



CHARTERBOAT DOCKAGE LICENSE  
City Marina at Garrison Bight  
1801 North Roosevelt Blvd, Key West, FL 33040  
Telephone: (305) 809-3981  
Email: keywestcitymarina@keywestcity.com

This is a DOCKAGE LICENSE between City of Key West (“LICENSOR”), 1300 White St, Key West, FL 33040, and \_\_\_\_\_ (“LICENSEE”), for the dockage of the described vessel on the terms and conditions as hereinafter provided, at City Marina.

**LICENSEE:**

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_

**BUSINESS:**

Name: \_\_\_\_\_  
Primary Address: \_\_\_\_\_  
Street City, State, Zip  
Billing Address: \_\_\_\_\_  
Street City, State, Zip

Business Occupational License #s

City: \_\_\_\_\_ County: \_\_\_\_\_ Other: \_\_\_\_\_

**VESSEL**

Name: \_\_\_\_\_ Make: \_\_\_\_\_ Year: \_\_\_\_\_  
Registration Number: \_\_\_\_\_ Color \_\_\_\_\_  
Length \_\_\_\_\_ Beam \_\_\_\_\_ Inboard \_\_\_\_\_ Outboard \_\_\_\_\_ Diesel \_\_\_\_\_ Gas \_\_\_\_\_  
Draft \_\_\_\_\_ Power \_\_\_\_\_ Sail \_\_\_\_\_ Coast Guard approved head Yes \_\_\_\_\_ No \_\_\_\_\_

**LICENSEE'S REPRESENTATIVE: (If Any)**

Name(s): \_\_\_\_\_  
First MI Last Primary Phone



**TERMS & CONDITIONS**

**1. Purpose**

In return for license fee and other valuable consideration and covenants as set out below, LICENSOR wishes to provide certain dockage space for the temporary use by LICENSEE, who wishes to purchase the right to temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as \_\_\_\_\_ and any change in use must be approved by the LICENSOR. LICENSEE agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The City of Key West Director of Port and Marine Services must approve any change in use.

LICENSEE agrees to be responsible to LICENSOR and pay for any and all loss or damages to the docks, floats or other facilities caused by LICENSEE's vessel or LICENSEE, his agents, servants, and/or employees whether caused by negligence or not, and further to hold LICENSOR harmless for any of the foregoing. Further, LICENSEE agrees to be responsible for damages, which LICENSEE or LICENSEE's vessel may cause to other vessels in the Marina.

**2. Dockage Space**

The certain dockage space to be used by LICENSEE is identified as berth \_\_\_\_\_ on Pier \_\_\_\_\_ in the City Marina at Garrison Bight of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Director of Port and Marine Services. Substitution without approval is grounds for immediate license termination. LICENSOR reserves the right to relocate LICENSEE's vessel to an alternate location within the Marina at its sole discretion; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels.

**3. Term**

The term of this license shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, and thereafter on a month-to-month basis until terminated as provided for by the terms of this license. The license is effective when signed by both parties.

LICENSEE shall have the first right of renewal for the space. Notice of offer of renewal shall be sent to LICENSEE by LICENSOR in the form of an invoice prior to the expiration of the term of this license. Acceptance shall be made by payment of the invoice in the amount indicated. The right of LICENSEE to occupy the slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 29 of this agreement. Failure to give notice as provided in paragraph 29(a) will result in automatic renewal of license term and obligations thereunder.

**4. Third Party Use**

LICENSOR shall have the right to grant permission to a third party to use LICENSEE's berth whenever LICENSEE's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to LICENSEE. If LICENSEE's vessel is leaving the marina for more than 24 hours duration, LICENSEE shall notify the LICENSOR's dockmaster at least 24 hours in advance

of departure.

**5. Rental Rates**

The license fee shall be adjusted, at the commencement of each fiscal year for the City of Key West by increasing the previous fiscal year fee 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 the renewal date. Rate increases above CPI may be approved by the City Commission during annual budget approvals.

