

Fishing Tournaments on Lake Meredith

GENERAL

The National Park Service (NPS) allows special park uses at Lake Meredith National Recreation Area which includes fishing tournaments. Fishing is specifically authorized for Lake Meredith National Recreation Area by legislation. These laws also designate the park superintendent with the responsibility to control the use of the park to insure public safety, administration effectiveness, resource protection, fish and wildlife management, and public use and enjoyment.

As with any special park use, a permit must be requested in advance to allow the park superintendent to confirm that the tournament follows the appropriate laws, is within the values and purposes for which the park was established, that public safety is paramount, that the property and resources are protected, and that normal activities and operations are continued.

The NPS is required by the United States Code (16 USC § 3a) to recover certain costs that are incurred when managing special park uses. The NPS is further required to develop the policies and procedures to do so.

The Code of Federal Regulations governing Special Events (36 CFR § 2.50) and the NPS Special Park Use Guidelines (DO/RM-53) establish the procedures for special use permits. In order to comply with these regulations, the park has developed policies and procedures to manage fishing tournaments and recover certain costs. These procedures were developed after study and data gathering. Recognizing that each special use fishing tournament will have different requirements from the park, flexibility will be used in issuing the special use permits, and the park will work with the tournament directors/organizers to determine the requirements and provisions necessary to minimize the impacts. In turn, the tournament directors/organizers are expected to have established procedures and rules to assist the park in following the required policy and procedures.

MANAGEMENT

Permits: A special use permit will be required for any fishing tournament. The application for special use permits must be received by the park at least 72 hours before and no earlier than 12 months in advance of the tournament start date. A permit processing fee of \$25.00 must be submitted with the application. Applications will be processed on a first-come, first-served basis, and a permit or other response will be given by park within one week after receipt. The addresses for the application are as follows:

Forms: [Special Use Application Form 10-930](#) (60 KB)

Written: Lake Meredith National Recreation Area
Attn: Chief Ranger
P.O. Box 1460
Fritch, Texas 79036

Phone: (806) 857-0302

Fax: (806) 857-2319

Email: paul_jones@nps.gov

FEES

Application Processing Fee: The above mentioned non-refundable application processing fee of \$25.00 shall accompany the application. (If a tournament director/organizer submits one application for more than one tournament in the calendar year, only one permit will be issued for all the tournaments and only one \$25.00 fee will be charged).

Tournament Fee: Under Title 16 and Title 31 of the U.S. Code, the U.S. Congress expects the NPS to be self-sustaining and to charge for a service provided in a fair and cost-effective way. After extensive research and experience, the NPS has established a standard fee for service provided for a fishing tournament. The fee can include projected costs of preparing for, monitoring, supporting, and cleaning up after the tournament. These costs can be mitigated based on prior arrangements and agreements made at the time of application or up to 72 hours before the tournament start date. Fees must be received prior to tournament permit completion. The tournament fees are listed below:

TOURNAMENT FEES (*) () (***)**

Boats	Fees
1-100	\$ 0/day
101-200	\$ 90/day
201-300	\$260/day
301-600	\$495/day

(*) Does not include any negotiations between the park and director/organizer.

(**) Park staff overtime costs are the only standardized costs being recovered. In the event there are additional costs incurred by the park, the NPS will notify the tournament director/organizer before finalizing the permit.

(***) In accordance with Title 36 CFR, even though the park superintendent may require the filing of a bond in the amount adequate to cover costs and the acquisition of liability insurance, this will not be required with the payment of the above fees. **NOTE:** The above fees are negotiable and will be based on the projected costs to the park.

Facilities

Fluctuating lake levels may restrict facilities that are available for boat launching and vehicle parking. Tournament organizers are responsible for limiting their participants to a number that can be accommodated by existing NPS public facilities at that time or arranging for additional private facilities outside the park. The maximum number of tournament participants on any one

day, as determined by all parking and launch ramp facilities, is 100 boats. All public facilities are available on a first-come, first served basis. And cannot be reserved for exclusive use by tournaments. Current capacities for combination vehicle and trailer parking (assumes efficient parking in lots that have no road striping or delineators) are:

Sanford Yake 84

Cedar Canyon 60

Fritch Fortress 52

The tournament director/organizer will develop boat launching, vehicle parking, and fish weighing station plans in coordination with the park (unless the director/organizer arranges private facilities outside of the park).

