

LIVEABOARD DOCKAGE AGREEMENT

City Marina at Garrison Bight

1801 North Roosevelt Blvd, Key West, FL 33040

Telephone: (305) 809-3981

Email: gbdockmaster@cityofkeywest-fl.gov

This is a DOCKAGE AGREEMENT between City of Key West ("LESSOR"), 1801 North Roosevelt Blvd, Key West, FL 33040, and _____ ("LESSEE"), for the dockage of the described vessel/floating home on the terms and conditions as hereinafter provided, at City Marina at Garrison Bight.

VESSEL/FLOATING HOME

Name: _____ Make: _____ Year: _____

Registration/Documentation #/Alternate Key: _____ Color: _____

Length: _____ Beam: _____ Inboard: _____ Outboard: _____ Diesel: _____ Gas: _____

Draft: _____ Power: _____ Sail: _____ Coast Guard approved head: Yes _____ No _____

Lien Holder: _____ Address: _____

Phone: _____

OWNER (Proof of ownership required)

Name(s): _____ Primary Phone _____
First MI Last

Name(s): _____ Primary Phone _____
First MI Last

Name(s): _____ Primary Phone _____
First MI Last

Primary Address: _____
Street City, State, Zip

Billing/Mailing Address (in accordance with Paragraph 39):

Street City, State, Zip

Email Address (in accordance with Paragraph 39) for all correspondence:

Notify in Case of Emergency/Urgency*:

Name(s): _____ Phone: _____

_____ Phone: _____

**If no contact made at Emergency phone number(s), Primary Phone number(s) to be used.*

VESSEL/FLOATING HOME INSURANCE (Proof of Insurance Required Note: City of Key West must be included as an "Additional Insured," for notification purposes and in compliance with the provisions of this agreement, as set forth below)

Carrier: _____ Policy Number: _____

Agent Name: _____ Phone: _____

DOCKAGE INFORMATION

Dockage Space Assigned Pier: _____ Slip Number: _____

Dockage Term: _____

Commencement Date: _____
Month/Day/Year

CHARGES

Regular Monthly Dockage and Service Charges Account Number _____

Dockage (30' minimum) (Code B275) \$ _____ Per Foot _____ Per Month

Wide Beam (Over 15') (Code B277) \$ _____ Per Foot _____ Per Month

Solid Waste/Recycling Utilities (Code U275) \$ _____ Per Month

Capital Improvement/Maintenance Assessment \$ _____ Per Foot _____ Per Month

Sales Tax (7.5%) _____ Per Month

Total Monthly Billing \$ _____ Per Month

TERMS & CONDITIONS

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Attachments:

- A. Approved Consent of Lease Assignment Form (1 page)
- B. Marina Liveaboard Rules and Regulations (3 pages)
- C. Mail Policy (1 page)
- D. Environmental Policy (1 page)
- E. Parking Policy, (2 pages)
- F. Vacant Slip Policy (2 pages)
- G. Personal Hurricane Plan, Form (1 page)
- H. Guest/Caretaker Information Handout (1 page)

DEFINITIONS

- **City Marina or Marina:** The upland property and docks owned by the City in Garrison Bight.
- **Garrison Bight:** Waters surrounding the City owned marina
- **Port and Marine Services Director or Director:** The person designated by the City to oversee all port and marine operations for the City of Key West
- **Marina Manager:** Person designated by Port and Marine Services Director to manage City Marina.
- **Dockmaster Supervisor/Dockmaster:** Marina staff member responsible for day-to-day operations of City Marina.
- **LESSOR:** The City of Key West
- **LESSEE:** Agreement holder tenant of City Marina
- **Vessel/Houseboat:** Has proper current registration documents issued by a valid governmental agency within the United States, has a helm station that allows safe navigation under its own propulsion and fulfills all legal requirements as proscribed by the relevant governmental agency appropriate for the size and type of vessel. Vessels (Houseboats are Vessels) determined to be non-navigable in 2026 as of date of lease signing shall be grandfathered to remain in the marina as non-navigable and must remain in compliance with all other Vessel/Houseboat Marine Survey requirements.
- **Floating Home:** Any structure designed to be waterborne and which is used primarily as a dwelling, but not including vessels used primarily as mobile waterborne vessels for transportation. Floating structures/floating homes are expressly excluded from the definition of the term "vessel". Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a floating structure.
- **Registration:** Means a state operating license on a vessel which is issued with an identifying number, an annual or multi-year certificate of registration, showing the year for which the registration fee is paid, and a decal designating the expiration date.
- **Spouse:** Means the person to whom a Tenant is legally married under the laws of the State of Florida or another jurisdiction whose marriage is recognized in Florida, whether of the same or opposite sex. The term does not include a former spouse following divorce or legal dissolution, and does not include a fiancé, domestic partner, or other cohabiting partner unless expressly approved in writing by the Landlord.
- **Dependent children:** Means a natural child, adopted child, stepchild, or legally placed foster child of the Tenant or the Tenant's spouse who is dependent upon the Tenant or the Tenant's spouse for financial and physical support and care, and who resides in the leased premises on a full-time or court-approved part-time basis. The term includes a child with a physical, developmental, or intellectual disability who requires ongoing financial or physical support from the Tenant or the Tenant's spouse, regardless of the child's age.

LEASE TERM, CHARGES, FEES, UTILITIES

1. LESSEE'S initial lease term shall be for a period of one (1) year and does not convey any property ownership interest in the slip or marina facilities. Unless terminated in accordance

with the terms of this Agreement, and provided that LESSEE is not in default of the Lease Terms and Conditions or the Marina Rules and Regulations, this Agreement shall automatically renew for successive one (1) year terms.

