



RECREATIONAL 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 (“City”), 1801 North Roosevelt Blvd, Key West, FL 33040, and _____ (“Owner”), for the dockage of the described vessel on the terms and conditions as hereinafter provided, at City Marina at Garrison Bight

VESSEL

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 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 _____

Commencement Date _____
Month/Day/Year

Charges

Regular Monthly Dockage and Service Charges Account Number _____

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

Solid Waste (Code U275) \$ _____ Per Month

Sales Tax (7.5%) \$ 0.00 Per Month

Total Monthly Billing \$ 0.00 Per Month

1. Dockage Fee includes base rent, water, solid waste removal and recycling. An amount equal to two (2) months rent (\$ _____) is required as a deposit upon signing this agreement
2. Electrical is billed to the boat owner by the City based on usage
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.

This Agreement contains the following documents:

1. Terms and Conditions
2. Signature Page
3. Recreational Dockage Rules

Recreational Dockage Agreement: In consideration for the terms and condition hereinafter set forth, City and Owner agree as follows:

1. Purpose

In return for payments and other valuable consideration and covenants as set out below, City wishes to provide dockage space for the temporary use of Owner, who wishes to purchase the right for temporary use of such space through regular rental payments and through faithful performance of the covenants and stipulations herein.

Owner agrees to be responsible to City and pay for any and all loss or damages to the docks, floats or other facilities caused by Owner's vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold City harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owner's vessel may cause to other vessels in the Marina.

2. Dockage Space

The certain dockage space hereby leased by the City is identified as berth _____ on Pier _____ in the City Marina of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only. The permitted use of said vessel is limited to **recreational use**. City reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion; draft, breadth, and overall length will be the determining factors for slip assignments of recreational vessels.

3. Term

The term of this Agreement shall commence on the _____ day of _____, 20____, and thereafter on a month-to-month basis until terminated as provided for by the terms of this Agreement.

This Agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Florida Statutes S.S. 83.001-83.251. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by City in the form of an invoice prior to the expiration of the term of this Agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in Paragraph 26 of this Agreement. Failure to give notice as provided in Paragraph 26(a) will result in automatic renewal of lease term and obligations thereunder.

4. Rental Rate

The monthly rental rate identified on page two (2) of this agreement. Owner agrees to pay for utility service in accordance with the schedule of charges therefore set by each utility. Nonpayment of any correctly billed utility charge shall be considered a material breach of this Agreement and shall be grounds for termination as set forth herein. Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. 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 and may also be amended by City Manager approval, subject to 30 days written notice to Owner.

5. Deposit

Owner shall deposit a sum equal to one month's slip rental as security for damage, utilities and/or rents. Deposit shall be held by the City and may be commingled with other City funds. Any remaining balance of Deposit shall be paid to Owner by City only after Deposit funds have been applied to any outstanding balance owed by Owner to City.

6. Payments Due

Rental payments are due and payable at the Port and Marine Service offices, 201 William Street, Key West, Florida, 33040 between the hours of 7:00 a.m. and 4:00 p.m. Monday thru Friday, holidays excluded, monthly in advance on the first day of each calendar month.

7. Late Payments

Any rental payment not received by City by 4:00 p.m., the 5th day of the month is subject to a fifteen (15) percent penalty charge.

8. Notice to Owner

Owner agrees that notice of the actions or intention of City is binding upon Owner if delivery by certified mail is attempted at the address provided by Owner in the beginning of this Agreement or if hand delivery is attempted at the address by an authorized employee of the City.

9. Changes in Information

Owner agrees to deliver to City, c/o Port and Marine Service offices, 201 William Street, Key West, Florida 33041, written notice of any change in any of the information furnished by the Owner in this Agreement.

