

Key West

City Marina

AT GARRISON BIGHT

Pleasure Boat Dockage Agreement

THIS AGREEMENT made and entered into this **1st** day of _____ **20**____ by and between CITY OF KEY WEST, herein designated as "CITY", whose address is P.O. Box 1409, Key West, FL 33041-1409, and _____ address is _____ herein designated as "SUBSCRIBER". In consideration of the premises hereinafter contained; and other good and valuable consideration, it is mutually agreed as follows:

1. The OWNER, sometimes herein designated as SUBSCRIBER, agrees to pay the City for pier space monthly, plus applicable sales tax, payable in advance, at the offices of CITY, as rental for:

Slip number(s): Pier: Name of Vessel:

Slip No. is ' feet Long.

Overall Length: ' Beam: ' Draft: '

Vessel type: Builder: Year:

Doc. /Reg/Number: Gas Or Diesel:

Insurance Carrier & Policy No.:
Address:

OWNER's Name:
Address:

Phone:

SUBSCRIBER agrees to provide written notice of any change in any of the information furnished by SUBSCRIBER in this Agreement prior to but not later than 10 days of the change.

2. SUBSCRIBER agrees to pay rental for as many slips as are occupied by the vessel, as indicated in paragraph 1.above. The initial monthly rental amount shall be \$_____ plus applicable sales tax. The rental payment shall be adjusted, at the commencement of each fiscal year for the City of Key West by increasing the base rent by any change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics and may also be amended by the City Commission of the City of Key West, subject to 30 days written notice to SUBSCRIBER. The rental amount includes the following utilities: **electric/water/solid waste removal**. Payments are due on the first day of each calendar month. SUBSCRIBER shall pay a fifteen percent (15%) penalty for late payment. Returned checks shall be assessed the amount provided in Florida Statutes Section 166.251. This lease shall continue in effect from month to month subject to fifteen (15) days written notice of cancellation by either party as provided in paragraph 9 below. The monthly dockage fee and/or rental and other terms and conditions herein may be amended by CITY upon thirty (30) days written notice to SUBSCRIBER.
3. SUBSCRIBER acknowledges that he has inspected the berthing space described herein and satisfied himself that the berthing space is adequate for safe mooring and/or storage of his vessel. This contract is not a bailment of the boat owner's boat. CITY liability is limited to supervision and maintenance of CITY's property. CITY's employees will make reasonable efforts to contact boat owner and notify him of dangerous conditions requiring his attention. CITY assumes no responsibility for tending mooring lines or moving boats from the berths to which they are assigned. SUBSCRIBER shall provide for the safe mooring of his vessel during severe weather and hurricanes. Subscriber shall insure that there is a person responsible for the vessel when Subscriber is absent and shall inform the Dockmaster of the name and contact number of that person, as well as how to contact SUBSCRIBER when SUBSCRIBER is not available at the address and telephone number provided in this Agreement.
4. SUBSCRIBER acknowledges that no one, including SUBSCRIBER, shall live on the boat, other than for temporary use of the vessel for a total of eight days per calendar month. The eight day temporary usage is strictly limited to SUBSCRIBER and immediate family only, husband, wife, son or daughter.
5. SUBSCRIBER shall not do any repair work on SUBSCRIBER's vessel while at the berth other than routine maintenance. No damage to floats, piers, and adjacent vessels shall result from such maintenance. SUBSCRIBER shall clean up all rubbish and litter resulting from such repairs. SUBSCRIBER and his guests shall also refrain from any noisy or disorderly conduct or any conduct that shall be annoying or disturbing to the other boat owners at the City Marina premises.

6. CITY shall have the right to grant permission to a third party to use SUBSCRIBER's berth whenever SUBSCRIBER's vessel is absent for more than twenty-four (24) hours, and to receive and retain revenue from the third party use without accounting to SUBSCRIBER. Vessels leaving for cruises of more than forty-eight (48) hours duration shall notify Dockmaster at least 24 hours in advance. CITY agrees to require any such third party to vacate the dockage space upon return of SUBSCRIBER's vessel, and agrees to provide temporary alternative dockage to SUBSCRIBER pending such removal.
7. Any monies owed CITY shall be a direct lien against the vessel and a continuing lien wherever the vessel 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 said charges.
8. LESSOR shall be entitled to exercise its rights under Section 328.17 of the Florida Statutes in regard to a possessor lien and the non-judicial sale of vessels which may be held for unpaid cost, storage charges, dockage fees, and any other fees allowed by law.
9. This Agreement is effective commencing _____ **1st, 20__** and shall continue on a month-to-month basis, unless and until terminated upon one of the following conditions:
 - A) By breach or forfeiture of any of the covenants or provisions of this Agreement as provided elsewhere in this Agreement.
 - B) By CITY upon 15 days prior written notice of termination (mailed, hand delivered, or posted on the vessel).
 - C) By written notice of termination by SUBSCRIBER accompanied by full payment of unpaid fees and charges, if any, given 15 days prior to the end of the month of termination.
 - D) By the dock or mooring facility becoming unserviceable for any reason whatsoever.
 - E) By violating any of the City Marina Rules and Regulations.
10. If it is necessary for CITY to collect any charges or fees under this agreement through an attorney, or to enforce any obligations owed hereunder through an attorney, SUBSCRIBER agrees to pay all costs of collection or enforcement including reasonable attorney's fees. This clause includes attorney's fees and costs of an appeal.
11. SUBSCRIBER agrees to be responsible to CITY and pay for any and all loss or damages to the floats or other facilities caused by SUBSCRIBER's vessel or SUBSCRIBER, his guests, agents, servants and/or employees whether caused by negligence or not, and further to hold CITY harmless for any of the foregoing. This indemnification shall survive the expiration or termination of this agreement.