2. Payments (including applicable sales tax) are due in advance on the first day of each calendar month. Charges are prorated if term commences other than on the first day of the applicable month. Any rental payment not received by LESSOR by 5:00 pm on the 5th day of the month will be assessed a fifteen (15) percent late payment fee. Returned checks will be assessed the amount provided in Florida Statutes Section 166.251.
3. Dockage Fee includes base rent (\$ _____), plus \$1.00 per foot for an assessment for capital improvement and capital maintenance, plus Solid Waste Removal and Recycling (\$ _____). LESSEE subject to additional per foot width charge of (\$ _____) for beams over 15 wide. First and last month's rent, and an amount equal to one (1) month rent as a security deposit, shall be paid upon signing this agreement.
4. Rental payment shall be adjusted October 1st of each year by increasing the base rent by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to August 1st of each year.
5. LESSEE shall arrange for electrical power, water, and sewer from the appropriate utility. Charges for electrical power, water and sewer shall be billed directly to the LESSEE by the local utility providers, Keys Energy Services and Florida Keys Aqueduct Authority. LESSEE agrees to pay all utility charges in accordance with the rates and schedules established by the respective providers and shall maintain continuous utility service for the duration of the Agreement. Failure to pay any utility charge shall constitute a material breach of this Agreement and shall be grounds for termination and eviction pursuant to Paragraph 9.

DELINQUENCY, VIOLATIONS, TERMINATION, OBLIGATIONS

6. Strict observance of the conditions, covenants, Marina Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Violation of any of LESSOR's Terms and Conditions or Marina Rules and Regulations by LESSEE, shall constitute a default, subject to provisions under Paragraph 9.
7. Any monies owed LESSOR shall constitute additional rent and be a direct lien against the vessel/floating home and a continuing lien wherever the vessel/floating home 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 being billed, has failed to make payment, then the person signing shall, upon demand, promptly pay the charges.
8. 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 vessel/floating homes which may be held for unpaid costs, storage charges, dockage fees, and any other fees allowed by law.

9. 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 Agreement, if uncorrected by LESSEE after notice by LESSOR. In the event of such default and termination, LESSOR shall provide LESSEE with notice as set forth in Chapter 83 and may terminate the Agreement upon thirty (30) days' notice (or sooner in the case of emergency) in the event of such default and termination. 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. Both parties waive trial by jury on any action brought to enforce or otherwise related to this agreement.

OCCUPANCY, GUESTS, CARETAKERS

10. LESSEE agrees that the vessel or floating home shall be owner-occupied by LESSEE, permitted together with LESSEE's spouse and dependent children, if any, whose names and familial relationship shall be disclosed to LESSOR in writing. Any other individual residing on or occupying the vessel or floating home shall be considered a roommate and must be disclosed to and approved in writing by LESSOR prior to occupancy. The presence of any roommate shall be deemed permissive only and shall not create any tenancy, possessory right, or independent right of occupancy in favor of such person. Regardless of temporary absence or seasonal travel status, LESSEE shall remain fully responsible for the conduct of all occupants and guests and for their compliance with all terms of this Agreement and the Marina Rules and Regulations and subject to the prohibitions and penalties set forth in Paragraph 9. If LESSEE ceases to occupy the vessel or floating home, or otherwise fails to maintain actual shared occupancy, LESSOR may immediately terminate the authorization for any roommate to remain aboard. In such event, any roommate or other occupant shall have no right to remain on the vessel or within the marina and must vacate immediately upon notice from LESSOR.
11. A guest or guests staying aboard the vessel or floating home in LESSEE's absence may remain for no more than ten (10) consecutive days per visit within a thirty-day period without prior written approval from LESSOR. LESSEE may permit a pet caretaker to stay aboard in LESSEE's absence only with prior written approval from LESSOR of the requested duration. LESSEE may permit a vessel/floating home caretaker to stay aboard in LESSEE's absence only with prior written approval by LESSOR of the requested duration, provided a proposed caretaker's relationship to the LESSEE or a copy of the financial contract with a hired caretaker is submitted in writing for consideration to LESSOR. Caretakers are permitted solely for the limited purpose of temporarily overseeing and maintaining the vessel or floating home and are distinct from roommates. Caretakers shall not pay rent, contribute to household expenses, or otherwise provide to LESSEE any compensation or consideration related to occupancy of the vessel or floating home.

LESSEE shall provide LESSOR with the name(s) of any guests or caretakers staying aboard during LESSEE's absence, together with the anticipated dates of occupancy, by completing the Marina Guest/Caretaker Information Form (Attachment H) prior to the commencement of such stay. LESSEE shall also provide such guests or caretakers with the marina office contact information and emergency contact information by providing them with completed Attachment

H documents. Any arrangement that constitutes subleasing, rental, or other prohibited occupancy shall constitute a material breach of this Agreement and shall be subject to the prohibitions and penalties set forth in Paragraph 9 and Paragraph 15.

12. LESSEE shall remain fully responsible for the conduct of all guests and caretakers and for ensuring compliance with all Terms and Conditions and the Marina Liveaboard Rules and Regulations. Any misuse or abuse of the guest or caretaker provisions of this Agreement shall constitute a default under this Agreement and may result in termination and eviction pursuant to Paragraph 9 and applicable Florida Landlord-Tenant Law.

