



Boot Key Harbor City Marina
 Latitude 24° 42' 33.8" N • Longitude 81° 5' 29.1" W
 800 35th Street, Ocean • Marathon, FL 33050
 Phone: 305.289.8877 • Fax: 305.289.8876
 VHF • CH16
 www.cityofmarathonmarina.com



BOOT KEY HARBOR CITY MARINA USER LICENSE AGREEMENT

USER LICENSE AGREEMENT: This agreement is made and entered into on this date between the City of Marathon d/b/a Boot Key Harbor City Marina, 800 35th Street Ocean, Marathon, Florida 33050 (the "City" or "Marina") and the person whose name and address is shown as Owner's name (the "Licensee") on the Marina User Information Form. **Licensee** agrees to provide written notice of any change in any of the information furnished by the **Licensee** within ten days of such change.

There is no agreement to create a bailment of the vessel. This agreement is merely a license for rental of a mooring ball or dock space by the **Licensee** for a specific vessel at the **Licensee's** sole risk. There is not either temporary or permanent domain, nor control exercised over said vessel by the **Marina**, but said control is to remain with the **Licensee** at all times. The **Marina** shall not be liable for care or protection of the vessel including any gear or equipment at any time. **Licensee** acknowledges that he/she has inspected the mooring ball or dock space and is satisfied that it is safe and suitable for use. **Licensee** further agrees that he/she has examined the **Marina** premises to his/her satisfaction prior to the execution of this license agreement and is satisfied with the physical condition of the premises, and agrees that the premises are in a safe condition and in good repair.

RELEASE OF LIABILITY AND INDEMNITY: **Licensee**, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives, and assigns and each of them, hereby expressly releases and forever discharges the **City of Marathon**, and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "**Marina**") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss (including loss of life), or damages to person or property, including, but not limited to, damages caused by the **Marina's** own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, whether negligent or intentional. **Licensee** shall be liable to the **Marina** for any personal injury, loss of life, or property damage caused by **Licensee** or on behalf of **Licensee** or by **Licensee's** agents, servants, or invitees. **Licensee** agrees that he/she and his/her vessel shall be responsible for any damages caused to any property of the **City** as a result of any collision, impact or otherwise by the **Licensee's** vessel and the **Marina** property. **Licensee** further agrees to defend, indemnify, and hold the **Marina** harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life, and property damage related in any way to **Licensee's** actions or property, regardless of the **Marina's** negligence. This paragraph shall survive the expiration or termination of this agreement.

USER LICENSE AGREEMENT CONDITIONS

As used herein, "Licensee" shall mean the vessel owner, his/her agents, guests, employees, personal representatives, heirs and assigns. "Marina" and "City" shall be used interchangeably, and mean the City of Marathon, Florida d/b/a Boot Key Harbor City Marina, 800 35th Street Ocean, Marathon, Florida, 33050, and all associated uplands, docks, buildings, facilities, mooring fields, or submerged lands owned or leased, or otherwise under the management of Boot Key Harbor City Marina or the City of Marathon Ports Management Department.

"Vessel" is synonymous with "boat" as referenced in Article 7, Section 1(b) of the Florida Constitution and includes every description of watercraft, and barge, and airboat, other than a seaplane, on the water, used or capable of being used, as a means of transport on the water.

1. **COMPLIANCE WITH LAWS:** (a) **Licensee** agrees that his/her use of the **Marina** facilities, and any use by his/her guests or other vessel occupants, will comply with all Federal, State, County and City laws and ordinances; especially pertaining to waterways, vessels, marinas, navigation and boating. (b) Only recreational/pleasure vessels that comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the **Marina**. (c) No commercial vessels shall be allowed to dock or moor at the **Marina**. (d) State and

local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in **Marina** buildings.