**6. Deposit**

LICENSEE shall deposit a sum equal to two month's license fee (\$ \_\_\_\_\_) as security for damage, fees and/or rents. The deposit shall be held by LICENSOR and may be commingled with other LICENSOR funds. Any remaining balance of the deposit shall be paid to LICENSEE by LICENSOR only after deposit funds have been applied to any outstanding balance owed by LICENSEE to LICENSOR.

**7. Payments Due**

a) License Fee is due and payable monthly in advance by the first day of each calendar month. Payment may be made at the City Marina at Garrison Bight dockmaster offices, 1801 N. Roosevelt Blvd, Key West, Florida between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. Payments may be mailed to City Marina at Garrison Bight, P.O. Box 1409, Key West, Florida 33041-1409

b) Payments not received by LICENSOR by 5:00 p.m. on the 5<sup>th</sup> day of the month will be assessed a fifteen (15) percent penalty charge.

c) Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. LICENSEE agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed charge shall be considered a material breach of this License and shall be grounds for termination as set forth herein.

**8. Notice to LICENSEE**

Written notice mailed or delivered to the premises assigned hereunder or to LICENSEE's business address as shown above, or if posted on the vessel, shall constitute sufficient notice to LICENSEE and written notice mailed or delivered to the Marina Manager/Supervisor shall constitute sufficient notice to LICENSOR concerning the terms of this License. LICENSEE agrees that delivery of notice hereunder shall be considered accomplished regardless of whether delivery to LICENSEE's address given herein is accepted and regardless of the identity of any person accepting delivery.

**9. Changes in Information**

LICENSEE agrees to deliver to LICENSOR written notice of any change in any of the information furnished by the LICENSEE in this license. Such notice may be mailed by certified mail, return receipt requested, to City Marina at Garrison Bight, P.O. Box 1409, Key West, Florida, 33041-1409. All such changes must be made in writing, and LICENSOR is not responsible for any notices given by LICENSEE verbally or by telephone.

**10. Default, Removal, Sale**

Prompt and timely delivery of all payments due for the use of the dockage space and strict observance of the Rules and Regulations made a part hereof, are essential conditions upon which this License is made and accepted. Any failure by LICENSEE to comply with each of said terms shall constitute a default by LICENSEE and shall give LICENSOR the right at its option to terminate this License. LICENSOR may so terminate by mailing to LICENSEE a notice of termination in the manner provided by Paragraph 8 above at least three (3) days prior to the effective date of termination. LICENSOR may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If LICENSEE fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 8, LICENSOR shall have the right at its option:

- a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of LICENSOR both the vessel and any other personal property of LICENSEE found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of LICENSOR and LICENSEE hereby designates LICENSOR as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation and agrees that LICENSOR and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. LICENSEE hereby releases and relieves LICENSOR and its designee(s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. LICENSEE further agrees to pay all costs incurred by LICENSOR in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and
- b) to pursue any remedy provided by state or federal law; and
- c) to sell the vessel at a nonjudicial sale pursuant to Florida Statutes Section 328.17. The provisions of this statute for nonjudicial sale of a vessel are hereby specifically included and incorporated in this License as an additional remedy available to LICENSOR.
- d) Non-payment of license fee for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court Order.

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

LICENSEE agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by LICENSOR in the collection of any unpaid sums due under this License or by LICENSEE's default in performance of any of the conditions or covenants stated herein or in the Key West City Marina Regulations governing the dockage space and adjacent premises. LICENSEE agrees that the LICENSOR shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of the LICENSOR caused by LICENSEE or the vessel.