ASSIGNMENT, SUBLEASING, & PROHIBITION ON SHORT-TERM RENTALS

13. Except as expressly provided herein, this Agreement shall not be assigned. The dock slip at all times and LESSEE's vessel/floating home or any portion thereof while berthed in the marina shall not be subleased, licensed, or similarly permitted by any third party without the prior written consent of LESSOR, which may be granted or withheld in LESSOR's sole discretion.
14. The dock slip at all times and LESSEE's vessel/floating home while berthed in the marina, shall be used solely for the purposes authorized under this Agreement and shall not be used for transient occupancy, commercial lodging, or short-term rental purposes. LESSEE is expressly prohibited from advertising, listing, renting, or offering the vessel/floating home for such purposes while berthed in the marina, or the dock slip at all times, for occupancy through any online platform or transient rental service, including but not limited to Airbnb, VRBO, or any similar service.
15. Violations of paragraphs 13 or 14 shall constitute a default under this Agreement and may subject LESSEE to a fine of up to three (3) months' rent. A second violation within a twelve (12) month period shall constitute a material breach of this Agreement and shall be grounds for suspension, termination, or revocation of this Agreement per Paragraph 9 by LESSOR in accordance with the terms of this Agreement and applicable law.

VESSEL/FLOATING HOME OWNERSHIP, REGISTRATION, REPLACEMENT

16. Once per calendar year upon LESSOR's request and notice to LESSEE prior to the renewal becoming effective, LESSEE shall furnish to LESSOR for review an original or certified copy of proof of ownership of the vessel or floating home. Such proof shall consist of either a valid state-issued title or registration for the vessel or houseboat or documentation issued by the United States Coast Guard or a foreign sovereign. In the case of a floating home, LESSEE shall provide LESSOR with a current personal property tax receipt as proof of ownership. Failure to provide the required documentation at the time of renewal may result in denial of renewal or other action as permitted under this Agreement.
17. The person signing below as LESSEE does hereby certify that the description of the above vessel/floating home is correct and that he/she is the registered, lawful owner of the vessel/floating home, or authorized to subject the vessel/floating home to all provisions of this

Agreement, 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 Agreement by the City Manager of the City of Key West.

18. LESSEE may replace a vessel/floating home subject to the terms and conditions of paragraphs 16, 20, and 42 of this agreement. Prior approval shall be obtained from the Port and Marine Services Director. A floating home may be replaced with a floating home, subject to City's Floating Home Code in accordance with Paragraph 42 of this Agreement. As per City of Key West Code of Ordinances, Sections 14-181, 182, and 184 *et seq.*, vessels may not be replaced with floating homes without City approval.

BERTHING SPACE OBLIGATIONS FOR VESSELS/FLOATING HOMES

19. No more than one vessel/floating home may be moored in a slip with the following exception: LESSEE, upon Marina Manager/Supervisor written approval, may dock a dinghy or small vessel behind the vessel/floating home so long as length of dinghy or small vessel does not exceed the width of vessel/floating home. At no time shall the dinghy or small vessel exceed 24.0' length overall. LESSEE may dock the dinghy or small vessel on a platform. Length of platform may not exceed the width of vessel/floating home.
20. The Marina Manager/Supervisor shall have the right to inspect all vessels/floating homes prior to entering the marina, and at all times that they remain in the marina the vessels/floating homes shall be maintained so to adhere to all local, state and federal regulations and marine sanitation device (MSD) regulations. Vessels/floating homes entering the marina will be required to have a current (less than six months old) Marine Survey or inspection, acceptable to the LESSOR, by a SAMS, ACMS, NAMS Certified/Accredited marine surveyor, or local marine surveyor approved by the Director of Port and Marine Services, which shall include a bottom inspection and describe the vessel/floating home's structural integrity. Floating homes/liveaboard vessels in the marina will be required to have a dockside in-water Marine Survey (or dry dock if condition warrants and if hauling out will not risk structural damage) regarding structural integrity, fire prevention, and government safety/environmental requirements (and operability for vessels, dockside) at a minimum every five (5) years and prior to any sale of the vessel/floating home subject to this lease where an assignment of this lease to the buyer is requested of LESSOR. The Marina Manager/Supervisor at their sole discretion can require that an owner have performed a Marine Survey if there is an apparent change in the condition of the floating home/vessel. Cost for marine survey will be paid for by the floating home/vessel owner. Owner must have survey performed within forty-five (45) days of the request. Vessel/Floating Home owners will be given 30 days to correct a deficiency unless additional time is required, as approved by the Port and Marine Services Director.
21. 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/floating home. LESSEE shall promptly notify LESSOR of any apparent damage to docks, dock cleats, or pilings used to secure LESSEE's vessel/floating home or of damage to its utility supply pedestals, which are LESSOR'S responsibility to maintain.

LESSEE may request additional piling installation to safely secure vessel/floating home, paid for by LESSEE including required permits, which shall require written consent of LESSOR at LESSOR's reasonable discretion. This contract is not a bailment of the vessel/floating home owner's vessel/floating home but a lease of berthing space, and LESSOR's liability is limited to supervision and maintenance of LESSOR'S property. LESSOR's employees will make reasonable efforts to contact vessel/floating home owner and notify him or her of dangerous conditions requiring his attention. LESSOR assumes no responsibility for tending mooring lines or moving vessel/floating home from the berths to which they are assigned.

22. If any vessel/floating home owned or used by or under the control of LESSEE or his or her guests should sink or become waterlogged in the Marina, it shall be the responsibility of LESSEE to have it raised immediately. If any vessel/floating home owned or used by or under the control of LESSEE or his or her guests should take on water and be in danger of sinking, LESSEE shall be responsible for taking any action necessary, at LESSEE's cost, to avoid said vessel/floating home from sinking. It is the LESSEE's exclusive responsibility to pay for any and all financial obligations incurred as a result of sunken or waterlogged vessel/floating home and any costs related to action taken to avoid a vessel/floating home from sinking. If, after forty-eight (48) hours, the vessel/floating home has not been raised or action taken by LESSEE to raise or prevent a vessel/floating home from sinking, LESSOR reserves the right to undertake the raising of said vessel/floating home and to take any action necessary to prevent a vessel/floating home from sinking at LESSOR's sole discretion.

