Key West Mooring Field Permit

THIS PERMIT AGREEMENT made and entered into this _____ day of _____, 20___, by and between CITY OF KEY WEST, ("CITY") whose address is 3126 Flagler Avenue, Key West,FL 33040, and _____ whose address is _____, ("PERMITTEE"). In consideration of the premises hereinafter contained, and other good and valuable consideration, it is mutually agreed as follows:

1. This is a (please circle appropriate term) Daily / Monthly Permit for a term of _____ days or one month, automatically renewed for successive one-month periods if a Monthly Permit, unless terminated by either party. City may terminate this Permit Agreement with or without cause. The PERMITTEE agrees to pay the CITY for mooring space, at the offices of CITY, as a mooring fee for Key West Mooring Field Transient Agreement number _____.

PERMITTEE agrees to provide written notice of any change in any of the information furnished by PERMITTEE within ten (10) days of such change.

2. The daily mooring fee shall be $_____ per day for _____ days, plus applicable sales tax of $_____ for a total of $_____. The daily mooring fee shall be paid in advance for the number of days the vessel shall be moored.
The monthly mooring fee shall be $_____ per month, plus applicable sales tax of $_____ for a total of $_____. Payments are due on the first (1st) day of each calendar month, and if payment is not received by the fifth (5th) day of the month, CITY shall charge a fifteen percent (15%) penalty. If the mooring fee is delinquent for a period of twenty (20) days, PERMITTEE shall be notified by mail at the last address provided to CITY. If total payment is not received within fifteen (15) days from the date of the notice, CITY shall have the right to summarily revoke this Permit and to order removal of the vessel. CITY may pursue all legal remedies for removal of the vessel and for payment of all fees and charges due.

In the event this Permit is granted on a monthly basis, and PERMITTEE anticipates mooring a period of one (1) month or longer, PERMITTEE shall deposit with CITY a sum equal to one month's mooring fee as security for damage.

Mooring fees are due and payable at the Key West City Marina at Garrison Bight offices, 1801 North Roosevelt Boulevard, Key West, Florida 33040 or at the Key West Historic Seaport at Key West Bight offices, 201 William Street, Key West, Florida 33040. Payment of long term lease agreements may be mailed to Key West City Marina at Garrison Bight, Post Office Box 1409, Key West, Florida 33041.

Increases in mooring fees shall be at the discretion of CITY. Any monies owed CITY shall be a direct lien against the vessel and a continuing lien wherever the vessel is located.

3. If it is necessary for CITY to collect any charges or fees under this Permit Agreement through an attorney, or enforce any obligations owed hereunder through an attorney, PERMITTEE agrees to pay all costs of collection or enforcement, including reasonable attorney's fees.

4. PERMITTEE acknowledges that he or she has inspected the mooring space, and is satisfied that the mooring space is adequate for safe mooring. This Permit Agreement is not a bailment of the PERMITTEE's vessel, but a permit for the use of the mooring field and facilities, and CITY's liability is limited to supervision and maintenance of only CITY property.

5. PERMITTEE shall be liable for any loss or damage to person or property caused by or on behalf of PERMITTEE. Furthermore, PERMITTEE agrees to be responsible to CITY and to pay for any or all loss or damages to piers, floats or other CITY facilities caused by PERMITTEE, his or her agents, servants and/or employees whether caused by negligence or not, and further to defend and hold CITY, its agents and employees, harmless for any of the foregoing. This indemnification shall survive the expiration or termination of this Permit Agreement.

