





## TERMS & CONDITIONS

### 1. Purpose

In consideration of rent and other good and valuable consideration and subject to the covenants set forth herein, LESSOR agrees to lease to LESSEE designated dockage space for the use of LESSEE's vessel.

The permitted use of the vessel shall be for lawful commercial operations, specifically described as: \_\_\_\_\_, and any material change in such use shall require prior written approval of LESSOR, as described in Section 35 of this agreement.

LESSEE agrees that the vessel shall not be used as a primary residence or for any overnight habitation while moored at the dockage space, at any time.

### 2. Dockage Space

The dockage space leased to LESSEE shall be identified as SLIP \_\_\_\_\_ on Pier \_\_\_\_\_ at the City Marina at Garrison Bight in Key West.

Such berth shall be assigned for the exclusive use of LESSEE's vessel, or a replacement vessel of similar size and use. Any replacement vessel must receive prior written approval from LESSOR before substitution.

In the event of an emergency requiring the substitution or replacement of the vessel without prior notice, LESSEE shall provide written notice to LESSOR as soon as practicable, but in no event later than twenty-four (24) hours after such substitution. Any such notice shall not be deemed or construed as approval of the substituted vessel, and LESSEE shall remain solely responsible for obtaining any required approval from LESSOR. LESSOR shall not relocate LESSEE's vessel from the assigned berth without prior notice to LESSEE, except in the event of emergency, safety necessity, or operational requirements of the marina. In such cases, any relocation shall be to a comparable berth reasonably suitable for LESSEE's vessel, taking into consideration draft, beam, and overall length.

### 3. Term

The term of this Lease Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2026 and shall continue for an initial term of five (5) years, unless earlier terminated in accordance with this Agreement (the "Initial Term"). This Agreement shall expire on \_\_\_\_\_.

Provided LESSEE is not in default and has complied with all terms of this Agreement, LESSEE shall have a right to renew the Lease for an additional term upon the terms and conditions established by LESSOR; however, such right of renewal is expressly subject to LESSOR's right, in its sole discretion, to terminate this Lease by providing written notice at least sixty (60) days prior to the expiration of the Initial Term. In the event LESSOR elects to terminate, LESSEE shall have no right of renewal.

Upon expiration of the Initial Term, if this Lease is not renewed and LESSOR has not elected to terminate as set forth herein, this Lease Agreement shall automatically convert to a month-to-month tenancy unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the Initial Term. Thereafter, the month-to-month tenancy may be terminated in accordance with Paragraph 29.

LESSOR may, but shall not be obligated to, provide written notice of proposed renewal terms, including any adjusted rates or conditions, at least sixty (60) days prior to the expiration of the Initial Term. Acceptance of any renewal or month-to-month tenancy shall not be deemed solely by payment of an invoice but may be evidenced by LESSOR's written approval or LESSEE's continued occupancy coupled with payment and acceptance of any revised terms imposed by LESSOR.

Failure of LESSOR to provide notice of renewal terms prior to expiration shall not be deemed a waiver of LESSOR's rights or create any right of renewal in favor of LESSEE.

#### **4. Third-Party Use**

LESSEE shall have exclusive use of the assigned berth for the duration of this Agreement.

LESSOR shall not grant use of the berth to any third-party during periods when LESSEE's vessel is temporarily absent, without LESSEE's prior written consent.

#### **5. Rental Rates**

The rental rate shall be adjusted annually at the commencement of each fiscal year of the City of Key West based on 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 twelve (12) months prior to the adjustment date.

The rental rate in effect at the commencement of this Agreement shall remain subject to such annual CPI-based adjustments during the term.

LESSEE acknowledges and agrees that all rates, fees, and charges are subject to change upon approval by the City Commission and that such changes shall be binding upon LESSEE. LESSOR shall provide written notice of any rate adjustment not less than sixty (60) days prior to the effective date, unless a different notice period is established by official action of the City Commission.

#### **6. Deposit**

LESSEE shall deposit a sum equal to two (2) months' rent (\$\_\_\_\_\_) as a security deposit for the faithful performance of the terms of this Agreement, including payment of rent and repair of damages beyond normal wear and tear.

The security deposit shall be held by LESSOR and may be commingled with other funds. LESSEE shall not be entitled to interest on the deposit, and the deposit shall not be deemed an advance payment of rent or a limitation on LESSEE's liability. LESSOR may apply the deposit to any unpaid rent or to repair

damage to the dockage space or marina facilities to the extent caused by the negligence or willful misconduct of LESSEE, its employees, agents, or contractors.

LESSOR shall provide LESSEE with written notice of any application of the deposit, including an itemized statement of charges.

LESSEE agrees that the security deposit may be adjusted from time to time to maintain an amount equal to two (2) months of the then-current rental rate. Any such adjustment shall be made only in connection with a rental rate increase and LESSEE shall pay any additional deposit required within thirty (30) days of written notice from LESSOR.

Any remaining balance of the security deposit, if any, shall be returned to LESSEE within sixty (60) days after termination of this Agreement, provided LESSEE has fully complied with all terms of this Agreement, surrendered the berth in acceptable condition as determined by LESSOR, and paid all amounts due. LESSOR may retain the deposit, or any portion thereof, until all obligations of LESSEE have been satisfied, including resolution of any pending claims or damages.

## **7. Payments Due**

- a) Rent shall be due and payable monthly in advance on the first (1st) day of each calendar month. Payments may be made at the City Marina at Garrison Bight dock master offices located at 1801 N. Roosevelt Blvd, Key West, or by mail to City Marina at Garrison Bight, P.O. Box 1409, Key West, Florida 33041-1409, or by any other method reasonably approved by LESSOR.
- b) Payments not received by LESSOR by 5:00 p.m. on the **fifth (5th) day of the month** may be assessed a fifteen percent (15%) late fee.
- c) Returned checks shall be subject to the maximum amount permitted under applicable Florida law.

