Date: October 6, 2025

ATTENTION:
Honorable Danise Henriquez, Mayor
Honorable Monica Haskell, City Commissioner, District I
Honorable Samuel Kaufman, City Commissioner, District II
Honorable Donald Lee, City Commissioner, District III
Honorable Lissette Carey, City Commissioner, District IV
Honorable Mary Lou Hoover, City Commissioner, District V
Honorable Aaron Castillo, City Commissioner, District VI
City of Key West
1300 White Street
Key West, FL 33040

Dear Honorable Mayor and City Commissioners,

We are writing to inform you that Interim City Attorney Hardin, at Port Director McAlearney's behest, is attempting to force draconian lease terms on Key West residents and workforce living for years in City Marina at Garrison Bight in the transient slips who were grandfathered (with great appreciation!) by the Commission at the June meeting.

Since then they refused to meet with or accept any input whatsoever from the Key West Liveaboard Association (Sea Dogs), the City Commissioner who represents this marina district, or the impacted liveaboard tenants. Why would they behave that way? The most concerning issues are summarized below, by lease paragraph number. (For your convenience, attached is a copy of the proposed lease with the corresponding language *highlighted*.)

This harsh language makes these working-class Key West residents feel like second class citizens living on eggshells and doesn't seem to align with the Commission's overall good intentions with their votes to grandfather them so they could stay in their homes and continue to work here.

After reviewing the below summaries, I'm sure you'll agree that it all seems so petty and brings no financial benefit to the City—and can be easily remedied with a few minor word adjustments where warranted without detriment to the City:

Paragraph (2): "Terminate(s)" lease and evicts liveaboard tenants who need to replace homes that become unsafe/unseaworthy, even with a similar size/type replacement.

Paragraph (13): Says they are not tenants and have no "tenancy". Removes all "rental" rights under "Florida (Landlord and Tenant) Law," enjoyed by all Key West tenants, including all Garrison Bight Liveaboard tenants.

Paragraph (14): "Unconditional right to revoke" lease and evict "without cause."

Paragraph (15): Allows immediate "revocation" and eviction for "any" minor infraction without opportunity for tenant to remedy the issue.

Paragraphs (18) & (19): Contrasts Florida Landlord and Tenant Law (Chapter 83 Section 47 Prohibited Provisions in Rental Agreements) by excusing Landlord from any responsibility for "injuries" caused by unsafe "condition(s)" of its own negligence.

Paragraph (24): Allows "changes" to lease "terms and conditions" at any time, negating purpose of a written lease.

Paragraph (29): Tenants need to "remove vessel/floating home" from marina when hiring "services" for even remedial work (plumbing leak, faulty outlet, etc.).

Paragraph (31): Allows landlord to enter homes to "inspect…at all times." No notice required.

Paragraph (32): Allows relocations of tenants to other docks/slips without explanation.

We respectfully request, on behalf of the impacted tenants, that this October 9th agenda item (#38) be postponed to allow sufficient time for further review to insure legal compliance and address these problems with fairness to the benefit of both the City and its long-term transient slip working-class residents who have been kindly grandfathered by the Commission.

The Key West Liveaboard Association, the residents of City Marina at Garrison Bight, and the many local business *(attached)* who employ them greatly appreciate all the City Commission's efforts and goodwill over the past two years to address the marina's important residential lease issues with fairness, patience, and compassion.