2. **PAYMENT OF FEES & LATE PAYMENTS:** (a) Monthly payments are made in advance, and are due at noon on each monthly anniversary of the date of this agreement. If payment is more than ten days past due, the **Marina** shall charge a twenty-percent penalty. If payment is delinquent, the **Licensee** shall be notified by mail at the last address provided to the **Marina**. If total payment is not received within fifteen days of the notice, the **Marina** shall summarily revoke this license, order the removal of the vessel, and terminate this agreement as provided below. (b) If **Licensee** becomes delinquent on payments, **Licensee** agrees to allow the **Marina** the right to take over the property of the **Licensee** and to secure that property to the space occupied, or to store the property in any other location deemed appropriate by the **Marina**. (c) Unless specifically authorized by the **Marina**, the **Licensee** shall not remove a vessel from the **Marina** until all unpaid charges have been paid. (d) Weekly and daily payments are made in advance and are due by noon on the following due date. There is no grace period. (e) Weekly and daily license fees cannot be converted to a monthly rate. (f) There are no refunds for any portion of unused time.
3. **SECURITY DEPOSIT & INSURANCE:** (a) The **Licensee** agrees that a non-interest bearing security deposit equal to one month mooring or dockage fee shall be paid to, and retained by, the **Marina** during the term of the License Agreement as security for the faithful performance by the **Licensee** of all the terms and conditions of the License Agreement and except as provided for in the License Agreement, shall be returned to the **Licensee** at such time as the **Licensee** peacefully vacates the premises in accordance with the terms of the License Agreement. This deposit shall be paid in cash and held in security by the **Marina**, or by secure, electronic retention of credit/debit card information. Whether or not prior notice has been given to the **Licensee** concerning any default on the part of the **Licensee**, the **Marina** may utilize the security deposit for the satisfaction, or partial satisfaction, of: (i) mooring or dockage fees or other charges which have become delinquent or anytime said fees and charges are more than ten days past due; (ii) the cost of repairs required as a result of any damage or loss to **Marina** property, caused by the **Licensee**, the vessel, its crew, or its guests or passengers; including, but not limited to, the damage or loss of magnetic stripe or electronic access or payment cards issued to the **Licensee**; (iii) the cost of removing any personal property left at any facility after the **Licensee** vacates the premises; (iv) the cost of removing any equipment or fixtures installed by the **Licensee** which is not removed by the **Licensee** prior to his/her vacation of the premises, and restoring the facility to its condition prior to the **Licensee's** use of the premises; and (v) any other reason provided for in the License Agreement. After utilization of all, or any portion of the security deposit, the **Marina** may give notice to the **Licensee**, who shall have ten days in which to fully replenish the security deposit. Failure to replenish the security deposit within the time required herein shall cause the License Agreement to automatically terminate. In no event shall the **Marina** be required or obligated to return the security deposit, or any portion thereof, if the **City** institutes legal proceedings to remove the **Licensee**, his or her vessel, or other property from the premises. (b) **Licensee** agrees to keep his/her vessel, other than a dinghy, while docked in the **Marina** canal, insured with marine liability insurance, in the minimum marine liability and hull coverage amount of \$300,000.
4. **SPACE ASSIGNMENT:** (a) Any person wishing to use a mooring or dock space must contact the **Marina** during business hours to apply for and obtain a user License, and receive a space assignment. An application must be made on a form supplied by the **Marina**, and proof of ownership of the vessel is required to obtain a license. The **Marina** reserves the right to issue or deny a license to any person for any reason. (b) **Licensees** with foreign-registered vessels must provide a copy of their valid United States Cruising Permit. (c) Spaces are assigned at the sole discretion of the **Marina**, and assignments may be changed at any time. (d) Available mooring or dock space shall first be offered to customers with a documented ambulatory disability. Space shall then be assigned on a first-come, first-served basis; except for moorings and dock space installed on **City**-owned harbor bottom, which will be offered first to a registered resident of the City of Marathon. (e) Vessels must be physically located within Boot Key Harbor to receive an assignment, and then immediately proceed to occupy the space. (f) Check-out time for moored or docked vessels is noon on the due date. (g) Dinghy Dock privileges for anchored vessels are based on a calendar day. Vessels still occupying the space beyond this time will be charged accordingly.
5. **WET STORAGE & UNATTENDED VESSELS:** (a) The **Marina** shall not be used for wet storage as defined by the City Manager or his designee. The **Marina** reserves the right to terminate this agreement should sufficient evidence indicate that this type of activity is taking place. (b) **Marina** staff must be notified if the vessel is to be left unattended for more than twenty-four hours. (c) Vessels shall not be left unattended for longer than one week without an agent/overseer being properly authorized and registered with the **Marina** to be responsible for the interest of the **Licensee** and his/her vessel; this person must be able to operate the vessel and have full access to all areas. (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. (e) The **Marina** reserves the right to correct any and all

nuisances or emergency conditions, at the **Licensee's** expense, on unattended vessels, after first attempting to rectify the problem by notifying the **Licensee**.