6. This Permit Agreement is for mooring, docking, and attendant services such as rest rooms and bathing facilities, garbage and trash removal, and pump-out services. Such space is to be used at the sole risk of PERMITTEE. PERMITTEE hereby agrees that CITY shall not be liable for the care, protection, or security of the vessel, its appurtenances or contents, or of any of PERMITTEE'S personal property, guests, passengers, or invites, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, or other calamities. CITY is not responsible for injuries to persons or property occurring on CITY'S property. PERMITTEE, personally and for his or her family, heirs, and assigns, hereby releases and agrees to defend and hold CITY harmless from all liability to same for personal injury, loss of life, and property damage beyond normal wear and tear. PERMITTEE personally and for his or her family, heirs, and assigns agrees to indemnify and defend CITY for all liability to PERMITTEE, its family, heirs, assigns, agents, employees, invitees, and guests caused by fault of PERMITTEE. This release and indemnification shall include, but not be limited to (1) acts in connection with PERMITTEE'S boat, motors and accessories while it is on or near CITY'S property including the mooring and docking space, or while it is being moved, docked, hauled or launched; (2) 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) PERMITTEE further agrees to indemnify and defend CITY for all damages or losses caused by or arising from fault of PERMITTEE'S vessel and appurtenances, personal property, guests, passengers, family or invitees. The indemnification provided herein shall include, but not be limited to all costs, expenses and attorney's fees, including appellate attorney's fees, reasonably incurred by CITY based on the foregoing; provided, however, that CITY shall give PERMITTEE written notice of any such claim within time reasonably to allow PERMITTEE to appear and defend or pay and discharge such claim. At its option, CITY may defend against such claims and by so doing shall not waive or discharge PERMITTEE from its obligations to defend and indemnify as herein contained. This indemnity shall survive the termination of this Permit Agreement.

7. No refuse or garbage shall be thrown overboard. All garbage and trash shall be placed in the dumpsters and recycling bins provided.

8. PERMITTEE shall comply with all federal, state, and local laws pertinent to any subject matter of this Permit Agreement, including but not limited to those pertaining to marinas and boating; and to comply with all rules and regulations of this Permit Agreement.

9. PERMITTEE shall not dump sewage in the mooring field waters under penalty of immediate eviction and prosecution in a court of law. PERMITTEE shall comply with Chapter 42 of the Code of Ordinances regarding operation in the No Discharge Zone of the CITY's jurisdictional waters.

10. In the event any portion of this Permit 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 Permit Agreement shall remain in full force and effect. This Permit Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.

11. This Permit Agreement shall constitute the entire agreement between the parties. No amendment, waiver, 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 Permit shall be construed to be a waiver of any succeeding breach. Time is of the essence with respect to all particulars of this Permit. If any provision of this Permit is determined by a court of law to be unenforceable, the remaining provisions shall not be impaired thereby, and this Permit shall be interpreted, as near as possible, to achieve its intent. This Permit shall be governed by the laws of the State of Florida.

12. The following rules and regulations are incorporated herein and are a part of this Permit Agreement:

Operation of the Mooring Field
and
Rules and Regulations Mandated by the State of Florida

Only vessels in seaworthy condition, with a current registration (if required), will be allowed to moor in the mooring field. Vessel engines and propulsion drive systems must be maintained in proper working order at all times.

13. All vessel operators intending to moor in the mooring field shall register at the Dockmaster's Office located at Key West City Marina at Garrison Bight. The vessel must be moored at the mooring space assigned by the Dockmaster, and at no other mooring space. Transfer to a different mooring space is prohibited unless authorized by the Dockmaster.

14. In conformance with Federal requirements, through hull flushing of vessel toilets is prohibited within the mooring field. Discharges from vessels in the mooring field will be limited to only clean bilge water. There will be no disposal or jettison of any liquid or solid waste or refuse overboard from any vessel in the mooring field. The vessel owner/tenant must take all refuse (garbage and accumulated trash) to the Key West City Marina at Garrison Bight or Key West Bight Marina for proper disposal. The cost of collecting and pumping out waste holding tanks and refuse collection is included as part of the mooring fee.

15. Washing vessels with detergents containing phosphates or chlorine or cleaning them with petroleum distillates is prohibited within the mooring field.

16. All vessels in the mooring field must meet sanitation requirements as defined in the City of Key West's Construction Specifications for Floating Homes, Sec. 31.056 of the City of Key West Code of Ordinances (Inboard Sewage Device), which details the requirements for waste holding tanks.

17. It is the responsibility of pet owners to manage and direct all pet feces and associated waste for proper disposal to either waste holding tanks or sealed securely for refuse disposal.