## **8. Utilities**

LESSEE shall arrange for and be responsible for all utility services, including electrical power, water, and sewer, as required for LESSEE's operations.

LESSEE shall pay for such utility services in accordance with the applicable billing schedules of the respective utility providers.

Trash collection services shall be provided by LESSOR and billed to LESSEE as an additional cost, which will be included with monthly rent or separately invoiced.

Failure to pay any utility or trash collection charges shall constitute a violation of this Agreement, subject to the notice and cure provisions set forth in Section 10.

## 9. Advertising Fees

LESSEE shall maintain active membership in the Key West Charter Boatmen's Association, Inc.

LESSEE agrees to pay a monthly advertising fee of **fifty dollars (\$50.00)**, which shall be collected by LESSOR in conjunction with monthly rent or as otherwise billed.

LESSOR shall, on a quarterly basis, remit such collected advertising fees to the Key West Charter Boatmen's Association, Inc.

The Key West Charter Boatmen's Association, Inc. shall provide LESSOR with quarterly reports detailing the use of advertising fees.

## 10. Default / Removal / Sale (LESSEE)

Prompt payment of all amounts due, compliance with the Marina Rules and Regulations incorporated herein, and the performance of each and every covenant, term, and provision of this Agreement are material obligations of this Agreement. Any failure by LESSEE to comply with any provision of this Agreement shall constitute a default; provided, however, that LESSOR may, but shall not be obligated to, provide written notice of default and a limited opportunity to cure as follows:

- For nonpayment of rent or other sums: five (5) days from receipt of notice;
- For all other defaults: ten (10) days from receipt of notice, or such shorter period as LESSOR may determine is reasonable under the circumstances,

Notwithstanding the foregoing, no notice or opportunity to cure shall be required for: (i) any repeated or recurring default (defined as two or more defaults of the same or similar nature within any twelve (12) month period), or (ii) any default which, in LESSOR's judgment, poses a threat to health, safety, property, or marina operations, including but not limited to unauthorized vessel use, hazardous conditions, unlawful activity, or failure to maintain required insurance. In such events, LESSOR may immediately terminate this Agreement and/or exercise any available remedies without further notice.

Notwithstanding the foregoing cure periods, LESSOR may, in its sole and absolute discretion, extend the time to cure for non-monetary defaults if LESSEE promptly commences cure within the applicable period and thereafter diligently and continuously pursues completion of such cure to LESSOR's satisfaction. No such extension shall be deemed a waiver of default, and any extension must be in writing.

LESSOR may terminate this Agreement upon LESSEE's failure to timely cure any default within the applicable cure period, or immediately as provided above, and may exercise any and all rights and remedies available at law or in equity, which shall be cumulative and not exclusive.

Upon termination, LESSOR may apply any prepaid rent and security deposit to amounts due and owing, and any remaining balance shall be returned to LESSEE, if applicable.

Upon termination or default, LESSEE shall immediately vacate and remove the vessel and all personal property from the dockage space. If LESSEE fails to remove the vessel within seven (7) days after the termination date, LESSOR shall have the right, at its option, without further notice, to pursue any and all of the following remedies:

- a) To board and remove the vessel using reasonable care, either by its own power or by tow, to a reasonably appropriate location. LESSOR shall not be liable for damage except to the extent caused by its negligence or willful misconduct. LESSEE agrees to reimburse LESSOR for reasonable and documented costs associated with such removal, relocation, and storage, which may constitute a lien upon the vessel as permitted by applicable law.
- b) To pursue any remedies available under applicable state or federal law.
- c) To enforce any lawful lien rights, including sale of the vessel, only in strict compliance with applicable Florida and federal law, including all required notice provisions. 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**

In the event of a default by LESSEE under this Agreement, and following the expiration of any applicable notice and cure period as set forth in Section 10, LESSEE shall be responsible for all reasonable costs and expenses incurred by LESSOR in enforcing its rights under this Agreement, including reasonable attorney's fees.

In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

LESSOR shall have a lien against the vessel, its appurtenances, and contents for unpaid rent or other sums properly due under this Agreement, and for damages to marina facilities or other property to the extent caused by the negligence or willful misconduct of LESSEE or its agents.

Any such lien shall be enforced only in accordance with applicable law and shall not be exercised unless and until LESSEE has been provided notice and an opportunity to cure in accordance with the notice and cure provisions set forth in Section 10.

#### **12. Release; Indemnity**

This Agreement is for berthing space only. All use of the dockage space and marina facilities shall be at the sole risk of LESSEE. LESSOR shall not be responsible for the care, protection, or security of LESSEE's vessel, its appurtenances or contents, or for any personal property of LESSEE or of LESSEE's agents, employees, guests, passengers, or invitees. LESSOR shall not be liable for any loss, damage, injury, or death arising out of or related to the use of the dockage space or marina facilities, including, without limitation, loss or damage caused by fire, theft, vandalism, collision, equipment failure, wind, hurricane, rain, storm, or other casualty, except to the extent caused by

the negligence or willful misconduct of LESSOR. LESSEE acknowledges that the dockage space and marina facilities, including without limitation seawalls, docks, piers, walkways, gangways, ramps, mooring gear, and utility services, are provided "as is," without warranty of any kind, express or implied. LESSOR shall not be responsible for injuries to persons or property occurring on or about the marina, except to the extent caused by the negligence or willful misconduct of LESSOR.

