

# **Lottery Application Package**

Application package includes:

- Lottery application either charter boat or live-aboard
- Lease Document Checklist either charter boat or live-aboard
- City Marina rules and regulations charter boat or general
- City Marina Environmental Policy
- Dockage Agreement either charter boat or live-aboard

# City Marina Charter Boat Slip Lottery Application

Please Print Legibly

Applicant Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Numbers Business \_\_\_\_\_ Home \_\_\_\_\_  
Cell \_\_\_\_\_

Name of Boat (If you currently own a vessel) \_\_\_\_\_

Length \_\_\_\_\_ Width \_\_\_\_\_ Draft \_\_\_\_\_

Number of passengers allowed to carry \_\_\_\_\_

Number of years in the charter boat business \_\_\_\_\_

I have read and understand the Following documents (initial each)

1. \_\_\_\_\_ Charter boat lease document checklist.
2. \_\_\_\_\_ City Marina @ Garrison Bight charter boat rules.
3. \_\_\_\_\_ City Marina environmental policy.
4. \_\_\_\_\_ City Marina charter boat lease document.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

# City Marina Live-aboard Slip Lottery Application

Please Print Legibly

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers    Business \_\_\_\_\_ Home \_\_\_\_\_  
Cell \_\_\_\_\_

Name of Boat (If you currently own a vessel) \_\_\_\_\_

Length \_\_\_\_\_ Width \_\_\_\_\_ Draft \_\_\_\_\_

I have read and understand the following documents (initial each):

5. \_\_\_\_\_ Live-aboard Lease document Checklist.
6. \_\_\_\_\_ City Marina @ Garrison Bight Marina Rules.
7. \_\_\_\_\_ City Marina Environmental Policy.
8. \_\_\_\_\_ City Marina Live-aboard Lease document.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

# Charter Boat Lease Document Checklist

The following documents are required before a Charter boat Row lease will be executed.

- \_\_\_\_\_ 1. A financial statement and other information evidencing reasonable assurance of the Purchaser's financial stability and suitability as a tenant.
- \_\_\_\_\_ 2. Purchase and sale agreement or bill of sale for vessel.
- \_\_\_\_\_ 5. Copy of Key West Occupational License
- \_\_\_\_\_ 6. Copy of Monroe County Occupational License
- \_\_\_\_\_ 7. Certificate of Insurance (list City of Key West as additional insured for notification only)
- \_\_\_\_\_ 8. Copy of US Coast Guard Captain's License
- \_\_\_\_\_ 9. Proof of ownership of vessel – original or certified copy of state registered title to the vessel or documentation by the US Coast Guard or foreign sovereign.
- \_\_\_\_\_ 10. Copy of corporate package, if applicable, including current documentation as required by the Florida Department of State, Division of Corporations.
- \_\_\_\_\_ 11. First month's dockage in advance
- \_\_\_\_\_ 12. Two months security deposit

I acknowledge that all the requirements above will be provided before a lease can be signed.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Printed Name

# Live-aboard Lease Document Checklist

I Have Provided:

\_\_\_\_\_ Proof of ownership of my vessel (Title and State vessel registration or intangible tax receipt)

\_\_\_\_\_ Proof of required insurance (\$300,000 liability insurance naming the City of Key West as additional insured for notification only)

\_\_\_\_\_ Copy of my driver's license

\_\_\_\_\_ Emergency contact information (local contact if you are out of town)

City Marina has provided:

\_\_\_\_\_ Copy of the Live-aboard lease

\_\_\_\_\_ Letters to water/electric utilities

\_\_\_\_\_ Dock cart/shower keys as needed

\_\_\_\_\_ Instructions for receipt of US Mail/shipped items

\_\_\_\_\_ Procedure for obtaining a Parking Permit

I acknowledge that all the requirements above will be provided before a lease can be signed.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Printed Name

# **Key West City Marina Charter Boat Row Dock Rules and Regulations (Proposed)**

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.



