



## SEASONAL DOCKAGE/LEASE AGREEMENT

SEASONAL AGREEMENT made and entered this date by and between City of Key West having its office at 201 William Street Key West, Florida 33040, herein described as "LANDLORD" and the person whose name and address is shown hereon, on page one, herein designated as "TENANT".

The TENANT acknowledges that he has inspected the berthing space leased herein and satisfied himself that the berthing space is adequate for the safe mooring of his vessel. The TENANT further acknowledges and understands that this AGREEMENT is not a bailment of the TENANT's vessel but a lease of berthing space only and LANDLORD's liability is limited to the maintenance and upkeep of the waterfront area. The TENANT assumes full and complete responsibility for attending to his vessel in the event of dangerous weather conditions and/or other conditions requiring supervision and attention to his vessel. The LANDLORD assumes no responsibility for the supervision of the TENANT's boat, tending mooring lines or moving boats from berths to which they are assigned.

It is expressly agreed that LANDLORD shall not be liable for loss or damage to any property left or stored by TENANT or any other person in or upon the boat or vessel of LANDLORD premises and TENANT expressly waives any and all claims for such loss or damages against LANDLORD and agrees to hold LANDLORD harmless from and against any such claims. The TENANT for himself, his assigns', successor's and interests, legal representatives, his estate, as the case may be, hereby releases and agrees to indemnify and hold harmless the landlord, its assigns', successor's and interest, legal representatives for any and all liability for personal injury, loss of life and property damage of any kind whatsoever.

- (1) Arising out of the ordinary negligence of the LANDLORD or its employees and agents in connection with the LANDLORD's premises or the use of storage space.
- (2) In connection with the TENANT's boat or vessel, motor and accessories while it is on the premises of the marina.
- (3) For loss or damage the TENANT's boat, vessel, motor and accessories or contents there due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricanes, ordinary or other negligence on the part of the LANDLORD or its employees and agents, or other casualty loss.

### DEFAULT, REMOVAL, SALE

Prompt and timely delivery of all payments due for use of the rented dockage space and strict observance of the Rules and regulations made a part hereof, are essential conditions upon which this agreement is made and accepted. Any failure by TENANT to comply with each of said terms shall constitute a default by TENANT and shall give LANDLORD the right at its option to terminate this Agreement and any license TENANT may have hereunder. LANDLORD may so terminate by written notice mailed or delivered to premises assigned hereunder or posted on the vessel/floating home or dockside adjacent to the vessel/ floating home shall constitute sufficient notice to TENANT. LANDLORD may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If TENANT fails to vacate the dockage space within seven (7) days after delivery of said notice as provided above, LANDLORD 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 LANDLORD both the vessel and any other personal property of TENANT 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 LANDLORD and TENANT hereby designates LANDLORD as its attorney-in-fact for purposes of acting in its place for purposes of such removal and relocation and agrees that LANDLORD and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. LANDLORD further agrees to pay all costs incurred by LANDLORD 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 or which shall become a lien upon the vessel; and

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

c) if non-payment of rent continues for six (6) months, sell the vessel at a non-judicial sale after thirty (30) days' notice to TENANT as provided in paragraph above. The remedies provided in Florida Statutes section 328.17 for such non judicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to LANDLORD.

d) Non-payment of rent 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.

#### **GENERAL CONDITIONS**

1. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by TENANT.
2. The LANDLORD reserves the right to lease or refuse to lease to any person for any reason.
3. TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
4. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle, equipment and all other obstructions, and further agrees to refrain from disposing of or piling any waste or foreign materials including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin, and in general abide by all applicable environmental laws and regulations.
5. An infraction of the rules and regulations contained herein or established and adopted by the LANDLORD, and/or as posted in the office of the LANDLORD shall, at the option of the LANDLORD, cancel this lease agreement and the TENANT shall remove his/her vessel from the premises.
6. The use of the harbor or Marina electrical outlets for the operation of power tools, battery charges, welders, etc. are prohibited except by special permission from the LANDLORD.
7. The LANDLORD does not guarantee the continuity of electrical service where prohibited, nor does the LANDLORD accept any responsibility/liability for any damage caused by the provided electrical service.
8. The use of torches or open flames, flammable or toxic removers, or any other hazardous equipment and/or material is strictly prohibited.

