United States Department of the Interior
NATIONAL PARK SERVICE

Everglades and Dry Tortugas National Parks
40001 State Road 9336
Homestead, Florida 33034

In Reply Refer to:

C3827

Dear Prospective Permittee:

Enclosed is the information needed in order for you to obtain the Commercial Use Authorization required to do business in the National Park. If finalized you will have a permit to commercially operate in Dry Tortugas National Park. **In order to process your permit, please carefully review the following. Return all required documents and attachments to the address listed below:**

1. **Application**: completed and signed on page 4.
2. **Signed permit**: sign the blank permit as permittee after reading and understanding all conditions. **Carefully review conditions and initial each to indicate your understanding**. The first page of the blank permit will be completed by the National Park Service upon receipt.
3. **Application Fee:** Check for $250.00 made payable to "National Park Service". If paying by credit card, you will be contacted for your card information and your payment will be processed over the telephone.
4. **Supporting documentation**:
   - □ Occupational License/Business Tax Receipt for the municipality where business is domiciled
   - □ Proof of insurance - showing the United States of America as additionally insured or waiver of subrogation issued (See Application Insurance letter).
   - □ Government issued identification showing date to birth for all listed personnel
   - □ First Aid/CPR/AED or similar certifications for all listed personnel
   - □ Dive Master certifications if applicable
   - □ Coast Guard Captain's License for individual(s) operating vessel(s)
   - □ Florida Vessel Registration(s) - listed as commercial or charter OR
   - □ Vessel Documentation and Inspection if required by USCG

Mail to : National Park Service
Concessions Management
40001 State Road 9336
Homestead, FL 33034-6733

OR

FAX: 305-242-7018
Attn: Samantha Towery
Concessions Management Specialist

If you have any further questions, please feel free to contact Samantha Towery at (305) 242-7744 or email at everdrto_cua@nps.gov.

Sincerely,

Samantha Towery
Concessions Management Specialist
Everglades and Dry Tortugas National Parks

APPLICATION INSTRUCTIONS
COMMERCIAL USE AUTHORIZATION

OMB Control No. 1024-0268
Exp. Date: 08/31/2016

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

1. Enter the service you are proposing to provide. These are the services which are approved in the park:
   Guided Fishing Charters
   Diving/Snorkeling Trips
   Guided Wildlife Tours
   Sailing Excursions
2. Provide a description of the Service(s) you wish to provide, including the location, proposed dates if not year round, additional guides, group size, etc.
3. Respond "No" or list other parks where you will be providing this service.
4. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
5. Give the name(s) of persons designated as Authorized Agents for your business.
6. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain, share, or provide information.
7. Check the box that identifies your type of business.
8. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
9. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN**.** The NPS will not collect SSNs.
10. Provide proof of General Liability Insurance naming the United States of America, National Park Service, as additionally insured in the amounts designated in the application.
11. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
12. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details.
13. Include payment of the Application/Administrative Fee.
14. Please sign and date your application.

APPLICATION FORM
COMMERCIAL USE AUTHORIZATION

OMB Control No. 1024-0268
Exp. Date: 08/31/2016

DEPARTMENT OF THE INTERIOR
National Park Service
Dry Torutugas National Park

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service.

Dry Tortugas National Park has minimum requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include documentation of first aid training, an emergency response plan, limits to group size, etc.

(1) Service for which you are applying: ***(See list of approved services in the attached instructions)***

(2) Description of proposed Service: ***(Location, dates, Guides, number of clients, etc.)***

(3) Will you be providing this service in more than one park? Yes ☐ **No** ☐ ***If yes, list all.***

(4) Applicant: ***(Legal Business Name and DBA)***

(5) Authorized Agents:

(6) Mailing Address:

PRIMARY CONTACT INFO (Dates at this address: ***)***

Address:

City, State, Zip:

Email:

Website:

Home Phone: Cell Phone:

Fax:

ALTERNATE CONTACT INFO (Dates at this address: ***)***

If same as "Primary Contact Info", check here ☐ and go to number (6).

