superintendent before they are approved. Commercial permits are not issued on a same-day, walk-in basis. Applicants are strongly encouraged to submit their completed application paperwork and payment a minimum of 10 days prior to the date you would like the permit to be valid.

Throughout the term of your permit, you must maintain valid required licenses, registrations and insurance documents incidental to the permitted activity, and present them to authorized agency personnel upon request.

National Park Service
 Canaveral National Seashore
 212 S. Washington Avenue
 Titusville, Florida 32796
 (321) 267-1110



Application for Special Use Permit

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** A nonrefundable processing fee of **\$250.00** must accompany this application unless the requested use is an exercise of a First Amendment right. You must allow sufficient time for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured.

Applicant Name:	Telephone #:
Organization Name:	Cell phone #:
Social Security or Tax ID #:	Fax#:
Street/Address:	Email:
City/State/Zip Code:	

Proposed activity: _____

Preferred Date	Preferred Location	Preferred Time
Alternate Date(s)	Alternate Location(s)	Alternate Time(s)

Alternatives will be considered if first choice is not available.

Maximum Number of Participants _____ Maximum Number of Vehicles _____

List of equipment (i.e. tables, chairs, grills, sound system, etc.)

Individual in charge of activity onsite (include cell phone number) and authorized to make decisions related to the permitted activity:

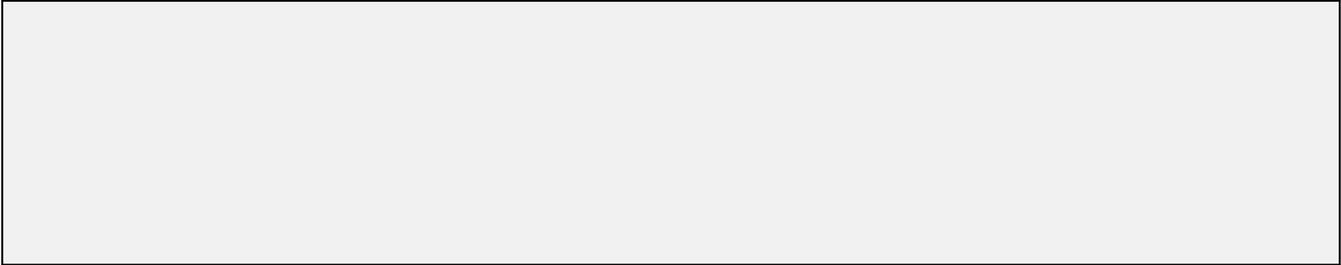
Have you visited the requested area? Y N
 Is this an exercise of a First Amendment rights? Y N

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature: _____ Date: _____

Note: This is an application only, and does not serve as permission to conduct any special activity in the park. The information provided will be used to determine whether a permit will be issued. Send the completed application along with the application fee in the form of a cashier's check or money order made payable to **National Park Service** to the permit coordinator at the Park address found on the first page of this application.

If your request is approved, a permit containing applicable terms and conditions will be sent to you. The permit must be signed by the responsible person and returned to the park for final approval by the Park Superintendent before the permitted activity may begin.



Notice to Customers Making Payment by Personal Check: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

NOTICES

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service (31 U.S.C. 7701). Information from the application may be transferred to appropriate Federal, State, and local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement: We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to provide the park managers the information needed to decide whether or not to allow the requested use. All applicable parts of the form must be completed in order for your request to be considered. You are not required to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 15 minutes per response, including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1849 C Street, NW (1237), Washington, D.C. 20240.

Title 18 U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.



United States Department of the Interior

National Park Service
Canaveral National Seashore
212 S. Washington Ave.
Titusville, FL 32796
(321) 267-1110

Fish and Wildlife Service
Merritt Island National Wildlife Refuge
P.O. Box 2683
Titusville, FL 32781
(321) 861-2805