# **City Marina at Garrison Bight Marina Rules**

## **General Rules Excluding Charter Boats**

### Rules

1. Any vessel or floating structure entering the marina is under the jurisdiction of the Dockmaster and shall be berthed as directed.
2. 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 tenant shall be held responsible for damages, which the tenant may cause to other boats in the marina or for damage to City property.
3. Any boat, which may sink in or near the marina shall either be refloated or removed by the tenant within 48 hours or a fine of \$100 per day may be levied.
4. Lessor does not carry insurance covering the property of the lessee. Tenant shall carry liability insurance in the amount specified by the lease. It is the responsibility of the tenant to adequately insure his property. Use of the property being entirely at the risk of the lessee as to theft, fire hazards, vandalism, high or low water and all other so called acts of God.
5. Only boats in good condition and under their own power shall be permitted in the marina. The exception is floating structures with live-aboard leases.
6. Boats must be in a good and safe condition and present a clean, orderly appearance and be maintained in a seaworthy fashion. The Dockmaster reserves the right to refuse dockage to vessels not properly maintained.
7. No person shall reside permanently aboard any boats berthed in City Marina unless they have a live-aboard lease.
8. Pleasure boat tenants and those on transient vessels may reside on their vessels for up to eight (8) 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 be coordinated with the Dockmaster.
9. Vessels not marked or identified as required by Federal and State law will not be permitted within the marina.
10. Vessels in City Marina shall be equipped and operated in accordance with all applicable local, state and federal regulation.
11. The Dockmaster shall have the right to inspect all boats in the marina to determine seaworthiness and adherence to all local, state and federal regulations and MSD regulations.
12. Tenants will record with the Dockmaster their permanent address and phone number as well as business contact information. Tenants not residing locally or those away for an extended period of time 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.
13. No boats within Garrison Bight will operate in excess of idle speed or create a wake.
  14. 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.
  15. No petroleum product in any amount may be dumped into the waters of Garrison Bight.
  16. 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.
  17. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel or floating home, nor will these products be discharged upon the waters of Garrison Bight as gray water.
  18. No motorized vehicle may be operated or stored on any marina dock or pier.
  19. Tenant shall be responsible for the actions and conduct of their guests.
  20. Disorder or indecorous conduct by a tenant 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 be kept to a minimum at all times.
  21. No swimming, diving or fishing is permitted within the marina with the exception of entering the water to accomplish necessary repair work.
  22. No advertising or soliciting is permitted on any boat with the exception of exhibiting a "For Sale" sign. "For Sale" signs may not be larger than 17" x 13".
  23. All vessels shall be tied up to marina piers in a manor 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.
  24. Boats entering the marina in an emergency shall, at the discretion of the Supervisor, pay the normal rate.
  25. 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 to tenants as may be necessary.
  26. The Dockmaster may lease any berth vacated for more than 48-hours. It is the tenant's responsibility to inform the Dockmaster of the dates and times the berth will be vacant. In the event the vessel 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.
  27. No commercial activity by any tenant will be allowed on City Marina property or on boats docked at the Marina without prior written approval of the Supervisor.
  28. Transient rentals shall pay in advance of their stay for up to 30 days. Payment is based on the rates in effect at the time. Transient rentals of more than 30 days

but less than 91 days will be charged the monthly transient rate in effect at the time. Transient rental shall not exceed 90 days. Monthly transient rentals shall pay in advance.

29. All transient rentals shall check in with the Dockmaster on arrival and must check out prior to departure.
30. No more than one vessel may be moored in a slip. The exception is a dinghy less than 12 feet in length, if approved by the Dockmaster.
31. No floating docks or platforms may be placed in a slip or attached to any vessel or floating structure berthed in City Marina.
32. All live-aboard vessels and floating structures shall have a holding tank for sewage with deck fittings compatible with the installed pump-out system on City Marina piers.
33. All floating structures are subject to inspection by the City Building Inspector in accordance with City Code. All work performed on these structures shall be governed by City Building Code and be properly permitted.
34. Boat owners are responsible for damage to dock structures and pilings.
35. Piers shall be kept clear at all times.
36. Loose gear on the piers is not allowed and shall be stowed in a dock box. Dock boxes shall not exceed 48" (L) x 36" (H) x 24" (D). Dock boxes shall be permanently attached to pier under the supervision of marina maintenance staff.
37. No permanent attachments, additions, alterations or changes may be made to docks, piers, pilings or other property of City Marina without prior written permission from the Supervisor.
38. Work done to any vessel or floating structure while at City Marina shall be restricted to routine maintenance that does not interfere with the use of marina facilities by any tenant and may not include the use of the services of any tradesmen, dealer, mechanic or other person without the prior approval of the Dockmaster.
39. The tenant shall comply with all stipulations of the lease agreement with the City of Key West.

# **City Marina @ Garrison Bight Environmental Policy**

1. No petroleum products may be stored on any dock or pier in the marina.
2. All used oil as well as small amounts of gasoline and diesel shall be emptied in the oil recycle container provided at the compactor area.
3. No cleaners containing phosphates, chlorine or petroleum distillates may be used to clean the exterior of vessels or vehicles on the property.
4. Pressure washing is prohibited in any area where runoff may drain into the open waters of the City of Key West (Chapter 403.161, Florida Statute).
5. Discharge of sewage is prohibited.
6. Gray water containing prohibited substances shall not be discharged into the waters of the City of Key West.
7. Discarding fish remains into the waters of the City of Key West is prohibited (City Ordinance Sec. 58-34 Unlawful Disposal). Receptacles are provided for fish remains.
8. Plastic, aluminum, newspaper, glass, motor oil, batteries, safety flares and florescent tubes are recycled at this facility.
9. All hazardous materials shall be disposed of properly.
10. Soft scrubbing of boats, topside and bottom is the only method of cleaning allowed.

