



For Port use only
Permit #: _____
Date Issued: _____

In-Water Hull Cleaning Permit

Permittee Information			
Business Name (if applicable)		Business Owner(s) Name	
Mailing Address		City	State
			Zip
Day phone (w/area code) ()		Cell phone (w/area code) ()	
Email Address (if applicable)			

I certify that the information contained in my permit application is true and correct to the best of my knowledge. I understand and agree on behalf of myself and my employees, agents, and representatives, including independent contractors, to comply with the Terms and Conditions of this Permit and to abide by the rules and regulations governing In-Water Hull Cleaning in San Diego Unified Port District Code Section 4.14.

Owner Name (PRINT) _____

Title: _____

Signature: _____ **Date:** _____

For Port Use Only			
Date of Receipt:			
Finance Received by:		Finance Received Date:	
GL Account: 520115	Cost center: 165	WBS# CR-0052	Permit Fee: \$250.00
Permit Fee:	Cash	Check #	Money Order/Cashier Check #
Insurance Received by:		Insurance Approval Date:	
Employee Training Verified:			
Approval Authorized			
Name:		Signature:	

Application Submittal Requirements Checklist

	Have you included:	Description:
	BMP Plan	A written plan of hull-cleaning BMPs (<i>i.e.</i> , methods, tools, cleaning schedules) that the business will follow when conducting hull cleaning.
	Training Materials	Documentation to verify proof of training. Materials should include dates of training, names of persons trained, and the written materials used for training.
	Insurance Certificate	A certificate of insurance that includes general liability insurance at a minimum of \$1,000,000 per occurrence for property damage and bodily injury and names the “ San Diego Unified Port District ” as an additional insured.
	Permit Fee	\$250 one-time fee; payment by cash, check, cashier check, or Money Order.

For payment of fees:

Cash, check, cashier check, or Money Order are acceptable methods of payment.
 No credit card payments will be accepted.
 \$25 charge for all returned checks.

Please make checks payable to
 “San Diego Unified Port District”
 or
 “Port of San Diego”

Submit entire application in person or by mail to:

San Diego Unified Port District
 Attn: Planning and Green Port, In-Water Hull Cleaning
 3165 Pacific Hwy
 P.O. Box 120488, San Diego, CA 92112-0488
 Phone: (619) 686-6200

Faxed or emailed applications will not be accepted.



**Port of San Diego
General Permit for Businesses
Conducting In-Water Hull Cleaning**

Terms and Conditions for In-Water Hull-Cleaning Permittees

Permit coverage is required for businesses conducting activities related to the in-water hull cleaning of recreational or commercial vessels within District Tidelands.

Activities subject to the conditions in this Permit include the cleaning of recreational or commercial vessel hulls while the vessel is in the water (In-Water Hull Cleaning). This includes cleaning, by hand or mechanical means, the underwater portions of the hull up to the waterline.

This Permit shall be used only and exclusively for the purpose of conducting In-Water Hull-Cleaning services on District Tidelands and for no other purpose whatsoever without the prior written consent of the Executive Director of District in each instance.

Use of San Diego Unified Port District property is subject to the following terms and conditions:

1. Compliance with all Laws. Permittee shall comply with all applicable laws, rules, regulations and requirements of the District and other governmental entities. In addition to and separate from the terms of this Permit, Permittee acknowledges that it must comply with any rules or regulations imposed by any marina operator, mooring company, yacht club or facility where Permittee conducts In-Water Hull Cleaning. Such rules or regulations may, but are not required to, include In-Water Hull-Cleaning standards that are more restrictive than those imposed by District, to the extent permitted by law.
2. Time for Application. Permittee shall submit an application to the District at least thirty (30) days prior to performing In-Water Hull Cleaning.
3. Term. The Permit expires two years from the date of issuance. Either Permittee or District may terminate the Permit upon thirty (30) days written notice.
4. Duty to Re-apply. If Permittee wishes to continue the activities regulated by this Permit after the expiration date, Permittee must apply for a new Permit at least thirty (30) days prior to expiration and obtain a new Permit prior to performing In-Water Hull Cleaning.
5. Processing Fee. The fee for issuance of a Permit shall be two hundred fifty dollars (\$250) for the term of the Permit, paid in full at the time the application is received. There will be no refunds.
6. No Assignment. The Permit shall not be transferred or assigned without the express written consent of the District.
7. Compliance with Best Management Practices (BMPs). While performing In-Water Hull Cleaning, Permittee agrees to use BMPs to ensure that such activities do not result in the production of a visible paint plume or cloud. Prior to obtaining a Permit and as part of the Permit application, Permittee must submit a BMP Plan that contains the management practices generally recognized by the hull-cleaning industry as being effective and environmentally sound and that Permittee will use to ensure that In-Water