12. This Agreement is for berthing space only, and such space is to be used at the sole risk of SUBSCRIBER. SUBSCRIBER hereby agrees that CITY shall not be liable for the care, protection, or security of the vessel, its appurtenances, or contents, or for any of SUBSCRIBER's personal property, guests, passengers, or invitees, or for any loss or damage of any kind due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, or other calamities. SUBSCRIBER agrees that there is no warranty of any kind as to the condition of the docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that CITY is not responsible for injuries to persons or property occurring on CITY's property. SUBSCRIBER, personally and for its family, heirs, and assigns, hereby releases and agrees to hold CITY harmless from all liability for personal injury, loss of life, and property damage. SUBSCRIBER, personally and for its family, heirs and assigns agrees to indemnify CITY for all liability to SUBSCRIBER, its family, heirs, assigns, agents, employees, invitees, and guests caused by fault of SUBSCRIBER. This release and indemnification shall include, but not be limited to (1) acts in connection with SUBSCRIBER's vessel, motors and accessories while it is on or near CITY property including the berthing space, or while it is being moved, docked, hauled or launched; (2) loss or damage to SUBSCRIBER's vessel, 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. SUBSCRIBER further agrees to indemnify CITY for all damages or losses caused by or arising from fault of SUBSCRIBER's vessel and appurtenances, personal property, guests, passengers, family or invitees. 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 CITY. At its option, CITY may defend against such claims and by so doing shall not waive or discharge SUBSCRIBER from its obligations to defend and indemnify as herein contained. This indemnification shall survive the expiration or termination of this agreement.
13. SUBSCRIBER shall purchase and maintain at least \$300,000.00 for hull, fire, theft, and liability insurance on SUBSCRIBER's boat or vessel described herein. SUBSCRIBER understands and agrees that CITY is in no way liable for any of the foregoing and the purpose of this clause is to insure that SUBSCRIBER carries his own insurance. CITY shall not be responsible for fire, theft, damage, or loss of vessel. Such insurance shall be maintained while this dockage agreement is in effect, and as long as it is renewed on a month-to-month basis. CITY shall be listed as a certificate holder on the policy for purposes of notification.

14. SUBSCRIBER's vessel shall be kept in a seaworthy condition at all times so that it can leave the City Marina premises under its own power in the event of a fire, storm, or other emergency. CITY has no responsibility or duty to inspect SUBSCRIBER's vessel for seaworthiness but may require SUBSCRIBER to get his vessel under way and show that his vessel can leave port under its own power. In the event that SUBSCRIBER cannot move his vessel, except under tow, the SUBSCRIBER's vessel shall be immediately removed by SUBSCRIBER from the City Marina premises at SUBSCRIBER's expense. In default thereof, CITY may remove the vessel from its premises at the City Marina and CITY is hereby given SUBSCRIBER's authority, as agent for SUBSCRIBER, to deliver the vessel to any company or person for the purpose of repair or storage of the vessel, all at the expense of the SUBSCRIBER.
15. The SUBSCRIBER agrees that the City Marina at the Dockmaster's discretion may handle any emergencies involving the vessel and the SUBSCRIBER shall bear all expenses and risks of such an emergency. In the event of an emergency during SUBSCRIBER's absence (i.e., breakdown of bilge pump, leaks, etc.), the Dockmaster is authorized to take whatever steps are necessary to protect the facilities and waters of the City Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the SUBSCRIBER, and shall be billed to SUBSCRIBER. Non-payment of such charges shall constitute a breach of this Agreement.
16. CITY shall be entitled to a lien for unpaid sums due for the use of dock facilities or for damages caused to any docks or property of CITY, and for any labor or services of any kind, on, to or for the use or benefit of, the boat or vessel of SUBSCRIBER described herein, its appurtenances and contents, and SUBSCRIBER expressly grants CITY a lien therefore in addition to other remedies and liens provided by Florida Statutes, common law and admiralty.
17. It is understood and agreed that this agreement is not assignable or transferable. The above described vessel shall not be rented for purposes of domicile nor used for business or commercial purposes, including chartering or leasing the vessel or loading or unloading passengers for hire or fee, whether at the rental slip or at any other location. Use is restricted to SUBSCRIBER and SUBSCRIBER'S immediate family.
18. Written notice mailed or delivered to the premises assigned hereunder or to SUBSCRIBER's address as shown above or posted on the vessel, or, dockside adjacent to the vessel shall constitute sufficient notice to SUBSCRIBER and written notice mailed or delivered to Dockmaster shall constitute sufficient notice to CITY concerning the terms of this Agreement. SUBSCRIBER agrees that delivery of notice hereunder shall be considered accomplished regardless of whether delivery to SUBSCRIBER'S address given herein is accepted and regardless of the identity of any person accepting delivery. SUBSCRIBER hereby gives CITY permission to enter upon the exterior of the vessel during business hours for purposes of posting notices.