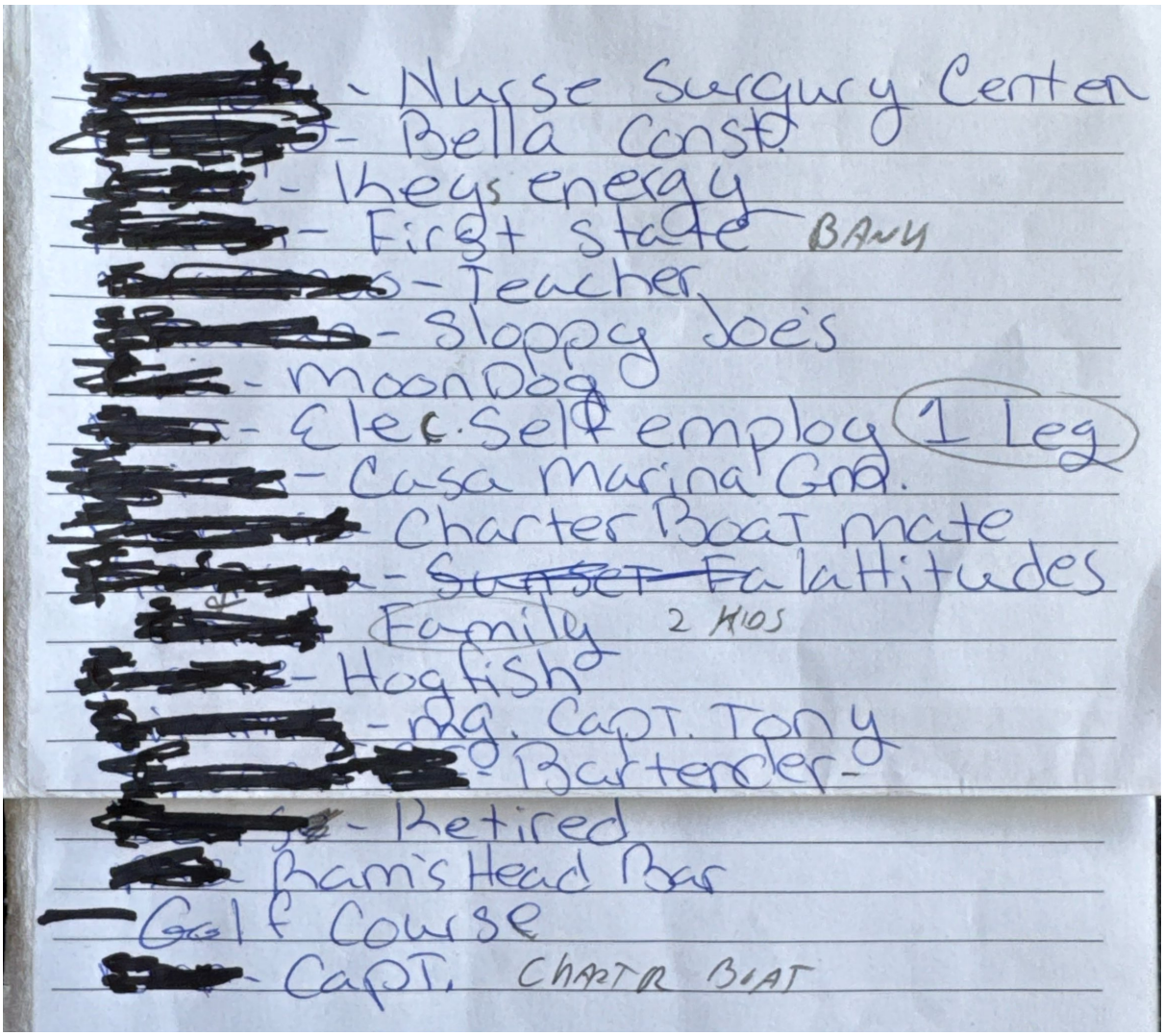
We look forward to a continued positive and productive relationship with our esteemed City Commission members and City officials to achieve all good things for the City of Key West, its residents, and businesses. Thank you.