LESSEE shall be solely responsible for any and all damage to the docks, floats, or other marina facilities arising out of or related to LESSEE's use or occupancy of the premises, or that of LESSEE's employees, agents, contractors, guests, or invitees, whether caused by negligence, intentional acts, or otherwise, except to the extent such damage is directly and solely caused by the gross negligence or willful misconduct of LESSOR. LESSEE's responsibility shall include, without limitation, damage resulting from vessel operation, mooring, or environmental conditions affecting LESSEE's vessel. Normal wear and tear shall be narrowly construed and shall not include any damage that could have been prevented by reasonable care or maintenance by LESSEE. LESSEE expressly assumes the risk of damage from weather, tides, wind, and other natural conditions, and waives any claim against LESSOR for such damage. LESSEE shall be responsible for any and all damage caused by LESSEE's vessel to other vessels, marina facilities, or property within or adjacent to the marina to the extent caused by the negligent or intentional acts or omissions of LESSEE or its employees, agents, contractors, guests, or invitees.

To the fullest extent permitted by law, LESSEE, on behalf of itself and its family, heirs, assigns, agents, employees, guests, passengers, and invitees, hereby releases and agrees to hold harmless LESSOR from any and all claims for personal injury, death, or property damage arising out of or related to this Agreement or the use of the dockage space or marina facilities, except to the extent caused by the negligence or willful misconduct of LESSOR.

LESSEE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents, from and against any and all claims, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs at all levels) arising out of or related to: (i) LESSEE's use or occupancy of the dockage space or marina facilities; (ii) the operation, presence, or condition of LESSEE's vessel, motors, equipment, or personal property; and (iii) the acts or omissions of LESSEE or its agents, employees, guests, passengers, or invitees; except to the extent caused by the negligence or willful misconduct of LESSOR.

LESSOR shall provide LESSEE with written notice of any claim subject to indemnification within a reasonable time. LESSEE shall have the right to defend such claim with counsel reasonably acceptable to LESSOR; provided, however, that LESSOR may participate in such defense at its own expense. Nothing herein shall relieve LESSEE of its indemnification obligations.

LESSEE's obligations under this section shall survive the termination or expiration of this Agreement.

Nothing in this Section shall be construed to waive or limit any rights or protections afforded to LESSEE under other provisions of this Agreement, including but not limited to the notice and cure provisions set forth in Section 10.

### **13. Notices to LESSEE/LESSOR**

All notices required under this Agreement shall be in writing.

Notice to LESSEE may be delivered by any of the following methods: (i) personal delivery; (ii) certified mail (return receipt requested); (iii) nationally recognized overnight delivery service; (iv) electronic mail to an address provided by LESSEE; or (v) posting on the vessel or at the dockage space. Notice shall be deemed effective upon actual delivery or, if delivery is refused or unsuccessful after reasonable attempt, upon such refusal or attempted delivery. Posted notice shall be deemed effective upon posting. Posting of notice on the vessel or dockage space may be used by LESSOR as a supplemental method of notice.

Notice to LESSOR shall be delivered personally, sent by mail, or by email to the to the Marina Manager/Supervisor at the City Marina at Garrison Bight in Key West, or to such other address as LESSOR may designate in writing. The designated email address for service is [gbdockmaster@cityofkeywest-fl.gov](mailto:gbdockmaster@cityofkeywest-fl.gov).

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.

### **14. Condition of Premises**

LESSEE hereby accepts the premises in their present condition, order, and repair as of the commencement of this term, excepting only reasonable wear and tear arising from permitted use under this Agreement. LESSEE shall promptly, upon demand, repair or reimburse LESSOR for any damage to the premises caused by the acts or omissions of LESSEE or any of its agents, employees, guests, passengers, or other persons under LESSEE's control.

LESSEE shall be liable to LESSOR for, and shall indemnify and hold LESSOR harmless from, any and all damage or loss to the premises, docks, or other property of LESSOR arising from the acts or negligence of LESSEE or any of its agents, employees, guests, passengers, or other persons under LESSEE's control.

LESSOR shall be responsible for maintaining all docks, seawalls, and LESSOR-owned signage, subject to ordinary wear and tear and availability of funds.

Nothing in this Section shall be construed to expand LESSEE's liability beyond that set forth elsewhere in this Agreement, including the provisions of Section 12.

### **15. Vessel Insurance**

LESSEE acknowledges and agrees that LESSOR is not, in any manner, an insurer of LESSEE's vessel, property, family, invitees, employees, agents, passengers, or guests. LESSEE shall, at its sole cost and expense, maintain in full force and effect throughout the term of this Agreement a

marine insurance policy providing protection and indemnity coverage. Such policy shall insure both LESSEE and LESSOR against liability for bodily injury, death, or property damage arising out of or in connection with the operation or use of LESSEE's vessel, equipment, or the acts or omissions of LESSEE or its agents, employees, invitees, passengers, or guests. LESSEE shall provide LESSOR with a current Certificate of Insurance at all times evidencing the following minimum coverages:

- Protection and Indemnity coverage with limits of not less than \$1,000,000 per occurrence
- Wreck removal coverage included within the Protection and Indemnity limits
- Vessel pollution liability coverage with limits of not less than \$800,000
- Crew coverage as required by the Federal Jones Act, if applicable
- LESSOR named as certificate holder for purposes of notice of cancellation, non-renewal, or material modification
- LESSOR named as an additional insured

All such insurance shall be maintained with insurers authorized to do business in the State of Florida and shall be primary and non-contributory with respect to any insurance maintained by LESSOR. LESSEE's failure to maintain the required insurance shall constitute a material breach under this Agreement.

Any additional insurance requirements imposed by LESSOR shall be reasonable, commercially customary, and related to the use of the dockage space, and shall not materially increase LESSEE's obligations without mutual agreement.

