

**City of Clearwater
Marine & Aviation Department
Annual Commercial Use Permit Application
Seminole Boat Ramp: 198 Seminole Street, Clearwater, FL. 33755**

Name:	
Business Name:	
Address:	
Cell Phone:	Emergency Contact:
Email:	
Driver's License#	
Vessel Registration FL#:	
Insurance:	Capt. OUPV#

Vessel Description

Length (ft.):	Make:	Color:
Trailer License Plate#:	State:	

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the **CITY OF CLEARWATER**, a Florida municipal corporation (referred to herein as “**the city**”), and _____, a person/corporation (circle one) (referred to herein as “**Permit Holder**”) is for use of Seminole Boat Ramp.

WITNESSETH:

WHEREAS, The use of Seminole Boat Ramp has experienced commercial activity that has interfered with the public enjoyment due to noise, limited parking, and an infringement on the use of the boat ramps by the recreational boater.

WHEREAS, It is the interest of the City of Clearwater to regulate Seminole Boat Ramp to provide uniformity and consistency for residents and visitors, as well as preventing the overuse and misuse of the boat ramp by commercial activity.

ARTICLE I. The obligations of the city and permit holder are as follows:

1. No person shall use city boat ramps except for the purpose of launching or retrieving vessels thereon.
2. No person shall use city boat ramps for the purpose of storage of any matter except for such reasonable time as may be necessary in connection with the launching or retrieving of vessels.
3. Persons utilizing Seminole Boat Ramp for commercial activities must provide the city with their proof of liability insurance, Coast Guard license and obtain a permit issued by the City of Clearwater Marine & Aviation Department (25 Causeway Blvd., Clearwater Beach, Fl. 33767.)
4. No other City of Clearwater marine facility may be utilized by any commercial vessel for any commercial activity with the Seminole Boat Ramp permit.

5. Persons engaged in commercial activity, who hold a valid annual commercial use permit, as required, may utilize, for commercial purposes, Seminole Boat Ramp for picking up and dropping off a maximum of (6) six passengers only. It is prohibited to utilize these areas for any other commercial purpose, including, but not limited to:
 - a) Soliciting or advertising commercial activity for hire.
 - b) Designating the City site address as the physical address of commercial business or listing the meeting location for a commercial business activity on advertisements, promotions, or company social media.
6. With this permit, wake boarding, wake surfing, and tubing will not be allowed to take place within the Ski Zone in Mandalay Channel. RE: Permit 90-026 and Ord. 33.058(7).
7. At this time, the permit will not allow the commercial operation of renting canoes, kayaks, or jet skis.
8. This is a non-transferable annual permit covering January 1st to December 31st of each calendar year.
9. A permit may not be used to launch more than one vessel. Should the permit holder use more than one vessel, there will be an additional purchase of a permit for each vessel.
10. It is the permit holders' responsibility to produce an annual permit upon request by City of Clearwater Officers, Employees, agents, or designees.
11. This permit is for use at Seminole Boat Ramp only and is not a parking permit or pass. Vehicles with boat trailers must park in designated spaces and pay any applicable parking fees. Any parking tickets received are the responsibility of the permit holder and will not be voided as part of the permit.
12. All Permit holders will be held fully responsible for any damage caused to property, private or public, by their vessels and/or vehicles under anyone's operation of the vessel.
13. All discarded trash, litter, bottles, fishing materials, paper and boxes, shall be placed in the correct trash receptacles located at the facility.
14. There is a \$25.00 service charge for permit card replacement.
15. The Use Permit fees are NON-REFUNDABLE.

16. Should there be misleading or false information, or omitted required information on this application, ALL permits held by Permit Holder may be revoked.
17. Permit Holder agrees to comply with the provisions of this license agreement, City of Clearwater Ordinances, specifically Chapter 33 and Chapter 29 Article 2 of the Community Development Code. Additionally, the permit holder will comply with all laws of the State of Florida and the laws and regulations promulgated by the United States Government. Failure to abide by said rules, regulations and laws shall constitute cause for revocation of their permit(s).
18. The Permit Holder accepts all the conditions herein imposed and shall be responsible for any person occupying his/her watercraft.
19. This permit is not transferable and shall be void in the event ownership of the vessel described herein is transferred by the Permit Holder.