Respectfully, with kind regards,

Joe

Joseph A. Miccio
Representative
Key West Liveaboard Association, AKA "The Sea Dogs"
FDNYjoe@aol.com • 516-521-2974
Liveaboard Vessel: Firefighter Mike Carlo
City Marina at Garrison Bight

Sampling of impacted residents and where they work:



CC: City Manager, Assistant City Manager, Port Director, City Attorney, City Clerk, Executive Board KWLA

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

This is a **MONTH-TO-MONTH LICENSE AGREEMENT** for dockage between City of Key West ("LICENSOR"), 1801 North Roosevelt Blvd, Key West, FL 33040, and _____ ("LICENSEE"), for the dockage of the described (named) vessel/floating home **ONLY** 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): _____ _____
First MI Last Primary Phone

_____ _____
First MI Last Primary Phone

_____ _____
First MI Last Primary Phone

Primary Address: _____
Street City, State, Zip

Billing Address: _____
Street City, State, Zip

Email Address for all correspondence: _____

Notify in Case of Emergency

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

_____ _____
First MI Last Primary Phone

VESSEL/FLOATING HOME INSURANCE (Proof of Insurance Required Note: City of Key West must be included as an "Additional Insured")

Carrier: _____ Policy Number: _____

Agent Name: _____ Phone: _____

DOCKAGE INFORMATION

Dockage Space Assigned Pier _____ Slip Number _____

Dockage Term month-to-month

Commencement Date _____
Month/Day/Year

Charges

Regular Monthly Dockage and Service Charges Account Number _____

Dockage (Code B275)	$_____ Per Foot	$_____ Per Month
Wide Beam(Over 15 ft)(Code B277)	$_____ Per Foot	$_____ Per Month
Solid Waste/Recycling Utilities (Code U275)		$_____ Per Month
Sales Tax (7.5%)		$_____ Per Month
	Total Monthly Billing	**$_____ Per Month**

1. LICENSEE required to pay Dockage Fee (base rent) plus Solid Waste Removal and Recycling Fee. Also, LICENSEE subject to additional per ft width charge for beams over 15 wide. An amount equal to two (2) months rent ($_____) is required as a deposit upon signing this agreement.
2. Electrical and water will be metered and will be invoiced monthly in addition to Dockage Fees.
3. Charges (including applicable sales tax) are payable monthly in advance on the first of the month. Charges are prorated to the first of the month if term commences other then on the first of the applicable month. Charges not paid by the fifth (5th) of the month shall result in a late payment of fifteen percent (15%) of the appropriate monthly amount.
4. LICENSEE agrees to provide written notice of any change in any of the information furnished by LICENSEE in this Agreement prior to, but within no later than 10-days of the change.

This Agreement contains the following documents:

1. Terms and Conditions
2. Signature Page
3. Marina Occupied Transient Rules and Regulations

OCCUPIED TRANSIENT TERMS & CONDITIONS

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/Supervisor:** Person designated by Port and Marine Services Director to manage City Marina.
- **Dockmaster/Assistant Dockmaster:** Marina staff member responsible for day-to-day operations of City Marina.
- **LICENSOR:** The City of Key West
- **LICENSEE:** The individual(s) named in this Agreement who is granted the right to dock a vessel at the City Marina.
- **Vessel/Houseboat:** Has proper current registration documents issued by a valid governmental agency within the United States, has marine power for navigational purposes, has a control center located forward on the vessel that provides fully operational steering and throttle control of the vessel during navigation, and has all legally required navigational lights, aides, and equipment as proscribed by the relevant governmental agency appropriate for the size and type of vessel.
- **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 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. Floating Homes/ Structures require BPAS units and are not eligible for this License Agreement.
- **Registration:** means a state operating license on a vessel/ houseboat which is issued with an identifying number, an annual certificate of registration, and a decal designating the year for which a registration fee is paid.
- **Occupied Transient:** means a vessel/ houseboat occupied under an expired dockage agreement and grandfathered into existing transient rates as approved through Resolution #25-153. All vessels/ houseboats must have been owner occupied, full-time, as of June 4, 2025, and shall not have any past-due balances. Seasonal licensees do not qualify for this agreement.

1. LICENSEE's License period shall be month-to-month beginning from the date this agreement is signed by the LICENSEE.

2. This agreement shall **terminate upon removal or sale of named vessel/ houseboat**. Upon termination of this agreement **or conclusion of owner occupancy** by the LICENSEE named on this agreement, pursuant to paragraph 6, the agreement shall be null and void; and the vessel/houseboat shall be immediately removed from the Marina by the LICENSEE and the slip shall revert to Transient Dockage.