## **16. 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.

## **17. Ownership; Transfer**

Prior to exercising any rights under this Agreement, and at such times during the term as LESSOR may request, LESSEE shall furnish to LESSOR for review an original or certified copy of proof of ownership of the vessel. Such proof shall consist of an original or certified copy of a state-issued vessel title or documentation issued by the United States Coast Guard.

In all cases, LESSEE shall provide LESSOR with the name of the managing director, partner, or operator of the business. If the individual identified as the managing director, partner, or operator changes, LESSEE shall provide written notice to the Director of Port and Marine Services in accordance with the notice provisions set forth in this Agreement. Any such change shall be subject to the prior approval of the Director of Port and Marine Services.

Except as expressly provided herein, this dockage agreement is not transferable, and no interest herein, including the assigned slip, shall transfer to a new owner of the vessel without the prior written consent of the Director of Port and Marine Services. In the event LESSEE sells both the business and the vessel to a single purchaser, as evidenced by appropriate documentation (including, but not limited to, transfer of applicable occupational licenses, vessel title, telephone number, and credit card operations), and provided such purchaser meets all qualifications required under this Agreement, such purchaser may apply to enter into a new dockage agreement for the subject berth on the terms and conditions then offered by LESSOR to similarly situated lessees. Nothing herein shall obligate LESSOR to approve such application.

If LESSEE is a corporation, partnership, or other business entity, LESSEE shall provide LESSOR with the names of all persons holding an ownership interest and their respective ownership percentages. Any proposed sale or transfer of any ownership interest shall be submitted to LESSOR in writing prior to such transfer. Any transfer made without prior notice to LESSOR shall constitute a material default under this Agreement. The transfer of a partnership interest constituting fifty percent (50%) or more, or any transfer resulting in a change of control of LESSEE, shall be deemed an assignment of this Agreement and shall require the prior written approval of the Director of Port and Marine Services.

Upon any approved change of ownership or transfer of a controlling interest, LESSEE shall pay to LESSOR a transfer fee of Four Hundred Dollars (\$400.00).

### **18. Sale of Business**

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, including but not limited to the transfer of applicable City and County occupational licenses and transfer of title to the vessel, and provided that such purchaser meets all qualifications required under this Lease, such purchaser shall have the option to apply for a new lease for the subject berth upon the same terms and conditions then being offered by LESSOR to other lessees of Charter Boat Row dockage spaces.

Any such new lease shall be for a term not to exceed the remaining term of the existing Lease. This option shall be personal to the purchaser, non-assignable, and must be exercised within thirty (30) days following the sale of the business and vessel.

LESSEE may request preliminary review of a proposed purchaser by submitting an application to LESSOR prior to the sale. LESSOR shall provide written notice of preliminary approval or denial within thirty (30) days of receipt of a complete application. LESSEE shall provide such information and documentation as LESSOR may reasonably require to evaluate the qualifications and fitness of the proposed purchaser.

Upon any approved change of ownership as described herein, LESSEE shall pay to LESSOR a transfer fee of Four Hundred Dollars (\$400.00).

### **19. Sublease**

LESSEE shall not sublease said berth or conduct, or allow to be conducted, any other business operation from said berth.

Nothing in this Section shall prohibit LESSEE from conducting its permitted commercial operations from the dockage space, including the use of the vessel by customers, passengers, crew, employees, agents, or contractors, as otherwise allowed under this Agreement.

## **20. Assignment Limited**

Except as provided herein, this Agreement shall not be assigned. In the event of the death of the LESSEE, this Agreement shall remain in the estate or pass to the heir(s) only until the expiration of the Agreement term. 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 which must be approved by the City Manager. If one of the heirs, acting in his or her sole capacity, qualifies for the tenancy, and desires to become the owner of the vessel and business under the same terms and conditions as the LESSEE, he/she shall apply for a Consent to Assignment. If the heir is granted tenancy, the transfer fee may be waived in the sole discretion of the Director of Port and Marine Services. LESSOR shall not unreasonably withhold consent.

## **21. Dockage Limited to LESSEE and Vessel**

The dockage space provided under this Agreement is for the use of LESSEE and the vessel identified herein, or any approved replacement vessel in accordance with this Agreement.

Nothing in this Agreement shall be construed to grant any right to dockage space to any third party, partner, shareholder, or other affiliated individual or entity, except as expressly permitted under this Agreement.

LESSEE agrees that any partial ownership of the vessel shall not create any obligation on the part of LESSOR to provide dockage space to any partner, shareholder, or other person other than the original partners or shareholders entering into this Agreement, or to any vessel other than that specifically identified herein, regardless of whether the partnership or corporation is dissolved for any reason.

In the event of the dissolution of a partnership or corporation, or the withdrawal of any owner, all parties shall remain jointly and severally bound by the terms of this Agreement and shall remain fully responsible for the payment of all sums due and the strict performance of all covenants and conditions set forth herein.

## **22. Maximum Number of Slips**

LESSEE shall not hold, directly or indirectly, more than two (2) dockage agreements within the City Marina at Garrison Bight in Key West.

For purposes of this limitation, an ownership interest shall be attributed to LESSEE where LESSEE, or any of its principals, affiliates, or related entities, possesses a controlling interest in, or the ability to directly or indirectly control, another entity holding a dockage agreement, as determined by LESSOR in its reasonable discretion. "Controlling interest" shall include, without limitation, the power to direct management or operations, whether through ownership, contract,

voting rights, or otherwise. Passive or non-controlling ownership interests shall not be imputed to LESSEE for purposes of this restriction.

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

LESSEE shall strictly comply with all applicable federal, state, and local laws, rules, and regulations relating to the subject matter of this Agreement, including, without limitation, those governing marinas, boating operations, and passenger-for-hire activities. Such compliance shall include, but not be limited to, regulations of the United States Coast Guard concerning pre-employment and random drug testing, passenger capacity limits, and all applicable federal and state fisheries laws and regulations.