18. Oil spill incidents, whatever the cause, must be reported immediately to the City Manager or authorized agent at (305) 809-3981 or the City Port Operations Director at (305) 809-3790, in addition to the U.S. Coast Guard (305) 292-8727 and the Florida Fish and Wildlife Conservation Commission, Department of Law Enforcement, at 800-342-5367.

19. While in the mooring field, vessel occupants shall use the utmost discretion in using any noise creating devices, including but not limited to TV sets, radios and stereos or participating in boisterous or rowdy conduct so as not to create a nuisance. Noisy generators, blowers, or other machinery shall not be operated between the hours of 9:00 PM and 7:00 AM.

20. The use of devices that burn solid fuels (coal, charcoal, wood) or emit an uncontrolled open flame are prohibited on any vessel secured in the mooring field. Cooking stoves, either portable or installed, must be Underwriters Laboratories approved.

21. Pursuant to the mooring field Management Plan DSL-59, anchoring in the mooring field is prohibited. The use of additional individual anchors by moored vessels in the mooring field is also prohibited.

Special Mooring Field Rules Pertaining to the U.S. Navy

22. The City will provide a chart to each vessel registering at the mooring field identifying restricted U.S. Navy Property at Fleming Key, Trumbo Point Annex, and Sigsbee Park Annex, along with a list of any other pertinent regulations enforced by Federal authority.

23. Infraction of any regulations or trespass on property restricted by Federal authorities may result in immediate loss of one's mooring Permit, in addition to Federal enforcement and legal action.

Permit Application Procedures

24. Applicant: Any person desiring to obtain a permit to moor a vessel shall make the application to the Dockmaster on the appropriate form supplied by the Dockmaster.

25. Space Available: When a space becomes available, it shall be offered first to Monroe County registered vessels. Any person offered space shall have five (5) days from receipt of the offer in which to accept the space and make the required security deposits to the city. Failure to make the appropriate deposits and payments within the time specified shall constitute rejection of the offer of the space. Any space which becomes available and which can accommodate the vessel, considering the length, width, and draft of the vessel, shall be considered "suitable" space for that particular vessel.

Assignment of Permits

26. Each Permit is issued to a particular individual for a particular vessel. It is a personal contract and not assignable to another party, nor transferable to another vessel. Any attempt to assign, sub-lease, or transfer a Permit shall terminate the Permit Agreement.

27. Any PERMITTEE who removes his or her vessel from his or her assigned space for any period in excess of forty-eight (48) hours must notify the Dockmaster of such absence. During a notified absence from a mooring site, the Dockmaster may temporarily assign the mooring space to another vessel for the duration of the absence.

Tender Facilities

28. No person shall secure a tender or dinghy within Key West City Marina at Garrison Bight at any location other than the designated dinghy dock.

29. The City assumes no liability or responsibility for any vessel, or its contents, left at the marina facility or mooring field.

Unlawfully Moored Vessels Anchored Within the Mooring Field

30. The City of Key West will impound any unlawfully moored or anchored vessel. The City shall not release the vessel until all charges for towing and storage fees have been paid. The charge for towing, removal, and storage shall be based on prevailing charges in the City for such services.

31. Whenever any vessel is taken into custody and impounded by authority of the City as authorized herein and the name and address of the owner of such vessel can be ascertained by the City, it shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reason therefore and the place to which such vessel has been removed.

32. Whenever such a vessel is removed from the prohibited area as authorized herein and the City or its agent does not know and is not able to ascertain the name and address of the owner of such vessel or for other reason is unable to give the notice to the owner, and in the event the vessel is not returned to the owner within a period of three (3) days after same has been taken into custody and impounded, the City shall immediately send or cause to be sent a written notice of such impoundment by mail to the Department of Highway Safety and Motor Vehicles, Vessel Titles, 2900 Apalachee Parkway, Tallahassee, Florida (850) 488-1195 and shall file a copy of such notice with the person who has been authorized to have custody of the impounded vessel for the purpose of storage. Such notice shall include a complete description of the vessel, the date, time and place from which it was removed, the reason for such removal and the name of the storage facility or place where the vessel is stored.

