

**(PROPOSED)**  
**Key West City Marina**  
**Charterboat Row**  
**Dock Rules and Regulations**

Lessee agrees to strictly comply with all Key West City Marina, Charter boat Row Rules and Regulations which are hereby incorporated into, and by reference made a part of the Charter boat Dockage Agreement. Lessee further agrees to abide by all amendments to these rules and regulations duly enacted by Lessor during the term of this Agreement; provided, however, that Lessor shall afford Lessee 15 days written notice, delivered in accordance with Paragraph 8 of the agreement, prior to implementing any such duly-enacted amendments.

**1. Dock Boxes**

Dock boxes are intended for the storage of business related items used by the tenants of Bonito, Bonefish and Amberjack Piers. Dock boxes are intended for storage, to cover freezers and ice machines, and as protection/security for phones and credit card machines. In general, dock boxes shall be purchased and installed by Lessor. All electrical and plumbing installations by tenant shall be governed by City Building Code and be properly permitted.

On Amberjack Pier, one (1) dock box per tenant is permitted. Boxes shall not be placed on the sidewalk. All boxes will be located on the composite dock and positioned and fastened down by Lessor. Storage / dock boxes shall be limited to the boxes provided by the Lessor.

On Bonefish and Bonita Piers, one (1) dock box per tenant is permitted. boxes may be placed on the sidewalk. They shall not be placed on the covered portion of the walkway. Boxes shall not impede pedestrian's traffic from the parking lot to the sidewalk. All boxes will be positioned and fastened down by Lessor. Storage / dock boxes shall be limited to the boxes provided by the Lessor.

**2. Signs**

Each tenant may display a sign, not to exceed 2' (L) X 6' (W), attached to the street side rafter of the covered walkway. This sign shall be attached directly to the top most portion of the rafter and may also have the vessel name on its dock side. In addition to this sign, a second sign may be installed on the vessel. This sign shall not exceed 3' X 3' and must remain on vessel at all times. Signs shall not advertise any business other than the one occupying the slip on which the sign is displayed.

**3. Covered walkway**

Except as noted in these rules, nothing may be attached to or hung from the covered walkway or its supports.

#### 4. Fish Mounts

There shall be no more than six (6) fish mounts displayed on Charterboat Row, four (4) of them on Amberjack Pier. These shall not exceed 8'(L) X 4'(H) and be evenly placed along the pier. The remaining two (2) fish mounts may be placed, one each on Bonita and Bonefish Piers. These shall not exceed 6'(L) X 4'(H). Fish mounts shall be placed at locations designated by the Lessor.

#### 5. Rack Card Display

Each tenant may have One (1) rack card / business card display on the wood covered beam at their slip. This display shall not be more than one card in width and height and one business card slot. Combination rack card / business card display will be provided by Lessor. Rack cards shall not advertise any business other than the one occupying the slip on which the rack cards are displayed.

#### 6. Slip Light

A light to illuminate the slip will be provided by the Lessor. The tenant will be responsible for providing electricity to the light. All installations shall conform to City Electrical Code and be properly permitted.

#### 7. Fish Racks

Specifications for size, location and materials will be determined by lessor.

#### 8. Dock Furniture, Loose Gear

With the exception of furniture provided by City Marina, no tables or benches may be placed on the dock. Tenants may have two (2) chairs, approved by the Lessor provided that they are well maintained and properly secured when not in use. Chairs must remain on composite or wood decking at all times and not in the public walkway. Loose gear, coolers, fish cages, and all other items that will not fit into dock boxes are not permitted at any time.

#### 9. Consumption Of Alcohol

Consumption of Alcoholic beverages on City property is a violation of City Ordinance and subject to all penalties associated therewith.

#### 10. Solicitation

Tenants and their employees shall not solicit charters from public right of way and are responsible to adhere to the off premise canvassing ordinance Sec 18-412 of the City of Key West's Code of Ordinances. Tenants shall only book charters behind their own vessel and not in the public walkway. Only vessels berthed at City Marina may be booked from City Marina property.

#### 11. Ice Machines

One (1) ice machine per slip is allowed. Installation and maintenance of ice machines shall conform to applicable City Code and be properly permitted. Location, size and materials shall be determined by the Lessor.

#### 12. Storage of Hazardous Materials

No hazardous materials shall be stored on or adjacent to any dock at City Marina. These products include, but are not limited to; gasoline, diesel fuel, paint, thinner, engine oil and grease.

#### Vessel Cleaning

Cleaning products containing bleach, phosphates or petroleum products shall not be used on City Marina property. City Marina is a designated "Clean Marina" and all vessel cleaning methods will conform to the marina's environmental policy.

#### 13. Parking

The Lessor shall designate parking areas for use by tenant and tenant's employees, invitees, or independent contractors. All parking spaces adjacent to slips shall remain open for customer parking at all times. In no event shall tenant block or inhibit the use of any parking spaces by any means whatsoever.

#### 14. Maximum Slip Leases

No one is permitted to lease more than two charter boat slips. Corporate ownership will be imputed to the principals, officers and directors in order to comply with the two boat restriction.

#### 15. Vessel Substitution

Any vessel substituted in accordance with Section 2 of the Charter Boat Dockage Agreement must be operated by the Lessee, consistent with the existing business of the Lessee, occupationally licensed to the Lessee, and insured by the Lessee.

16. All navigational waters in Garrison Bight are a no wake zone.

17. Discarding fish remains in the waters of Key West is prohibited by City of Key West Ordinance Sec 58-34.

18. In addition to fishing charter boats other marine uses such as a dive boat, glass bottom boat, island excursions, eco-tours etc. are acceptable uses for a Charter Boat Row slip and lease.

Any failure by Lessee to comply with the Rules and Regulations shall constitute a default of the Charter Boat Dockage Agreement by Lessee and shall give Lessor the right at its option to pursue any and all remedies provided for therein. Landlord acknowledges that there may be physical limitations in some slips that will prevent those tenants from complying with the rules and regulations regarding the physical use of the space.