Address:

City, State, Zip:

Home Phone: CellPhone:

Fax:

APPLICATION FORM
COMMERCIAL USE AUTHORIZATION

(7) What is your Business Type (***Please check one below***):

☐ Sole Proprietor

☐ Partnership *(Print name of each partner. If more than two partners, attach a list of their names.)*

☐ Corporation: (State: Entity Number:)

☐ Limited Liability Corporation: (State: Entity Number:)

☐ Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)

☐ Other (Specify)

(8) State Business License Number: **Expiration Date:**

(9) Employer Identification Number (EIN):

(10) Insurance:

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is $1,000,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Vessel Liability insurance is also required at a minimum coverage amounts described below.

LIABILITY INSURANCE REQUIREMENTS	Minimum Per Occurance
General Liability	$1,000,000
ADDITIONAL VESSEL LIABILITY	
Up to 5 passengers	$300,000
6 to 12 passengers	$500,000
13 to 20 passengers	$750,000
Over 20 passengers	$1,500,000

(11) Vessels:

Will your business operate vessels within NPS boundaries? Yes ☐ No ☐

If "yes," please give a description of each vessel on the next page. Use additional pages if necessary. All vessels are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

APPLICATION FORM
COMMERCIAL USE AUTHORIZATION

MAKE OF VESSEL	VESSEL #	LENGTH	MAX # PASSENGERS	OWN	LEASE
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐

(12) NPS Employment:

Are you, your spouse, or minor children employed with the National Park Service?

Yes ☐ No ☐ *If Yes, please complete below:*

Employee:

Title:

Park and Office where employed:

(13) Criminal History:

To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes ☐ No ☐ *If Yes, provide the information. Attach additional pages if needed:*

Date(s) of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

APPLICATION FORM
COMMERCIAL USE AUTHORIZATION

(14) Fee:

Please include the Application/Administrative fee as outlined in the instructions.

(15) Signature:

False, fictitious, fraudulent statements or representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature _____ Date _____

Printed Name

Title

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 U.S.C. 101925). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.

THIS PAGE TO BE COMPLETED BY NPS

Form 10-115
Rev. 9/2013

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
DRY TORTUGAS NATIONAL PARK
COMMERCIAL USE AUTHORIZATION
UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. Authorized Activity

_____

Permit Number: DRTO-

Auth Date/Time: _____

Expires Date/Time: _____

Name of Area: _____

2. Authorization Holder Information

Business Name: _____

Contact Name: _____

Address: _____

City, ST and Zip: _____

Phone Number: _____ Fax Number _____

3. The holder is hereby authorized to use the following described land/facilities in the above named area:

4. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

☐ **Out-of-Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

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

5. NEPA Compliance:

Categorical Exclusion ☐ EA/FONSI ☐ EIS ☐ Other Approved Plans ☐ PEPC #: _____

6. Cost Recovery (Required)

Application Fee:	RECEIVED ☐	NOT REQUIRED ☐	AMOUNT _____
Administrative Fee:	REQUIRED ☐	NOT REQUIRED ☐	AMOUNT _____
Monitoring Fee:	REQUIRED ☐	NOT REQUIRED ☐	AMOUNT _____
Other Fee:	REQUIRED ☐	NOT REQUIRED ☐	AMOUNT _____

7. Insurance

Liability:	REQUIRED ☐	NOT REQUIRED ☐	AMOUNT _____
Auto:	REQUIRED ☐	NOT REQUIRED ☐	AMOUNT _____
Boat:	REQUIRED ☐	NOT REQUIRED ☐	AMOUNT _____

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

8. Signatures

Authorization Holder: _____ _____ _____
Signature Title Date

Authorizing NPS Official: _____ _____ _____
Signature Title Date

CONDITIONS OF THIS AUTHORIZATION

___ 1. 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. 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. 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 authorization 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. Holder agrees to carry 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 $ **1,000,000** and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

___ 5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the 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. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

____ 8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

____ 9. 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. 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. 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. The 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 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. An "Exhibit A" must be submitted annually.