Any expenses or costs incurred by LESSOR in raising such vessel/floating home or any other action authorized under this Paragraph shall be reimbursed by the LESSEE. LESSEE agrees to hold LESSOR harmless, defend and indemnify LESSOR from any damages, which may occur as a result of raising said vessel/floating home or as a result of any other action taken by LESSOR authorized under this paragraph. LESSEE further agrees that the obligations of LESSEE to hold forever harmless, defend and indemnify LESSOR, as required under the terms of this paragraph, shall be effective and enforceable by LESSOR against LESSEE upon notice given by LESSOR to LESSEE of any such liabilities, claims, demands or lawsuits asserted by any party or persons against LESSOR arising from and/or related to, or in any way connected with, LESSEE's obligations under this paragraph.

Without notice to the LESSEE as specified above, LESSOR may elect to raise the vessel/floating home for reasons of public health and public safety. Any vessel/floating home which may sink and has not been raised or removed by the LESSEE within seven (7) days a fine of \$100 per day beginning on day eight (8) will be levied. And any such vessel/floating home is subject to removal by LESSOR by any means, including demolition, if necessary, at LESSEE's sole cost and expense. Should a vessel or floating home sink as the result of a storm event for which a state of emergency was declared the LESSEE shall have a reasonable time to raise the vessel or floating home with both parties taking into consideration the nature and extent of damage caused by the storm that resulted in the declared state of emergency. LESSEE may comply with the sections of this provision and have timelines extended by filing an acceptable salvage plan for the vessel/floating home with LESSOR and proceeding with said plan as soon as is practicable under the circumstances.

23. LESSEE'S RESPONSIBILITIES IN THE EVENT OF A TROPICAL STORM OR HURRICANE:

LESSOR'S marinas may not be safe locations for vessels during tropical storms or hurricanes, and LESSOR believes there is an increased likelihood of significant damage to the marinas during a major storm and to vessels remaining in the marina. Though marina management may provide storm forecast notices to marina tenants, LESSEE agrees that it is solely LESSEE'S responsibility to remain aware of the threat or approach of a tropical storm or hurricane. In the event of an impending tropical storm or the issuance of a hurricane watch or warning, LESSEE may choose to leave LESSEE'S vessel in the marina slip provided under this Agreement. LESSEE agrees, however, to follow all reasonable directions of the Marina Manager or his or her designee regarding the type and use of cleats, lines, fenders, and other protective measures required for vessels as a condition of using the marina, as provided under Section 327.59, Florida Statutes. LESSOR otherwise has the right to remove a vessel/floating home from the slip or Marina during any emergency situation, fire, or catastrophe, if reasonable and necessary.

LESSEE specifically and knowingly assumes all risk and agrees to be solely liable and responsible for any damages caused to LESSEE'S vessel/floating home; to the marina slips, docks, and piers; to other vessels; and to any other property damaged by LESSEE'S vessel/floating home or as a result of the vessel/floating home's presence, including any damages caused by, or resulting from, reasonable emergency actions taken by LESSOR to protect the marina during a fire, tropical storm, or hurricane. LESSEE further agrees not to demand from, or bring any claim against, LESSOR for any damages whatsoever arising from vessels being allowed to berth at the marina during such fire, emergency situation, or storms, including LESSEE'S vessel.

VESSEL/FLOATING HOME CARE & MAINTENANCE

24. LESSEE agrees that LESSOR is not responsible for repairs, care, or maintenance of LESSEE's vessel/floating home, including for pest extermination, smoke detectors, etc., or for other property owned by LESSEE. LESSEE shall be solely responsible for such matters. LESSEE is permitted reasonable latitude regarding the care and maintenance of their vessel/floating home, subject to the following: Work above the rail or in the interior of the vessel/floating home may be performed if it presents no hazard, creates no nuisance, and does not interfere with other work in the immediate vicinity being performed by LESSOR'S employees or contractors. Approval to perform work other than normal maintenance and repairs must be obtained from the Marina Manager/Supervisor. Additions and/or extensions to any vessel/floating home shall receive prior approval from the Port and Marine Services Director.

Any LESSEE desiring to use the services of others to work on his vessel/floating home that are not in compliance with this section shall do so by removing the vessel/floating home temporarily from the slip and removing it from the Marina. Major hull repairs (except for diaper installation), major engine repairs/overhaul, exterior spray painting, major carpentry/rebuilding projects are strictly prohibited. Electric sanders must have an attached

dust vacuum collection device. LESSEE shall immediately remove debris that results from repairs. Repairs that may damage the docks are not permitted. LESSEE, AND LESSEE'S contractors, employees, guests, or invitees are liable for any damage to LESSOR'S property or the property of others which occurs as a result of such repairs. All repair work shall conform to the City Building Code as it pertains to floating homes/structures, including use of Building Permits where applicable.