3. Payments are due on the first day of each calendar month. Any license fee not received by LICENSOR by 5:00 p.m. on the 5th day of the month will be accessed a fifteen (15) percent penalty charge, which will accrue and be automatically posted to the LICENSEE's account on the subsequent day. Returned checks will be assessed the amount provided in Florida Statutes

Section 166.251.

4. License fee shall be adjusted October 1st of each year by increasing the base 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.

5. LICENSEE agrees that sub-metered electrical power and water usage will be invoiced monthly in addition to any/all dockage fees. Nonpayment of any utility charge shall be considered a material breach of this Agreement and shall be grounds for termination and revocation of this agreement.

6. LICENSEE understands and agrees that his or her vessel/ houseboat shall be owner-occupied. The LICENSEE must inform the LICENSOR of the name of any additional occupants prior to the occupant(s) moving into the vessel/floating home. If the LICENSEE named on the Agreement ceases to occupy the vessel/ houseboat this agreement shall become null and void and the vessel/ houseboat shall be removed from the Marina by the LICENSEE. The remaining occupant(s) has/have no right to continue occupancy. All applicable Terms and Conditions and Marina Occupied Transient Rules and Regulations, as may be in force and effect from time to time, which are specifically made a part hereof by reference, must be followed by each occupant. The LICENSOR reserves the right to make such other and further rules and regulations as in its judgment may from time to time be needed for the safety and care of the PREMISES, and any such other rules and regulations shall be binding upon the LICENSOR and occupants with the same force and effect once posted at the Marina Facility.

7. LICENSEE agrees that part ownership of the vessel/ houseboat does not in any way create for LICENSOR any obligation to furnish dockage space to any partner other than the original signer of this Agreement, or to any vessel/ houseboat other than that described herein, whether or not the partnership is dissolved for any reason whatsoever. In the event of dissolution of a partnership, or the withdrawal of a part-owner, until notice to LICENSOR 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.

8. LICENSEE shall not assign, sub-license, transfer, mortgage, or otherwise dispose of or encumber this license or any rights granted herein.

9. LICENSEE 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/ houseboat. This Agreement is not a bailment of the owner's vessel/ houseboat but a License of berthing space, and LICENSOR's liability is limited to supervision and maintenance of LICENSOR's property. LICENSOR's employees will make reasonable efforts to contact vessel/ houseboat owner and notify him or her of dangerous conditions requiring his or her attention. LICENSOR assumes no responsibility for tending mooring lines or moving vessel/ houseboat from the berths to which they are assigned.

10. No more than one vessel/ houseboat may be moored in a slip with the following exception: LICENSEE, upon Marina Manager/Supervisor written approval, may dock a dinghy or small vessel behind the vessel/ houseboat so long as length of dinghy or small vessel does not **exceed 13.0' LOA**. Docking platforms are prohibited.

11. Any moneys owed to LICENSOR shall constitute an additional fee and be a direct lien against

the vessel/ houseboat and continuing lien wherever the vessel/ houseboat 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 so being billed, has failed to make payment, then the person so signing shall, upon demand, promptly pay the charges.

12. LICENSOR 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/houseboats which may be held for unpaid costs, storage charges, dockage fees, and any other fees allowed by law. The parties agree that the mooring or dockage provided for herein is a "necessary" within the meaning of the general maritime law of the U.S., that the MARINA, shall retain a maritime lien against the VESSEL, its appurtenances and contents, for all unpaid dockage fees, delinquency charges, for any damage caused to any dock, piling or any other property of the MARINA, or for any other amounts due to the MARINA. The MARINA also holds a possessory lien as of the date the vessel is brought to the marina or as of the date the vessel first occupies rental space at the marina facility; Additionally, **PURSUANT TO FLORIDA STATUTE SECTION 328.17, IN THE EVENT OF NONPAYMENT OF STORAGE FOR A PERIOD OF SIXTY (60) DAYS AFTER NOTICE FOR PAYMENT, MARINA IS AUTORIZED TO SELL OWNER'S VESSEL AT A NON-JUDICIAL SALE.**