## Key West City Marina @ Garrison Bight Charter Boat Dockage Agreement

This Agreement is made between the City of Key West City Marina (hereinafter referred to as "Lessor", which term as used throughout this Agreement shall mean and include the City of Key West, and the Director of the Port of Operations or his Designee,) and the below named Lessee.

**Lessee is identified as follows:**

**Lessee's Name:** \_\_\_\_\_

Home Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Occupational License Nos. (City): \_\_\_\_\_

(County): \_\_\_\_\_ (Other): \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_

City and State: \_\_\_\_\_

Name of Lessee's Representative (if any): \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City and State: \_\_\_\_\_

Name of Vessel: \_\_\_\_\_

Overall Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Registration #: \_\_\_\_\_ Documentation #: \_\_\_\_\_

Type: P \_\_\_\_\_ Gas \_\_\_\_\_ Diesel \_\_\_\_\_

Carrier of Insurance on Vessel: \_\_\_\_\_

Address: \_\_\_\_\_

In consideration of the covenants and conditions hereinafter set forth, Lessor and Lessee agree as follows:

**1. Purpose**

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

**2. Dockage Space**

The certain dockage space hereby leased by Lessor to Lessee is identified as berth \_\_\_\_\_ in the Key West City Marina at Garrison Bight in the City of Key West, Florida. Said berth is leased for the exclusive purpose of docking the above named vessel and conducting the above-referenced business only. Lessee shall not sublease said berth or conduct or allow to be conducted any other business operation from said berth. In the event that Lessee is temporarily unable to use the identified vessel in said berth because of necessary repair work or other business reasons, Lessee may substitute another vessel either owned or leased by the Lessee on a temporary basis for up to six months, with notification provided in writing to the Lessor prior to the substitution. Lessee shall not make such a substitution on more than one occasion per each two calendar years of the lease term.

**3. Term**

**This agreement is effective commencing the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and unless terminated as otherwise specified herein, shall extend through September 30<sup>th</sup> 2015. ("Lease Term").**

**4. Rental Rate: Changes**

The monthly rental rate shall be a base rent of \$ 19.37 per foot plus solid waste (garbage), plus state sales tax, plus an assessment for advertisement and promotion of Charter Boat Row which is five (5) percent of the base rent. Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. Solid waste is defined as the Lessee's equal proportion of the total Charter Boat Row monthly garbage bill. Lessee agrees that the rental rate 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 or at the minimum rate

of 3%, whichever is greater. The aforementioned assessment for advertising and promotion shall be disbursed to the Charter Boat Association on a quarterly basis to be used by the Association for purposes of advertisement and promotion of Charter Boat Row activities.

**5. Deposit**

Lessor hereby acknowledges receipt from Lessee of two month's base rent as a security deposit, forfeitable to Lessor as partial payment for any damages caused by Lessee's failure faithfully to observe and perform the terms and obligations of this Agreement.

Said deposit shall otherwise be returned without interest to Lessee upon lawful termination of this Agreement.

**6. Payments Due**

Rental payments are due and payable monthly in advance, by the first day of each calendar month. Payment may be made at the City Marina Office, 1801 North Roosevelt Ave Key West Florida, between the hours of 8:00 a.m. and 4:00 p.m. Monday thru Friday, holidays excluded. Payments may be mailed to City Marina @ Garrison Bight, P.O. 1409, Key West, Florida, 33041-1409

**7. Late Payments**

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

**8. 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:

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(Name)

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(Number) (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.

**9. Changes in Information**

Lessee agrees to deliver to Key West City Marina, 1801 N. Roosevelt Blvd., Key West, Florida 33040 written notice of any changes in any of the information furnished by Lessee in this Agreement.

#### 10. **Default, Removal, Sale**

Prompt and timely delivery of all payments due for the use of the rented dockage space and strict observance of the conditions, covenants and regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Any failure by Lessee to comply with each of said terms shall constitute a default by Lessee and shall give Lessor the right at its option to terminate this Agreement and any license Lessee may have hereunder. Lessor may so terminate by mailing to Lessee a notice of termination in the manner provided by Paragraph 8 above at least three (3) days prior to the effective date of termination. If Lessee fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 8, Lessor shall have the right, at its option, to pursue any or all of the following remedies:

- 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 Lessor both the vessel and any other personal property of Lessee found in or adjacent to the dockage space. Said vessel and personal property shall be removed to dockage or mooring chosen at discretion of Lessor and Lessee hereby designates Lessor as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that Lessor and its designee (s) shall be required to exercise ordinary and reasonable care in such purposes. Lessee hereby releases and relieves Lessor and its designee (s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. Lessee further agrees to pay all costs incurred by Lessor in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing and storage costs, all of which shall become a lien upon vessel; and
- b) To pursue any remedy provided by state or federal law; and
- c) If nonpayment of rent continues for six (6) months, to sell the vessel at a nonjudicial sale after 30 days notice to Lessee as provided in Paragraph 8 above. The remedies provided in Florida Statutes Section 328.17 for such nonjudicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to Lessor.

