

**COMMERCIAL USE AUTHORIZATION**  
**Permit Application Information**  
Canaveral National Seashore

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- Please fill out application completely, being sure to sign, date & initial where indicated.
- Mail Applicants: Submit your completed application to Canaveral National Seashore's headquarters office, along with your payment & current, legible copies of all required documents indicated in the instructions. Our mailing address is:

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

- INSURANCE: Your insurance policy must contain an endorsement which specifically identifies the U.S. Federal Government as "**Additional Insured.**" Terms such as "Certificate Holder" or "Interested Party" are insufficient, and do not meet the requirement. Applications received without this endorsement will not be processed.
- TERM OF PERMIT: A Commercial Use Authorization Permit is valid for 12 months from the date the permit is approved, 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 payment is also accepted, however, we cannot make change, so the exact amount is required.

**Application Instructions for Completion of the  
COMMERCIAL USE AUTHORIZATION (CUA)  
for Canaveral National Seashore / Merritt Island Wildlife Refuge**

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If you 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 follow the procedure below:

- Legibly print (or type) all requested information on your application forms; making sure to date and sign application pages as appropriate.

The following valid documents 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 document, 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 **Saltwater Fishing License** with the appropriate stamps or endorsements.
- **Vessel(s) Registration**. Registration use needs to be completed as “Commercial.” Note: Commercial Permit boat decals will only be issued if the name on the boat registration matches the name on permit application.
- **Liability Insurance Declaration Page**. Your insurance policy must contain a written endorsement specifically stating that the U.S. Federal Government is “additional insured”. Permit applications received without this endorsement will not be processed. The minimum amount of liability coverage required is \$300,000.00 dollars.

Submit Completed Application To:

<b>Canaveral National Seashore    212 S. Washington Ave.    Titusville, Florida 32796</b>
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Substantive errors, omissions, illegible entries, missing or expired documentation will delay the processing of your permit. Normal processing time is 5-7 business days. Current processing procedures do NOT allow for issuing permits on a same-day, walk-in basis. No exceptions.

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.

(Revised NPS Form 10-930)  
 (OMB No. 1024-0026)  
 (10-2010)  
 Expires 6/30/2013

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



**Revised Application for Special Use Permit**

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** You will be notified of the disposition of the application and the necessary steps to secure your final permit. For special events, a non-refundable processing fee should be included and your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured. Pursuant to the 2010 NPS Interim Regulations, parks have up to 10 days to process a fully executed application that seeks to engage in a demonstration or the sale or distribution of printed matter.

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

Description of Proposed Activity (attach diagram, attach additional pages if necessary):

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Requested Location: \_\_\_\_\_

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Date(s): \_\_\_\_\_

Event set up will begin: (date and time)	Event will begin: (date and time)	Event will end: (date and time)	Removal will be done: (date and time)

Maximum Number of Participants \_\_\_\_\_ (Please provide best estimate)

Maximum Number of Vehicles \_\_\_\_\_ (attach parking plan)

Support Equipment (list all equipment; attach additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List support personnel (contractors, etc. including addresses and telephones attach additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Individual in charge of event on site (include address, telephone and cell phone numbers):

- Is this an exercise of First Amendment Rights?  Y  N
- Are you familiar with/ have you visited the requested area?  Y  N
- Have you obtained a permit from the National Park Service in the past?  Y  N  
(If yes, provide a list of permit dates and locations on a separate page.)
- Do you plan to advertise or issue a press release before the event?  Y  N
- Will you distribute printed material?  Y  N
- Is there any reason to believe there will be attempts to disrupt, protest or prevent your event?(If yes, please explain on a separate page.)  Y  N
- Do you intend to solicit donations or offer items for sale?  Y  N  
(These activities may require an additional permit.)

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 \_\_\_\_\_

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Information provided will be used to determine whether a permit will be issued. Completed application must be accompanied by an application fee in the form of a cashiers check or money order in the amount of \$ 250.00 made payable to **National Park Service**. Credit card payments may be accepted at some parks. Application and administrative charges are non-refundable. This completed application should be mailed to Canaveral National Seashore at the Park address found on the first page of this application.

**Note** that this is an application only, and does not serve as permission to conduct any use of the park. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and returned to the park prior to the event for final approval by the Park Superintendent.

## 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 or activities subject to collection of fees by the National Park Service (31 U.S.C. 7701) Information from the application may be transferred to appropriate Federal, State, local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

**Paperwork Reduction Act Statement):** This information is being collected subject to the Paperwork Reduction Act (44 U.S.C. 3501) to allow the park manager to make a value judgment on whether or not to allow the requested use. This information collection is required to obtain or retain a benefit. All applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 45 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 aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240



## 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. 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. 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.

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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 I 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 15<sup>th</sup> through March 31<sup>st</sup> annually. Commercial fishing is not 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).

*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).*

16. 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.
17. 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.
18. Monthly catch logs must be maintained and provided to Canaveral National Seashore’s Resource Manager on a monthly-basis.
19. Permittees are required to submit an annual Commercial Use Authorization Survey form, for the purpose of reporting trips and gross annual receipts, at the end of each calendar year. Failure to comply will result in denial of permit renewal.
20. Violation of permit regulations or state or federal laws may result in the suspension or revocation of your permit.

Signature \_\_\_\_\_

Date \_\_\_\_\_





# United States Department of the Interior

**National Park Service**  
Canaveral National Seashore  
212 S. Washington Ave.  
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(321) 267-1110

**Fish and Wildlife Service**  
Merritt Island National Wildlife Refuge  
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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: \_\_\_\_\_

Name on Boat Registration Matches Name of Permit Applicant: ( Y / N )

### Liability Insurance Information

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

Has minimum \$300,000 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: \_\_\_\_\_