### **12. Release, Indemnity**

This License is for berthing space only and such space is to be used at the sole risk of LICENSEE. LICENSEE hereby agrees that LICENSOR shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of LICENSEE'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. LICENSEE 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 LICENSOR is not responsible for injuries to persons or property occurring on LICENSOR's property. LICENSEE, personally and for its family, heirs, and assigns, and other parties in interest, hereby releases and agrees to hold LICENSOR harmless from all liability to them for personal injury, loss of life, and property damage. LICENSEE, personally and for its family, heirs and assigns, and other parties in interest agrees to indemnify LICENSOR for all liability for personal injury, loss of life, and property damage to LICENSEE, family, heirs, assigns, agents, employees, invitees and guests caused by fault of LICENSEE, including other guests and vessel/floating homes in the marina. This release and indemnification shall include, but not be limited to (1) acts in connection with LICENSEE's vessel, motors and accessories while it is on or near LICENSOR property, including the rented space, or while it is being moved or docked; (2) loss or damage to LICENSEE's vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto. LICENSEE further agrees to indemnify LICENSOR for all damages or losses caused by or arising from fault of LICENSEE's vessel and appurtenances, personal property, guests, passengers, family or invitees, including other guests and vessel 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 LICENSOR; provided, however that LICENSOR shall give LICENSEE written notice of any such claim within time to reasonably allow LICENSEE to appear and defend or pay and discharge such claim. At its option, LICENSOR may defend against such claims and by doing so, shall not waive or discharge LICENSEE from its obligations to defend and indemnify as herein contained.

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

LICENSEE hereby accepts the premises in the condition, order and repair as they are at the commencement of this term, excepting only reasonable wear and tear arising from the use hereof under this License, and to make good to said LICENSOR immediately upon demand for damage caused by any act or neglect of the LICENSEE, or of any agent, guest, passenger or person under the control of the LICENSEE, and the LICENSEE shall be liable to the LICENSOR and shall forever hold harmless the LICENSOR from any and all such damage or loss occasioned to the premises or any of the LICENSOR's docks, or any of its properties caused by the acts or negligence of the LICENSEE or any agents, employee, guest, passenger or person under the control of the LICENSEE. LICENSOR agrees to maintain all docks, seawalls and LICENSOR owned signs.

### **14. Vessel Insurance**

LICENSEE agrees that LICENSOR is not in any way an insurer of LICENSOR's vessel, property, family, invitees, employees, agents, passengers or guest. LICENSEE hereby agrees to maintain and pay for a marine insurance policy providing such protection and indemnity throughout the term of this License. Said policy of protection and indemnity shall protect LICENSOR and LICENSEE from all liability for injury to any persons or property which may arise in connection with the operation of or conduct of LICENSEE or its vessel,

equipment, agents, invitees, passengers, guests or employees. LICONSEE hereby agrees to maintain and pay for, and provide current Certificate of Insurance at all times evidencing the following coverages:

- Protection & Indemnity limits of a minimum of \$1,000,000 per occurrence.
- Removal of Wreck coverage included in Protection & Indemnity limit
- Vessel Pollution Coverage included in a minimum amount of \$800,000
- Crew coverage as required by the Federal Jones Act as applicable
- LICENSOR listed as certificate holder for purposes of notification of cancellation, termination or renewal.
- LICENSOR listed as Additional Insured.
- Any other insurance coverage as required by law

**15. Proof of Ownership; Change in Ownership**

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of the Agreement at LICENSOR’s request, LICENSEE shall furnish to LICENSOR for its review an original or certified copy of proof of ownership of the vessel. Proof shall consist of an original or certified copy of a state registered title to the vessel or documentation by the United States Coast Guard.

In all cases, the name of the managing director, partner or operator of the business shall be furnished to the LICENSOR. If the individual identified as the managing director, partner, or operator of the vessel changes, notice shall be given to the Director of Port and Marine Services in writing, addressed as provided in Paragraph 8. A change of managing partner, managing director or operator of the vessel and business is subject to approval by the Director of Port and Marine Services.

Except as provided herein, this dockage agreement is not transferable to a new owner; nor shall the slip transfer to a new owner of the vessel without the prior consent of the Director of Port and Marine Services. In the event that both the business and the vessel are sold by LICENSEE to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses, transfer of title to the vessel, transfer of telephone number and credit card operations, and provided that said purchaser meets all qualifications required under this Agreement, the purchaser shall have the option of entering into a new dockage agreement for the subject berth upon the same terms and conditions as are offered at the time by LICENSOR to other LICENSEEs.

