

RULES AND REGULATIONS FOR DOCKAGE AND LIVEBOARDS

AT THE KEY WEST BIGHT MARINA

1. City indicates any person authorized to represent The Key West Bight Marina. Owner is any boat owner legally within the marina or a designated boat captain as referred to in the Agreement of which these Rules and Regulations are made and attached hereto.
2. Any waterborne vehicle or structure entering the marina is under jurisdiction of the City and shall be berthed as directed.
3. THE CITY IS NOT RESPONSIBLE FOR ANY LOSSES ON OR DAMAGES INCLUDING BUT NOT LIMITED TO FIRE, THEFT, And VANDALISM TO BOATS IN THE MARINA. EACH OWNER WILL BE HELD RESPONSIBLE FOR DAMAGES WHICH HE MAY CAUSE TO OTHER BOATS IN THE MARINA OR FOR DAMAGES TO ANY STRUCTURE. ANY BOAT WHICH MAY SINK IN OR NEAR THE MARINA SHALL EITHER BE RE-FLOATED OR REMOVED BY THE OWNER WITHIN 48 HOURS OR A FINE OF \$100.00 PER DAY SHALL BE LEVIED.
4. CITY DOES NOT CARRY INSURANCE COVERING THE PROPERTY OF THE OWNER; IT BEING THE RESPONSIBILITY OF THE OWNER TO ADEQUATELY INSURE THEIR PROPERTY. THE USE OF SAID FACILITIES BEING ENTIRELY AT THE RISK OF OWNER 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 unless special permission is granted by the City.
6. Boats in the marina will present a neat and orderly appearance and will be maintained in a seaworthy fashion.
7. No persons will be allowed to reside permanently aboard any boats berthed or anchored in the marina unless they are paying a liveaboard rate.
8. Boats not marked or identified as required by law will not be permitted within the marina.
9. Owners will record with the City their permanent place of residence and business addresses as well as local telephone numbers as a mutually protective measure.
10. The City shall have the right to inspect all boats in the marina to determine seaworthiness and adherence to local, state and Federal Fire and Safety regulations

and Marine Sanitation Device requirements. Boats not in compliance will be removed from the Marina.

11. The Dock master reserves the right to refuse dockage to boats that are not maintained in a neat, orderly, seaman like fashion.

12. No boats within Key West Bight Marina shall be operated in excess of the established speed limit of idle speed and no wake.

13. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose and other debris shall be placed where specified by the City. No pumping of oil from bilge is allowed. Owner shall be responsible for the actions and conduct of their guests.

14. Disorder, depredations, or indecorous conduct by an Owner or his visitors which may infer or offend a reasonable person, cause damage to property or harm the reputation of the marina will be cause for immediate removal of the boat from the Marina.

15. No swimming, diving or fishing will be permitted within the Marina, with the exception of necessary repair work.

16. Advertising and/ or solicitation of business on Charter boats is subject to existing zoning laws and applicable City ordinances.

17. All boats will be tied up in a manner acceptable to the City or shall be removed. The City reserves the right to properly tie up a boat in the owner's absence and to assess a service fee. No rafting will be allowed, except under the direction of the Dock master.

18. All boats in the Marina shall be equipped and operated according to the Rules of the Road and the Navigation Laws of the United States, State of Florida.

19. Boats entering the marina during an emergency shall pay normal fees.

20. No subleasing of berths or transfer of boats between berths will be allowed. Only an authorized Marina employee, acting on behalf of the City, shall authorize transfer of boats from berth to berth.

21. The City may lease any berth that is vacated for more than twenty four hours. It is the Owners responsibility to inform the city of the times they will be absent.

22. No commercial activity by any Owner will be allowed on Marina property or on boats docked at the Marina without the prior approval of the City.

23. All rentals shall be paid in advance. Refunds for prepaid rentals shall be 50% one month prior to rental period. No refunds shall be paid within 30 days of the rental period.
24. Transients will pay at the beginning of the stay, on a day-to-day basis.
25. Owners will not be allowed to have two (2) boats in a slip unless the second boat is a dinghy that can be stored on-board.
26. All liveaboard vessels using holding tanks must be pumped out on a regular basis.
27. All liveaboard vessels must be inspected by the Dock master or his designated representative before they can be accepted in the Marina.
28. This agreement is for the use of slip space only. Such space is to be used at the sole risk of the owner. The Key West Bight Marina shall not be liable for the cause of the protection of the boat, including gear, equipment and contents or for any loss or damage of whatever kind or matter to the boat, contents, gear or equipment. (Owner indemnifies and holds City harmless against any loss, cost, suit or claim arising therewith whether or not such loss, cost, suit or claim is based upon the sole negligence of City or otherwise).
29. Boat owners are responsible for damage to dock structures and pilings. In the event of an emergency City reserves the right to move boats to other mooring places. It is expected that boat owners keeping their boats at Marina during the hurricane season will have made arrangements for the safe and sheltered anchorage of their boats elsewhere on the approach of a storm. In the event of a hurricane or tropical storm, the City assumes no responsibility for Owner's property. Owner shall be liable for damage caused to City property caused by the presence of Owner's vessel in the marina during hurricanes or tropical storms.
30. Transient boat owners should report to the City's office on arrival to make financial arrangements for their stay. Boats checking out must settle their account before departure. All personal property must be removed from the dock boxes (if supplied) at the termination of this license agreement.
31. Noise should be kept to a minimum at all times.
32. Piers are to be kept clear at all times. Storage of loose gear is not permitted.
33. Owner desiring to convert dock in any manner, add extra padding or buffer strips or install mooring arms, or to make any use of utilities, must first secure the written permission of the City and said Owner may be required to pay additional charges for additional services or facilities. Improvements placed on the docks by the Owner become the property of the City when the space is vacated.

34. The City will not be responsible for any injuries (including death) or property damage resulting, caused by, growing out of the use of dock or harbor facilities; that Owner indemnifies, releases and discharges City from any and all liability from loss, injury or damages to persons or property sustained while in or on the facilities of City.

35. The Owner agrees to abide by the Rules and Regulations posted or hereafter posted by the City for the operation of the facilities and the action and conduct of the public.

36. In general, an Owner may do minor work on their own boat if such work does not interfere with the rights and privileges of the other persons but an Owner may not use the services of any other dealer, mechanic, craftsman or other person on the premises of City without first securing prior approval of the City. All work not minor in nature (minor cosmetic maintenance) shall be approved by the Dock master before commencement. Generally all major maintenance and repair will not be allowed in regular slips.

37. Rent on dock space shall be payable in advance. Owner agrees to advise City of intent to remove boat from the facility before actually moving same, and further not to remove same if any fees or charges are outstanding.

38. No boat is to be removed from its space unless and until all charges/fess for space rental, service or materials as aforesaid have been paid in full. Payment by check shall not be considered payment until collection upon said check has been obtained. Further, City shall have the right to take over the property of the Owner and to secure the property/boat to the dock, or to store it in any other location as City deems reasonable. Dock space made vacant by the removal of property/boat of the Owner shall then be rented to another Owner at the discretion of the City.

39. Owner agrees that in the event space rental fees and charges as aforesaid are not paid when due and such non-payment is continued for sixty (60) days, or more, then the stored boat may be sold at judicial or non-judicial public or private sale by the City for charges or other fees as is provided for by Florida Law (including but not limited to Florida Statutes Chapter 371 and Chapter 713). The Owner shall be obligated to pay any deficiency resulting from said sale. This provision is not in lieu of any Federal maritime lien.