#### 11. **Lien, Attorney's Fees**



Lessee agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the collection of any unpaid sums due under this Agreement or by Lessee's default in performance of any of the conditions or covenants stated herein or in the Key West City Marina Charter boat Marina Regulations governing the dockage space and adjacent premises. Lessee agrees that the Lessor 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 invitees of the Lessor caused by Lessee 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 the Lessee. Lessee hereby agrees that Lessor shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of the 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 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 electrical and water 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, hereby releases and agrees to hold Lessor harmless from all liability to same for personal injury, loss of life, property damage beyond normal wear and tear. Lessee, personally and for its family, heirs, and assigns agrees to indemnify Lessor for all liability for personal injury, loss of life, and property damage to Lessee, its family, heirs, assigns, agents, employees, invitees and guests caused by fault of Lessee. This release and indemnification shall include, but not be limited to (1) acts in connection with Lessee's vessel, motors and accessories while it is on or near Lessor's property including the rented space, or while it is being moved, docked, hauled, or launched; (2) loss or damage to Lessee'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. Lessee further agrees to indemnify Lessor for all damages or losses caused by or arising from fault of Lessee's vessel and appurtenances, personal property, guests, passengers, family or invitees. The indemnification provided herein shall include, but not to be limited to all costs, expenses and reasonable attorney's fees, including appellate attorney's fees, reasonably incurred by Lessor based on the foregoing; 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, Lessor may defend against such claims and by so doing shall not waive or discharge Lessee from its obligations to defend and indemnify as herein contained.

### **13. Condition of Premises**

Lessee hereby accepts the premises in the condition, order and repair as they are at the commencement of this term, excepting only reasonable wear and tear arising from the use hereof under this Agreement, and to make good to said Lessor immediately upon demand for damage caused by any act or neglect of the Lessee, or of any agent, guest, passenger or person under the control of the Lessee, and the Lessee shall be liable to the Lessor and shall forever hold harmless the Lessor from any and all such damage or loss occasioned to the premises or any of the Lessor's docks, or any of its properties caused by the acts or negligence of the Lessee or any agents, employee, guest, passenger or person under the control of the Lessee. This Agreement is for the use of berth space only, such space to be used at the sole risk of the Lessee, and the Lessor shall not be liable for the care or protection of the vessel, her appurtenances or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, unless such loss or damage is due to the acts of negligence of the Lessor or any agents, employee, or person under the control of the Lessor. There is no warranty of any kind as to the condition of the docks, walks, gangways, ramps or mooring gear, nor shall the Lessor be responsible for the injuries to persons or property occurring upon the Lessor's property for any reason.

### **14. Vessel Insurance**

Lessee agrees that Lessor is not in any way an insurer of Lessee's vessel, property, family, invitees, employees, agents, passengers or guest. Lessee hereby agrees to maintain and pay for a marine insurance policy providing such protection and indemnity throughout the term of this Agreement. Said policy shall protect Lessor and Lessee from all liability for injury to any persons or property which may arise in connection with the operation of or conduct of Lessee or its vessel, equipment, agents, invitees, passengers, guests or employees. The minimum limits of such policy shall be \$1,000,000 for any one person or \$3,000,000 for more than one person arising out of one incident. Lessee agrees to furnish Lessor with a certificate of insurance or copy of the policy, each of which will on its face show the foregoing information. Lessor shall be listed as a certificate holder on the policy for purposes of notification of cancellation, termination, or renewal.

### **15. 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 Lessor may request, Lessee shall

furnish to Lessor for its review an original or certified copy of proof of its ownership of the above vessel; said proof shall consist of an original or certified copy of either a state registered title to the vessel or documentation by the U.S. Coast Guard of foreign sovereign. Lessee warrants that it owns the above vessel, or will own same at time of berthing in slip, and will allow inspection by Lessor prior to placement; in the event the vessel is not satisfactory to the Lessor, it may not be berthed and another vessel must be located. Lessor shall have prior inspection and approval rights for any other vessel to be berthed, and shall have prior inspection and approval rights regarding any change of vessel.

#### **16. Person Signing**

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.

#### **17. Dockage to Signer and Particular Vessel Only**

Lessee agrees that Lessor is under no obligation to furnish dockage space to any party other than the original signer of this Agreement, or to any vessel other than that described herein.