____ 13. Executive Order 13658 - Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at https://federalregister.gov/a/2014-23533.

SPECIAL PARK CONDITIONS

____ 14. The holder and all participants authorized herein must comply with all of the conditions of the permit including all exhibits or amendments or written directions of the park Superintendent, Site Manager or Chief Ranger.

____ 15. The holder will advise their patrons of all park rules and regulations and will assume responsibility for their actions. The holder shall be held liable for any damages to government property resulting from these activities.

____ 16. The holder understands and acknowledges that the use of the dock is limited to the hours before 10 am and after 3 pm and is limited to two hours on a first come, first served basis. Vessels will not be left unattended while in park waters

____ 17. The holder shall comply with applicable public health and sanitation standards and codes. The holder will conform to the provision of 36 CFR 3.13 and 7.27(g). The discharge of any sewage in park waters is prohibited. In addition, vessels must be equipped with marine heads. Vessels equipped with marine sanitation devices must have these devices locked or otherwise secured to prevent accidental discharge. The discharge of any substance, except cooling water or engine exhaust is prohibited within the RNA.

____ 18. The holder and employees are not required to pay the park entrance fee however, all customers must pay the fee as designated by the Federal Lands Recreational Enhancement Act.

____ 19. The holder must report any incident/accident occurring aboard the permittee's vessel enroute to or within the park boundary as soon as practical, but in any event, within 24 hours of the accident. In addition, the holder is required to submit within 60 days, a written report to the Superintendent of any incident/accident involving the safety or well being of their patrons.

____ 20. The Permit Holder and employees shall be knowledgeable of the park's wildlife, habitats, protective status (ie. endangered species), and federal laws and regulations pertaining to wildlife protection.

____ 21. Photographers may not disturb wildlife or wildlife habitat in the process of taking pictures. Flash photography of wildlife is prohibited.

SPECIAL PARK CONDITIONS, CONTINUED

____ 22. Permit Holders shall assure their employees/customers stay on designated trails and in open areas only.

____ 23. In order to assure that the Interpretive quality of the service authorized herein are acceptable to the service, the Superintendent reserves the right to review such services.

____ 24. The Permit Holder shall ensure that all SCUBA diving activities conducted within Dry Tortugas National Park are supervised by an individual at the nationally certified level of "Dive master" or higher, who maintains a log of each diver's bottom time and maximum depth.

____ 25. The Permit Holder shall ensure that all employees and patrons who participate in SCUBA diving activities possess a valid SCUBA Diving Certification from a nationally recognized certifying agency.

____ 26. All divers must carry a whistle (or other noise alert device) and a `safety sausage'. If divers providing their own gear do not own such equipment, whistles and safety sausages will be provided by the permittee for a fee.

____ 27. No divers will be permitted to wear dive gloves to protect natural resources.

____ 28. All divers must be paired with a buddy. Odd number groups may contain one three-buddy group. No solo divers will be permitted, regardless of certification.

____ 29. The Permit Holder shall ensure that employees are knowledgeable of SCUBA diving equipment, compressor operation and the handling of high pressure cylinders. Service records for compressors shall be maintained and made available for inspection. The permittee shall ensure that all diving cylinders utilized have current VIP and hydro certifications.

____ 30. The air quality must meet grade "E" standards as defined by the Congress Gas Association (CGA). The air fill station must be inspected twice a year or as required by law to ensure proper air quality. Air bank tanks are to be hydrostatically tested every 10 years as evidenced by testing date stamps. The air fill station must have the proper oil/water separator and air filter (multi-sorb) in place, and should be replaced after every 200 hours of operation.

____ 31. The Permit Holder shall ensure that a **Diving Accident Emergency Plan** is developed and available for inspection. Furthermore, the Permit Holder shall ensure that recognized safe recreational diving practices are adhered to by employees and patrons. Knowingly tolerating unsafe diving practices will be sufficient grounds for revocation of this permit.

