



LIVEABOARD DOCKAGE AGREEMENT
City Marina at Garrison Bight
1801 North Roosevelt Blvd, Key West, FL 33040
Telephone: (305) 809-3981
Email: keywestcitymarina@cityofkeywest-fl.gov

This is a DOCKAGE AGREEMENT between City of Key West ("LESSOR"), 1801 North Roosevelt Blvd, Key West, FL 33040, and _____ ("LESSEE"), for the dockage of the described vessel/floating home on the terms and conditions as hereinafter provided, at City Marina.

VESSEL/FLOATING HOME

Name: _____ Make: _____ Year: _____
Registration/Documentation #/ Alternate Key: _____ Color _____
Length _____ Beam _____ Inboard _____ Outboard _____ Diesel _____ Gas _____
Draft _____ Power _____ Sail _____ Coast Guard approved head Yes _____ No _____
Lien Holder: _____ Address: _____
Phone: _____

OWNER (Proof of ownership required)

Name(s): _____
First MI Last Primary Phone

First MI Last Primary Phone

First MI Last Primary Phone

Primary Address: _____
Street City, State, Zip

Billing Address: _____
Street City, State, Zip

Email Address for all correspondence: _____

Notify in Case of Emergency

Name(s): _____
First MI Last Primary Phone

First MI Last Primary Phone

VESSEL/FLOATING HOME INSURANCE (Proof of Insurance Required Note: City of Key West must be included as an "Additional Insured")

Carrier: _____ Policy Number: _____

Agent Name: _____ Phone: _____

DOCKAGE INFORMATION

Dockage Space Assigned Pier _____ Slip Number _____

Dockage Term

Monthly Commencement Date _____
Month/Day/Year

Charges

Regular Monthly Dockage and Service Charges Account Number _____

Dockage (Code B275) \$ _____ Per Foot \$ _____ Per Month

Wide Beam(Over 15 ft)(Code B277) \$ _____ Per Foot \$ _____ Per Month

Solid Waste/Recycling Utilities (Code U275) \$ _____ Per Month

Capital Improvement/Maintenance Assessment \$ _____ Per Foot \$ _____ Per Month

Sales Tax (7.5%) \$ _____ Per Month

Total Monthly Billing \$ _____ Per Month

1. Dockage Fee includes base rent, plus \$1.00 per foot for an assessment for capital improvement and capital maintenance, plus Solid Waste Removal and Recycling. LESSEE subject to additional per ft width charge for beams over 15 wide. An amount equal to two(2) months rent (\$ _____) is required as a deposit upon signing this agreement
2. Electrical, water, and sewer charges are billed directly to the boat owner by the local utility providers, Keys Energy and FKAA
3. Charges (including applicable sales tax) are payable monthly in advance on the first of the month. Charges are prorated to the first of the month if term commences other than on the first of the applicable month. Charges not paid by the fifth (5th) of the month shall result in a late payment of fifteen percent (15%) of the appropriate monthly amount.
4. Lessee agrees to provide written notice of any change in any of the information furnished by Lessee in this Agreement prior to, but within no later than 10-days of the change.
5. Lessee will provide the updated information to Dockmaster including any change to address, phone numbers, email, contact information, renewed insurance certificates and registration/documentation information. Failure to provide this information will constitute a breach of the agreement

This Agreement contains the following documents:

1. Terms and Conditions
2. Signature Page
3. Marina Rules and Regulations

TERMS & CONDITIONS

Definitions

- **City Marina or Marina:** The upland property and docks owned by the City in Garrison Bight.
 - **Garrison Bight:** Waters surrounding the City owned marina
 - **Port and Marine Services Director or Director:** The person designated by the City to oversee all port and marine operations for the City of Key West
 - **Marina Manager/Supervisor:** Person designated by Port and Marine Services Director to manage City Marina.
 - **Dockmaster/Assistant Dockmaster:** Marina staff member responsible for day-to-day operations of City Marina.
 - **LESSOR:** The City of Key West
 - **LESSEE:** Agreement holder tenant of City Marina
 - **Vessel/Houseboat:** Has proper current registration documents issued by a valid governmental agency within the United States, has marine power for navigational purposes, has a control center located forward on the vessel that provides fully operational steering and throttle control of the vessel during navigation, and has all legally required navigational lights, aides, and equipment as proscribed by the relevant governmental agency appropriate for the size and type of vessel.
 - **Floating Home:** any structure designed to be waterborne and which is used primarily as a dwelling, but not including vessels used primarily as mobile waterborne vessels for transportation. Floating structures are expressly excluded from the definition of the term "vessel". Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a floating structure.
 - **Registration:** means a state operating license on a vessel which is issued with an identifying number, an annual certificate of registration, and a decal designating the year for which a registration fee is paid.
1. LESSEE'S Agreement period shall be monthly. As long as LESSEE complies with the Agreement Terms and Conditions and Marina Rules and Regulations then this Agreement shall automatically renew.
 2. Payments are due on the first day of each calendar month. Any rental payment not received by LESSOR by 5:00 p.m. on the 5th day of the month will be assessed a fifteen (15) percent penalty charge. Returned checks will be assessed the amount provided in Florida Statutes Section 166.251.
 3. Rental payment shall be adjusted October 1st of each year by increasing the base rent by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date.

4. LESSEE understands and agrees that his or her vessel/floating home shall be owner-occupied. The LESSEE must inform the LESSOR of the name of any additional occupants prior to the occupant(s) moving into the vessel/floating home. If the LESSEE named on the Agreement ceases to occupy the vessel/floating home, the remaining occupant(s) has/have no right to continue occupancy. All applicable Agreement Terms and Conditions and Marina Liveaboard Rules and Regulations must be followed by each occupant.
5. Except as provided herein, this Agreement shall not be assigned. LESSEE shall not sublet LESSEE'S vessel/floating home or a portion thereof to a third party without written consent of LESSOR in LESSOR's sole discretion.
6. LESSEE acknowledges that he or she has inspected the berthing space described herein and satisfied himself or herself that the berthing space is adequate for safe mooring and/or storage of his/her vessel/floating home. This contract is not a bailment of the vessel/floating home owner's vessel/floating home but a Agreement of berthing space, and LESSOR's liability is limited to supervision and maintenance of LESSOR'S property. LESSOR's employees will make reasonable efforts to contact vessel/floating home owner and notify him or her of dangerous conditions requiring his attention. LESSOR assumes no responsibility for tending mooring lines or moving vessel/floating home from the berths to which they are assigned.
7. No more than one vessel/floating home may be moored in a slip with the following exception: LESSEE upon Marina Manager/Supervisor approval may dock a dinghy or small vessel behind the vessel/floating home so long as length of dinghy or small vessel does not exceed the width of vessel/floating home. LESSEE may dock the dinghy or small vessel on a platform. Length of platform may not exceed the width of vessel/floating home.
8. LESSEE shall arrange for electrical power, water and sewer from the appropriate utility. LESSEE agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any utility charge shall be considered a material breach of this Agreement.
9. The Marina cannot accept personal mail or packages from UPS, Fed Ex, Airborne Express, or any other delivery service.
10. Any moneys owed LESSOR shall constitute additional rent and be a direct lien against the vessel/floating home and continuing lien wherever the vessel/floating home is located. If the person signing this agreement has directed billing for charges hereunder to be transmitted to another person, firm or organization which, upon so being billed, has failed to make payment, then the person so signing shall, upon demand, promptly pay the charges.
11. LESSOR shall be entitled to exercise its rights under Section 328.17 of the Florida Statutes in regard to a possessory lien and the non-judicial sale of vessel/floating homes which may be held for unpaid costs, storage charges, dockage fees, and any other fees allowed by law.
12. This Agreement shall be governed by Chapter 83 of the Florida Statutes, the Landlord and Tenant Law. LESSOR shall be entitled to a right of possession of its slip in the event of a

failure to make all payments due hereunder in a timely manner, or for a material breach of any of the covenants or provisions of this Agreement. In the event of such default and termination, LESSOR shall provide LESSEE with notice as set forth in Chapter 83. In addition, LESSOR may terminate the Agreement upon thirty (30) days' notice (or sooner in the case of emergency). If it is necessary for LESSOR to collect any charges or fees under this Agreement through an attorney, or enforce any obligations owed hereunder through an attorney, LESSEE agrees to pay all costs of collection or enforcement, including reasonable attorney's fees. Both parties waive trial by jury on any action brought to enforce or otherwise related to this agreement.