COMMERCIAL USE AUTHORIZATION GENERAL PERMIT CONDITIONS

1. Maximum size of party, passengers, capacity: The Permittee shall comply with all specifications regarding party size, passengers and capacity listed in the Canaveral National Seashore's General Management Plan, Backcountry Management Plan, the Superintendent's Compendium, the Merritt Island Wildlife Refuge Comprehensive Conservation Plan and any attachments to this document.
2. The Permittee shall exercise this privilege subject to the supervision of the Superintendent and Refuge Manager. The Permittee and participants shall comply with all the conditions of this permit and its attachments, all written directions of the Superintendent and Refuge Manager, and applicable laws and regulations of the areas. This permit is applicable only for use of the areas under the terms designated within.
3. The Permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations. The Permittee will comply with applicable public health and sanitation standards and codes.
4. Damages - The areas authorized for use under this permit must be left in substantially the same condition as prior to the activities authorized herein. All refuse shall be disposed of as required by the Superintendent and Refuge Manager. The Permittee assumes liability for any damages to property of the United States resulting from the activities authorized hereunder.
5. Benefit - Neither members of, nor delegates to Congress shall be admitted to any share or part of this permit or derive, either directly or indirectly, any monetary benefit to arise there from. This restriction shall not be construed to extend to any incorporated company, if the permit is for the benefit of such corporation.
6. Assignment - This permit may not be transferred, extended, or assigned under any circumstances.
7. Revocation and Suspension - This permit may be revoked at any time at the discretion of the Superintendent or Refuge Manager without compensation to the Permittee or liability to the United States.
8. This permit may be suspended at the discretion of the Superintendent or Refuge Manager when necessary for the protection of visitors or park resources without compensation to the Permittee or liability to the United States.

9. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation.[36 C.F.R. §2.32(4)]
10. The Permittee will have none of the rights or privileges of Public Law 89-249 (National Park Service Concessions Policies Act of 1965), or Public Law 105-391 (National Park Service Concessions Management Improvement Act of 1996), and will not be considered a concessionaire to the National Park Service. Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated there under, whether now in force or hereafter enacted or promulgated. This permit does not constitute a concession contract or permit within the meaning of 16 U.S.C. 20 et seq., and, specifically, no preferential right of renewal attaches to this permit.
11. This permit does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
12. Indemnification - The Permittee shall save, hold harmless, defend, and indemnify the United States of America, 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 Permittee, his employees, subcontractors or agents under this permit.

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

(a)(2) The Permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Permittee's insurance program hereunder.

(a)(3) Neither the National Park Service nor the U.S. Fish and Wildlife Service shall be responsible for any omissions or inadequacies of insurance coverage(s) and amount(s) if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

b. Public Liability.

The Permittee shall provide comprehensive general liability insurance and/or automobile liability insurance against claims occasioned by actions or omissions of the Permittee 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 \$300,000 PER OCCURRENCE COVERING BOTH BODILY INJURY AND PROPERTY DAMAGE.** If claims reduce available insurance below the required per occurrence limits, the Permittee 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.

(b)(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

15. Unacceptable Impacts to Park or Resource Values and Mitigation - At the discretion and approval of the Superintendent and/or Refuge Manager, the Permittee will take adequate measures to restrict and prevent unacceptable impacts to park or resource values on the lands covered by the Permit. The Permittee will mitigate any damage that should occur according to the Superintendent's and/or Refuge Manager's direction.

16. Non-Exclusive Authorization. This permit shall not be construed as limiting the obligation of the Superintendent and/or Refuge Manager to issue similar permits at the request of all other persons seeking to conduct the same or similar activities in the area.

17. The following provisions are in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows:

a. The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the Superintendent, Refuge Manager, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit, may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended so that such provisions will be binding upon each subcontract or purchase order as the Superintendent or Refuge Manager may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directions by the Superintendent or Refuge Manager, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Applicant Acknowledgement & Signature

Date

REGULATIONS SPECIFIC TO COMMERCIAL FISHING GUIDES & VESSELS

The following documentation and equipment is required to be on board all commercial vessels carrying six passengers or less for hire and involved in commercial fishing within Canaveral National Seashore and Merritt Island National Wildlife Refuge (NWR).

1. All State of Florida commercial vessel registration requirements apply:
2. The operator of the vessel must possess his/her personal valid Canaveral National Seashore/Merritt Island NWR Commercial Use Authorization (CUA) permit.
3. A valid Canaveral National Seashore/Merritt Island NWR Fishing Guide sticker must be permanently displayed on the port bow of the vessel or center console.
4. The operator must possess a Florida Charter Captain Vessel License.
5. The operator must possess a current United States Coast Guard Operator of Uninspected Passenger Vessel (OUPV) License (“6-pak”).