#### **18. Government Laws and Marina Regulations**

Lessee 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 or boating, specifically including United States Coast Guard (USCG) regulations concerning pre-employment and random drug testing, USCG regulations pertaining to the number of passengers for hire and all federal and state fisheries regulations. Lessee further agrees to strictly comply with all Key West City Marina, Charterboat Marina Regulations which are hereby incorporated into, and by reference made a part of this Agreement. Lessee further agrees to abide by all amendments to said 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 above, prior to implementing any such duly-enacted amendments.

#### **19. Peaceable Use**

Lessee 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 Lessor, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the marina premises, other persons, or other vessels. Lessee 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.

#### **20. Sanitation Device**

Lessee's vessel shall contain a marine sanitation device with current U.S. Coast Guard approval for marine use. Said device shall be properly installed, 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.

#### **21. Lessee's Inspection**

Lessee acknowledges having inspected the dockage space rented by this Agreement, and hereby accepts it in "as is" condition for berthing the above-described vessel. Lessee agrees that Lessor makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, piling, piers, walks, gangways, ramps or berthing gear, and will not be responsible for injuries of any nature or cause including Lessor's negligence, to persons or property on Lessor's property or marina premises.

#### **22. No Liveaboard**

Lessee agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space.

#### **23. Inspection**

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

#### **24. Signs; Advertisements**

Lessee agrees that no signs or advertisements will be placed in or about the leased dockage space without Lessor's prior written approval.

## **25. Lessee's Insolvency**

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

## **26. Assignment Limited; Option of Purchaser of Vessel and Business.**

Lessee's rights under this Agreement shall not be assignable; however, in the event of the death of the above-referenced Lessee during the Lease Term, the rights and obligations of Lessee hereunder may be assumed by an immediate family member of said Lessee for the remainder of the Lease Term, subject to the right of first refusal referred to in Paragraph 3, above. In the event that both the above-referenced business and the above-referenced vessel are sold by Lessee to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses in addition to transfer of title to the vessel, and provided that said purchaser meets all qualifications required under this Lease, said purchaser shall have the option of entering into a new lease for the subject berth upon the same terms and conditions as are being offered at the time by Lessor to other Lessees of Charter boat Row dockage spaces. However, the term of the new lease shall be for a term of not less than the period remaining on the existing lease. Said option is non-assignable, and must be exercised within thirty (30) days of the business sale. Lessee may obtain preliminary approval of the purchaser by applying to the Lessor prior to such sale to the purchaser. Lessor shall provide preliminary approval or denial of the purchaser not later than forty-five (45) days from the receipt of the application from Lessee. Lessee shall provide such information and documents as may be needed to determine the fitness of the purchaser. Upon change of ownership as described herein, Owner shall pay to the Lessor a transfer fee of \$400

## **27. Taxes**

Should any ad valorem or other taxes be imposed upon the premises involved in this lease, or upon the Lessee, Lessor, occupant or whomsoever, from any source

whatsoever, the same shall be the responsibility of the Lessee and the Lessee shall pay the same promptly.

## 28. **Maintenance of Docks**

- a) The Lessee agrees to keep the docks clean and free and clear of debris, including the sidewalk area adjacent to the dock.
- b) The Lessee agrees not to construct anything on or adjacent to the dock, unless approved by Lessor.
- c) All improvements to the docks shall remain on the premises and become property of the Lessor.

## 29. **Lien**

The Lessee agrees that the Lessor shall have a lien against the above-described vessel, her appurtenances and contents for unpaid sums due or to become due for the use of dock facilities or services or damage caused to any docks or property of the Lessor.

## 30. **Termination**

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

- a) By Lessee's written notice to the Key West City Marina, 1801 North Roosevelt Blvd., Key West, FL 33040, accompanied by tender of unpaid fees or charges;
- b) By breach of any of the covenants or provisions of this Agreement, including the Key West City Marina, Charter boat Marina Regulations as provided by Paragraph 17 above; provided, however, that Lessee shall be entitled to a single warning of any violation of said Marina Regulations delivered as provided in Paragraph 6, and shall have 5 days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and Lessor shall not be required again to issue a warning.
- c) By the dock becoming unserviceable for any reason; provided that Lessor shall repair the dock within a reasonable time period, and further provided that during

such repairs Lessee shall have a right of first refusal of available dockage space on an equal basis with other similarly-situated Lessees.

d) By sale or transfer of ownership or control of the vessel identified herein.

### 31. **Stock Sale/Transfer**

Lessee represents that no issuance or transfer of stock can be accomplished without unanimous approval of the Board of Directors of Lessee, and agrees to seek prior approval of Lessor in the event that more than fifty percent (50%) of said stock is to be transferred or further shares are to be issued.