13. LESSEE agrees to be responsible to LESSOR and pay for any and all loss or damages to piers, walks, slips, vessels/boats, dock boxes or any property located in the LESSOR's area caused by LESSEE, his or her agents, guests/invitees, servants and/or employees whether caused by negligence or not, and further to defend and hold LESSOR, its agents and employees, harmless for any of the foregoing. This indemnification shall survive the expiration or termination of this Agreement.
14. If any vessel/floating home owned or used by or under the control of LESSEE or his or her guests should sink or become waterlogged in the Marina, it shall be the responsibility of LESSEE to have it raised immediately. If any vessel/floating home owned or used by or under the control of LESSEE or his or her guests should take on water and be in danger of sinking, LESSEE shall be responsible to take any action necessary, at LESSEE's cost, to avoid said vessel/floating home from sinking. It is the LESSEE's exclusive responsibility to pay for any and all financial obligations incurred as a result of sunken or waterlogged vessel/floating home and any costs related to action taken to avoid a vessel/floating home from sinking. If, after twelve (12) hours, the vessel/floating home has not been raised or action taken by LESSEE to raise or prevent a vessel/floating home from sinking, LESSOR reserves the right to undertake the raising of said vessel/floating home and to take any action necessary to prevent a vessel/floating home from sinking at LESSOR's sole discretion. Any expenses or costs incurred by LESSOR in raising such vessel/floating home or any other action authorized under this paragraph shall be reimbursed by the LESSEE. LESSEE agrees to hold LESSOR harmless, defend and indemnify LESSOR from any damages, which may occur as a result of raising said vessel/floating home or as a result of any other action taken by LESSOR authorized under this paragraph. LESSEE further agrees that the obligations of LESSEE to hold forever harmless, defend and indemnify LESSOR, as required under the terms of this paragraph, shall be effective and enforceable by LESSOR against LESSEE upon notice given by LESSOR to LESSEE of any such liabilities, claims, demands or lawsuits asserted by any party or persons against LESSOR arising from and/or related to, or in any way connected with, LESSEE's obligations under this paragraph. Without notice to the LESSEE as specified above, LESSOR may elect to raise the vessel/floating home for reasons of public health and public safety. Any vessel/floating home which may sink and has not been raised or removed by the LESSEE within seven (7) days a fine of \$100 per day beginning on day eight (8) will be levied And any such vessel/floating home is subject to removal by LESSOR by any means, including demolition if necessary, at LESSEE's sole cost and expense
15. This Agreement is for berthing space only and such space is to be used at the sole risk of LESSEE. LESSEE hereby agrees that LESSOR shall not be liable for the care, protection or

security of the vessel/floating home, its appurtenances or contents, or of any of LESSEE's personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, storms or other calamities. LESSEE agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or utility services, and that LESSOR is not responsible for injuries to persons or property occurring on LESSOR's property. LESSEE, personally and for its family, heirs, and assigns, and other parties in interest, hereby releases and agrees to hold LESSOR harmless from all liability to them for personal injury, loss of life, and property damage. LESSEE, personally and for its family, heirs and assigns, and other parties in interest agrees to indemnify LESSOR for all liability for personal injury, loss of life, and property damage to LESSEE, family, heirs, assigns, agents, employees, invitees and guests caused by fault of LESSEE, including other guests and vessel/floating homes in the marina. This release and indemnification shall include, but not be limited to (1) acts in connection with LESSEE's vessel/floating home, motors and accessories while it is on or near LESSOR property, including the rented space, or while it is being moved or docked; (2) loss or damage to LESSEE's vessel/floating home, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto. LESSEE further agrees to indemnify LESSOR for all damages or losses caused by or arising from fault of LESSEE's vessel/floating home and appurtenances, personal property, guests, passengers, family or invitees, including other guests and vessel/floating homes in the marina. The indemnification provided herein shall include, but not be limited to all costs, expenses and reasonable attorney's fees, including appellate attorney's fees, reasonably incurred by LESSOR; provided, however that LESSOR shall give LESSEE written notice of any such claim within time to reasonably allow LESSEE to appear and defend or pay and discharge such claim. At its option, CRA may defend against such claims and by doing so, shall not waive or discharge LESSEE from its obligations to defend and indemnify as herein contained.