13. This Agreement constitutes the granting of a revocable license by LICENSOR to LICENSEE for the temporary use of the dockage space described herein, and in no way creates or conveys any leasehold, ownership interest, or other property rights to LICENSEE. LICENSEE expressly acknowledges and agrees that:

    a. This Agreement does not create, establish, or guarantee any property rights, tenancy, leasehold estate, or any other real property interest in favor of LICENSEE;
    b. LICENSEE acquires no right, title, or interest in the dockage space beyond the limited license rights expressly set forth in this Agreement;
    c. This Agreement does not constitute a lease or rental agreement under Florida law, but rather a license agreement only.

14. LICENSOR reserves the absolute and unconditional right to revoke this license at any time, with or without cause, subject only to the notice requirements set forth in Paragraph 15 below.

15. LICENSOR shall provide LICENSEE with thirty (30) days written notice prior to revocation of this license, except in cases of:

    a. LICENSEE's breach of any term or condition of this Agreement;
    b. Emergency situations requiring immediate termination; or
    c. Circumstances where continued use may result in damage to the dockage space or danger to persons or property.

16. LICENSEE agrees to be responsible to LICENSOR and pay for any and all loss or damages to piers, walks, slips, vessels/boats, dock boxes or any property located in the LICENSOR's area caused by LICENSEE, his or her agents, guests/invitees, servants and/or employees whether caused by negligence or not, and further to defend and hold LICENSOR, its agents and employees, harmless for any of the foregoing. This indemnification shall survive the expiration or termination of this Agreement.

17. If any vessel/houseboat owned or used by or under the control of LICENSEE or his or her guests should sink or become waterlogged in the Marina, it shall be the responsibility of LICENSEE to have it raised immediately. If any vessel/houseboat owned or used by or under the control of LICENSEE or his or her guests should take on water and be in danger of sinking, LICENSEE shall be responsible to take any action necessary, at LICENSEE's cost, to avoid said vessel/houseboat from sinking. It is the LICENSEE's exclusive responsibility to pay for any and all financial obligations incurred as a result of sunken or waterlogged vessel/houseboat and any costs related to action taken to avoid a vessel/houseboat from sinking. If, after forty-eight (48) hours, the vessel/houseboat has not been raised or action taken by LICENSEE to raise or prevent a vessel/houseboat from sinking, LICENSOR reserves the right to undertake the raising of said vessel/houseboat and to take any action necessary to prevent a vessel/houseboat from sinking at LICENSOR's sole discretion. LICENSEE may comply with this provision by filing an acceptable salvage plan for the vessel/houseboat with LICENSOR and proceeding with said plan as soon as is practicable under the circumstances. Any expenses or costs incurred by LICENSOR in raising such vessel/houseboat or any other action authorized under this paragraph shall be reimbursed by the LICENSEE. LICENSEE agrees to hold LICENSOR harmless, defend and indemnify LICENSOR from any damages, which may occur as a result of raising said vessel/houseboat or as a result of any other action taken by LICENSOR authorized under this paragraph. LICENSEE further agrees that the obligations of LICENSEE to hold forever harmless, defend and indemnify LICENSOR, as required under the terms of this paragraph, shall be effective and enforceable by LICENSOR against LICENSEE upon notice given by LICENSOR to LICENSEE of any such liabilities, claims, demands or lawsuits asserted by any party or persons against LICENSOR arising from and/or related to, or in any way connected with, LICENSEE's obligations under this paragraph. Without notice to the LICENSEE as specified above, LICENSOR may elect to raise the vessel/houseboat for reasons of public health and public safety. Any vessel/houseboat which may sink and has not been raised or removed by the LICENSEE within seven (7) days a fine of $100 per day beginning on day eight (8) will be levied And any such vessel/houseboat is subject to removal by LICENSOR by any means, including demolition, if necessary at LICENSEE's sole cost and expense Should a vessel or houseboat sink as the result of a storm event for which a state of emergency was declared the LICENSEE shall have a reasonable time to raise the vessel or houseboat with both parties taking into consideration the nature and extent of damage caused by the storm that resulted in the declared state of emergency.