INSURANCE, LIABILITY, LEINS

25. 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/floating home, 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, storms 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 utility services, and that LESSOR is not responsible for injuries to persons or property occurring on LESSOR's property unless caused by negligence of LESSOR.
26. LESSEE, on behalf of itself and its family members, heirs, assigns, agents, employees, invitees, guests, and any other persons claiming by or through LESSEE, hereby releases, waives, and discharges LESSOR from any and all claims, demands, damages, causes of action, or liabilities of any kind for personal injury, death, or property damage arising out of or related to the use of the marina, dockage slip, or any related facilities, except to the extent caused solely by the gross negligence or willful misconduct of LESSOR.
27. Except to the extent for damages or losses caused solely by the gross negligence or willful misconduct of LESSOR, LESSEE further agrees to indemnify, defend, and hold harmless LESSOR, its officers, employees, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or related to: (i) the use or occupancy of the marina, dockage slip, or related facilities by LESSEE or LESSEE's vessel or floating home; (ii) the acts or omissions of LESSEE or LESSEE's family members, heirs, assigns, agents, employees, invitees, guests, or any other persons present at the marina through LESSEE; or (iii) any damage or injury caused by LESSEE's vessel, floating home, or associated equipment-

This release, waiver, and indemnification specifically include, but is not limited to:

1. Any acts, omissions, or occurrences related to LESSEE'S vessel or floating home, including motors, equipment, and accessories, while located on or near LESSOR'S property, including the assigned dockage slip, or while being moved, docked, secured, or operated;
2. Loss or damage to LESSEE'S vessel, floating home, motors, equipment, accessories, contents, or other personal property arising from fire, theft, vandalism, collision, equipment failure, windstorm, rain, hurricane, flooding, or any other casualty or force of nature; and

3. Any claims or causes of action arising out of the use of any marina docks, piers, walkways, gangways, utilities, or other facilities providing access to or serving the dockage slip.

LESSEE acknowledges that vessels and floating homes stored, docked, or moored at the marina are done so entirely at LESSEE'S sole risk, and that LESSOR shall have no responsibility for the safekeeping, protection, or security of any vessel, floating home, equipment, or personal property.

28. LESSEE further agrees to indemnify LESSOR for all damages or losses caused by or arising from fault of LESSEE'S vessel/floating home and appurtenances, personal property, guests, passengers, family or invitees, including other guests and vessel/floating homes in the marina. The indemnification provided herein shall include, but not be limited to all costs, expenses and reasonable attorney's fees, including appellate attorney's fees, reasonably incurred by LESSOR; 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 doing so, shall not waive or discharge LESSEE from its obligations to defend and indemnify as herein contained.
29. LESSEE agrees to be responsible to LESSOR and pay for any and all loss or damages to piers, walks, slips, vessels/boats, dock boxes or any property located in the LESSOR'S area caused by LESSEE, his or her agents, guests/invitees, 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 Agreement.
30. GENERAL INSURANCE REQUIREMENTS: Except as provided herein, LESSEE shall purchase and maintain, at a minimum, a \$300,000 liability policy on LESSEE'S floating home 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 ensure that LESSEE carries his or her own insurance. LESSEE shall name the LESSOR as an additional insured on the insurance policy for the vessel. In the event that LESSEE is unable to name the LESSOR as an additional insured due to restrictions imposed by LESSEE's insurance carrier, including but not limited to the carrier's underwriting guidelines, policy terms, or program limitations that prohibit or preclude the addition of governmental entities or third parties as additional insureds, LESSEE shall, at a minimum, name the LESSOR as an additional insured for notification purposes only, thereby ensuring the LESSOR receives notice of any cancellation, modification, or lapse of coverage under said policy.
31. 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/floating home of LESSEE described herein, its appurtenances and contents, and LESSEE expressly grants LESSOR a lien therefor in addition to other remedies and liens provided by Florida Statutes, and/or common law admiralty.

SALE, TRANSFER, LEASE ASSIGNMENT

32. LESSEE understands and agrees that the vessel/floating home 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.
33. In the event of a proposed sale or transfer of the vessel or floating home, the LESSEE shall apply to the City Manager or the City Manager's designee for written Consent to Assignment of this Agreement. LESSEE shall provide LESSOR with a copy of the proposed sales contract or other documentation evidencing the transfer. If consent from LESSOR, through its City Manager or designee, is not obtained prior to the transfer of the vessel or floating home, LESSEE shall remain fully obligated under this Agreement, and LESSOR shall have no obligation to approve or consent to the assignment or transfer of the occupied slip.

LESSEE may maintain vessel or floating home ownership through a trust, limited liability company (LLC), guardianship, or other similar legal entity; however, for purposes of this Agreement and to be considered owner-occupied, one of the LESSEES must be the named trustee of the trust, the owner or managing member of the entity holding title to the vessel or floating home, or, in the case of a guardianship, the ward who holds title to the vessel or floating home. In consideration for the reassignment of the slip and the continued reservation of the slip for the vessel or floating home under this Agreement, the LESSEE or the prospective new owner shall pay to the LESSOR a transfer fee in the amount of Five Thousand Dollars (\$5,000) or four percent (4%) of the purchase price as stated in the proposed sales contract, whichever is greater.

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 Agreement for the new owner. The LESSOR makes the following reservation of rights: (1) the right to evict the vessel/floating home if the terms of this Paragraph are not fulfilled; (2) the right to evict the vessel/floating home if the new owner assumes tenancy prior to executing a new Agreement; and (3) the right to refuse continued use of the slip by a vessel/floating home if its proposed new owner has been evicted by the LESSOR either at the City Marina or at the Key West Bight Marina.

34. LESSEE agrees that part ownership of the vessel/floating home or part ownership via a trust, LLC, or similar entity without approval does not in any way create for LESSOR any obligation to furnish dockage space to any partner or owner other than the original signer(s) of this Agreement, or to any vessel/floating home other than that described herein (unless removed for replacement, subject to approval of LESSOR per Paragraph 18), whether or not the partnership is dissolved for any reason whatsoever. In the event of dissolution of a partnership or entity, or the withdrawal of a part-owner, until notice to LESSOR is given thereof, all parties

shall be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions. Adding an owner or LESSEE to this Agreement shall not constitute a sale, however, removal of all original signers from this Agreement shall constitute a sale to any added owner or LESSEE and require payment of transfer fee(s) in accordance with Paragraph 33, subject to approval of Consent of Lease Assignment.