16. LESSEE IS HEREBY PLACED ON NOTICE, PURSUANT TO SECTION 327.59, FLORIDA STATUTES, that in the event LESSEE fails to remove LESSEE's vessel/floating home from City Marina within 2 days after the issuance of a tropical storm or hurricane watch for Monroe County or Key West, Florida, under Florida law, LESSOR, its employees and agents are authorized to remove LESSEE's vessel/floating home, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the LESSOR in order to better secure LESSEE's vessel/floating home and to protect Marina property, private property, and the environment. LESSOR shall be entitled to charge LESSEE a reasonable fee for any such action.

17. GENERAL INSURANCE REQUIREMENTS:

17.1 During the term of the Agreement, the LESSEE shall provide, pay for, and maintain with insurance companies satisfactory to the LESSOR, the types of insurance described herein.

17.2 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in

Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

- 17.3 The LESSOR shall be specifically included as an additional insured on the LESSEE's policy(ies) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision).
- 17.4 The LESSEE shall deliver to the LESSOR properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true and exact copies of the insurance policies required herein shall be provided to the LESSOR, on a timely basis, if requested by the LESSOR.
- 17.5 The LESSEE authorizes the LESSOR and/or its insurance consultant to confirm all information furnished to the LESSOR, as to its compliance with its Insurance Requirements, with the LESSEE's insurance agents, brokers, surety, and insurance carriers.
- 17.6 All insurance coverage of the LESSEE shall be primary to any insurance or self-insurance program carried by the LESSOR. The LESSOR's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the LESSEE in this Agreement.
- 17.7 The acceptance of delivery to the LESSOR of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the LESSOR that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 17.8 The insurance coverage and limits required of the LESSEE under this Agreement are designed to meet the minimum requirements of the LESSOR. They are not designed as a recommended insurance program for the LESSEE. The LESSEE alone shall be responsible for the sufficiency of its own insurance program. Should the LESSEE have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 17.9 The LESSEE shall be responsible for all deductibles and/or self-insured retentions associated with the required insurance.
- 17.10 All policies of insurance required herein shall require that the insurer give the LESSOR thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Renewal Certificate(s) of Insurance shall be provided to the LESSOR at least twenty (20) days prior to expiration of current coverage.

18. SPECIFIC INSURANCE COVERAGES AND LIMITS:

- 18.1 All requirements in this Insurance Section shall be complied with in full by the LESSEE unless excused from compliance in writing by the LESSOR.
 - 18.2 Hull Insurance with minimum limits equal to the Full Replacement Value of the vessel/floating home being moored at a City Marina.
 - 18.3 Protection and Indemnity Insurance shall be maintained by the LESSEE with minimum limits of \$300,000. Such policy shall provide coverage for the following events.
 - 18.3a Bodily Injury or Property Damage regardless if the injury or damage was caused by a marine or non-marine activity.
 - 18.3b Pollution/Environmental incidents
 - 18.3c Wreckage removal if the vessel/floating home is not repaired or rebuilt
 - 18.4 The Certificates of Insurance addressed in Article 16.4 above must clearly reflect that coverages for the above events are being provided by the required policy.
19. LESSOR shall be entitled to a lien for unpaid sums due for the use of dock facilities or services or for damages caused to any docks or property of LESSOR, and for any labor or services of any kind, on, to or for the use or benefit of, the boat or vessel/floating home of LESSEE described herein, its appurtenances and contents, and LESSEE expressly grants LESSOR a lien therefor in addition to other remedies and liens provided by Florida Statutes, and/or common law admiralty.
20. In the event of a proposed sale of the vessel/floating home, the LESSEE shall apply to the City Manager or his designee for a Consent to Assignment. In such event, LESSEE shall provide LESSOR a copy of the proposed sales contract. If consent from LESSOR through its City Manager or his designee is not obtained prior to transfer of vessel/floating home, LESSEE shall remain obligated under this Agreement and LESSOR is not obligated to consent to assign or transfer the occupied space. The granting of a power of attorney by LESSEE or transfer to a trust, corporation, guardianship, or other similar entity by LESSEE shall be considered a sale. In consideration of the value of the LESSOR's slip under this Agreement, the LESSEE or the prospective new owner shall pay to the LESSOR a transfer fee the sum of \$5,000.00 or 4% of the purchase price in the proposed sales contract, whichever is greater, in order to reserve the slip for the continued use of the vessel/floating home. The check or money order shall be made payable to "The City of Key West" and be paid simultaneously with the execution of a new Agreement for the new owner. The LESSOR makes the following reservation of rights: (1) the right to evict the vessel/floating home if the terms of this Paragraph are not fulfilled; (2) the right to evict the vessel/floating home if the new owner assumes tenancy prior to executing a new Agreement; and (3) the right to refuse continued use of the slip by a vessel/floating home if its proposed new owner has been evicted by the LESSOR either at the City Marina or at the Key West Bight Marina.
21. LESSEE agrees that part ownership of the vessel/floating home does not in any way create for