6. **VESSEL PROPULSION & LIGHTING:** (a) Only vessels with their own propulsion system, capable of the use for which it was designed, shall be licensed to use the **Marina** facilities. When designed without machine propulsion, a vessel must be capable of propulsion by sail at all times. (b) All vessels, while occupying a mooring ball or anchored in Boot Key Harbor, shall burn a white anchor light at night consistent with State or Federal vessel lighting requirements. Boot Key Harbor is not exempt from the requirement of an anchor light on vessels while moored or at anchor (refer to 1972 COL-REGS demarcation lines for the Florida Keys).
7. **VESSEL LENGTH & RAFTING:** (a) The maximum length of vessels to be licensed to use the **Marina** facilities is 45 feet, although vessels up to 60 feet may be allowed on certain high-capacity moorings and canal dockage. Measurements shall be from stem to stern as defined by Chapter 327, Florida Statutes, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel. (b) Vessels using the dinghy dock are limited to 12 feet in length, unless approved by the Harbormaster. (c) Rafting of vessels shall be limited to one dinghy or tender (12 feet or less). Additional vessels must be approved by the Harbormaster.
8. **HOLDING TANK & PUMPOUT REQUIREMENTS:** (a) There can be no discharge of human or pet sewage from any vessel using the **Marina** facilities. (b) All vessels using the **Marina** facilities (other than dinghies) must be equipped with a permanently installed toilet and Type III MSD (holding tank). All through-hull sea-cocks connecting Type III (holding tank) systems to the outside hull area are to be sealed (in accordance with City, State and Federal law) in the closed position during the entire time at the **Marina**. Additionally, vessels with liquid waste systems must be equipped with a standard, externally-accessible waste fitting. (c) Holding tanks can be pumped free of charge on an overnight visit, or once per week on a **Marina** pre-designated schedule while registered and licensed at the **Marina**. Additional or off-schedule pump-outs are available for an additional fee and require 1 day advance notification. (d) Vessels must be clear of obstructions (solar panels, kayaks, jugs, etc.) that inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.
9. **VESSEL INSPECTIONS:** All vessels are subject to inspection by **Marina** personnel upon arrival, and at not less than three month intervals thereafter. Inspections will be comprised of: (a) A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational. (b) A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.
10. **ENVIRONMENTAL PROVISIONS:** (a) **Licensees** and their vessels must comply with all City, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, oily bilges or raw sewage will not be discharged into **Marina** waters. (b) Only biodegradable and non-toxic cleansers and soaps may be used on vessels while at the **Marina** and in **City** waters. As required by Florida Department of Environmental Protection (DEP), the use of detergents containing ammonia, sodium hypochlorite, Clorox or chlorinated solvents, petroleum distillates or lye while at the **Marina** is prohibited. (c) No refuse, garbage or solid waste shall be disposed of or thrown overboard into **City** waters. Any discharge of pollutants into **City** waters is prohibited and shall be reported immediately to the Ports Manager, United States Coast Guard and the Florida DEP. (d) The feeding, watering or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing from moored vessels is prohibited. The use of chum or other organic fish attractors in the water is prohibited. (e) Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminants into **City** waters or the air and does not disturb the public peace or tranquility of any person. All sanding and scraping with power tools shall have an appropriate vacuum attachment. Any and all hand-work that produces dust or scrapings shall be immediately accompanied by a vacuum cleaner.
11. **WASTE DISPOSAL & RECYCLING:** (a) Trash receptacles and dumpsters are to be used for normal household type garbage only. Do not put flammable or hazardous material, wood, metal, construction debris or large objects in the receptacles or dumpsters. (b) Recyclable materials must be placed in the appropriate bin, consistent with its labeling. (c) Licensee is responsible for removing from the premises or proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law. (d) Used oil, gasoline, diesel, anti-freeze, filters and batteries may be brought to the **Marina** office for disposal during business hours only. Any unauthorized dumping or drop-offs will be reported to law enforcement.
12. **MAIL & PACKAGES:** As a courtesy to **Licensee**, USPS, UPS and FedEx will deliver to the **Marina**; however, we do not sign for any packages or letters. All mail and packages should be addressed to **Licensee** with a mailing address of 800 35th Street Ocean, Marathon FL 33050-2393, without reference to the Marina, Licensee's boat name or mooring number. Mail or packages delivered to the **Marina** will be placed into designated mail slots wherever possible, or on the