____ 32. The Permit Holder shall ensure that vessels fly the "Divers Down" or International "ALPHA" flag while conducting diving or snorkeling activities. The flag is to be lowered when diving activities are completed.

____ 33. The Permit Holder shall ensure that each vessel is equipped with a First Aid Kit and that dive boats carry a minimum supply of 1300 liters of emergency oxygen (3,000 liters recommended) with the equipment necessary to deliver 100% oxygen (minimum of two hours at 15 liters per minute) and that an individual certified in Standard First Aid, CPR and Oxygen Administration is available on all diving trips.

SPECIAL PARK CONDITIONS, CONTINUED

____ 34. Operators must maintain a record of the number of divers that enter park waters at any of the Dry Tortugas Research Natural Area mooring balls. Records must be submitted annually, by January 15, to the Dry Tortugas National Park Natural Resource Manager at:

tracy_ziegler@nps.gov -OR- Dry Tortugas National Park
Fisheries Biologist
33 East Quay Road
Key West, FL 33040

____ 35. The Permit Holder shall ensure that its operations/guides are knowledgeable of the Park and its underwater resources. All visitors shall receive a Park approved interpretive resource message immediately prior to beginning any diving and/or snorkeling activity. In order to ensure that the interpretive and educational quality of the service authorized herein is acceptable to the National Park Service, the Superintendent reserves the right to review such services.

____ 36. Where anchoring is permitted in the park, the Permit Holder shall ensure that vessels anchor in such a manner so as to prevent damage to coral and sea grass beds. The vessel operator is liable for any damage to submerged natural or cultural resources resulting from anchoring or vessel operation.

____ 37. The Permit Holder shall ensure that patrons avoid damage to natural and cultural features through handling, kicking, or striking with diving gear or dangling gauges.

____ 38. All shipwrecks within the Park are protected. The Permit Holder shall ensure that patrons do not remove damage or disturb any archeological and cultural resources or artifacts.

____ 39. The Permit Holder shall ensure that all employees are in sufficient physical condition to perform the services authorized.

____ 40. Dive boat may transport 25 passengers but only 12 divers (excluding the guide) are allowed in the water at a time at an individual dive site within park boundaries.

____ 41. Landing on Loggerhead Key is restricted. Permit holder must make reservations at the fort through the Site Manager, Chief Ranger or designee. The dock at Loggerhead is closed to public use.

United States Department of the Interior
NATIONAL PARK SERVICE

Everglades and Dry Tortugas National Parks
40001 State Road 9336
Homestead, Florida 33034

In Reply Refer to:

W34

Dear Prospective Permit Holder;

Events involving liability claims against the United States have prompted the need for liability protection in the form of insurance for all Commercial Use Authorization (permit) holders conducting business within Everglades and Dry Tortugas National Parks. To provide reasonable assurance that permit holders have the ability to cover bona fide claims for bodily injury or death arising from an action or an omission by a permittee and to protect the Government against potential liability for claims, it is necessary for you to carry a minimum amount of liability insurance.

You should understand that there is no assurance that the category of risks is precise or that meeting minimum limits of insurance will be sufficient protection to cover claims which could arise from a single serious accident. You should consult with an insurance advisor for further opinion on adequacy of limits.

Required Coverage:
Bodily Injury - The minimum general liability acceptable by the National Park Service is $1,000,000 per occurrence. Lower limits are not acceptable. This coverage is normally available under a Comprehensive General Liability or Protection and Indemnity Policy. Addition insurance is required if your permit includes the use of a vessel.

Required Clauses:
All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America - National Park Service - Dry Tortugas National Park. If the insurance company declines to issue the waiver, the United States of America (National Park Service - Dry Tortugas National Park) must be named as an additional insured on your policy and insurance certificates. Address for certificate holder is: 40001 State Road 9336, Homestead, FL 33034.

Proof of Insurance:
Before your permit can be issued, the certificate of insurance with the proper coverage and clauses must be on file in this office.

Sincerely,

Samantha Towery
Concessions Management Specialist
Everglades and Dry Tortugas National Parks