LESSOR any obligation to furnish dockage space to any partner other than the original signer of this Agreement, or to any vessel/floating home other than that described herein, whether or not the partnership is dissolved for any reason whatsoever. In the event of dissolution of a partnership, or the withdrawal of a part-owner, until notice to LESSOR is given thereof, all parties shall be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

22. In the event of the death of the LESSEE, this Agreement shall remain in the estate or pass to the heir(s) only until the expiration of the Agreement term or for six (6) months, whichever is longer. Payment terms and all other terms of the Agreement will remain in effect. During this time period, the estate or the heir(s) may apply for a Consent to Assignment to another party according to paragraph 25 of this Agreement. If one of the heirs, acting in his or her sole capacity, qualifies for the tenancy, and desires to become the owner and occupant of the vessel/floating home under the same terms and conditions as the LESSEE, he/she shall apply for a Consent to Assignment under Paragraph 25. If the heir is granted tenancy, the transfer fee may be waived in the sole discretion of the City Manager.
23. Written notice mailed or delivered to the premises assigned hereunder or to LESSEE's address as shown above or posted either on the vessel/floating home or dockside adjacent to the vessel/floating home shall constitute sufficient notice to LESSEE and written notice mailed or delivered to the Marina Manager/Supervisor shall constitute sufficient notice to LESSOR concerning the terms of this Agreement. LESSEE agrees that delivery of notice hereunder shall be considered accomplished regardless of whether delivery to LESSEE's address given herein is accepted and regardless of the identity of any person accepting delivery.
24. LESSEE agrees to comply with all federal, state and local laws pertinent to any subject matter of this Agreement, including but not limited to those pertaining to marinas and boating; and to comply with all City Marina Terms and Conditions, and Rules and Regulations, including those attached hereto, which are by reference made a part hereof. LESSEE further agrees to comply with changes, additions, or deletions to City Ordinances, Terms and Conditions, and Rules and Regulations. City Manager has the authority to implement or change Rules and Regulations for the marina and uplands. Upon failure of LESSEE to comply with any such laws, Rules and Regulations, or to pay the rental herein above provided, this Agreement may be terminated, and LESSOR may remove the vessel/floating home from her mooring space at LESSEE's risk and expense and may take possession of the space, as a penalty. LESSOR has the right to remove a vessel/floating home from the Marina during any emergency situation or catastrophe.
25. Where applicable, LESSEE shall comply with the City's Floating Home Code, Section 14-181 *et seq.* of the Key West Code of Ordinances, and other City regulations relating to safety of structures.
26. The LESSEE shall not discharge sewage in marina waters under penalty of immediate Eviction and prosecution in a court of law. LESSEE shall comply with Chapter 82 of the Code of Ordinances regarding the operation of the No Discharge Zone of the City of Key West's jurisdictional waters. LESSOR may decline to rent a slip or renew an Agreement for a slip to any person who has been convicted of a violation of the No Discharge Zone regulations or

ordinances.

27. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, that portion, and that portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.
28. Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, LESSEE shall furnish to LESSOR for its review an original or certified copy of proof of ownership of the vessel/floating home. This proof shall consist of either a state-registered title to the vessel/floating home or documentation by the U.S. Coast Guard or foreign sovereign. In the case of a floating home, LESSEE shall provide LESSOR with a personal property tax receipt in order to show proof of ownership.
29. The person signing below as LESSEE does hereby certify that the description of the above vessel/floating home is correct and that he/she is the registered, lawful owner of the vessel/floating home, or authorized to subject the vessel/floating home to all provisions of this Agreement, including but not limited to those providing for liens against it. The person signing on behalf of the LESSOR is duly authorized to execute this Agreement by the City Manager of the City of Key West.
30. LESSEE is permitted reasonable latitude regarding the care and maintenance of their vessel/floating home, subject to the following: Work above the rail or in the interior of the vessel/floating home may be performed if it presents no hazard, creates no nuisance, does not require a City Building Permit, and does not interfere with other work in the immediate vicinity being performed by LESSOR's employees or contractors. Approval to perform work other than normal maintenance must be obtained from the Marina Manager/Supervisor whose decision in these matters is final. Any LESSEE desiring to use the services of others to work on his vessel/floating home may do so by removing the vessel/floating home temporarily from the slip and removing it from the Marina. Hull repairs, major engine repairs/overhaul, spray painting, major carpentry/rebuilding projects are strictly prohibited. Electric sanders must have an attached dust vacuum collection device. LESSEE shall immediately remove debris that results from repairs. Repairs that may damage the docks are not permitted. LESSEE, contractors, employees, guests or invitees are liable for any damage to LESSOR property or the property of others which occurs as a result of such repairs. All repair work shall conform to the City Building Code as it pertains to floating structures, including use of Building Permits where applicable.
31. Strict observance of the conditions, covenants, Marina Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Violation of any of LESSOR's Terms and Conditions or Marina Rules and Regulations by LESSEE, shall constitute a default.

32. **Notice to LESSEE**

LESSEE agrees that notice of the actions or intentions of LESSOR is binding upon LESSEE

if delivery by certified mail is attempted at the following address:

(Name)

(Address)

(City, State, Zip)

LESSEE further agrees that said binding delivery of notice shall be considered fully accomplished for all purposes hereunder regardless of whether delivery to the above address is accepted or regardless of the identity of any person accepting delivery. LESSEE is fully and solely responsible for the receipt of notice at said address.

33. This Agreement shall constitute the entire agreement between the parties. No amendment or modification of any terms or conditions (excluding Marina Rules and Regulations) contained herein shall be effective unless in writing signed by the parties. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach. Time is of the essence with respect to all particulars of this Agreement. If any provision of this Agreement is determined by a court of law to be unenforceable, the remaining provisions shall not be impaired thereby, and this Agreement shall be interpreted, as near as possible, to achieve its intent. This Agreement shall be governed by the laws of the State of Florida.

LESSEE SIGNATURE PAGE

Executed this _____ day of _____ 20 _____

LESSEE (print name)

Signature

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, LESSEE, who is personally known to me or has produced _____ as Identification and who did/did not take an oath.

Notary Public

State of Florida at Large

My commission expires: _____

LESSEE (print name)

Signature

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, LESSEE, who is personally known to me or has produced _____ as Identification and who did/did not take an oath.

Notary Public

State of Florida at Large

My commission expires: _____

LESSEE (print name)

Signature

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, LESSEE, who is personally known to me or has produced _____ as Identification and who did/did not take an oath.

Notary Public

State of Florida at Large

My commission expires: _____

LESSOR SIGNATURE PAGE

City Manager or Designee

Signature

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____, LESSOR, who is personally known to me or has produced _____ as Identification and who did/did not take an oath.