LESSEE acknowledges and agrees that LESSOR may contact the United States Coast Guard or other appropriate regulatory authorities to request inspection of LESSEE's vessel and operations to verify compliance with applicable laws and regulations.

### **24. Marina Rules and Regulations; Emergencies**

LESSEE shall strictly comply with all City of Key West Marina and Charter Boat Marina Rules and Regulations, as may be amended from time to time, which are hereby incorporated into and made a part of this Agreement by reference.

LESSOR, acting through the City Manager or designee, shall have the authority to adopt, implement, modify, or repeal such rules and regulations governing the marina and associated upland areas; provided that such rules and regulations shall be commercially reasonable, non-discriminatory, and related to the operation, safety, and management of the marina. LESSEE agrees to comply with all such rules and regulations, including any amendments thereto, as a material condition of this Agreement.

LESSOR shall provide LESSEE with written notice of any material amendments to such rules and regulations not less than fifteen (15) days prior to their effective date, in accordance with the notice provisions set forth herein.

No rule or amendment shall materially impair LESSEE's rights under this Agreement or conflict with the express terms of this Agreement.

In the event of an emergency involving LESSEE's vessel or marina facilities, LESSOR may take such actions as are reasonably necessary to protect persons, property, or the environment.

LESSEE shall be responsible for the reasonable and documented costs associated with such emergency actions to the extent such emergency is caused by the negligence or willful misconduct of LESSEE or its agents.

LESSOR shall not be liable for actions taken in response to an emergency, except to the extent caused by LESSOR's negligence or willful misconduct.

Any costs properly chargeable to LESSEE under this Section may constitute a lien upon the vessel as permitted by applicable law.

## **25. Storm Preparedness and Vessel Securing**

Pursuant to applicable Florida law, including Section 327.59, Florida Statutes, LESSEE acknowledges responsibility for the proper securing and protection of its vessel in the event of a tropical storm or hurricane.

LESSEE shall take reasonable and timely actions to secure the vessel in a safe and seaworthy manner, which may include relocating the vessel or implementing appropriate storm preparation measures, as determined by LESSEE based on the specific circumstances.

LESSEE acknowledges that the City Marina at Garrison Bight in Key West may, in certain conditions, provide a safer alternative to relocation, and LESSEE may elect to secure the vessel in place provided such actions are consistent with good seamanship and applicable regulations.

LESSOR shall have the right, but not the obligation, to take reasonable actions to secure or relocate the vessel only in the event of an emergency and where LESSEE is unavailable or fails to take appropriate action, and only to the extent reasonably necessary to protect persons, property, or the environment.

LESSEE shall be responsible for the reasonable and documented costs of any such actions taken by LESSOR.

LESSEE shall not be required to remove the vessel from the marina solely upon the issuance of a storm watch or warning, provided the vessel is properly secured.

LESSOR shall not be liable for any loss or damage to LESSEE's vessel or other property arising out of or related to storms, hurricanes, weather events, or any emergency or precautionary actions taken by LESSOR in good faith or in response to actual or anticipated conditions, except to the extent such loss or damage is directly caused by the gross negligence or willful misconduct of LESSOR. LESSEE assumes all risk of loss associated with such events and actions.

## **26. Peaceable Use**

LESSEE shall use the dockage space and marina facilities in a safe, lawful, and orderly manner, and shall not engage in, permit, or allow any activity that interferes with marina operations or the use and enjoyment of the marina by others, or that may pose a risk to persons, vessels, or property.

LESSEE shall not engage in any conduct that, in the judgment of LESSOR, disrupts or may disrupt the orderly operation, safety, or management of the marina.

LESSOR shall have the authority to determine whether conduct is unsafe, disruptive, or otherwise in violation of this Section, and such determinations shall be binding on LESSEE.

Nothing in this Section shall limit LESSOR's right to take immediate action, including suspension of marina privileges or other remedies, in the event of conduct that threatens health, safety, property, or marina operations, subject to the notice and cure provisions set forth in Section 10 to the extent applicable.

## **27. Insolvency, Dissolution**

If LESSEE becomes insolvent, files or is subject to any bankruptcy or insolvency proceeding, is dissolved, or, if an individual becomes legally incompetent during the term of this Agreement, LESSOR may, at its sole option, terminate this Agreement as a default.

LESSOR may, without waiving any rights hereunder, accept rent or other payments from any receiver, trustee, or other court-appointed representative of LESSEE; provided, however, that no such person or entity shall acquire any right, title, or interest in this Agreement or the dockage space without the prior written consent of LESSOR.

Any transfer of rights or interests arising from such circumstances shall remain subject to the provisions of Section 17 of this Agreement.

## **28. Default by LESSOR and LESSEE**

Strict observance of the terms, covenants, rules, and regulations of this Agreement are essential conditions upon which this Agreement is made and accepted.

A violation by LESSEE of any material term of this Agreement shall constitute a default, subject to the notice and cure provisions set forth in Section 10.

A violation by LESSOR of any material term of this Agreement shall likewise constitute a default. In the event of such default, LESSEE shall provide written notice to LESSOR, and LESSOR shall have a reasonable period, not to exceed **thirty (30) days**, to cure such default, or such longer period as may be reasonably necessary provided LESSOR is diligently pursuing a cure.

If LESSOR fails to cure such default within the applicable period, LESSEE may pursue any remedies available under this Agreement or available under applicable law, subject to all limitations and conditions set forth herein. .

## **29. Termination**

This Agreement may be terminated under the following conditions:

- a) By LESSEE, upon not less than thirty (30) days' prior written notice to LESSOR in accordance with Section 13.
- b) Upon a material default by LESSEE, subject to the notice and cure provisions set forth in Section 10. No termination shall occur without compliance with such provisions.