### 32. **Termination by Lessee**

Lessee shall have the right to terminate this Lease, provided that the Lessee shall give written notice to Lessor not less than two (2) months prior to the date Lessee intends to terminate.

### 33. **Parking**

City shall allow Lessee to count parking spaces located in the City Marina parking lot to meet the off-street parking requirement contained in City Code Section 35.09. No individual parking spaces shall be assigned or reserved for Lessee.

### 34. **Personal Property**

All personal property placed in or moved on the premises above described shall be at the risk of the Lessee and the Lessor shall not be liable for any damage or loss to said personal property for any act of negligence of any co-Lessee or occupant, or of any other person whomsoever.

### 35. **Condition of Premises**

Lessee hereby accepts the premises in the condition, order and repair as they are at the commencement of this term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to said Lessor immediately upon demand and damage caused by any act or neglect of the Lessee, or of any agent,

guests, passengers or person under the control of the Lessee, and the Lessee shall be liable to the Lessor and shall forever hold harmless the Lessor from any and all such damage or loss occasioned to the premises or any of the Lessor's docks, or any of its other properties caused by the acts or negligence of the Lessee or any agent, employee, guest, passenger or person under the control of the Lessee. This Agreement is for the use of berth space only, such space to be used at the sole risk of the Lessee, and the Lessor shall not be liable for the care or protection of the vessel, her appurtenances or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, unless such loss or damage is due to the acts or negligence of the Lessor or any agents, employee, or person under the control of the Lessor. There is no warranty of any kind as to the condition of the docks, walls, gangways, ramps or mooring gear, nor shall the Lessor be responsible for the injuries to persons or property occurring upon the Lessor's property for any reason.

**36. Time; Lessor's Rights Cumulative**

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

**37. Headings Not Part of Agreement**

Lessor and Lessee 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.



# Signature Page

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_..

LESSEE

\_\_\_\_\_  
LESSEE (print name)

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
LESSEE (print name)

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
WITNESS(print name)

\_\_\_\_\_  
Signature & Date

Date: \_\_\_\_\_

\_\_\_\_\_  
LESSOR  
Mark Tait  
Marina Manager

Account Number: \_\_\_\_\_

Received the sum of \_\_\_\_\_

\*Two month deposit: \$ \_\_\_\_\_

\*Refundable with interest at termination of

Agreement, (less any applicable deductions for damages and unpaid rent).

# Key West City Marina @ Garrison Bight Live-aboard Dockage Agreement

THIS LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between CITY OF KEY WEST, ("LESSOR") whose address is 525 Angela Street, Key West, FL 33040-1409, and \_\_\_\_\_ whose address is \_\_\_\_\_ ("LESSEE"). In consideration of the premises hereinafter contained, and other good and valuable consideration, it is mutually agreed as follows:

1. This Lease is for a term of \_\_\_\_ **months** [Dockmaster shall insert term of one year or period of months not to exceed one year.] The LESSEE agrees to pay the LESSOR for pier- slip space, at offices of LESSOR, as rental for:

Slip Number(s): \_\_\_\_ Pier: \_\_\_\_ Name of vessel: \_\_\_\_\_

Doc./Reg./Number: \_\_\_\_\_

Overall Length: \_\_\_\_ Beam: \_\_\_\_ Draft: \_\_\_\_ Gas or Diesel:  
\_\_\_\_\_

Vessel Type: \_\_\_\_ Builder: \_\_\_\_ Year: \_\_\_\_

Lien Holder: \_\_\_\_ Address: \_\_\_\_\_

Insurance Carrier/ Policy No. \_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Owner: \_\_\_\_\_ Additional Owner:  
\_\_\_\_\_

Additional Mailing Address other than above: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Business  
Phone/Other: \_\_\_\_\_

Military Status of Lessee: \_\_\_\_\_  
\_\_\_\_\_

Place of Employment:

Person/Tel. No. to contact in case of emergency if Lessee is unavailable:  
\_\_\_\_\_

**LESSEE agrees to provide written notice of any change in any of the information furnished by LESSEE in this Agreement prior to, but no later than 10 days of the change.**