35. The granting of a power of attorney by LESSEE, or any transfer of ownership or control of the vessel or floating home by LESSEE to a trust, limited liability company (LLC), guardianship, corporation, partnership, or other similar legal entity, shall be deemed a transfer or sale for purposes of this Agreement and shall require the prior written consent of LESSOR and payment of any applicable transfer fee(s). A transfer of the vessel or floating home to (or from) a trust, LLC, or other entity shall not be considered a sale only if an original signer of this Agreement remains the controlling owner and occupant of the vessel or floating home and is:
- the named trustee of the trust,
 - the managing member or controlling owner of the LLC or other entity, or
 - the ward holding beneficial title to the vessel or floating home in the case of a guardianship.

Any subsequent change in ownership, membership interests, beneficial interests, or control of such ownership, trust, LLC, or other entity contrary to the provisions of this Paragraph shall be deemed a transfer or sale of the vessel or floating home, requiring the prior written consent of LESSOR and payment of the applicable transfer fee(s).

The use of any entity structure shall not be permitted to circumvent the transfer requirements or transfer fees set forth in this Agreement. A transfer of ownership of the vessel or floating home to a spouse pursuant to a divorce decree, marital settlement agreement, or court order shall not constitute a sale for purposes of this Agreement.

36. In the event of the death of the LESSEE, this Agreement shall remain in the estate or pass to the heirs/beneficiaries only until the expiration of the Agreement term or for six (6) months, whichever is longer. The Port Director may approve six-month extensions to accommodate prolonged probate, will, and estate transfer processes. Payment terms and all other terms of the Agreement will remain in effect. During this time period, the estate or the heirs/beneficiaries may apply for a Consent to Assignment to another party according to paragraph 33 of this Agreement. If the heirs/beneficiaries, acting on his, her, or their own behalf, qualify for the tenancy, and desire to become the owner(s) and occupant(s) of the vessel/floating home under the same terms and conditions as the LESSEE, he/she/they shall apply for a Consent to Assignment under Paragraph 33. If the heirs/beneficiaries are granted tenancy, the transfer fee shall be waived.

NOTICES

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

38. Written notices shall be delivered to the "Mail" and "Email" addresses provided in Paragraph 39 and posted either on the vessel/floating home or dockside adjacent to the vessel/floating home. This shall constitute sufficient notice to LESSEE. Written notice mailed, emailed, or delivered to the Marina Manager/Supervisor shall constitute sufficient notice to LESSOR concerning the terms of this Agreement. LESSEE agrees that delivery of notice hereunder shall be considered fully accomplished for all purposes regardless of whether delivery to LESSEE's addresses given herein is accepted and regardless of the identity of any person accepting delivery. LESSEE is fully and solely responsible for the receipt of notice at said addresses. A courtesy phone contact may also be made by either party regarding important notices.

39. Notice to LESSEE. LESSEE agrees that notice of the actions or intentions of LESSOR is binding upon LESSEE if delivery is attempted at each of the following addresses via the specified means:

Name: _____

Mailing Address by Certified Mail: _____

Email Address for Electronic Notice: _____

Dock/Slip Number (Address) for Notice Posting: _____

FEDERAL/STATE/LOCAL LAWS & MISCELLANEOUS ITEMS

40. This Agreement shall be governed by Chapter 83 of the Florida Statutes, the Landlord and Tenant Law, in accordance with Paragraph 9.

41. 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 Terms and Conditions, and 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 Rules and Regulations. City Manager has the authority to implement or change Rules and Regulations for the marina and uplands. Upon failure of LESSEE to comply with any such laws, Terms and Conditions, Rules and Regulations, or to pay the rental herein above provided, if uncorrected by LESSEE after notice by LESSOR, this Agreement may be terminated subject to provisions under Paragraph 9 and LESSOR may remove the vessel/floating home from the dockage space at LESSEE's risk and expense and may take possession of the space, as a penalty.

42. 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.

43. The LESSEE shall not discharge 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 an Agreement for a slip to

any person who has been convicted of a violation of the No Discharge Zone regulations or ordinances.

44. In the event any portion of this Agreement 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 Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.
45. Section headers are for convenience only and are not part of Terms and Conditions.
46. This Agreement shall constitute the entire agreement between the parties. No amendment or modification of any terms or conditions (excluding Marina Rules and Regulations) 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 Agreement shall be construed to be a waiver of any succeeding breach. Time is of the essence with respect to all particulars of this Agreement. If any provision of this Agreement is determined by a court of law to be unenforceable, the remaining provisions shall not be impaired thereby, and this Agreement shall be interpreted, as near as possible, to achieve its intent. This Agreement shall be governed by the laws of the State of Florida.
47. **Public Records.** The parties acknowledge that this Agreement establishes a landlord-tenant relationship and that LESSEE is not, solely by virtue of leasing property from the City, a "contractor" acting on behalf of the City within the meaning of Section 119.0701, Florida Statutes. Accordingly, the provisions of Section 119.0701, Florida Statutes, shall apply only to the extent LESSEE performs services on behalf of the City or otherwise acts on behalf of the City as contemplated by applicable law.

Notwithstanding the foregoing, the City is subject to Chapter 119, Florida Statutes, and records made or received by the City in connection with the administration, performance, enforcement, or operation of this Agreement may constitute public records. In addition, to the extent LESSEE creates, receives, maintains, or uses records in connection with services performed on behalf of the City pursuant to this Agreement, including but not limited to maintenance, repairs, improvements, or other obligations undertaken for the benefit of the City or the leased premises, such records may be subject to inspection and disclosure in accordance with Florida law.