9. The LANDLORD will not be responsible for delays of any nature including, but not necessarily limited to inclement weather or any other circumstances beyond the LANDLORD's control.
10. A TENANT may work on his/her own vessel providing that such work does not interfere with the rights, privileges and safety of other persons, tenants or property. The LANDLORD requires any outside mechanic, craftsman or any other persons performing any work whatsoever on TENANT's boat while in or on the premises of the LANDLORD to first provide LANDLORD all evidence of operational licensing and any other documentation required by LANDLORD policies, including but not necessarily limited to, certificate of workman's compensation and liability insurance coverage, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions shall cause the TENANT to remove his/her boat from the premises of the LANDLORD for repairs.
11. Rent for space is due as provided in paragraph 23 of the GENERAL CONDITIONS of this document.
12. TENANT duly authorizes LANDLORD, its Agents, or Employees to move/and or operate TENANT's boat during the making of repairs or for normal marina operations solely at TENANT's risk.
13. Unless otherwise approved by LANDLORD it is understood and agreed that no boat is to be removed from its space unless and until all charges for space rental service and/or materials have been paid in full.
14. TENANT agrees that in the event suit is brought in behalf of the LANDLORD against TENANT to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the TENANT shall pay the LANDLORD's reasonable attorney fees for such suit of collection plus costs, as provided by law.
15. In the event TENANT fails to remove his/her boat and property from the space rented to TENANT at the termination of space rental term as defined on the front side of this agreement, LANDLORD may at it's sole option: (1) charge to TENANT's account rent daily on a prorate basis for each day or portion therefore the space is occupied; (2) avail itself of the remedies provided for in paragraph 16, (3) avail itself of any other remedy available to LANDLORD.
16. If TENANT becomes delinquent in rental payments, TENANT agrees to allow LANDLORD the right to take over the property of the TENANT and to secure the property to the space occupied, or to store the property in any other location deemed appropriate by LANDLORD. Space made vacant by the removal of property of the TENANT may then be rented to another at the sole discretion of the LANDLORD.
17. INSURANCE: TENANT AGREES that he/she will keep his/her boat fully insured with complete marine insurance including hull coverage, indemnity, liability, and any other insurance that may be required by LANDLORD. Such insurance shall meet all minimum requirements established by LANDLORD.
18. Operation of the boat shall be restricted to TENANT's signatory/signatories to this Agreement unless otherwise specified in writing herein.
19. FINANCIAL TERMS AND CONDITIONS FOR DOCKAGE DEPOSITS. (1) At the time the LANDLORD confirms a reservation for regular daily slip rental a deposit equal to one day dockage fee will be collected. In the event that the reservation is cancelled without at least seven (7) days' notice, the deposit becomes non-refundable. (ii) For "Special Events" so designated by the LANDLORD, there will be a five (5) day minimum slip rental policy in effect. Deposits for Special Events will be one hundred (100) percent of the five (5) day minimum dockage. In the event that the reservation is cancelled without at least thirty (30) days' notice the deposit becomes non-refundable.
20. IN CASE OF EMERGENCY as determined by LANDLORD, the TENANT agrees that the LANDLORD, shall retain the right to move TENANT's boat, where possible and practical to a safer area to protect the boat, property or general welfare in the event the TENANT's boat

is unattended. Any costs incurred by LANDLORD shall be billed at current LANDLORD rates. TENANT agrees to indemnify and hold harmless from any and all liability loss or damage caused by or to the subject boat by the LANDLORD. In general, TENANT shall be solely responsible in any and all emergency measures.

21. The TENANT warrants that neither the TENANT nor his/her vessel, nor any guest or occupant of TENANT's vessel, will engage in any activities that are deemed illegal by an applicable municipal, county, state, federal or international law. Further, TENANT warrants that TENANT will comply with all rules, regulations, and documents of the Key West City Marina at Garrison Bight.
22. SEASONAL Tenants maximum stay shall not exceed one hundred-twenty (120) consecutive calendar days (4-months) in a rolling twelve (12) month period. Upon completion of stay SEASONAL Tenants may not return to the City Marina at Garrison Bight for a minimum of two hundred forty-five (245) calendar days (8-months).
23. SEASONAL Tenants shall pay month-to-month for the duration of their stay not to exceed 4 months.

## **CITY MARINA @ 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 damage including but not limited to fire, theft and vandalism to boats in the marina. Each tenant shall be held responsible for damage 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 liveaboard 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 liveaboard lease and those entering a SEASONAL DOCKAGE AGREEMENT may stay up to one hundred-twenty (120) consecutive calendar days (4-months) in a rolling twelve (12) month period
8. Recreational 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 regulations.
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. SEASONAL Tenants shall pay month-to-month as provided in paragraph 23 of the GENERAL CONDITIONS of this document.
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.