shelf or floor near the mail slots. The **Marina** reserves the right to refuse mail/packages that are too large or numerous to be stored conveniently, in the sole discretion of the **Marina** and without notice to **Licensee**. **If you ship here and require a signature for your package, you MUST be here to meet the delivery driver and sign for your package.** We do NOT sign for anything arriving by freight. Please arrange freight deliveries to be delivered to the gravel parking lot by the north dinghy docks to meet the driver, as there is not sufficient room at the end of the paved lot to receive them. **YOU ARE RESPONSIBLE FOR PICKING UP ALL MAIL AND PACKAGES; STAFF IS NOT RESPONSIBLE FOR ANY "LOST" ITEMS.** Licensee acknowledges that the **Marina** shall not be acting as a bailee and that the delivery of the mail/package shall be at the sole risk of the **Licensee**, and that neither the **Marina** nor the **City** of **Marathon** shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

13. **GENERAL RULES & REGULATIONS:** (a) NO UNATTENDED CHILDREN - all children under the age of 13 must be under the direct supervision of an adult. (b) Swimming, diving, harvesting lobster or fishing is not permitted in the **Marina** canal, or from the **Marina** docks, docked vessels, or **Marina** uplands. (c) Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage, and all other obstructions at all times, and decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance. (d) Motorized vehicles of any sort, except motorized wheelchairs or scooters to assist the ambulatory disabled, are not allowed on the docks. (e) Barbeque grills (propane or other) and/or open fires are not permitted on boats or docks in the **Marina** canal; this is not to include galley stoves. (f) Use of **Marina** electrical outlets for the operation of power tools, battery chargers, welders, etc., is prohibited except by permission from the Harbormaster. (g) **Licensees** shall be considerate of others and keep noise to a minimum. Between the hours of 10:00pm and 7:00am, noise must be kept below 60dBA, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators. (Marathon City Code, Chapter 14 – Article II, Sec. 14-32). Standard portable or “construction” generators are prohibited from operation at any time, except for temporary use approved by the Harbormaster. (h) **Licensee** must notify the **Marina** office, in writing, when visitors are permitted to use their vessel. The **Licensee** is responsible for all of their guests, and shall immediately inform them of, and have them read and understand a copy of the **Marina** User License Agreement. (i) Children under the age of 13 must be under direct adult supervision at all times. (j) All signs of any kind placed on or adjacent to moored vessels will meet the requirements of the **City** code. (k) Continuing infractions of the rules and regulations contained herein as established and adopted by the **City** Council, shall, at the option of the **City**, cancel this license agreement and the **Licensee** shall remove his or her vessel from the premises.
14. **VESSEL MAINTENANCE & CONTRACTORS:** (a) A **Licensee** may work on their own vessel providing such work, in the judgment of the Harbormaster, does not interfere with the rights, privileges, or safety of other persons, **Licensees** or property. **Marina** staff must be informed of all vessel repairs and any maintenance that could impact the **Marina**. (b) No major repairs, refinishing or re-fitting of vessels will be allowed in the **Marina**. (c) **Licensee** is required to notify the **Marina** when he/she expects workmen to be onboard and the nature of work to be performed. The **City** requires any contractor for hire, craftsmen or any other person performing any work whatsoever on **Licensee's** vessel while in or on the premises of the **Marina**, including **City**-owned or leased submerged lands and uplands, to first provide the **Marina** all evidence of occupational licensing, and any other documentation required by **Marina** policies, including, but not limited to, certification of workman's compensation and liability insurance coverage, in order to protect the health, safety, welfare and property of all concerned parties. **HIRING OF ANY UNLICENSED AND/OR UNINSURED CONTRACTORS FOR WORK ON YOUR BOAT LOCATED ON CITY PROPERTY, INCLUDING THE MOORING AND ANCHORAGE FIELDS, IS NOT ALLOWED.** Failure to meet these conditions will require the **Licensee** to remove their vessel from the premises.
15. **DINGHY OPERATION & DOCKAGE:** (a) All dinghies must be registered with the **Marina** office and display a current **Marina** tag. (b) **Licensee** will obey all posted speed limits while operating their dinghy or any other vessel; posted speeds are “Slow Speed – Minimum Wake” within Boot Key Harbor and “Idle Speed – No Wake” within all man-made canals, including the **City Marina** canal. (c) Ambulatory disabled **Licensees** may use the designated “Handicap Accessible” portion of the dinghy dock regardless of vessel type, provided it is no longer than twelve feet; **Licensees** without ambulatory disabilities must yield this space to disabled customers. (d) Dinghies shall be docked only in the areas designated for its specific type. (e) Dinghy painters must be between four feet and six feet long, including locks or cables. (f) Motors must be kept in the down position while at the dinghy dock. (g) Dinghy repairs and maintenance will not be allowed on **Marina** property except for within the project room.
16. **MOORING BALL ATTACHMENT:** (a) Mooring ball pick-up lines are provided for convenience but shall not be attached directly to the vessel itself; **Licensee** must provide attachment lines to secure their vessel to the pick-up line. (b) Attachment lines shall not be affixed to any portion of the mooring system other than the eyelet at the end of the pick-up line. (c) Attachment lines must be in good condition, at least 1/2 inch in diameter and no longer than four feet in length. (d) There shall be no changes, modifications or alterations made to the mooring anchor, hard or soft tackle, or pick-up