2. LESSEE'S rental shall be \_\_\_\_\_ per month, plus applicable sales tax of \_\_\_\_\_ for a total of \_\_\_\_\_. The rental amount includes the following utilities: **Sewer/solid waste removal**. Payments are due on the first day of each calendar month. LESSOR shall charge a fifteen percent (15%) penalty for late payment or proceed to eviction as provided in paragraph 8. Excessive late payments, which shall be defined to mean more than three (3) in one (1) lease year, shall be cause for non-renewal of the Agreement as a material breach in accordance with paragraph 8 below. LESSOR may charge additional sums for unpaid rental or proceed to eviction as provided in paragraph 8 hereof. Returned checks will be assessed the amount provided in Florida Statutes Section 166.251. In the event this Lease is renewed, and as long as this Lease shall remain in effect, the annual rental payment for each successive year shall be adjusted, at the commencement of each such lease year, by increasing the base annual 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.
3. 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. This contract is not a bailment of the boat owner's boat but a lease of berthing space, and LESSOR liability is limited to supervision and maintenance of LESSOR'S property. LESSOR's employees will make reasonable efforts to contact boat owner and notify him or her of dangerous conditions requiring his attention. LESSOR assumes no responsibility for tending mooring lines or moving boats from the berths to which they are assigned. Furthermore, the LESSEE may dock a second boat or dinghy in the slip so long as: (1) this second vessel is less than twelve (12) feet in length; and (2) in the opinion of the Dockmaster the slip can safely accommodate this second vessel.
4. LESSEE shall arrange for electrical power and water 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 correctly billed utility charge shall

be considered a material breach of this Agreement and shall be grounds for termination and eviction pursuant to paragraph 8.

5. LESSEE shall not do any repair work on LESSEE's vessel while at berth other than routine maintenance; provided however, that such maintenance repairs shall not result in damage to floats, piers and adjacent vessels. All such repair work shall conform to the City Building Code as it pertains to floating structures, including use of Building Permits, where applicable. LESSEE shall clean up all rubbish and litter resulting from such repairs. LESSEE and his/her guests shall also refrain from any noise or disorderly conduct or any conduct which shall be annoying or disturbing to the other boat owners at the LESSOR's Marina premises. No work shall be done on dock, nor shall materials be stored on dock.
6. Any moneys owed LESSOR shall be a direct lien against the vessel and 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 the charges.
7. 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 vessels which may be held for unpaid costs, storage charges, dockage fees, and any other fees allowed by law.
8. 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 Lease. 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 lease upon thirty (30) days' notice (or sooner in the case of emergency) in the event that the dock or mooring facility becomes unserviceable for any reason. In the event LESSOR otherwise determines not to renew the tenancy, it shall provide LESSEE both thirty (30) days' notice and the option of a hearing before the Port Advisory Board.
9. 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.
10. LESSEE agrees to be responsible to LESSOR and pay for any and all loss or damages to piers, floats or other City facilities caused by LESSEE, his or her

agents, 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 Lease.

11. 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, 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 or other calamities. LESSEE 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 LESSOR is not responsible for injuries to persons or property occurring on LESSOR's property. LESSEE, personally and for his or her family, heirs, and assigns, hereby releases and agrees to hold LESSOR harmless from all liability to same for personal injury, loss of life, and property damage beyond normal wear and tear. LESSEE, personally and for his or her family, heirs, and assigns agrees to indemnify LESSOR for all liability to LESSEE, its family, heirs, assigns, agents, employees, invitees and guests caused by fault of LESSEE. This release and indemnification shall include, but not be limited to (1) acts in connection with LESSEE's vessel, motors and accessories while it is on or near LESSOR's property including the rent space, or while it is being moved, docked, hauled or launched; (2) 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 and appurtenances, personal property, guests, passengers, family or invitees. The indemnification provided herein shall include, but not be limited to all costs, expenses and attorney's fees, including appellate attorney's fees, reasonably incurred by LESSOR based on the foregoing; provided, however, that LESSOR shall give LESSEE written notice of any such claim within time reasonably to allow LESSEE to appear and defend or pay and discharge such claim. At its option, LESSOR may defend against such claims and by so doing shall not waive or discharge LESSEE from its obligations to defend and indemnify as herein contained. This indemnity shall survive the termination of LESSEE's leasehold.
12. Except as provided herein, LESSEE shall purchase and maintain, at a minimum, a \$300,000 liability policy on LESSEE's boat or vessel described herein. LESSEE understands and agrees that LESSOR is in no way liable for any of the foregoing and the purpose of this clause is to insure that LESSEE carries his or her own

insurance. LESSEE shall name the LESSOR as an additional insured on the insurance policy for the vessel for the purposes of notification only. In lieu of providing the insurance coverage's as set forth herein, LESSEE may execute a personal guarantee of self-insurance, on a form provided by LESSOR.