19. SUBSCRIBER 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 rules and regulations, including those attached hereto, which are by reference made a part hereof. SUBSCRIBER acknowledges that the SUBSCRIBER has read and is familiar with the marina rules before signature of this dockage agreement. SUBSCRIBER further agrees to comply with changes, additions, or deletions to said rules and regulations adopted by CITY after 15 day's written notice to SUBSCRIBER. Upon failure of SUBSCRIBER to comply with any such laws, rules or regulations, or to pay the rental hereinabove provided, this Agreement may be terminated, and CITY may remove the vessel from it's mooring space at SUBSCRIBER'S risk and expense and may take possession of the space, relet the same, and may retain any balance of prepaid rental as liquidated damages and not as a penalty. CITY has the right to remove a vessel from the City Marina during any emergency situation or catastrophe.
20. SUBSCRIBER agrees to advise the CITY of any legal change of ownership of the above described vessel, while subject to this Agreement, and of any change in any of the information furnished by SUBSCRIBER in this Agreement, prior to, but no later than within three days of such change. SUBSCRIBER understands and agrees that this dockage agreement is not transferable to a new owner, and that the slip does not transfer to a new vessel owner. The SUBSCRIBER is responsible for any charges or fees if the vessel is transferred and the new owner fails to pay dockage fees as determined by LESSOR. If a corporation is the SUBSCRIBER and owner of the vessel, the sale or transfer of stock in the corporation shall be deemed a transfer of the vessel to a new vessel owner.
21. No refuse or garbage shall be thrown overboard. All garbage and trash shall be placed in the dumpsters provided and recyclable items placed in the appropriate receptacles. SUBSCRIBER ACKNOWLEDGES THAT THE JURISDICTIONAL WATERS OF THE CITY CONSTITUTE A NO DISCHARGE ZONE PURSUANT TO SEC. 82-41 of the City of Key West Code of Ordinances. It is unlawful to discharge treated or untreated sewage into Garrison Bight or any of the jurisdictional waters of the city.
22. If 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, said portion, and said 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 states of Florida and the laws of the United States.

23. SUBSCRIBER agrees that part ownership of the vessel does not in any way create for CITY any obligation to furnish dockage space to any partner other than the original signer of this Agreement, or to any vessel 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 CITY all parties shall nonetheless 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.
24. Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, SUBSCRIBER shall furnish to CITY for its review an original or certified copy of proof of ownership of the vessel; said proof shall consist of either of a State registered title to the vessel or documentation by the U.S. Coast Guard or foreign sovereign.
25. The person signing below does hereby certify that the description of the above vessel is correct and that he/she is the registered, lawful owner of the vessel, and is authorized to subject the vessel to all provisions of this Agreement, including but not limited to those providing for liens against it.
26. No waiver or modification of any terms or conditions contained herein shall be effective unless in writing signed by the authorized agent of CITY.

Executed this **1ST** day of _____, **20**__.

SUBSCRIBER(S)

CITY OF KEY WEST

Marina Manager Mark Tait

Marina Supervisor David Hawthorne

Date: _____

Date: _____

Witness: _____

Print Name: _____

<i>FINANCIAL SUMMARY</i>		
Detail	Code	Amount
*Two month deposit		\$000.00
Dockage Code	B254	\$000.00
Utility Code	U254	\$00.00
Admin fee		\$5.00
7.5% Sales Tax		\$00.00
Total Monthly Billing		\$000.00
<i>TOTAL AMOUNT RECEIVED</i>		\$0,000.00
* Refundable with interest at termination of agreement (unused portion less any applicable deductions for damages and unpaid dockage).		