If LICENSEE is a corporation, partnership or other business entity, the names of all persons owning an interest and the percentage of ownership shall be submitted in writing to the LICENSOR. If LICENSEE is a corporation, partnership or other business entity, any proposed sale or transfer of any percentage of such interest therein shall be submitted in writing to LICENSOR prior to the transfer. The sale or transfer of any such interest without prior notice to LICENSOR shall constitute a material breach of this Agreement. The sale of a partnership

interest constituting 50% or more of the partnership shall constitute an assignment of this Agreement requiring approval by the Director of Port and Marine Services.

Upon change of ownership or a controlling interest in a corporation or a partnership, as described herein, requiring approval of the Director of Port and Marine Services, LICENSEE shall pay to the LICENSOR a transfer fee of \$400.00.

**16. Person Signing**

The person signing below does hereby certify that the description of the above vessel is correct and that he/she is the registered, lawful owner of the vessel, and is authorized to subject the vessel to all provisions of this Agreement, including but not limited to those providing for liens against it.

**17. Dockage to Signer and Particular Vessel Only; Partners and Shareholders Bound**

LICENSEE agrees that part ownership of the vessel does not in any way create for LICENSOR any obligation to furnish dockage space to any partner or shareholder other than the original partners or shareholders entering into this Agreement, or to any vessel other than that described herein, whether or not the partnership or corporation is dissolved for any reason whatsoever. In the event of dissolution of a partnership or corporation, or the withdrawal of a part-owner, all parties shall nonetheless 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.

**18. Maximum Slip Leases**

LICENSEE is not permitted to have more than two dockage license agreements in the City Marina. Corporate ownership will be imputed to the shareholders, officers and directors in order to comply with the two boat restriction.

**19. Government Laws and Marina Regulations**

LICENSEE agrees to strictly comply with all federal, state, and local laws pertinent to any subject matter of this Agreement, including but not limited to those pertaining to marinas or boating, specifically including United States Coast Guard (USCG) regulations concerning pre-employment and random drug testing, USCG regulations pertaining to the number of passengers for hire and all federal and state fisheries regulations. LICENSEE agrees that LICENSOR may contact the USCG and request an inspection of LICENSEE's vessel to determine whether LICENSEE is in full compliance with all applicable laws and regulations.

**20. City Marina Rules and Regulations**

LICENSEE further agrees to strictly comply with all Key West City Marina, Charterboat Marina Rules and Regulations which are hereby incorporated into, and by reference made a part of this Agreement. City Manager has the authority to implement or change rules and regulations for the marina and uplands. LICENSEE further agrees to abide by all amendments to said regulations duly enacted by LICENSOR during the term of this Agreement; provided, however, that LICENSOR shall afford LICENSEE 15 days written notice, delivered in accordance with Paragraph 8 above, prior to implementing any such duly-enacted amendments.

LICENSEE agrees that any emergencies involving the vessel will be handled at the LICENSOR's discretion, and the LICENSEE shall bear all expenses and risks of such an emergency. In the event of an emergency in the LICENSEE's absence, the LICENSOR is authorized to take whatever steps are necessary to protect the facilities and waters of the Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the LICENSEE and shall constitute a lien upon the subject vessel until paid in full.

**21. Peaceable Use**

LICENSEE agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act which has the effect, in the sole judgment of LICENSOR, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the marina premises, other persons, or other vessels. LICENSEE further agrees to do no act which impedes or disrupts the orderly operation of the marina or any portion of it, including but not limited to marina management, operation and revenues.

**22. LICENSEE's Insolvency, Dissolution, Death, Incompetence**

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

**23. Sale of Business**

In the event that both the above-referenced business and the above-referenced vessel are sold by LICENSEE to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses in addition to transfer of title to the vessel, and provided that said purchaser meets all qualifications required under this Lease, said purchaser shall have the option of entering into a new lease for the subject berth upon the same terms and conditions as are being offered at the time by LICENSOR to other LICENSEES of Charter Boat Row dockage spaces. However, the term of the new lease shall be for a term of not more than the period remaining on the existing lease. Said option is non-assignable, and must be exercised within thirty (30) days of the business sale. LICENSEE may obtain preliminary approval of the purchaser by applying to the LICENSOR prior to such sale to the purchaser. LICENSOR shall provide preliminary approval or denial of the purchaser not later than forty-five (45) days from the receipt of the application from LICENSEE. LICENSEE shall provide such information and documents as may be needed to determine the fitness of the purchaser. Upon change of ownership as described herein, LICENSEE shall pay to the LICENSOR a transfer fee of \$400.

