

COMMERCIAL USE AUTHORIZATION

Permit Application Information

Canaveral National Seashore

- Please fill out application completely, being sure to sign, date & initial where indicated.
- Return your completed application to Canaveral National Seashore's headquarters office with your payment & valid copies of all required documents indicated on instruction page. (Completed application may be mailed in or delivered in person to 212 S. Washington Avenue, Titusville, FL 32796).
- Your permit application will be reviewed by the law enforcement division and approved by the Superintendent. This process can take up to 10 business days.
- INSURANCE: Your insurance policy must contain an endorsement specifically naming U.S. Federal Government as "**Additional Insured.**" (Applications received without this specific endorsement will not be processed). Terms such as "Certificate Holder" or "Interested Party" are not sufficient.
- PERMIT EXPIRATION: Commercial Use Authorization permits are valid for 12 months from the date of issue, provided that the permittee complies with the terms and conditions of the permit throughout the contract period.
- PERMIT FEE
 - \$250.00: Renewals (applies to current permit holders, or those with permits which have been expired for less than 12 months).
 - \$350.00: All new Commercial Use Authorization permit applicants, and former permit holders, who's permit has been expired for 12 months or longer.

**Instructions for Completing the
COMMERCIAL USE AUTHORIZATION (CUA)
Application for Canaveral National Seashore**

If you plan to guide in the waters of Canaveral National Seashore, a permit is required by law. To apply for a Commercial Use Authorization permit to operate as a commercial fishing guide within Canaveral National Seashore or Merritt Island Wildlife Refuge, please do the following:

- Legibly print (or type) all requested information on your application forms; making sure to date and sign application pages where indicated.
- Furnish a photocopy of your **U.S. Coast Guard Motorboat Operator License** for Uninspected Passenger for Hire Vessels (six-pack license) clearly showing your name, permit number, and issue date. Both sides of license need to be copied.
- Furnish a photocopy of your State of Florida **Saltwater Fishing License** with the appropriate stamps or endorsements.
- Furnish a photocopy of your **Vessel(s) Registration**. Registration use needs to be completed as “Commercial.”
- Furnish proof of **Liability Insurance**. Your policy must specifically name U.S. Federal Government as “Additional Insured”. Permits without that endorsement on your policy will not be processed. (Do not attach your entire insurance policy document to your application). The minimum amount of liability coverage required is \$300,000.00 dollars.
- Furnish copy of your **Annual Financial Report** for preceding 12 month period.

Submit Completed Application To:

Canaveral National Seashore 212 S. Washington Ave. Titusville, Florida 32796

Criminal background checks are done on all applicants. Allow 10 business days to process your permit (in addition to transit times when applying via mail). Before your approved permit is valid, you will need to sign it and pay the appropriate fee.

To expedite the processing of your permit, you must completely & legibly prepare your application, and submit it along with valid copies of the required documents identified above. Substantive errors, omissions, illegible entries, and missing or expired documentation will delay the processing of your permit. Attach valid copies of required license & registration documents to your application. Permit applications will be processed in the order they are received. Current processing requirements do NOT provide an option for issuing permits on a same-day, walk-in basis. No exceptions.

Please Note: Throughout the term of your permit, you must provide Canaveral National Seashore with updated copies of all mandatory licenses, registrations and insurance documents incidental to the permitted activity.

**COMMERCIAL USE AUTHORIZATION
Permit Application
CANAVERAL NATIONAL SEASHORE**

Name: _____

Business Name: _____

Business Activity: _____

Address: _____

City, State, Zip Code: _____

Telephone: () _____ - _____ ***SSN:** _____

Date of Birth: _____ **Male** _____ **Female** _____

Areas most frequently used:

I request boat decals for the following vessel(s).

FL number	Hull ID number	Length	Passenger Capacity	Color	Boat Mfg / Model

VHF Radio Call Letters or Cell Number: _____

Information provided on this form will be used to prepare your permit, and to obtain available records related to your past compliance with Commercial Business Permit regulations and reporting requirements, and also to identify any recent resource violations. Failure to provide complete and accurate information will delay or preclude the issuance of a permit.

I certify that all the above is correct to the best of my knowledge.