Hull-Cleaning activities do not result in the production of a visible paint plume or cloud. The BMP Plan must include a description of: 1) the tools that will be used during hull-cleaning activities; 2) the methods in which the tools will be used to prevent a paint plume (for example, describe how the specific tools will be used and why using them in the manner described will prevent a paint plume); 3) a description of the process to revise the BMP Plan if a paint plume or cloud is observed; and 4) a description of how Permittee will meet the training requirements set forth in section 8, below. Permittee must ensure that employees, agents, and representatives, including independent contractors, follow the BMPs contained in the BMP Plan at all times. Permittee must ensure that the District receives a copy of any revised BMP Plan within five (5) working days of such revision. A sample template for developing a BMP Plan is available on the Port website at www.sandiegobaycopperreduction.org.

8. Training. Prior to obtaining a Permit and as part of the Permit application, Permittee must submit proof that its employees, agents, and representatives, including independent contractors, (Agents) conducting In-Water Hull Cleaning activities have been trained as stated herein. Training should ensure that Agents 1) have read and understood the Permit conditions; 2) will adhere to the BMPs in the BMP plan; and 3) will conduct cleaning activities in a manner that does not produce a visible paint plume or cloud. The required proof of training includes dates of training, names of persons trained, and the written materials used for the training. Any new Agent must be trained before performing in-water hull cleaning activities for Permittee and before receiving the District-issued Diver Identification Card required by Paragraph 11. Additional training is required if the BMP Plan is modified.

9. Records. Permittee shall maintain BMP Plans and training records for no less than ninety (90) days after the expiration of the Permit for all Agents performing In-Water Hull Cleaning. Training records shall include, but not be limited to, dates of training, names of persons trained, and the written materials used for the training. Training records shall be kept up to date and open to inspection by the District at all reasonable times, and shall be provided to the District within five (5) working days of receipt of a written request.

10. Proof of Permit. Permittee must submit a copy of a valid Permit to marinas, mooring companies, yacht clubs or any other facility where they conduct business before conducting In-Water Hull Cleaning in said areas. Proof of a valid Permit must also be shown to the District upon request.

11. Diver Identification Cards. Permittee shall require that each authorized Agent that conducts In-Water Hull Cleaning for said Permittee obtain a District-issued Diver Identification Card. Permittee must ensure that any person possessing a Diver Identification Card authorized by said Permittee has completed all training and shall comply with all Permit obligations. Agents authorized to perform in-water hull-cleaning for multiple businesses must obtain a Diver Identification Card from the District for each Permittee for which they are operating at the time. Should an Agent no longer be authorized, Permittee shall collect the Diver Identification Card from the Agent and return it to the District. Further, Permittee shall promptly notify the District when an Agent is no longer authorized and the Diver Identification Card has not been returned.

12. Duty to Notify Facility. Permittee's Agents must carry the Diver Identification Card in their possession and present it to each facility before conducting in-water hull-cleaning in that facility in all cases, even if arriving by boat. If Permittee or Permittee's Agent intends to work in any facility after normal business hours, Permittee must contact said facility during business hours informing facility of such intention.

13. Defense, Indemnity and Hold Harmless. Permittee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District (“District”) and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys’ fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Permittee’s use, occupancy, possession or activities on District property, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this paragraph that Permittee indemnify and hold harmless District for any actions of Permittee or District, including duties that may be legally delegated by Permittee to third parties, except for those arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue District for liabilities arising out of Permittee’s use, occupancy, possession, or activities on District property, or arising from any defect in any part of District property.

14. Insurance. The District requires general liability insurance at a minimum of \$1,000,000 per occurrence for property damage and bodily injury. Permittee must provide a certificate of insurance naming the “**San Diego Unified Port District**” as an additional insured. Insurance coverage must be in force for the duration of the Permit. The same organization named as the insured on the certificate of insurance should also be listed in the “Business Name” blank on the Permit application.

15. Safety. Persons operating under this Permit shall comply with all federal, state and local laws and regulations concerning safety and are solely responsible for their own safety.

16. Non-Exclusive Permit. The rights and privileges extended by this Permit are non-exclusive.

17. Non-Compliance. Failure to comply with any provision of this Permit may be punished in accordance with the San Diego Unified Port District Code, including but not limited to Sections 4.14, 0.11 and 0.13. Penalties include, but are not limited to, citations, fines, suspension or revocation of the Permit.

I understand and agree on behalf of myself and my employees, agents, and representatives, including independent contractors, to comply with the Terms and Conditions of this Permit and to abide by the rules and regulations governing In-Water Hull Cleaning in San Diego Unified Port District Code Section 4.14.

Owner _____ Name _____ (PRINT):

Title: _____

Signature: _____ Date: _____