18. This Agreement 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/houseboat, 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.

19. 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/houseboats in the marina. This release and indemnification shall include, but not be

limited to:

(1) acts in connection with LICENSEE's vessel/houseboat, motors and accessories while it is on or near LICENSOR property, including the feed space, or while it is being moved or docked;

(2) loss or damage to LICENSEE's vessel/houseboat, 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;

(3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto; and

(4) all fines, assessments or damage which may be assessed against LICENSEE as a result of any fuel, oil or other improper discharge which is emitted from the vessel.

LICENSEE further agrees to indemnify LICENSOR for all damages or losses caused by or arising from fault of LICENSEE's vessel/houseboat and appurtenances, personal property, guests, passengers, family or invitees, including other guests and vessel/houseboats 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.

20. LICENSEE IS HEREBY PLACED ON NOTICE, PURSUANT TO SECTION 327.59, FLORIDA STATUTES, LICENSOR may not adopt, maintain, or enforce policies pertaining to evacuation of vessels/houseboats which require vessels/houseboats be removed from the marina following the issuance of a hurricane watch or warning. In the event LICENSEE fails to remove LICENSEE's vessel/houseboat from City Marina within 2 days after the issuance of a tropical storm or hurricane watch for Monroe County or Key West, Florida, under Florida law, LICENSOR, its employees and agents are authorized to remove LICENSEE's vessel/houseboat, 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/houseboat and to protect Marina property, private property, and the environment. LICENSOR shall be entitled to charge LICENSEE a reasonable fee for any such action.

21. GENERAL INSURANCE REQUIREMENTS: Except as provided herein, LICENSEE shall purchase and maintain, **at a minimum, a $300,000 liability policy** on LICENSEE's boat or vessel described herein. LICENSEE understands and agrees that LICENSOR is in no way liable for any of the foregoing and the purpose of this clause is to ensure that LICENSEE carries his or her own insurance. LICENSEE shall name the LICENSOR as an additional insured on the insurance policy for the vessel for the purposes of notification only.

22. In the event of the death of the LICENSEE, this Agreement shall remain in the estate or pass to the heir(s) for up to three (3) months, **at which time this agreement shall be null and void** and the vessel/ houseboat shall be removed from the Marina by the estate or heir(s) and the slip shall revert to Transient Dockage. Payment terms and all other terms of the Agreement will remain in effect.

23. Written notice shall be deemed sufficient when (i) emailed, (ii) mailed or delivered to the LICENSEE at the address listed above, (iii) delivered to the assigned premises, or (iv) posted on the vessel/houseboat or dockside adjacent thereto. Written notice to the Marina Manager or Supervisor shall constitute sufficient notice to the LICENSOR. Delivery of notice shall be considered effective whether or not the LICENSEE accepts delivery and regardless of who accepts it at the LICENSEE's address.

24. LICENSEE 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. LICENSEE further agrees to comply with changes, additions, or deletions to City Ordinances, Terms and Conditions, and Rules and Regulations. City Manager has the authority to implement or change Rules and Regulations for the marina and uplands. Upon failure of LICENSEE to comply with any such laws, Rules and Regulations, or to pay the rental herein above provided, this Agreement may be terminated, and LICENSOR may remove the vessel/houseboat from the dockage space at LICENSEE's risk and expense and may take possession of the space, as a penalty. LICENSOR has the right to remove a vessel/houseboat from the Marina during any emergency situation or catastrophe.

25. The LICENSEE shall not discharge sewage in marina waters under penalty of immediate Eviction and prosecution in a court of law. LICENSEE 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. LICENSOR 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.

26. 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.

27. Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, LICENSEE shall furnish to LICENSOR for its review an original or certified copy of proof of ownership of the vessel/houseboat. This proof shall consist of either a state-registered title to the vessel/houseboat or documentation by the U.S. Coast Guard or foreign sovereign.

