



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 operate in Everglades 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 2.
 2. **Signed permit:** sign the blank permit as permittee after reading and understanding all conditions. Carefully review all conditions and initial each to indicate your understanding. Return the entire permit for completion.
 3. **Application Fee:** *Check* for \$250.00 made payable to "National Park Service" – If your permit request includes more than a total combination of guides and / or vessels/vehicles, please call for correct pricing as it will exceed \$250.00. If paying by *credit card* you must call with 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, National Park Service, Everglades National Park as additionally insured. (See Insurance letter for minimum acceptable amount)
 - Government issued identification showing date of birth for all listed personnel.
 - Any First Aid/ CPR/AED or similar certifications for all listed personnel.
 - If utilizing a motorized vessel as part of your business:**
 - Coast Guard Captain's License* for individual(s) operating boat(s)
 - Florida Vessel Registration(s) – listed as commercial or charter*
- * The expiration date of all documentation must not be within 30 days of the permit issuance date. Your permit will become invalid upon expiration of any of the above.

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

OR

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

Upon application approval, you will be assigned a permit number and issued a final Commercial Use Authorization.

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 COMMERCIAL USE AUTHORIZATION EVERGLADES NATIONAL PARK

NAME _____

BUSINESS NAME _____

WEBSITE URL: _____

STREET ADDRESS _____

CITY, STATE & ZIP _____

MAILING ADDRESS _____

CITY, STATE & ZIP _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

CELL PHONE _____

APPLICANT SOCIAL SECURITY NUMBER OR FEDERAL TAX ID # _____

DATE OF BIRTH _____

TYPE OF SERVICE THAT YOU ARE APPLYING FOR:

MOTORIZED TOURS NON-MOTORIZED TOURS OTHER (PLEASE SPECIFY)

Sightseeing or related activities in the 10,000 Islands/Everglades City area are prohibited.

What is your Business Type (please check one below):

Sole Proprietor

Corporation

State:: _____

Entity Number: _____

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

Partnership/Association Print the names of each partner.

Name: _____

Name: _____

*Note: If the business is a non-profit (within the terms of the Internal Revenue Code, as determined by the IRS) that will not derive taxable income from the authorized use, then you are not required to obtain a CUA. However, a non-profit organization must state in writing to the Superintendent that the organization will derive no taxable income from the authorized use and, if requested, must further substantiate this statement to the satisfaction of the Superintendent. Non-profit entities may be required to obtain a Special Use Permit for their activity even if they are not required to obtain a CUA. Please contact the Park for additional information concerning this issue.

1.) Are you employed with the National Park Service? Yes No

If Yes, please complete the following: Title _____

Park/Office where employed: _____

2.) Do you have a spouse or minor children employed with the National Park Service? Yes No

If Yes, please complete the following: Title _____

Park/Office where employed: _____

Names of employees who will work under the authority of your permit:

Names:	Titles or Position (e.g. Guide, Boat Operator)

VESSEL AND /OR VEHICLE INFORMATION:

BOAT/VEHICLE "FL" OR TAG #	BOAT NAME	TYPE OF VEHICLE	NUMBER OF PASSENGERS	YEAR	MANUFACTURER/MAKE OF BOAT/VEHICLE DESCRIPTION
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

DESCRIPTION OF THE SERVICE AND AREAS MOST LIKELY TO FREQUENT:

Signature _____

Date _____

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
EVERGLADES NATIONAL PARK
COMMERCIAL USE AUTHORIZATION

1. Permit Holder

Permit Number: EVER-

Name: _____

Type of Use _____

Company: _____

Approved: _____

Address: _____

Expires: _____

Phone Number: _____ Fax Number _____

Email _____

2. The holder is hereby authorized to use the following described land or facilities in the above named area.
*The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at: _____ on _____ Date _____

4. The authorization ends at: _____ on _____ Date _____

5. 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.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance: EIS EIS (IN PROCESS)

CATEGORICALLY EXCLUDED EA/FONSI OTHER APPROVED PLANS

8. APPLICATION FEE: RECEIVED NOT REQUIRED AMOUNT _____

9. LIABILITY INSURANCE: REQUIRED NOT REQUIRED AMOUNT _____

10. COST RECOVERY: REQUIRED NOT REQUIRED AMOUNT _____

11. FACILITY USE FEE: 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.

12. Signatures

Permit Holder

Signature

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 \$ _____ 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.
13. The holder must submit Exhibit "A" yearly.
14. The holder acknowledges that **motorized sightseeing, photography, wildlife viewing or related activities in the Ten Thousand Islands / Everglades City area, specifically in Indian Key Pass, Halfway Creek, Turner River and Left Hand Turner River are prohibited.**
15. The holder must keep required documentation current including but not limited to your U.S. Coast Guard license, County Occupational / County Business Tax Receipt, proof of liability insurance, commercial vessel registration, first aid, and CPR and copies must be provided to the Concessions office when they have been renewed.
16. The holder must report any incident/accident occurring aboard the permittee's vessel/vehicle enroute to or within the park boundary as soon as practical, but in any event, within 24 hours of the incident/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.

**APPENDIX
SPECIAL PARK CONDITIONS**

- A. The permittee shall meet all State and Federal regulations pertaining to guided boat trips and vehicular transportation.
- B. The permittee (and guides) shall be qualified in C.P.R. and first aid. The permittee (and guides) shall also be knowledgeable of the Park and its resources, and be especially knowledgeable of the area of operation. The permittee (and employees) shall be in sufficient physical condition to perform the services authorized.
- C. The permittee (and employees) shall be knowledgeable of the equipment and shall inspect the equipment on a regular basis.
- D. The permittee's equipment shall be in serviceable condition and well maintained. Signal devices and lighting devices will also be provided for emergency purposes. Equipment used shall be in compliance with Federal and State law.
- E. If front-country campsites are utilized, the permittee will acknowledge and accept the status of designated campsites on a FIRST COME, FIRST SERVE basis with the general public, and not upon a reservation basis. The permittee shall advise patrons of this within advertisement and promotional material.
- F. If backcountry campsites are utilized, the permittee shall obtain a Backcountry Use Permit through the park and file a plan for each trip within the Park prior to embarkation. The permit is for the safety of the permittee's patrons and to provide the Park personnel with vital information in the event search and /or rescue is required. No special privileges are granted to permit holder with regards to obtaining the permit or site - all park regulations apply.
- G. The permittee shall adhere to all regulations and policies of the park and will assume responsibility for the actions of their patrons.
- H. Any unauthorized trail or campsite clearing of vegetation is prohibited.
- I. The permittee shall be responsible for the removal from the Park of all trash and garbage resulting from the permittee operations. The permittee shall supply patrons with appropriate containers for meeting this responsibility.
- J. The permittee's passengers will be subject to the payment of Park entrance fees (if applicable) as designated by the Land and Water Conservation Fund Act for Everglades National Park.
- K. In order to assure that the interpretive quality of the service is acceptable to the service, the Superintendent reserves the right to review such service.



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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 – If you carry 6 or less passengers/clients the minimum liability acceptable by the National Park Service is \$300,000 per occurrence. If your business involves 7 to 12 clients per outing, the minimum is \$500,000. For 13 or more clients, the minimum is \$1,000,000. Lower limits are not acceptable. This coverage is normally available under a Comprehensive General Liability or Protection and Indemnity Policy.

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 – Everglades National Park”. If the insurance company declines to issue the waiver, the “United States of America (National Park Service – Everglades National Park)” must be named as an additional insured on your policy and insurance certificates. The 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