- c) If the dockage space becomes unusable due to damage, planned construction, repairs, casualty, or other conditions beyond the control of LESSOR, LESSOR shall provide LESSEE with not less than sixty (60) days' prior written notice, unless such condition arises from an emergency or operational necessity.

LESSOR may, in its sole discretion, offer alternative dockage within the marina or at another facility. LESSEE shall accept any reasonably suitable alternative space offered by LESSOR. LESSOR makes no representation or warranty that any alternative dockage will be comparable in size, location, or suitability.

If no alternative dockage is available, LESSOR shall use commercially reasonable efforts to identify and offer a suitable alternative dockage space to LESSEE before exercising any right to terminate this Agreement. If, after such efforts, no suitable alternative dockage can be secured, LESSOR may terminate this Agreement upon written notice to LESSEE. In such event, LESSEE shall not be entitled to consequential, special, or punitive damages; however, LESSEE shall be entitled to a prorated refund of any prepaid rent through the effective date of termination, which shall constitute LESSEE's sole monetary remedy.

- d) Upon a transfer of ownership or control of the vessel or LESSEE, except as permitted under Sections 17 and 18 of this Agreement.
- e) If LESSEE violates the limitations set forth in Section 22 (Maximum Number of Slips), subject to the notice and cure provisions of Section 10, if applicable.

LESSEE shall not remove its vessel from the marina while any undisputed fees or charges remain unpaid. LESSEE shall provide reasonable advance notice to the dock master prior to permanent removal of the vessel.

Upon termination, LESSEE shall promptly remove all personal property, equipment, and possessions from the dockage space.

### **30. Charter Booking and Solicitation**

LESSEE shall conduct charter booking and related business activities in connection with the vessel in a professional and orderly manner consistent with marina operations.

LESSEE, its employees, agents, or contractors may be present at or near the vessel for purposes of customer service, booking, and coordination of charters.

Charter booking activities shall be conducted behind the vessel or within the assigned dockage space and shall not obstruct walkways or interfere with other marina operations.

LESSEE shall not engage in or permit aggressive, disruptive, or obstructive solicitation practices that interfere with other marina users, vessel operators, or the safe and orderly operation of the marina.

Any personnel engaged in booking or customer interaction shall be directly affiliated with LESSEE's business and shall comply with all applicable laws and marina rules.

LESSOR may adopt reasonable, non-discriminatory guidelines governing solicitation activities within the marina, provided such guidelines do not materially impair LESSEE's ability to conduct its permitted business operations.

### **31. Marine Sanitation Device**

All inspected and un-inspected vessels, including "six-pack" vessels or larger, shall be equipped with a marine sanitation device approved by the United States Coast Guard for marine use.

Such device shall be properly installed, maintained in good working condition and used in accordance with applicable laws and regulations while the vessel is at dock.

Failure to comply with the provisions of this Section shall constitute a violation of this Agreement, subject to the notice and cure provisions set forth in Section 10.

### **32. Signs and Advertising**

LESSEE may display reasonable signage associated with its vessel and business operations within the assigned dockage space, including signage on the vessel, provided such signage is professional in appearance and does not obstruct walkways or interfere with marina operations.

Any signage placed outside of the vessel or dockage space, or of a size or type not customary for marina operations, shall require prior written approval of LESSOR. SEE DOCK RULES

### **33. Personal Property**

All personal property placed on or about the dockage space shall remain at the risk of LESSEE.

LESSOR shall not be liable for loss or damage to such personal property due to theft, vandalism, or other causes, except to the extent caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors.

### **34. Active Commercial Use**

**Actively Engaged** means the operation of the vessel in a manner consistent with its permitted commercial use, taking into account normal business conditions, including seasonal fluctuations, weather conditions, maintenance, repairs, and other reasonable interruptions. The term shall not require continuous or uninterrupted operation, nor a specific volume of activity.

**Force Majeure** means any event or condition beyond the reasonable control of LESSEE that prevents or delays performance, including but not limited to severe weather events, hurricanes, tropical storms, governmental actions, public health emergencies, labor disruptions, mechanical failures not caused by negligence, and other similar circumstances.

LESSEE shall operate the vessel in a manner consistent with the permitted commercial use described in Section 1 of this Agreement, taking into account normal business conditions, seasonal fluctuations, weather, and Force Majeure events.

LESSEE shall not be deemed in default for temporary reductions or interruptions in operations that are reasonable under the circumstances.

In the event LESSEE anticipates or experiences a disruption of commercial operations exceeding thirty (30) consecutive days, LESSEE shall provide written notice to LESSOR with a general explanation of the cause of such disruption.

LESSOR may inquire, upon reasonable notice, as to whether the vessel continues to be engaged in active commercial use; however, LESSEE shall not be required to provide internal business records, trip logs, or operational data. A determination that LESSEE is not engaged in active commercial use must be based on reasonable and objective factors and shall not be made arbitrarily.

Any failure to maintain active commercial use shall be subject to the notice and cure provisions set forth in Section 10. However, any subsequent violation of this requirement within a twelve (12) month period shall constitute an immediate default, and LESSOR shall not be required to provide further notice or opportunity to cure under Section 10.

### **35. Miscellaneous Provisions**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, and understandings relating to the subject matter herein.

No amendment or modification of this Agreement shall be effective unless in writing and signed by both LESSOR and LESSEE.

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Time is of the essence with respect to the performance of all obligations under this Agreement.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Agreement shall be interpreted to best effectuate the intent of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

### **36. Headings**

Headings are for convenience only and do not affect interpretation.