**24. Sublease**

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

**25. Assignment Limited**

Except as provided herein, this Agreement shall not be assigned. In the event of the death of

the LICENSEE, 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 license, and desires to become the owner of the vessel and business under the same terms and conditions as the LICENSEE, he/she shall apply for a Consent to Assignment. If the heir is granted the licence, the transfer fee may be waived in the sole discretion of the Director of Port and Marine Services. LICENSOR shall not unreasonably withhold consent.

**26. Stock Sale/Transfer:**

In the event LICENSEE is a corporation, limited liability company, partnership or other business entity, then a sale or transfer of a controlling interest in the entity by sale of stock or otherwise shall constitute an assignment for purposes of this Agreement, which assignment shall be prohibited.

**27. Taxes**

Should any ad valorem or other taxes be imposed upon the premises involved in this lease, or upon the LICENSEE, LICENSOR, occupant or whomsoever, from any source whatsoever, the same shall be the responsibility of the LICENSEE and the LICENSEE shall pay the same promptly.

**28. Lien**

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

**29. Termination**

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

(a) By LICENSEE's written notice to LICENSOR at address shown in Paragraph 8, not less than fifteen (15) days prior to the end of the calendar month;

(b) By LICENSOR's written notice to LICENSEE, pursuant to Paragraph 8, not less than fifteen (15) days prior to the end of the calendar month of election to terminate.

(c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 20 above; provided, however, that LICENSEE shall be entitled to a single warning of any violation of said Marina Rules and Regulations delivered as provided in Paragraph 8, and shall have 5 days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and LICENSOR shall not be required again to issue a warning. LICENSOR shall provide written notice to LICENSEE and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial courier.

(d) By the dock becoming unserviceable for any reason; LICENSOR may, but shall not be

obligated to provide LICENSEE with other available dockage space on an equal basis with other similarly situated LICENSEEs.

(e) By sale or transfer of ownership or control of the vessel identified herein, unless such sale has the prior written approval of LICENSOR's Manager, the City Manager of the City of Key West or designee;

(f) By LICENSEE's possession of any rights or interests of ownership, use, management or control whatsoever of more vessels or dockage spaces, or any combination thereof, in excess of the total number approved by current resolution of the LICENSOR of Key West governing the City Marina. Dockmaster is the authorized representative of LICENSOR and the City of Key West.

(g) LICENSEE agrees not to remove its vessel from the marina until all fees and charges are paid in full. Further, LICENSEE agrees to notify Dockmaster at least 24 hours in advance of LICENSEEs intent to remove vessel from the Marina.

(h) LICENSEE agrees to remove all of LICENSEE's equipment and possessions (including dock boxes) upon termination of this agreement.

### **30. Prior Agreements Terminated**

Execution of this Agreement by the signatures of LICENSEE and the Manager for the LICENSOR shall operate to terminate any and all prior agreements, contracts and leases between the parties hereto.

### **31. Hurricane/Tropical Storms**

LICENSEE IS HEREBY PLACED ON NOTICE, PURSUANT TO SECTION 327.59, FLORIDA STATUTES, that in the event LICENSEE fails to remove LICENSEE's vessel from City Marina within two (2) days after the issuance of a tropical storm or hurricane watch for Monroe County, Florida, under Florida law, LICENSOR, its employees and agents are authorized to remove LICENSEE's vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the LICENSOR in order to better secure LICENSEE's vessel and to protect Marina property, private property, and the environment. LICENSOR shall be entitled to charge LICENSEE a reasonable fee for any such action. LICENSOR shall not be liable for any damage to LICENSEE's vessel resulting from storms or hurricanes

### **32. Default/Violations by LICENSOR**

Strict observance of the conditions, covenants, rules and regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Violation of any of LICENSOR's Terms and Conditions or Rules and Regulations by LICENSEE, shall constitute a default.