NATIONAL PARK SERVICE

SPECIAL USE PERMIT STANDARD CONDITIONS FISHING TOURNAMENT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.

8. This permit is made 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 Permittee, 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 permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee 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.
9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$____NA_____ per Occurrence, \$__1,000.000_____ Aggregate and underwritten by a United States company naming the United States of America as **additional insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
10. Permittee agrees to deposit with the park a bond in the amount of \$____NA_____ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law. The Permittee shall provide the National Park Service with a social security number or an organization tax ID number to complete the permit process.

15. In the event the organizer cancels the tournament, the Permittee must contact the National Park Service no later than 72 hours before the scheduled start of the tournament.
16. The Permittee may display banners and prizes that are directly associated with and appropriate to the scale and theme of the event. Banners and prizes will only be permitted at the approved weigh-in location, and only during weigh-in times.
17. The overall size and number of banners and prizes should be appropriate to the park setting. The use of all signs, banners and prizes must have prior approval of the Superintendent.
18. Activities conducted under the authority of the permit shall not interfere with use of the recreation area by persons not participating in the event. Restricted or shotgun starts are not permitted within any harbor.
19. The Permittee is allowed to levy charges for participants of the tournament event. No charges to the public for admission to the event or area are allowed.
20. The Permittee shall not operate a concession (food, beverages, and souvenirs) of any kind.
21. Vehicles and boat trailers should be parked in a manner to prevent congestion and to keep launching facilities open.
22. Overnight camping is allowed in some park campgrounds. Lakeshore camping outside of developed areas also is permitted.
23. Participants shall comply with all Federal and State fishing and boating regulations while within Lake Meredith National Recreation Area.
24. Five miles per hour boat speed must be observed in marked harbors (“no wake” buoys mark harbor limits).
25. The Tournament Director shall make these National Park Service permit conditions available to all participants.
26. Weigh-in locations in the park must be approved before the tournament begins. No tournament weigh-ins are permitted on any launch ramp or courtesy boat dock.
27. The tournament organizer shall provide the park with a completed tournament summary with daily number of participants, number of boats, number and total weight of fish caught, and disposition of fish. Mail the completed form to: Lake Meredith National Recreation Area, Attn: Chief Ranger, P.O. Box 1460, Fritch, Texas 79036. The summary should be mailed within ten (10) days after the tournament. Comments or suggestions to improve management of fishing tournaments are welcome at any time.

28. The Permittee agrees to pay the National Park Service tournament fees for costs incurred in providing service or support during the tournament. Any costs above the tournament fee that are incurred by the park will be billed only after notification to the tournament director/organizer.
29. It is understood that the tournament director/organizer establishes tournament rules that are issued to each participant. Included in those rules should be, as a minimum, the following:
 - a) Requirements for boat live wells with working circulation systems.
 - b) Methods for proper fish handling techniques to reduce fish stress.
 - c) Limit time in bags from boat to weigh-in to five (5) minutes.
 - d) All schedules should reflect minimum holding times reducing the stress on fish during the weigh-in process.
30. The Tournament Director is responsible for the proper release or disposition of tournament caught fish to include a reasonable effort for proper disposal of fish mortalities at approved sites.
31. If violations of these permit conditions occur to an extent that may jeopardize the safety of participants, park staff, or visitors, or endanger resources or facilities, the tournament director/organizer will be notified, and park managers may postpone, temporarily stop, or cancel the event.
32. To help prevent the spread of aquatic invasive species, it is the tournament coordinator/director's responsibility to assure that all participants received the following instructions and provide Lake Meredith National Recreation Area with a copy of the required documentation provided to those participants.
33. All participants must follow Texas Administrative Code; Title 31 Part 2 Chapter 57 Subchapter N Division.
34. All vessels approaching public fresh water in Texas should be clean, drained and dry.
35. The following are required by Lake Meredith NRA and Texas Administrative Code;
Draining of Water from Vessels Leaving or Approaching Public Fresh Water:
 - All water other than water in a live well must be drained from the vessel prior to weigh-in
 - The live well must be transported by the most direct route to an official weigh-in location designated by the tournament director and documented on the NPS permit;
 - The water in the live well must be drained or properly disposed of before the vessel leaves the weigh-in location
 - Participants in possession of water in the live well must possess documentation provided by the fishing tournament representative that bears the participant's name, the date, water body name, tournament name, location and time of the weigh-in, and the name and phone number of a tournament representative.