OCCUPIED TRANSIENT SLIP AGREEMENT SUGGESTED ADJUSTMENTS

For Long-Term Liveaboards Residing in Transient Slips, City Marina at Garrison Bight

Key West Liveaboard Association (Sea Dogs)

2. This agreement shall **terminate upon removal or sale of named vessel/ houseboat**, except as required for replacement of vessel by LICENSEE, subject to approval of LICENSOR. 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.

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~~ create statutory tenant rights under Florida Landlord and Tenant Law, Chapter 83, but rather a license agreement only for rental of slip space.

Commented [JM1]: Addressed in 13.c.

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.

Commented [JM2]: Redundant/unnecessary

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 if uncorrected by LICENSEE after notice by LICENSOR.
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.

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 unless caused by gross negligence of LICENSOR.

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 unless caused by gross negligence of LICENSOR. 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.

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.

Commented [JM3]: Deleted because it conflicts with lease paragraph 35, on next page.

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 that are not in compliance with this section 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.

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 as required per needs of the marina. Failure to relocate will deem this agreement **null and void**.

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.

Commented [JM4]: Comma added for clarification.

Commented [JM5]: Lease Paragraph 24 conflicts with this section. Correction to Paragraph 24 will eliminate the conflict.