### **37. Prior Agreements Terminated**

Execution of this Agreement by LESSEE and LESSOR shall supersede and terminate any and all prior agreements, contracts, or leases between the parties relating to the subject dockage space.

### **38. Authority to sign**

The individual executing this Agreement on behalf of LESSEE represents and warrants that they are duly authorized to enter into this Agreement and to bind LESSEE to its terms.

LESSEE further represents that the information provided regarding the vessel is accurate to the best of its knowledge and that LESSEE has the lawful authority to subject the vessel to the terms of this Agreement, including any provisions relating to liens as permitted by applicable law.

### **39. Sovereign Immunity**

Nothing in the Agreement shall be construed to increase the liability of the City beyond that allowed under Florida law, including section 768.28, Florida Statutes. The City shall not be liable for punitive, special, or consequential damages except to the extent such liability is imposed by law and cannot lawfully be disclaimed.

### **40. Ethics; Nondiscrimination; ADA**

LESSEE shall comply, as applicable, with Florida Statutes 112.313 and shall not knowingly permit any prohibited conflict of interest in connection with this Lease.

LESSEE shall not unlawfully discriminate in its operations or use of the premises and shall comply with all applicable civil rights laws, including the Americans with Disabilities Act (ADA), as may be applicable to LESSEE's activities.

Failure to comply with this Section shall constitute a material default under this Lease.

### **41. Public Records**

To the extent applicable, LESSEE shall comply with Section 119.0701, Florida Statutes, and all other applicable public records laws. LESSEE shall keep and maintain any public records required by LESSOR in connection with LESSEE's use or occupancy of the premises under this Lease.

Upon request from LESSOR's custodian of public records, LESSEE shall provide LESSOR with a copy of any requested public records, or allow such records to be inspected or copied, within a reasonable time and at a cost that does not exceed that permitted by law. LESSEE shall ensure that any public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

Upon expiration or termination of this Lease, LESSEE shall, at no cost to LESSOR, transfer to LESSOR all public records in LESSEE's possession relating to this Lease. If LESSEE is legally authorized to retain such records, LESSEE shall maintain them in accordance with all applicable retention requirements. Any duplicate records that are exempt or confidential and exempt shall be

destroyed in accordance with applicable law. All electronic records shall be provided in a format compatible with LESSOR's information technology systems.

Requests to inspect or copy public records relating to this Lease must be made directly to LESSOR. If LESSOR does not possess the requested records, LESSEE shall, upon notice from LESSOR, provide such records to LESSOR or allow them to be inspected or copied within a reasonable time.

Failure to comply with this section shall constitute a material default under this Lease and may subject LESSEE to all remedies available to LESSOR under this Lease and applicable law.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City Clerk / Custodian of Public Records  
City of Key West  
P.O. Box 1409  
Key West, Florida 33041  
Phone: (305) 809-3832  
Email: [clerk@cityofkeywest-fl.gov](mailto:clerk@cityofkeywest-fl.gov)**

## **Charter Boat Dock Rules and Regulations 2026**

### **1. General Compliance**

Lessee shall comply with all applicable marina rules and regulations as may be reasonably established and amended by Lessor, provided such rules are applied uniformly to similarly situated tenants and do not materially interfere with Lessee's business operations.

### **2. Dock Boxes**

Dock boxes may be used by Lessee for storage, including the protection of freezers, business equipment, and operational supplies. Dock boxes used as freezer covers shall be supplied and installed by Lessor.

All electrical and plumbing installations performed by Lessee shall comply with applicable City Building Codes and permitting requirements.

On Amberjack Pier, Lessee shall be permitted one (1) dock box per slip. Dock boxes shall be located on the composite dock and shall not be placed on the sidewalk. Placement and securing of dock boxes shall be coordinated by Lessor.

On Bonefish and Bonita Piers, Lessee shall be permitted one (1) dock box per slip. Dock boxes may be placed on the sidewalk, provided they are not located within covered walkway areas and do not obstruct pedestrian access between the parking lot and sidewalk. Placement and securing of dock boxes shall be coordinated by Lessor.

### **3. Ice Machines / Rod Storage**

Lessee shall be permitted one (1) ice machine per slip, subject to reasonable size and placement standards consistent with existing installations. All ice machines require prior approval from Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

All ice machines shall be enclosed within a protective cover. Such enclosures may be designed to incorporate additional storage for rods and tackle.

Lessee may, in addition to an ice machine, maintain integrated or separate storage units for rods, tackle, and operational equipment, provided such structures are consistent with existing improvements currently in use at the marina and do not create safety hazards or obstruct access.

In lieu of an ice machine, Lessee may install a vertical storage unit for rods and tackle, subject to reasonable dimensional guidelines.

All installations shall comply with applicable safety and code requirements.

### **4. Signage**

Lessee shall be permitted to display one (1) sign, not to exceed two feet (2') in height by six feet (6') in length, attached to the street-side rafter of the covered walkway. The sign shall be mounted to the upper portion of the rafter and may include the vessel name on the dock-facing side.

In addition, Lessee may display one (1) sign on the vessel, not to exceed three feet (3') by three feet (3'). Such signage shall remain affixed to the vessel.

Lessee may also attach a business identification sign to an approved fish rack, in accordance with applicable size limitations.

For Lessees without a fish rack, a banner or sign may be displayed within the lid of a dock box, provided the lid remains open only during business hours, the display is properly secured, and does not create a safety hazard or obstruct access.

All signage shall be professionally maintained and shall not create safety hazards or obstruct visibility.

Signage shall be limited to identifying the business and/or vessel assigned to the slip and shall not advertise unrelated third-party businesses.

#### **5. Covered Walkway**

Except as expressly permitted herein, no items shall be attached to or suspended from the covered walkway or its structural supports, except for approved signage or equipment consistent with existing permitted uses.