Signature _____

Date _____

* Social Security Numbers are required of all persons doing business with the National Park Service pursuant to the Debt Collection Act of 1996, Section 31001, P.L. 104-134, 31 U.S.C. 7701



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 PERMIT CRIMINAL BACKGROUND CHECK RELEASE FORM

Print name: _____
[Full name - last, first, middle]
** Please enter "NMN" if you do not have a middle name **

Date of Birth: _____
[Month-Day- Year]

Drivers License Number: _____ State _____

Residence: _____
[Street Address]

[City]

[State]

[Zip Code]

By my signature below I hereby authorize a criminal background check to be conducted by a duly authorized Law Enforcement Ranger for the purpose of determining my eligibility for this commercial permit.

Signature

Date





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 PERMIT POLICY

August 3, 2009

This letter is to inform you as a permitted commercial user of Merritt Island National Wildlife Refuge (MINWR) and/or Canaveral National Seashore (CANA) that a new commercial use policy has been implemented which establishes conduct requirements for obtaining and maintaining a Commercial Use Authorization (CUA) or Incidental Business Permit (IBP).

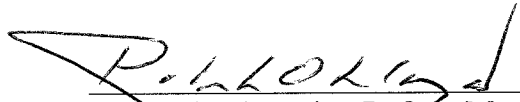
This new policy applies to all individuals using MINWR and CANA for commercial ventures including but not limited to: Commercial Fishermen, Crabbers, Clammers, Commercial Shrimpers, Fishing Guides, Kayak Tour Operators and Commercial Photographers.

The new policy was developed cooperatively by MINWR and CANA. The policy, in its entirety, is attached to this letter. However, some of the key points are outlined below.

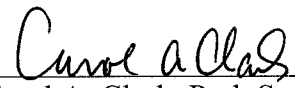
1. Beginning August 3, 2009, Refuge Law Enforcement will begin comprehensive background investigations of commercial permit holders to include criminal and resource violation histories of all applicable State and Federal laws.
2. Based on the background investigations, permit holders will be placed into one of the following three categories:
 - Zero or one resource or criminal violation in the preceding five-year period will cause no change in permit status.
 - Two resource or criminal violations in the preceding five-year period will cause the Permittee to receive a warning letter notifying them that one additional violation during the remainder of the permit period will result in an immediate permit revocation for one year from the date of conviction.
 - Three or more resource or criminal violations will result in an immediate permit revocation for a period of one year. The Permittee may re-apply for a permit at the end of the one-year period provided they have two or fewer violations in the preceding five years.
3. On September 1, 2009, letters will be issued to inform permit holders of their status as it applies to the revised policy.

4. New permit requests will be evaluated using the same requirements defined above and detailed in the attached policy.
5. At each permit renewal, background investigations will be conducted to insure no new violations have occurred within the preceding five-year period.

If you have any questions regarding the new commercial use policy, please contact Merritt Island NWR, Law Enforcement at 321-861-2805 or Canaveral National Seashore, Chief Ranger at 321-267-1110X16.



Ralph Lloyd, Acting Refuge Manager
Merritt Island NWR Complex



Carol A. Clark, Park Superintendent
Canaveral National Seashore



Commercial Permit Issuance/Suspension/Termination Policy

This Policy addresses issuance, suspension, and termination of commercial permits including Commercial Use Authorization, Commercial Harvest Permits, Commercial Photography Permits and other Commercial Use Authorizations/Special Use Permits for commercial activities.

Background: Commercial activities on Merritt Island National Wildlife Refuge (Refuge) and Canaveral National Seashore (Seashore) are increasing and collectively the Refuge/Seashore issues more than 100 commercial permits each year. The Refuge and Seashore share in the management of Mosquito Lagoon and work in cooperation to issue commercial permits for fishing guides (Commercial Use Authorizations) and individuals that harvest crabs, clams, fish and oysters (Commercial Harvest Permits). The Refuge and Seashore also issues Commercial Use Authorizations/Special Use Permits for commercial kayaking, commercial land tours, commercial waterfowl hunting guides, and commercial photography. There have been several occasions when a person holding a commercial permit has been convicted of several offenses of violating Refuge, Seashore, State of Florida (State), and/or other federal resource regulations. These resource violations include, but are not limited to, Refuge, Seashore, State or federal fishing and/or hunting violations, Refuge Pole and Troll Zone or No Motor Zone(s) violations, failure to obtain required Refuge/Seashore permits, or federal and/or State manatee zone violations. The Refuge/Seashore needs a policy for dealing with commercial permit holders that chronically violate resource and other laws and regulations.