Article II. Procedure:

1. **Permit Year:** January 1 through December 31 of each calendar year.
2. **Annual Permit Fees:** \$610.00, plus applicable sales tax. The annual permit fees are subject to annual increases. Fees are based on an annual rate but can be pro-rated by month. Each permit application must list the responsible person or persons for the vessel. One of the persons named on the permit must be with the vessel when actively loading and unloading passengers, or engaged in any other commercial activity at Seminole Boat Ramp.
3. **Commercial Use Permits are non-transferable and non-refundable:** However, if a vessel is changed during the permit year, bring your permit card for the existing vessel, along with a copy of the new vessel title, registration, and commercial insurance to the Marine & Aviation Office. Upon receipt of the old permit card, a new permit card will be issued for the new vessel at no additional cost.
4. **How to purchase a permit:** Complete the attached application and bring, in person to the City of Clearwater Marine & Aviation Department located at 25 Causeway Blvd., Clearwater, Fl. 33767. Permits can be obtained Monday through Friday from 8am to 3pm. The City of Clearwater retains the right to limit the number of permits issued to each individual or business, as well as the total number of permits issued annually.
5. **To apply, the vessel owner must provide:**
 - a) A completed signed application.
 - b) A copy of current FLORIDA vessel registration. (Canoes, Kayaks, and Jet Skis are not eligible for permits)
 - c) Commercial General Liability Insurance coverage, including but not limited to, bodily injury, personal injury, death, property damage, advertising liability, premises operations, products/completed operations, severability of interest, and contractual liability in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two

million dollars) general aggregate. The policy must also name the City as an “Additional Insured and a Waiver of Subrogation.”

Certificate Holder:
City of Clearwater
Attn: Marine & Aviation Department
P.O. Box 4748
Clearwater, FL 33758-4748

- d) A copy of personal identification (driver’s license, ID card, etc)
 - e) Charter vessel Captains License (If applicable) – Specifically an “Operator of Uninspected Passenger Vessels” (**OUPV**) issues by the United States Coast Guard; Commonly referred to as a “6 pack” license.
 - f) Once notice of approval is received via email, a DOCKWA account must be activated with a valid credit card and all applicable fees paid prior to being issued a permit.
6. **Annual Renewal Process:** Permits do not automatically renew. Permit holders are eligible to renew their permit for the following calendar year beginning November 1st. Permits will expire after December 31st of the current calendar year and are issued on a first come, first served, basis effective January 1st.

Article III. Hold Harmless and Indemnity

- 1. The City of Clearwater will assume no liability for personal injury or damage to said watercraft, user of watercraft, or any personal property of the permit owner or others using, towing, or launching of watercraft while using launch facilities or driving a vehicle on city property.
- 2. The Permit Holder recognizes there are certain risks of physical injury to employees, agents, assignees, patrons, and customers while using watercraft, towing, or driving a vehicle at the Seminole Boat Ramp. The Permit Holder agrees to assume the full risk of any injuries, including death, damage, or loss which may be sustained by any employees, agents, assignees, patrons, or customers because of participating in all activities connected with or associated with the use of their watercraft or driving a vehicle at the Seminole Boat Ramp.
- 3. The Permit Holder further agrees to indemnify, hold harmless and defend the City of Clearwater, their officers, agents, and employees from all claims resulting from injuries, including death, damages and losses sustained by the permit holder, its employees, agents, assignees, patrons and customers arising out of, connected with, or in any way associated with the activity at the Seminole Boat Ramp.

I agree to these terms and conditions.

The City of Clearwater reserves the right to revoke or suspend without compensation any permit due to failure to obey the agreement, facility rules or applicable state or federal laws.

Signature: _____ Date: _____

Harbormaster Signature: _____ Date: _____

Permit# _____ Effective Date: _____ Fee Paid: \$ _____