#### **6. Fish Mounts**

All existing fish mounts are permitted to remain in their current locations. No removal, relocation, or modification shall occur without the mutual written agreement of Lessor and the Key West Charter Boatmen's Association.

#### **7. Rack Card / Business Card Displays**

Lessee shall be permitted one (1) rack card or business card display per slip, mounted to the I-beam at the assigned location. Displays shall be limited to a single rack card holder or one (1) business card slot and shall not exceed one card in width and height.

Rack card and business card displays are the sole responsibility of the Lessee.

All materials displayed shall be limited to promoting the business and/or vessel assigned to the slip and shall not advertise unrelated third-party businesses.

#### **8. Slip Lighting**

Lessor shall provide a light fixture for illumination of the slip. Lessee shall be responsible for supplying electrical service to the fixture.

All electrical installations shall comply with applicable City Electrical Codes and permitting requirements.

## **9. Fish Racks**

Lessee shall be permitted one (1) fish rack per slip, to be provided by Lessor.

All existing fish racks currently installed may remain in place, provided they do not present a safety hazard.

Lessee may attach a business identification sign to the fish rack, not to exceed two feet (2') in height by three feet (3') in length, unless otherwise approved by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

## **10. Dock Furniture and Loose Gear**

Except for furniture provided by Lessor, no tables or benches shall be placed on the dock.

Lessee may maintain up to two (2) chairs per slip, subject to approval by Lessor, which shall not be unreasonably withheld, conditioned, or delayed. All chairs shall be maintained in good condition and properly secured when not in use. Chairs shall remain on composite or wood decking at all times and shall not be placed within public walkways.

Except for coolers, loose gear, fish cages, and other equipment not capable of being stored within dock boxes shall not be permitted on the dock. Lessee shall be permitted one (1) cooler per slip, which must be kept on composite or wood decking and shall not obstruct access or create a safety hazard.

## **11. Maintenance of Docks**

### **a. Cleanliness**

Lessee shall maintain its assigned dock area, including the immediately adjacent sidewalk, in a clean and orderly condition, free of debris resulting from Lessee's operations.

### **b. Construction and Alterations**

Lessee shall not construct permanent structures on or adjacent to the dock without prior written approval from Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

### **c. Improvements**

Any permanent improvements installed by Lessee, with Lessor's approval, shall remain with the premises upon termination of this Agreement, unless otherwise agreed in writing.

### **d. Non-Permanent Items**

Lessee may place non-permanent structures, equipment, or furniture on the dock or adjacent sidewalk, provided such items are consistent with permitted uses, do not create safety hazards, and do not obstruct access. Approval by Lessor shall not be unreasonably withheld, conditioned, or delayed.

**12. Consumption of Alcohol**

Consumption of alcoholic beverages on City property shall be governed by applicable City ordinances and regulations. Any violations shall be subject to enforcement and penalties as provided by law.

**13. Storage of Hazardous Materials**

Hazardous materials shall not be stored on or adjacent to any dock except in reasonable quantities necessary for normal vessel operations.

Such materials, including but not limited to fuel, oils, and related marine products, shall be properly stored, secured, and handled in accordance with all applicable laws, regulations, and safety standards.

**14. Fueling**

Lessee shall be permitted to fuel vessels via land-based fuel delivery, including fuel trucks, in accordance with applicable laws, regulations, and safety standards.

Lessee shall comply with Lessor’s fueling procedures, provided such procedures are reasonable, uniformly applied, and do not materially interfere with normal operations.

**15. Vessel Cleaning**

Lessee shall comply with all Clean Marina standards and environmental best practices applicable to City Marina.

In support of the marina’s Clean Marina designation, cleaning products containing bleach, phosphates, or petroleum-based substances shall not be used on marina property.

Lessee agrees to utilize environmentally responsible cleaning methods consistent with the marina’s environmental policies and applicable regulations.

**16. Parking**

Lessor shall designate parking areas for use by Lessee, its employees, customers, invitees, and contractors.

Parking areas adjacent to slips shall remain primarily available for customer access. Parking policies shall be applied in a consistent and non-discriminatory manner.

No individual parking spaces shall be permanently assigned, reserved, or blocked off for exclusive use unless otherwise agreed in writing.

**17. Solid Waste and Fish Carcass Disposal**

Lessee shall dispose of all solid waste and fish carcasses in designated enclosed disposal areas located within the marina.

Lessor shall provide and maintain adequate waste and fish disposal facilities, including regular servicing, consistent with the operational needs of Lessees.

Disposal of fish carcasses in the waters of Key West is prohibited in accordance with applicable City ordinances.

Bulk items, including but not limited to freezers, appliances, or large equipment, shall not be discarded on marina property or within designated waste areas. Lessee shall be responsible for the proper removal and disposal of such items in accordance with applicable laws and regulations. Any violation will be subject to section 10 of this Agreement.

**18. Recycling**

Lessee shall support and participate in recycling programs established by Lessor in furtherance of the marina's commitment to environmental stewardship and sustainable practices.

Such programs shall be clearly communicated, reasonably implemented, and uniformly applied across all Lessees.

**19. No Wake Zone**

All navigational waters within Garrison Bight are designated as a no wake zone.

Lessee shall ensure that all vessels operate at idle speed when entering, exiting, or maneuvering within the marina, and in a manner that does not create a wake or unsafe conditions.

All vessel operations shall comply with applicable laws and marina safety requirements.

**\*\* REMAINDER OF PAGE INTENTIONALLY LEFT BLANK \*\***

**LESSEE/LESSOR SIGNATURE PAGE**

**LESSEE:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Executed by Lessee on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LESSOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Executed by Lessor on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.