Policy Statement: Applicants for commercial permits on Merritt Island National Wildlife Refuge and/or Canaveral National Seashore will undergo background checks for previous law and regulation violations, i.e., manatee speed zone violations, pole-troll zone/no motor zone violations, state and federal game and fish violations, commercial permit non-compliance violations, safety violations, DUI/BUI violations, firearms violations, felony convictions, and convictions involving resisting a law enforcement officer. Commercial permits will not be issued to individuals with more than three resource or other violations within the past five years. For those individuals receiving a commercial permit, the Refuge and Seashore will suspend a commercial permit for 60 days effective on the date of conviction for a second instance of a violation as outlined above within a 5-year period. The Refuge and Seashore will terminate a commercial permit for one year effective on the date of conviction for a third instance of a violation as outlined above within a 5-year period. If a Commercial Permit is suspended or terminated, the permit holder will have no claim for reimbursement for any portion of the commercial permit that remains unused. Authority to suspend or terminate permits is given in 50CFR25.43 and 36CFR, 1.6.



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, or resident commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom. 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. Rates - The rates of the Permittee will not be approved by either the National Park Service or Merritt Island Wildlife Refuge.
11. The Permittee will have none of the rights or privileges of P.L. 89-249 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 thereunder, 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.

12. 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.
13. Permittee must comply with terms specified in joint-agency Commercial Permit Policy dated Aug 3, 2009.
14. Indemnification - The Permittee shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages or judgements, 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 Merritt Island Wildlife Refuge 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. Fifteen (15) days prior the expiration date of this permit, but no later than the expiration date of this permit, the Permittee shall submit an annual report to the Chief Ranger at Canaveral National Seashore, which summarizes total in-park visitor use and includes gross revenues for the previous 12-month period. Gross revenues are defined as:

“The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit.”

This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit.

Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.

16. 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.

17. 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.

18. 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.

1. Original valid state commercial registration, along with the sticker permanently displayed on the port bow of the vessel.
2. The operator of the vessel must possess his/her personal valid Canaveral National Seashore/Merritt Island National Wildlife Refuge Guide Permit.
3. State registration in three-inch high block characters permanently displayed on each side of the forward half of the vessel.
4. Valid Canaveral National Seashore/Merritt Island National Wildlife Refuge Fishing Guide sticker permanently displayed on the port bow of the vessel.
5. Florida Saltwater "Guide Boat Fishing License".
6. United States Coast Guard Operator's License. ("6-pak")
7. If the operator or passengers on board wish to keep Snook, the boat operator must possess a Snook Stamp. This stamp will cover each person possessing legal Snook.
8. 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 retroreflective tape (46 CFR 25.25-13).
9. Visual distress signals pursuant to 33 CFR 175.110. Law requires 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.
10. One type B-1 fire extinguisher is required to be on board.
11. A whistle, horn, or other means of producing a loud, mechanical or pneumatic sound.
12. An operable VHF radio or cell phone.
13. Public access from SR 3 (Kennedy Parkway) is limited to designated and/or posted routes and launch areas.
14. Eddy Creek "trout hole", Patillo Creek in Indian River (the mounds), and KARS Marina in Banana River are closed to commercial fishing operations from December 15th through March 31st annually. Neither commercial guide fishing or harvesting are allowed inside refuge impoundments.

15. Boat launching on the refuge between sunset and sunrise is permitted only at Bairs Cove launch area at Haulover Canal and Beacon 42 Fish Camp (off SR 3, northeast of Haulover Canal).
16. Air thrust boats and personal watercraft (jet skis) are prohibited in all refuge waters.
17. 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.
18. 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.
19. Firearms and open fires are prohibited in the seashore and refuge.
20. Accurate catchlogs must be submitted to Canaveral National Seashore each month. Non-compliance is grounds for denial of renewal applications.
21. Permittees must submit an annual financial report to coincide with the expiration date of your permit. The financial report must cover the entire preceding 12-month period during which your permit was valid. Reports are due within 15 days after your permit expires, or at the time you renew, whichever comes first. These reports are mandatory, and compliance is a condition of renewal.

Signature _____

Date _____