10. Default, Removal, Sale

Prompt and timely delivery of all payments due for the use of rented dockage space and strict observance of the Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Any failure by Owner to comply with each of said terms shall constitute a default by Owner and shall give City the right at its option to terminate this Agreement and any license Owner may have hereunder. City may so terminate by mailing to Owner a notice of termination in the manner provided by Paragraph 8 above at least three (3) days prior to the effective date of termination. City may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If Owner fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 9, City shall have the right at its option:

- a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of City both the vessel and any other personal property of Owner found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of City and Owner hereby designates City as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that City and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. Owner hereby releases and relieves City and its designee(s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. Owner further agrees to pay all costs incurred by City in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and
- b) to pursue any remedy provided by state or federal law; and
- c) if non-payment of rent continues for six months, to sell the vessel at a nonjudicial sale after 30 days notice to Owner as provided in Paragraph 9 above. The remedies provided in Florida Statutes Section 328.17 for such non judicial sale of a vessel are hereby specifically included and incorporated in this Agreement as additional remedy available to City.
- d) Non-payment of rent for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court order.

11. Lien, Attorneys Fees

Owner agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by City in the collection

of any unpaid sums due under this Agreement or by Owner's default in performance of any of the conditions or covenants stated herein or in the Rule and Regulations governing the dockage space and adjacent premises. Owner agrees that City shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invites of City caused by Owner or the vessel.

12. Release, Indemnity

This Agreement is for berthing space only, and such space is to be used at the sole risk of Owner. Owner hereby agrees that City shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of Owners 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 or other calamities. Owner agrees that there is no warranty of any kind as to the condition of the seawall, 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. Owner, personally and for the family, heirs, and assigns, hereby releases and agrees to hold City harmless from all liability to same for personal injury, loss of life, and property damage beyond normal wear and tear. Owner, personally and for the family, heirs and assigns agrees to indemnify City for all liability for personal injury, loss of life, and property damage to Owner, family, heirs, assigns, agents, employees, invitees and guests caused by fault of Owner including other guests and vessels in the Marina. This release and indemnification shall include, but not be limited to (1) acts in connection with Owner's vessel, motors and accessories while it is on or near City's property including the rented space, or while it is being moved, or docked; (2) loss or damage to Owner'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. Owner further agrees to indemnify City for all damages or losses caused by or arising from fault of Owner's vessel and appurtenances, personal property, guests, passengers, family or invitees including other guests and vessels 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 City based on the foregoing; provided, however that City shall give Owner written notice of any such claim within time to reasonably allow Owner to appear and defend or pay and discharge such claim. At its option, City may defend against such claims and by so doing shall not waive or discharge Owner from its obligations to defend and indemnify as herein contained.

13. Vessel Insurance

Owner acknowledges and agrees that CRA/City is not in any way an insurer or otherwise responsible for Owner's vessel, property, family, invitees, employees, agent, passengers or guests. Owner hereby agrees to maintain and pay for Personal Liability insurance that clearly provides coverage for the Owner's vessel. The policy should clearly reflect that the policy provides the following features.

- a) Coverage is extended to occurrences that occur on or in proximity of the Owner's vessel. This includes adjacent docks and wharfs owned and operated by CRA/City.
- b) Pollution Liability coverage providing coverage for pollutants discharged from the Owner's vessel.
- c) Debris Removal coverage that includes coverage for the removal of the Owner's vessel if the vessel sinks in water governed by the CRA/City.

It is mandatory that the Personal Liability policy clearly reflect that the above coverages are included.

The minimum acceptable limits for the Owner's policy described above shall be \$300,000 per occurrence.

If the Owner provides the City of Key West a Certificate of Insurance evidencing the required coverages, it must be accompanied by the endorsements that provide the mandatory coverages referenced above.

14. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of this Agreement as City may request, Owner shall furnish to City for its review an original or certified copy of proof of ownership of the vessel; said proof shall consist of an original or certified copy of either a state-registered title to the vessel or documentation by the United States Coast Guard or foreign sovereign. If Owner is a corporation, partnership or other business entity, the names of all persons owning an interest therein shall be submitted in writing to City, and any sale or transfer of any such interests without prior notice to City shall constitute a material breach of this Agreement, and shall be grounds for City, at its option, to terminate this Agreement as provided by Paragraph 11 herein. This lease is between the City and the Owner named above and is not assignable or transferable by Owner. Owner agrees to give City prior written notification of any change in ownership of the vessel during the term of this Agreement, and Owner's failure to so notify shall be grounds for termination by City as provided by Paragraph 11 herein.

