



RECREATIONAL DOCKAGE RULES

City Marina at Garrison Bight

Modified 9/22/20

Terms

- **City** – The City of Key West
- **Owner** – Recreation Dockage Agreement holder of City Marina
- **Supervisor** - Person designated by Director, Port Operations to manage City Marina.
- **Dockmaster** – Marina staff member responsible for day-to-day operations of City Marina.

Rules

1. Any vessel entering the marina is under the jurisdiction of the Dockmaster and shall be berthed as directed. The Dockmaster reserves the right to refuse dockage to vessels not properly maintained.
2. Vessel shall have an operable engine that is suitable and appropriate for Owner's type and size of vessel that allows for safe and unassisted operation.
3. Vessel shall always be kept in a seaworthy condition so that it can leave the City Marina premises under its own power in the event of a fire, storm, or other emergency or as directed by the City. City has no responsibility or duty to inspect vessel for seaworthiness but will require at a minimum Owner once per year to get his vessel under way and show that his vessel can leave port under its own power. If Owner cannot move his vessel, except under tow, the vessel shall be immediately removed by Owner from the City Marina premises at Owner expense. In default thereof, City may remove the vessel from its premises at the City Marina and City is hereby given authority by the Owner, as agent for Owner, 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 Owner.
4. The City of Key West is not responsible for any loss or damages including but not limited to fire, theft and vandalism to boats in the marina. Each Owner shall be held responsible for damages, which the Owner may cause to other boats in the marina or for damage to City property.
5. If Owner's vessel contains a Marine Sanitation Device (MSD), said device shall be properly installed, U.S. Coast Guard approved, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a default under this Agreement. Such device shall be not less than 15 gallons in capacity. City reserves the right to board and inspect Owner's vessel to determine compliance.
6. Any vessel which may sink and has not been raised or removed by the Owner within seven (7) days a fine of \$100 per day beginning on day eight (8) will be levied And any such vessel is subject to removal by Owner by any means, including demolition, if necessary at Owner's sole cost and expense. Should a vessel sink as the result of a storm event for which a state of emergency was declared the Owner shall have a reasonable time to raise the vessel with both parties taking into consideration the nature and extent of damage caused by the storm that resulted in the declared state of emergency.
7. City does not carry insurance covering the property of the Owner. Owner shall carry liability insurance in the amount specified by the lease. It is the responsibility of the Owner to adequately insure his property. Use of the property being entirely at the risk of the Owner as to theft, fire hazards, vandalism, high or low water and all other so-called acts of God.
8. No person shall reside permanently aboard any boats berthed in City Marina unless they have a liveaboard lease.
9. Owner may stay on their vessels for up to eight days per month provided the vessel is properly equipped with an approved Marine Sanitation Device (MSD) and arrangements have been made for pump-out prior to such residence. Such residence must coordinate with the Dockmaster.
10. Vessels not marked or identified as required by Federal and State law will not be permitted within the marina.

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11. Owner will record with the Dockmaster their permanent address and phone number. Owners not residing locally, or those away for an extended period shall assign a local responsible person or make arrangements with a local marine salvage operator to assume care of the vessel in the event of any problems. This contact person shall be registered with the Dockmaster. Vessels not in compliance shall be removed from the marina within 15 days of being notified.
12. No boats within Garrison Bight will operate in excess of idle speed or create a wake.
13. No refuse shall be thrown overboard. Garbage shall be placed in the dumpsters provided. Oversized debris shall be disposed of as directed by the Dockmaster.
14. No petroleum product in any amount may be dumped into the waters of Garrison Bight.
15. Petroleum products shall not be stored on City Property. These products include, but are not limited to; gasoline, diesel fuel, paints, thinners, oil, and grease.
16. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel, nor will these products be discharged upon the waters of Garrison Bight as gray water.
17. No motorized vehicle may be operated or stored on any marina dock or pier.
18. Owner shall be responsible for the actions and conduct of their guests.
19. Disorder or indecorous conduct by an Owner or visitors, which may offend a reasonable person, cause damage to property or harm the reputation of the marina will be cause for removal of the boat from the marina. Noise will always be kept to a minimum.
20. No swimming, diving or fishing is permitted within Garrison Bight except for entering the water to accomplish necessary repair work.
21. No advertising or soliciting is permitted on any boat except for exhibiting a "For Sale" sign. "For Sale" signs may not be larger than 17" x 13".
22. All vessels shall be tied up to marina piers in a manner acceptable to the Dockmaster, or they shall be removed. The Dockmaster reserves the right to properly secure any vessel to marina piers and assess a service fee for doing so. No rafting of vessels is allowed at City Marina.
23. No subleasing or transfer of boats between berths will be allowed. The Supervisor may authorize transfer of boats from one berth to another. Supervisor reserves the right to reassign berths as may be necessary.
24. City shall have the right to grant permission to a third party to use Owner's berth whenever Owner's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to Owner. Owners of vessels leaving the Marina for more than 24 hours duration shall notify the Dockmaster at least 24 hours in advance.
25. No commercial activity by any Owner will be allowed on City Marina property or on boats docked at the Marina.
26. No more than one vessel may be moored in a slip.
27. Owner may not place a floating dock or platform in a slip or attached to vessel while berthed in City Marina.
28. Piers shall always be kept clear.
29. Dock boxes and loose gear on the piers is not allowed for Owners with a Recreation Dockage Agreement
30. No permanent attachments, additions, alterations or changes may be made to docks, piers, pilings or other property of City Marina.
31. Work done to any vessel while at City Marina shall be restricted to routine maintenance that does not interfere with the use of marina facilities by any Owner and may not include the use of the services of any tradesmen, dealer, mechanic or other person without the prior approval of the Dockmaster.