To the extent Section 119.0701, Florida Statutes, becomes applicable, LESSEE shall keep and maintain any public records required by the City in connection with the performance of such services; provide the City with copies of requested public records, or allow such records to be inspected or copied, within a reasonable time upon request from the City's custodian of public records; ensure that public records which are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and upon completion or termination of the Agreement, transfer to the City all public records in LESSEE's possession relating to services performed on behalf of the City, unless otherwise authorized by law to retain such records.

All requests to inspect or copy public records relating to this Agreement shall be directed to the City. The City shall determine, in accordance with Florida law, whether requested records constitute public records subject to disclosure. Nothing contained herein shall be construed to require disclosure of records that are not public records under Florida law or that are otherwise exempt from disclosure.

Failure to comply with the obligations of this section, when applicable, shall constitute a material breach of this Agreement and may subject LESSEE to the remedies and penalties provided by law.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Keri O'Brien, MMC
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

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____.

LESSEE INITIALS _____

ATTACHMENTS

- A. Approved Consent of Lease Assignment (1 page)
- B. Marina Liveaboard Rules and Regulations (3 pages)
- C. Mail Policy (1 page)
- D. Environmental Policy (1 page)
- E. Parking Policy (2 pages)
- F. Vacant Slip Policy (2 pages)
- G. Personal Hurricane Plan, Form (1 page)
- H. Guest/Caretaker Policy Information Handout (1 page)

City Marina at Garrison Bight
1801 North Roosevelt Blvd, Key West, FL 33040
Telephone: (305) 809-3981
Email: keywestcitymarina@cityofkeywest-fl.gov

CONSENT OF LEASE ASSIGNMENT

VESSEL/FLOATING HOME

Current Owner _____ Pier _____ Slip Number _____
Phone number _____ Make _____ Year _____
Registration/Documentation #/Alternate Keys _____ Color _____
Length _____ Beam _____ Inboard _____ Outboard _____ Diesel _____ Gas _____
Draft _____ Power _____ Sail _____ Coast Guard Approved Head: Yes _____ No _____
Vessel/Floating Home Purchase Date _____ Hardship Letter Approved: No _____ Yes _____
New Owner: _____ Seasonal _____ Full time _____
Phone Number _____
Primary Address _____
Street, City, State, Zip _____
Email Address for All Correspondence _____
Sales Contract Price _____ Date of Lease Transfer _____

Required documents for lease transfer:

1. Proof of ownership of vessel/floating home (Title/Certificate of Documentation/State Registration/Intangible Tax receipt). A conditional bill of sale may be submitted for Consent approval, but proof of actual ownership must be submitted prior to Lease approval by LESSOR. Failure to submit proof of ownership prior to Lease approval shall nullify Consent of Lease Assignment.
2. Proof of required insurance: \$300,000 liability naming the "City of Key West" as certificate holder for Notification only
3. Copy of Driver License
4. First month rent, last month rent, one month security deposit
5. Marine Survey (dated within the past 6 months) by a SAMS, ACMS, NAMS Certified/Accredited Marine Surveyor
6. Executed Lease and required documents
7. Copy of Sales Contract
8. Transfer fee of \$5,000 or 4% of the purchase price in the sales contract, whichever is greater.

All documents must be approved and submitted within 30 days of application.

The undersigned states that the information given in this application is true and correct. The undersigned agrees that the Lessor may revoke this Consent of Lease Assignment based upon any statements made above which are untrue. Such revocations may be made at any time during the assignment period.

By signing below, you acknowledge that you have read and accepted the above terms of this application.

Applicant Signature Date

APPROVAL

Port and Marine Services Director Date

MARINA LIVEABOARD RULES AND REGULATIONS

Revised March, 2026

1. Any vessel entering the marina is under the jurisdiction of the Dockmaster and must meet the following criteria:
 - a. Must have a valid registration
 - b. Must be under their own power and navigable.
 - c. After entry into Garrison Bight, vessels may use assistance of another vessel to facilitate safe docking.
2. All vessels/floating homes shall have a holding tank for sewage with deck fittings compatible with the installed pump-out system on City Marina piers.
3. Petroleum products shall not be stored on City Property. These products include but are not limited to gasoline and diesel fuel.
4. 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.
5. No motorized vehicle may be operated or stored on any marina dock or pier.
6. Bicycles (other than rental bicycles) will be provided with and must have affixed annual stickers with slip number and must be stored in bike racks or on LESSEE'S vessel/floating home. Bicycles may not be stored on piers. Bicycles found on piers, tied to railing, or without valid stickers may be removed and disposed of at LESSOR'S sole discretion if not remedied within 24 hours after notice is given. Tenants will be notified by phone and email to remedy the violation prior to bicycle removal by LESSOR.
7. LESSEE will be provided with up to two (2) numbered annual parking permits. LESSOR does not guarantee space will be available within designated area and spaces are on a first come first serve basis. LESSEE shall present vehicle and vehicle registration to Dockmaster and Dockmaster shall affix permit to LESSEE's registered vehicle. Tenants with expired permits or other violation will be notified by phone and email to remedy the violation within 24 hours, prior to vehicle removal by LESSOR.
8. All vehicles must be operational and moved at least once every 7 days or be subject to the City's towing provisions unless otherwise approved by the Marina Manager. Tenants shall not store their vehicles at the Marina when they are out of town for the season. Tenants will be notified by phone and email to remedy the violation within 24 hours, prior to vehicle removal by LESSOR.