28. The person signing below as LICENSEE does hereby certify that the description of the above vessel/houseboat is correct and that he/she is the registered, lawful owner of the vessel/houseboat, or authorized to subject the vessel/houseboat to all provisions of this Agreement, including but not limited to those providing for liens against it. The person signing on behalf of the LICENSOR is duly authorized to execute this Agreement by the City Manager of the City of Key West.

29. LICENSEE is permitted reasonable latitude regarding the care and maintenance of their vessel/houseboat, subject to the following: Work above the rail or in the interior of the vessel/houseboat 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 LICENSOR's employees or contractors. Approval to perform work other than normal maintenance must be obtained from the Marina Manager/Supervisor whose decision in these matters is final. Any

LICENSEE desiring to use the services of others to work on his vessel/houseboat may do so by removing the vessel/houseboat temporarily from the slip and removing it from the Marina. Hull repairs, major engine repairs/overhaul, spray painting, major carpentry/rebuilding projects are strictly prohibited. Electric sanders must have an attached dust vacuum collection device. LICENSEE shall immediately remove debris that results from repairs. Repairs that may damage the docks are not permitted. LICENSEE and his or her contractors, employees, guests or invitees are liable for any damage to LICENSOR'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 structures, including use of Building Permits where applicable.

30. 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 LICENSOR's Terms and Conditions or Marina Rules and Regulations by LICENSEE, shall constitute a default.

31. The Marina Manager/Supervisor shall have the right to inspect all vessels/houseboats prior to entering the marina and at all times that they remain in the marina the vessels/houseboats shall be maintained so to adhere to all local, state and federal regulations and marine sanitation device (MSD) regulations. Vessels/houseboats entering into this month-to-month agreement will be required to have a current (less than six months old) Marine Survey or inspection, acceptable to the LICENSOR, by a licensed marine surveyor which shall include a **hull/ bottom inspection** and describe the vessel/houseboat's structural integrity. Vessels/houseboats entering into this month-to-month agreement will be required to have a Marine Survey at a minimum every five (5) years. 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 vessel/ houseboat. Owner must have survey performed within forty-five (45) days of the request. Cost for marine survey will be paid for by the vessel/ houseboat owner.

32. **Slip Assignment:** Upon entering this agreement, the LICENSEE understands and agrees they will relocate to any slip as assigned by the LICENSOR. Failure to relocate will deem this agreement **null and void**.

33. **Notice to LICENSEE**

    LICENSEE agrees that notice of the actions or intentions of LICENSOR is binding upon LICENSEE if delivery by certified mail is attempted at the following address:

    _____

    (Name)

    _____

    (Address) (City, State, Zip)

    LICENSEE further agrees that said binding delivery of notice shall be considered fully accomplished for all purposes hereunder regardless of whether delivery to the above address is accepted or regardless of the identity of any person accepting delivery. LICENSEE is fully and solely responsible for the receipt of notice at said address.

34. Any waiver of any breach of terms or conditions contained herein shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the MARINA from

proceeding under the provisions of this Agreement as a result of a subsequent breach.

35. 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.

36. Time is of the essence with respect to all particulars of this Agreement.

37. 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. The parties agree that any dispute arising from this Agreement shall be resolved exclusively in the courts of Monroe County, Florida.

38. By signing this Agreement, LICENSEE expressly acknowledges understanding and acceptance of the license nature of this Agreement and the absence of any property rights conferred hereby.

SIGNATURES ON NEXT PAGE

LICENSEE SIGNATURE PAGE

Executed this _____day of _____ 20_____

_____	_____	_____
LICENSEE (print name)	**Signature**	**Date**

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: _____

_____	_____	_____
CO-LICENSEE (print name)	**Signature**	**Date**

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: _____

_____	_____	_____
CO-LICENSEE (print name)	**Signature**	**Date**

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 PAGE

_____	_____	_____
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: _____