13. 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 of LESSEE described herein, its appurtenances and contents, and LESSEE expressly grants LESSOR a lien therefore in addition to other remedies and liens provided by Florida Statutes, and/or common law admiralty.
14. Except as provided herein, this Agreement shall not be assigned and the slip shall not be sublet or rented by LESSEE to a third party. LESSEE understands and agrees that his or her vessel shall be owner-occupied. LESSEE also understands and agrees that the vessel shall be owner-occupied for a period of two years before a transfer of this Agreement may occur, unless a hardship is determined by the City Manager or his designee upon application for a Consent to Assignment. In the event of a proposed sale of the vessel, the LESSEE shall apply to the LESSOR's City Manager 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 or floating structure, LESSEE is still obligated under this Agreement and LESSOR is not obligated to consent to assign or transfer the leased 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 Lease, the LESSEE or the prospective new owner shall pay to the LESSOR the sum of \$5,000.00 in order to reserve the slip for the continued use of the vessel. 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 Lease Agreement for the new owner. The LESSOR makes the following reservation of rights: (1) the right to evict the vessel if the terms of this Paragraph 14 are not fulfilled; (2) the right to evict the vessel if the new owner assumes tenancy prior to executing a new Lease; and (3) the right to refuse continued use of the slip by a vessel if its proposed new owner has been evicted by the LESSOR either at the City Marina or at the Key West Bight Marina.
15. Written notice mailed or delivered to the premises assigned hereunder or to LESSEE's address as shown above or posted either on the vessel or dockside adjacent to the vessel shall constitute sufficient notice to LESSEE and written notice mailed or delivered to the Marina 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.

16. **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 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 and Marina rules and regulations as adopted at public hearing during the term of this Lease. Upon failure of LESSEE to comply with any such laws, rules or regulations, or to pay the rental herein above provided, this Agreement may be terminated, and LESSOR may remove the vessel 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 from the Marina during any emergency situation or catastrophe.
17. LESSEE agrees to advise the LESSOR of any legal change of ownership of the above described vessel, while subject to this Lease; and of any change in any of the information furnished by LESSEE in this Lease, prior to, but no later than 10 days of such change; provided, however, that a change of ownership arising from an arm's length sale of the vessel is subject to the conditions of Paragraph 14. The person signing below does hereby certify that he/she is the lawful Owner of the vessel herein above described or is authorized to subject such vessel to provisions of this Lease.
18. No refuse or garbage shall be thrown overboard. All garbage and trash shall be placed in the dumpsters and recycling bins provided.
19. 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.
20. The LESSEE shall not dump 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 a lease for a slip to any person who has been convicted of a violation of the No Discharge Zone regulations or ordinances; provided, however, that such person shall be entitled, upon request, to a hearing before the Port Advisory Board to review LESSOR's decision.

21. In the event any portion of this Lease 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 Lease shall remain in full force and effect. This Lease shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.
22. LESSEE agrees that part ownership of the vessel does not in any way create for LESSOR any obligation to furnish dockage space to any partner other than the original signer of this Lease, 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 LESSOR is given thereof, all parties shall be bound by the terms of this Lease and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions. In the event of the death of the LESSEE, this Lease shall remain in the estate or pass to the heir(s) only until the expiration of the Lease 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 14 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 boat under the same terms and conditions as the LESSEE, he/she shall apply for a Consent to Assignment under Paragraph 14. Group, timeshare, or corporate ownership with multiple occupants, tenants, users or transient use shall not be allowed.
23. Prior to exercising any rights whatsoever pursuant to the terms of this Lease, LESSEE shall furnish to LESSOR for its review an original or certified copy of proof of ownership of the vessel. This proof shall consist of either a state-registered title to the vessel 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.
24. The person signing below as LESSEE does hereby certify that the description of the above vessel is correct and that he/she is the registered, lawful owner of the vessel, or authorized to subject the vessel to all provisions of this Lease, 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 Lease by the City Manager of the City of Key West.
25. This Lease shall constitute the entire agreement between the parties. No amendment or modification of any terms or conditions 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 Lease shall be construed to be a waiver of any succeeding breach. Time is of the essence with respect to all particulars of this Lease. If any provision of this Lease is determined by a court



of law to be unenforceable, the remaining provisions shall not be impaired thereby, and this Lease shall be interpreted, as near as possible, to achieve its intent. This Lease shall be governed by the laws of the State of Florida.

# Signature Page

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
LESSEE (print name)

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
LESSEE (print name)

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
WITNESS (print name)

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
LESSOR  
Mark Tait  
Marina Manager  
City of Key West

\_\_\_\_\_  
Date:

Account Number: \_\_\_\_\_

Received the sum of \$ \_\_\_\_\_  
\*Two month deposit: \$ \_\_\_\_\_ \*Refundable with interest at termination of Agreement, (less any applicable deductions for damages and unpaid rent).

Dockage Code: **B275** Amount: \$ \_\_\_\_\_  
Utility Code: U275 Amount: **\$ 25.63**  
Sewer Code: SWR Amount: **\$ 19.53**  
7.5% tax: **ST 413** Amount: \_\_\_\_\_

TOTAL MONTHLY BILLING \_\_\_\_\_

\_\_\_\_\_  
Marina Manager