15. Person Signing

The person signing below whether natural or corporate, 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.

16. Dockage to Signer and Particular Vessel Only; Partners Bound

Owner 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, 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.

17. Government Laws and Marina Regulations

Owner agrees to strictly 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. Owner further agrees to comply with all Marina Rules and Regulations, which are hereby incorporated and by reference made a part of, this Agreement or which may be established from time to time by City. Owner further agrees to abide by all amendments to said regulations duly established by City during the term of this Agreement; provided, however, that City shall afford Owner 15 days written notice, delivered in accordance with Paragraph 9 above, prior to implementing any such duly enacted amendments.

Owner agrees that any emergencies involving the vessel will be handled at the City's discretion, and the Owner shall bear all expenses and risks of such an emergency. In the event of an emergency in the Owners absence, the City is authorized to take whatever steps are necessary to protect the facilities and waters of the Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the Owner and shall constitute a lien upon the subject vessel until paid in full.

18. Peaceable Use

Owner agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act which has the effect, in the sole judgment of City, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the Marina premises, other persons, or other vessels. Owner further agrees to do no act which impedes or disrupts the orderly operation of the Marina or any portion of it, including but not limited to marina management, operation and revenues.

19. Owners Inspection

Owner acknowledges having inspected the dockage space assigned from time to time by this Agreement, and

hereby accepts it in "as is" condition for berthing the above-described vessel. Owner agrees that City makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear, and will not be responsible for injuries of any nature or cause including City's negligence, to persons or property on City's property or Marina premises.

20. City Inspection

Owner agrees that City shall have the right, upon 24 hours notice, to enter the vessel and dockage space during reasonable hours in order to determine whether Owner is in full compliance with the terms of this Agreement and all applicable laws and regulations.

21. Residency

Owner acknowledges that no one, including Owner, 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 Owner and immediate family only, husband, wife, son or daughter.

22. Owners Insolvency

If Owner becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, City is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. City may elect to accept rent from any receiver, trustee, or other judicially-appointed officer during said term without affecting City's rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement.

23. Assignment

Owner's rights under this Agreement shall not be assigned or transferred.

24. Termination

This Agreement shall be terminated upon any one of the following conditions:

- a) By Owner's written notice to City at address shown in Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month;
- b) By City's written notice to Owner, pursuant to Paragraph 8 not less than fifteen (15) days prior to the end of the calendar month of election to terminate month-to-month tenancy.
- c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 18 above; provided, however, that Owner shall be entitled to a single warning of any violation of said Marina Rules and Regulations delivered as provided in Paragraph, and shall have five days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and City shall not be required again to issue a warning. City shall provide written notice to Owner and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial mail carrier.
- d) By the dock becoming unserviceable for any reason; City may, but shall not be obligated to, provide Owner with other available dockage space on an equal basis with other similarly situated Owners.
- e) By sale or transfer of ownership or control of the vessel identified herein;
- f) Owner agrees not to remove its vessel from the Marina until all fees and charges are paid in full. Further, Owner agrees to notify Dockmaster at least 24 hours in advance of Owners intent to remove vessel from the Marina.
- g) Owner agrees to remove all of Owner's equipment and possessions upon termination of this Agreement.

25. Prior Agreements Terminated

Execution of this Agreement by the signatures of Owner and the Manager for the City shall operate to terminate any and all prior Agreements, contracts and leases between the parties hereto.

26. Time; City's Rights Cumulative

Time is of the essence of this Agreement. Owner agrees that City's rights under this Agreement are cumulative, and that City's failure to exercise any such right shall not operate to forfeit same.

27. Headings Not Part of Agreement

City and Owner agree that any heading which, labels any paragraph herein is for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the paragraph or of this Agreement.

Owner:

City:

Print Name

Print Name/Title

Signature

Signature

Date: _____

Date: _____

I hereby acknowledge receipt of the Rules and Regulations for the Marina.

Owner:

Signature

Date: _____