

Key West

City Marina

AT GARRISON BIGHT

Rules

Terms

Supervisor - Person designated by Director, Port Operations to manage City Marina.

Dockmaster – Marina staff member responsible for day-to-day operations of City Marina.

Tenant - Boat owner/operator with a City Marina lease.

Lessor – The City of Key West

Lessee – Lease holder tenant of City Marina

Rules

1. Any vessel or floating structure entering the marina is under the jurisdiction of the Dockmaster and shall be berthed as directed.
2. The City of Key West is not responsible for any loss or damages including but not limited to fire, theft and vandalism to boats in the marina. Each tenant shall be held responsible for damages, which the tenant may cause to other boats in the marina or for damage to City property.
3. Any boat which may sink in or near the marina shall either be refloated or removed by the tenant within 48 hours or a fine of \$100 per day may be levied.
4. Lessor does not carry insurance covering the property of the lessee. Tenant shall carry liability insurance in the amount specified by the lease. It is the responsibility of the tenant to adequately insure his property. Use of the property being entirely at the risk of the lessee as to theft, fire hazards, vandalism, high or low water and all other so called acts of God.
5. Only boats in good condition and under their own power shall be permitted in the marina. The exception is floating structures with liveboard leases.
6. Boats must be in a good and safe condition and present a clean, orderly appearance and be maintained in a seaworthy fashion. The Dockmaster reserves the right to refuse dockage to vessels not properly maintained.
7. No person shall reside permanently aboard any boats berthed in City Marina unless they have a liveboard lease.
8. Pleasure boat tenants and those on transient vessels may reside on their vessels for up to eight days per month provided the vessel is properly equipped with an approved Marine Sanitation Device (MSD) and arrangements have been made for

- pump-out prior to such residence. Such residence must be coordinated with the Dockmaster.
9. Vessels not marked or identified as required by Federal and State law will not be permitted within the marina.
 10. Vessels in City Marina shall be equipped and operated in accordance with all applicable local, state and federal regulation.
 11. The Dockmaster shall have the right to inspect all boats in the marina to determine seaworthiness and adherence to all local, state and federal regulations and MSD regulations.
 12. Tenants will record with the Dockmaster their permanent address and phone number as well as business contact information. Tenants not residing locally, or those away for an extended period of time shall assign a local responsible person or make arrangements with a local marine salvage operator to assume care of the vessel in the event of any problems. This contact person shall be registered with the Dockmaster. Vessels not in compliance shall be removed from the marina within 15 days of being notified.
 13. No boats within Garrison Bight will operate in excess of idle speed or create a wake.
 14. No refuse shall be thrown overboard. Garbage shall be placed in the dumpsters provided. Oversized debris shall be disposed of as directed by the Dockmaster.
 15. No petroleum product in any amount may be dumped into the waters of Garrison Bight.
 16. Petroleum products shall not be stored on City Property. These products include, but are not limited to; gasoline, diesel fuel, paints, thinners, oil, and grease.
 17. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel or floating home, nor will these products be discharged upon the waters of Garrison Bight as gray water.
 18. No motorized vehicle may be operated or stored on any marina dock or pier.
 19. Tenant shall be responsible for the actions and conduct of their guests.
 20. Disorder or indecorous conduct by a tenant or visitors, which may offend a reasonable person, cause damage to property or harm the reputation of the marina will be cause for removal of the boat from the marina. Noise will be kept to a minimum at all times.
 21. No swimming, diving or fishing is permitted within the marina with the exception of entering the water to accomplish necessary repair work.
 22. No advertising or soliciting is permitted on any boat with the exception of exhibiting a "For Sale" sign. "For Sale" signs may not be larger than 17" x 13".
 23. All vessels shall be tied up to marina piers in a manner acceptable to the Dockmaster, or they shall be removed. The Dockmaster reserves the right to properly secure any vessel to marina piers and assess a service fee for doing so. No rafting of vessels is allowed at City Marina.
 24. Boats entering the marina in an emergency shall, at the discretion of the Supervisor, pay the normal rate.
 25. No subleasing or transfer of boats between berths will be allowed. The Supervisor may authorize transfer of boats from one berth to another. Supervisor reserves the right to reassign berths to tenants as may be necessary.

26. The Dockmaster may lease any berth vacated for more than 48-hours. It is the tenant's responsibility to inform the Dockmaster of the dates and times the berth will be vacant. In the event the vessel will be absent from the marina for more than one (1) month, the Supervisor may authorize rent payment at the minimum allowed for that slip. A minimum of 72-hours' notice is required prior to return to marina.
27. No commercial activity by any tenant will be allowed on City Marina property or on boats docked at the Marina without prior written approval of the Supervisor.
28. Transient rentals shall pay in advance of their stay for up to 30 days. Payment is based on the rates in effect at the time. Transient rentals of more than 30 days but less than 91 days will be charged the monthly transient rate in effect at the time. Transient rental shall not exceed 90 days. Monthly transient rentals shall pay in advance.
29. All transient rentals shall check in with the Dockmaster on arrival and must check out prior to departure.
30. No more than one vessel may be moored in a slip. The exception is a dinghy less than 12 feet in length, if approved by the Dockmaster.
31. No floating docks or platforms may be placed in a slip or attached to any vessel or floating structure berthed in City Marina.
32. All liveaboard vessels and floating structures shall have a holding tank for sewage with deck fittings compatible with the installed pump-out system on City Marina piers.
33. All floating structures are subject to inspection by the City Building Inspector in accordance with City Code. All work performed on these structures shall be governed by City Building Code and be properly permitted.
34. Boat owners are responsible for damage to dock structures and pilings.
35. Piers shall be kept clear at all times.
36. Loose gear on the piers is not allowed and shall be stowed in a dock box. Dock boxes shall not exceed 48" (L) x 36" (H) x 24" (D). Dock boxes shall be permanently attached to pier under the supervision of marina maintenance staff.
37. No permanent attachments, additions, alterations or changes may be made to docks, piers, pilings or other property of City Marina without prior written permission from the Supervisor.
38. Work done to any vessel or floating structure while at City Marina shall be restricted to routine maintenance that does not interfere with the use of marina facilities by any tenant and may not include the use of the services of any tradesmen, dealer, mechanic or other person without the prior approval of the Dockmaster.
39. The tenant shall comply with all stipulations of the lease agreement with the City of Key West.