### **33. Vessel Removal**

If LICENSEE fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 8, LICENSOR shall have the right, at its option, to pursue any or all of the following remedies:

a) To board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of LICENSOR both the vessel and any other personal property of LICENSEE found in or adjacent to the dockage space. Said vessel and personal property shall be removed to dockage or mooring chosen at discretion of LICENSOR and LICENSEE hereby designates LICENSOR as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that LICENSOR and its designee (s) shall be required to exercise ordinary and reasonable care in such purposes. LICENSEE hereby releases and relieves LICENSOR and its designee (s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. LICENSEE further agrees to pay all costs incurred by LICENSOR in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing and storage costs, all of which shall become a lien upon vessel; and

b) To pursue any remedy provided by state or federal law; and

c) If nonpayment of rent continues for six (6) months, to sell the vessel at a nonjudicial sale after a 30-day notice to LICENSEE as provided in Paragraph 8 above. The remedies provided in Florida Statutes Section 328.17 for such nonjudicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to LICENSOR.

#### **34. Utilities**

LICENSEE shall arrange for electrical power, water and sewer from the appropriate utility. LICENSEE agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed utility charge shall be considered a violation of this Agreement.

#### **35. Sanitation Device**

All "six-pack" vessels or larger shall contain a marine sanitation device with current U.S. Coast Guard approval for marine use. Said device shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a violation under this Agreement.

#### **36. Charter Booking**

When the vessel is not at berth, only one person, who is legally listed as an owner or license holder, may occupy the area behind the boat for booking charters. Corporations must submit legal paperwork listing the names of all corporate members with a 10% vested interest relating to the leased charter boat business berthed at City Marina at Garrison Bight. Only one of those members at a time may be present at the dock for the purposes of booking the vessel. At no time will any person be hired or compensated to solicit charters behind the boat or while the boat is not in the slip.

#### **37. Signs; Advertisements**

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

**38. Personal Property**

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

**39. LICENSOR’s Rights Cumulative**

This Agreement shall constitute the entire agreement between the parties. No amendment or modification of any terms or conditions contained herein shall be effective unless in writing signed by the parties. No waiver of a breach of any of the covenants contained in this 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.

**40. Advertising**

LICENSEE shall maintain active membership in the Key West Charter Boatmen's Association, Inc. LICENSOR will collect \$50 as advertising fees on a monthly basis. LICENSOR, on a quarterly basis, will disburse the balance of the funds to the Key West Charter Boatmen's Association, Inc. The Key West Charter Boatmen's Association, Inc. shall provide LICENSOR quarterly reports providing an accounting of all advertising fees.

**41. Active Commercial Use**

Commercial and Commercial Term Charter dockage agreements shall be issued to and held by only such vessels as are **actively engaged** in commercial operations described in paragraph 1 in an ongoing manner, subject to seasonal fluctuations in the industry and Force Majeure. Vessels determined, by the Director of Port & Marine Services, not to be actively engaged in commercial operations shall constitute default by LICENSEE and shall give LICENSOR the right at its option to terminate this agreement in the manner provided by paragraph 29 of the dockage agreement. Subsequent violations of this requirement shall terminate this agreement and LICENSOR shall not be required again to issue warning as provided for in paragraph 10.

All Commercial and Commercial Term Charter lease holders shall maintain a detailed daily vessel trip log tracking number of guests and trips leaving the dock which will be available to staff upon request. In addition, a compilation of the vessels trip logs shall be provided to the Director of Port & Marine Services on a bi-annual basis. If it is determined that no active commercial operations have been conducted during the previous six months the Director of Port & Marine Services, at their sole discretion, has the right to terminate this agreement in the manner provided for in paragraph 29, and this action shall be final.

**Definitions:**

Actively Engaged. In general, it implies the deliberate and vigorous engagement or effort, with a high degree of volume, use, or participation.

Force Majeure. An event or effect that cannot be reasonably anticipated or controlled, including severe weather events and critical health issues.

**42. Headings Not Part of Agreement**

LICENSOR and LICENSEE agree that any heading which labels any paragraph herein is for convenience only and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the paragraph or of this Agreement.