Notary Public
State of Florida at Large
My commission expires: _____

MARINA LIVEABOARD RULES AND REGULATIONS

1. Any vessel entering the marina is under the jurisdiction of the Dockmaster and must meet the following criteria:
 - a. Must have a valid registration
 - b. Must be under their own power
2. The Marina Manager/Supervisor shall have the right to inspect all vessels/floating homes prior to entering the marina and shall adhere to all local, state and federal regulations and marine sanitation device (MSD) regulations. A vessels/floating home entering the marina not under its own power will be required to submit a detailed plan to the Dockmaster and have that planned approved by Dockmaster of how the vessel/floating home will be brought into the marina. Vessels/floating homes entering the marina will be required to have a current (less than six months old) Marine Survey by an accredited marine surveyor which at a minimum must include a bottom inspection and describe the vessel/floating home structural integrity. An affidavit by the marine surveyor stating vessel/floating home is safe for use in the marina is also required. Vessels/floating homes in the marina will be required to have a Marine Survey at a minimum every five (5) years. The Marina Manager/Supervisor at their sole discretion can require that an owner have performed a Marine Survey if there is an apparent change in the condition of the floating home. Cost for marine survey will be paid for by the vessel/floating home owner. Owner must have survey performed within forty-five (45) days of the request.
3. Floating homes are subject to City Ordinance Article V, Section 14-181 to 14-220.
4. All vessels/floating homes shall have a holding tank for sewage with deck fittings compatible with the installed pump-out system on City Marina piers.
5. Petroleum products shall not be stored on City Property. These products include, but are not limited to gasoline and diesel fuel.
6. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel/floating home, nor will these products be discharged upon the waters of Garrison Bight.
7. No motorized vehicle may be operated or stored on any marina dock or pier. Mopeds and motorcycles must be parked in designated areas or be subject to the City's towing provisions.
8. Bicycles must be stored in bike racks or on LESSEE'S vessel/floating home. Bicycles may not be stored on piers. Bicycles found on piers or tied to railing may be immediately removed and disposed of at LESSOR'S sole discretion.
9. LESSEE will be provided with two (2) parking permits. LESSOR does not guarantee space will be available within designated area and spaces are on a first come first serve basis. The parking area is along the east side of Palm Avenue from North Roosevelt Blvd. to the beginning of the trailer parking lot. Temporary parking passes are available for guests and must be obtained prior to the guest parking.

10. All vehicles, mopeds, and motorcycles must be operational and moved at least once every 72 hours or be subject to the City's towing provisions.
11. LESSEE shall be responsible for the actions and conduct of their guests. Disorderly conduct by a LESSEE, occupant, or visitors, which may cause damage to property or harm the reputation of the marina will constitute a breach of the agreement. Noise will be kept to a minimum at all times. Disorderly guests will be ejected from City Marina property by Marina Staff or security. .
12. No swimming, diving or fishing is permitted within the marina with the exception of entering the water to accomplish necessary repair work that has been approved by the Marina Manager/Supervisor.
13. No advertising or soliciting is permitted on any vessel/floating home with the exception of exhibiting a "For Sale" sign. "For Sale" signs may not be larger than 12" x 18".
14. All vessels/floating homes shall be tied up to marina piers in a manor acceptable to the Dockmaster, or be subject to removal. The Dockmaster reserves the right to properly secure any vessel/floating home to marina piers and assess a service fee for doing so. No rafting of vessel/floating home is allowed at City Marina.
15. The Director of Port and Marine Services may authorize relocation of vessels/floating homes from one berth to another.
16. The Dockmaster may lease any berth vacated for more than 48 hours. It is the LESSEE's responsibility to inform the Dockmaster of the dates and times the berth will be vacant. In the event the vessel/floating home will be absent from the marina for more than one (1) month, the Supervisor may authorize rent payment at the minimum allowed for that slip. A minimum of 72 hours' notice is required prior to return to marina.
17. Household garbage shall be placed in the dumpsters provided. Oversized debris including furniture, grills, or other large items shall not be placed at the dumpsters. LESSEE shall arrange for and pay for disposal of oversized debris.
18. Loose gear or personal items on the piers are not allowed and will be subject to removal.
19. Any LESSEE desiring to install a dock box or replace an existing dock box must obtain written approval for the dock box from the Marina Manager/Supervisor. If written approval is not obtained prior to installation, the Marina Manager/Supervisor may remove the dock box.
20. No permanent attachments, additions, alterations or changes may be made to docks, piers, pilings or other property of City Marina.
21. Gang ways or boarding ramps will not be attached to docks, piers or pilings at any time.