9. LESSEE shall be responsible for the actions and conduct of their roommates, guests, and visitors. Disorderly conduct by a LESSEE, occupant, guests or visitors, which may cause damage to property, harm the reputation of the marina, or harass other tenants or their guests will constitute a breach of the Agreement. Noise will be kept to a minimum at all times. Disorderly guests or visitors will be ejected from City Marina property by Marina Staff or security and police may be notified.
10. No swimming, diving or fishing is permitted within the marina with the exception of entering the water to accomplish necessary repair work that has been approved by the Marina Manager/Supervisor.
11. No advertising or soliciting is permitted on any vessel or floating home with the exception of exhibiting a "For Sale" sign. "For Sale" signs may not be larger than 12" x 18".
12. All vessels/floating homes shall be tied up to marina piers in a manner acceptable to the Dockmaster or be subject to removal. The Dockmaster reserves the right to properly secure any vessel/floating home to marina piers and assess a service fee for doing so. No rafting of vessel/floating home is allowed at City Marina.
13. The Port and Marine Service Director may require temporary (or permanent if necessary) relocation of vessels/floating homes from one berth to another, with sufficient notice when possible, per operational needs of the marina.
14. The Dockmaster may lease any berth vacated for more than 48 hours. It is the LESSEE's responsibility to inform the Dockmaster of the dates and times the berth will be vacant. In the event the vessel/floating home will be absent from the marina for more than one (1) month, the Supervisor may authorize rent payment at 30.0' minimum length overall—the minimum allowed for that slip. A minimum of 72 hours' notice is required prior to return to marina.
15. Household garbage shall be placed in the dumpsters provided. Oversized debris including furniture, grills, etc. shall not be placed at the dumpsters. LESSEE shall arrange for and pay for disposal of oversized debris.
16. Loose gear or personal items on the piers are not allowed and will be subject to removal.
17. Any LESSEE desiring to install a dock box or replace an existing dock box must obtain written approval for the dock box from the Marina Manager/Supervisor. If written approval is not obtained prior to installation, the Marina Manager/Supervisor may remove the dock box.
18. No permanent attachments, additions, alterations or changes may be made to docks, piers, pilings or other property of City Marina other than approved concealed dock box fasteners.
19. Gangways or boarding ramps will not be attached to docks, piers or pilings at any time.
20. Commercial activity by any LESSEE generating foot traffic or creating disturbance on Marina property is prohibited without the prior approval of the LESSOR.

21. Pet(s) on Marina property shall be leashed at all times when not on a vessel/floating home. LESSEE shall clean up after their pet(s). A preferred dog walking area is the grass section between the parking lot and the Palm Avenue sidewalk.
22. LESSEE acknowledges they are not eligible for more than one (1) Liveaboard Dockage Agreement.

Marina Guest/Caretaker Information Handout

Only in LESSEE's absence, all guests and caretakers shall be provided with this handout

DATE: ____/____/20____ DOCK/PIER NAME: _____ SLIP #: _____
GUEST/CARETAKER NAME(S): _____
STAY DURATION: From ____/____/20____ to ____/____/20____

PROVIDE GUEST/CARETAKER INFO TO MARINA OFFICE: "LESSEE shall inform the LESSOR of the name(s) of any guests or caretakers staying on board in the LESSEE's absence, specifying the duration, utilizing Marina Guest/Caretaker Info Handout form, and shall provide to guests or caretakers the marina office and emergency contact information (this form and attachments)," as follows:

City Marina at Garrison Bight Office, open daily 7am-5pm for marina issues and urgencies:
1801 N. Roosevelt Avenue (across Palm Avenue from Houseboat Row Docks)
Office Telephone: (305) 809-3981

***For Police, Fire, Medical Emergencies:
CALL 911 immediately, NOT the marina office!
Say your DOCK NAME & SLIP # (see top of page) and that you are in:
"City Marina at Garrison Bight at 1801 North Roosevelt Blvd."***

GUESTS: "A guest or guests staying on board in the LESSEE's absence "may remain for no more than ten (10) consecutive days per visit within a thirty-day period without prior written approval..."

CARETAKERS: "Caretakers," who may not compensate LESSEE, are permitted to "stay on board in LESSEE's absence" only for preapproved durations, subject to "prior written approval of LESSOR" and submitting "the proposed caretaker's relationship to the LESSEE or a copy of the financial contract with a hired caretaker."

RENTALS PROHIBITED:

Vessels/floating homes "shall not be subleased, licensed, or similarly permitted by any third party...or advertised via Airbnb, VRBO, or any similar service." Violations "shall constitute a default...and may subject LESSEE to a fine" and "***shall be grounds for suspension, termination, or revocation of the Lease.***"

MARINA RULES ABUSE: "All applicable Terms and Conditions and Marina Liveaboard Rules and Regulations (see attached excerpt pages) must be followed by each occupant and guest," and "Noise will be kept to a minimum at ALL TIMES. Disorderly guests or visitors will be ejected from City Marina property." ***Abuse of Terms/Conditions, Rules/Regulations, or Guest/Caretaker policies may result in LESSEE fines and eviction per Lease Paragraphs 9 & 15 in accordance with Florida Landlord and Tenant Law.***

MARINA SHOWERS/BATHROOMS/LAUNDRY CARDS: Guests/Caretakers will be provided with a temporary swipe card coded for the duration of the approved stay—for their use only—returnable upon conclusion of stay. A fee of \$_____ shall be charged/billed to LESSEE for lost or unreturned cards.

REFERENCE, Liveaboard Lease:

Paragraph 9: DELINQUENCY, VIOLATIONS, TERMINATION, OBLIGATIONS

Paragraphs 10, 11 & 12: OCCUPANCY, GUESTS, CARETAKERS

Paragraphs 13, 14 & 15: ASSIGNMENT, SUBLEASING, AND PROHIBITION ON SHORT-TERM RENTALS