Termination of Permit

33. Monthly rentals, failure to pay fees: All payments are due and payable on the first of each month. Any PERMITTEE allowing mooring fees to become delinquent for a period of twenty (20) days shall be notified by mail at the last address given the City. If total payment is not received within fifteen (15) days of the date of the notice, the City shall have the right to summarily revoke the Permit and order that the vessel be removed. The City may pursue all legal remedies to obtain payment of charges due.

34. Any vessel mooring in contravention to these rules, or in neglect of any precaution which may be required by the ordinary practice of seamen, will be required to move immediately when requested to do so by the Dockmaster, and may be subject to termination of the mooring Permit as provided in the above section entitled "Termination or Permit." City may terminate this Permit Agreement with or without cause.

Inspections

35. Moored vessels are subject to inspection by the Dockmaster upon registration and as scheduled below. Inspections will include but are not limited to the following.

a) Sanitation equipment to ensure that the equipment complies with marine sanitation requirements of the City Code of Ordinances and the U.S. Coast Guard.
b) Safety inspection of vessels that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of water or fuel, and compliance with all State and Federal safety equipment regulations and requirements.

36. Schedule of Inspections

a) Transient: Less than or equal to 3 days. No inspection but the operator certifies that the vessel complies with sanitation and seaworthiness safety standards.
b) Short term: 4 days, but less than or equal to 14 days. Upon entry only.
c) Long term: 15 days, or less than or equal to 6 months. Upon entry and at 3 months.
d) Emergency inspections of unattended vessels will be conducted whenever a vessel appears to be in, or is likely to create, distress or potential danger to other vessels or the environment.

City of Key West

37. The City of Key West will provide for the maintenance of the mooring system. Selected contractors must establish that they are licensed, insured, and have experience in the installation and maintenance of commercial mooring fields.

38. All systems shall be inspected for damage and wear every one hundred-twenty (120) days. All repairs will be made to ensure safe conditions and a written record will be kept on each mooring's condition and repair history.

39. All vessels must use the proper type and diameter line. Polyproplyne is not permitted. Nylon is the preferred type of line. The following is a guide for the minimum line size for winds up to 60 mph. In higher winds, larger diameter lines are needed:

Vessels up to 25'	1/2 inch line
Vessels 25' up to 40'	5/8 inch line
Vessels 40' and up	3/4 inch line

40. Vessel owners are responsible for maintaining mooring lines in good condition and tangle free.

41. Pendants shall not be attached directly to the vessel.

42. Vessels shall have at least 10 feet of line between the pendant and the vessel. The line should be wrapped several times around the pendant loop to eliminate chaffing.

43. In large storms, back up lines with slack in them should go to the buoy shackle.

44. For purposes of this Permit, the following requirements are necessary for a vessel to be considered a "seaworthy" vessel:

a) Hull specifications: A skiff hull or flat sided bow surface is not acceptable. A traditional pointed bow, cathedral, catamaran, or trimaran hull is acceptable.
b) The deck house or cabin must be of the proper size and shape necessary to ensure stability in rough sea conditions.
c) The vessel must be structurally strong enough to endure 4 foot waves and 75 mph winds. The vessel must have the appropriate equipment to secure the vessel in such conditions.
d) The vessel shall contain all appropriate equipment required by the U.S. Coast Guard.
e) The maximum length of any vessel permitted in the Mooring Field shall be 50 feet.
f) Only vessels with a propulsion drive system shall be permitted in the Mooring Field.

Agreed to and executed this _____ day of _____, 20____.

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Key West Mooring Field Permit

PERMITTEE	**CITY OF KEY WEST**
Signature: _____	Signature: _____
Print Name: _____	Title: _____
Date: _____	Date: _____
WITNESS:	WITNESS:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

Credit Card Authorization Form

I, _____, hereby give City of Key West, City Marina at Garrison Bight, authorization to charge my credit card for additional dockage fees and/or monthly deposit.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Credit Card Name: _____

Credit Card Number: _____

Credit Card VCode: _____ Credit Card Expiration Date: _____

Signature: _____