## CHARTERBOAT DOCK RULES AND REGULATIONS

### **1. Dock Boxes**

Dock boxes are intended for storage and to cover freezers and as protection/security for phones and credit card machines. In general, dock boxes used for freezer covers shall be purchased and installed by LICENSOR. All electrical and plumbing installations by LICENSEE shall be governed by City Building Code and be properly permitted.

On Amberjack Pier, one (1) dock box per LICENSEE is permitted. Boxes shall not be placed on the sidewalk. All boxes will be located on the composite dock and positioned and fastened down by LICENSOR.

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

### **2. Ice Machine/Rod Lockers**

LICENSEE is allowed one ice machine per slip. Size must be consistent with existing ice machines and must be approved by LICENSOR prior to installation. All ice machines shall be enclosed in a cover. The ice machine cover may be enlarged to allow for storage of rods and tackle. LICENSEES that do not have the need for an ice machine may construct or install a small vertical storage unit for rods and tackles. Guidelines for dimensions must be obtained from the dock master's office.

### **3. Signs**

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

### **4. Covered walkway**

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

### **5. Fish Mounts**

Existing fish mounts shall be allowed to remain in place unless removal or change in location and/or number is agreed to by the LICENSOR and the Key West Charter Boatmen's Association.

### **6. Rack Card Display**

Each LICENSEE may have One (1) rack card / business card display on the I-beam at their slip. This display shall not be more than one card in width and height and one business card slot. Combination rack card / business card display will be provided by LICENSOR. Rack

cards shall not advertise any business other than the one occupying the slip on which the rack cards are displayed.

**7. Slip Light**

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

**8. Fish Racks**

LICENSEE is allowed one fish rack per slip that will be provided by LICENSOR. Currently installed fish racks will be allowed to remain in place as long as they do not present a hazard. LICENSEE may attach business sign to the rack that shall not exceed 2'(H) x 3'(L) unless approved by the Marina Manager.

**9. Dock Furniture, Loose Gear**

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

**10. Maintenance of Docks**

a) The LICENSEE agrees to keep the docks clean and free of debris, including the sidewalk area adjacent to the dock.

b) The LICENSEE agrees not to construct anything on or adjacent to the dock, unless approved by LICENSOR.

c) All improvements to the docks shall remain on the premises and become property of the LICENSOR.

d) LICENSEE must receive approval from LICENSOR for placement on dock or sidewalk all non-permanent structures, furniture, etc

**11. Consumption of Alcohol**

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

**12. Storage of Hazardous Materials**

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

**13. Fueling**

LICENSEE shall be allowed to fuel vessel from a land side fuel truck. LICENSEE will be required to acknowledge and sign the LICENSOR fueling procedure manual provided by LICENSOR.

**14. Vessel Cleaning**

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

**15. Parking**

The LICENSOR shall designate parking areas for use by LICENSEE and LICENSEE’s employees, invitees, or independent contractors. All parking spaces adjacent to slips shall remain open for customer parking at all times. No individual parking spaces shall be assigned, reserved, or blocked off in any manor for LICENSEE or LICENSEE’S guest.

**16. No Wake Zone**

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

**17. Solid Waste/Fish Carcasses Removal**

Each LICENSEE will carry their solid waste and fish carcasses to one of two enclosed areas located in the parking lot across from Amberjack Pier. Discarding fish carcasses in the waters of Key West is prohibited by City of Key West Ordinance Sec 58-34.

**18. Recycling**

LICENSEE will comply with recycling programs and procedures established by the LICENSOR in support of sustainable environmental practices.

**SIGNATURE PAGE**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**LICENSEE SIGNATURE**

\_\_\_\_\_  
**LICENSEE Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**LICENSEE (print name)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, LICENSEE, who is personally known to me or has produced \_\_\_\_\_ as Identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My commission expires: \_\_\_\_\_

**LICENSOR SIGNATURE**

\_\_\_\_\_  
**City Manager or Designee**

\_\_\_\_\_

\_\_\_\_\_  
**Signature Date**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, LICENSOR, who is personally known to me or has produced \_\_\_\_\_ as Identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My commission expires: \_\_\_\_\_