Any additional TSA requirements for an OUPV license, such as a Transportation Worker Identification Credential (TWIC), are incumbent upon the applicant to obtain and renew.

6. Per Florida Administrative Code (FAC), Chapter 68B-21.006(3), if the passengers on board wish to keep Snook, the boat operator must possess a Snook Stamp. This stamp will cover each paying customer possessing legal Snook.
7. One type 1 Personal Floatation Device (PFD) for each person and one type IV (throw) floatation device on board the vessel. Each PFD must be outfitted with at least 200 square centimeters of retro-reflective tape (46 CFR 25.25-13).
8. Visual distress signals pursuant to 33 CFR 175.110 – one day and one night signal if using non-pyrotechnic devices, or three day and three night signals if using pyrotechnic devices. Certain pyrotechnic devices qualify for day and night use.
9. One type B-1 fire extinguisher is required to be on board.
10. A whistle, horn, or other means of producing a loud, mechanical or pneumatic sound.
11. An operable VHF radio or cell phone.
12. Public access from SR 3 (Kennedy Parkway) is limited to designated and/or posted routes and launch areas.
13. Boat launching on the Merritt Island NWR between sunset and sunrise is only permitted at Bairs Cove at Haulover Canal and Beacon 42 Boat Ramp (off State Route 3, northeast of Haulover Canal).

Air thrust boats and personal watercraft are prohibited from operation in all Refuge waters, and all waters of Canaveral National Seashore (excluding the Intracoastal Waterway {ICW}, from Marker 13 south to Haulover Canal).

14. Boat speeds are restricted to “Idle Speed” in Bairs Cove and KARS Marina and “Slow Speed/Minimum Wake” in Haulover Canal. There is a heavy use by the endangered West Indian Manatee in these areas. Please watch for manatees in other refuge waters as well.
15. NO MOTOR ZONE- The northern end of Banana River (delineated on map) is closed to all motorized boats including any boat having an attached motor, or an unattached motor that is capable of use. This includes all outboard, inboard, and electric trolling motors.
16. Accurately completed monthly catch logs must be submitted to Canaveral National Seashore’s Resource Management office each month. Please do not submit a year’s worth of monthly catch logs at renewal time. Non-compliance with the monthly catch log submission requirement is grounds for denial of renewal applications.
17. Permittees are required to submit an annual Commercial Use Authorization Survey form, for the purpose of reporting trips (to include number of paying customers on board for each trip), and gross annual receipts. **Reports are due at the end of each calendar year (Dec 31st), but no later than January 31st of the following year. Non-compliance status will render permittee ineligible for renewal.**
18. Violation of permit regulations or state or federal laws may result in the suspension or revocation of your permit.

Signature _____

Date _____

***** ILLEGIBLE APPLICATIONS CANNOT BE PROCESSED *****





United States Department of the Interior

National Park Service
Canaveral National Seashore
212 S. Washington Ave.
Titusville, FL 32796
(321) 267-1110

Fish and Wildlife Service
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P.O. Box 2683
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*** Make No Marks Below This Line ***

- FOR OFFICE USE ONLY -

Applicant has valid USCG Boat Operator License: (Y / N) Expiration date: _____

Valid Charter Captain Fishing License: (Y / N) Expiration date: _____

Valid Boat Registration: (Y / N) Registered for Commercial Use: (Y / N)

Boat Registration Type: ____ Individual ____ Crew

Boat Registration Expiration date: _____ FL Number(s): _____

Name on Boat Registration Matches Name on Permit Application? (Y / N)

Liability Insurance Information

Additional Insured endorsement clearly stated on policy: (Y / N)

Has minimum \$500,000 liability coverage. (Y / N)

Name on insurance policy declaration page matches name on application. (Y / N)

Insurance expiration date: _____

Picture identification form presented: _____

Number of boat decals issued: _____

CUA Survey Form Current report on file? (Y / N) Reporting year: _____