line. (e) There shall be no anchoring within the mooring field, or placement of accessory anchors, for any reason. (f) The use of any hard tackle such as shackles, snap hooks, thimbles or chain to attach to the mooring system is prohibited. (g) Any **Licensee** mooring in contravention to these rules, or in neglect of any precaution which may be required by the ordinary practice of seamanship, will be required to move immediately when requested to do so by the **Marina**, and may be subject to the termination of this User agreement.

- 17. PETS:** (a) All pets must be leashed or contained when off the vessel in accordance with Chapter 5 of the **City** code. (b) Loud, disruptive or nuisance pets will not be allowed. (c) Pet waste must be picked-up and properly disposed of in accordance with Chapter 5 of the **City** code. (d) Pets may not be washed or groomed inside any **Marina** building, including the shower or restroom facilities, and any pet washing or grooming on **Marina** uplands must be first approved by the Harbormaster.
- 18. VEHICLE PARKING:** (a) Parking is only available to mooring or dockage **Licensees** and their guests. (b) All vehicles must display a current **Marina** parking sticker or tag, in clear view through the front windshield. (c) Mooring and dockage customers may park a single personal vehicle, registered in their name, at no charge, while fees apply for additional vehicles and guest parking. (d) Trailer parking is not allowed. (e) Recreational Vehicles and truck-mounted campers must fit into a standard parking space and be approved by the Harbormaster. (f) Vehicles must be kept in good running condition at all times and meet all local and state requirements. Vehicle oil and fluid changing is prohibited on **Marina** property. No drain pans, or fluid catchments under vehicles are allowed, and vehicles leaking fluids will be removed from the lot. (g) The area under and around the vehicle is to be kept clear. Items such as wood, car parts, boating equipment, bicycles, etc. cannot be stowed with the vehicle, nor may a vehicle be used primarily as a storage unit and must be maintained in drivable condition. (h) There is to be no sleeping or overnight use of any vehicles, except for emergencies with prior approval of the City Manager or designee.
- 19. BICYCLES:** (a) Each person on the vessel may have one bicycle in good repair stored on Marina property. (b) Bicycles must be stored on the bicycle racks provided by the Marina. Storage of bicycles against parked vehicles is not allowed. (c) Bicycles are not allowed inside Marina buildings or on docks, ramps and gangways, except when walked for purposes of loading or unloading onto a vessel. (d) Bicycle repairs are not allowed on Marina property, except for within the project room. (e) The Marina shall not be responsible for any accident or personal injury while operating vehicles on Marina grounds or while on City owned property. (f) The Marina is not responsible for lost, stolen, damaged or missing vehicles of any kind while stored on Marina grounds or on City owned property. (g) Any bicycles without City Marina issued tags or inoperable condition will be removed from the bicycle racks and disposed of after 30 days.
- 20. STORAGE UNITS:** (a) Storage units are available only to mooring or dockage **Licensees**, and only on a monthly basis. (b) Units are assigned at the sole discretion of the **Marina**, and can be changed at anytime. (c) **Licensee** shall not modify, alter or repair the unit without the consent of the Harbormaster. (d) **Licensees** are responsible for providing their own lock. (e) Storage of all flammables or volatiles as defined by product labels or packaging is strictly prohibited. (f) Storage shall not extend beyond the boundaries of the storage unit. (g) **Licensee** shall not use the storage unit for business purposes. (h) Storage units are accessible from 8:00am until 5:30pm, excluding City declared holidays. (i) **Licensee** hereby appoints the **City** as its attorney-in-fact to advertise for sale the goods located within the storage unit and sell such goods at any time after any fees due have remained unpaid and past due for thirty days.
- 21. PROJECT ROOM:** (a) Workspace in the project room is available to mooring or dockage **Licensees** only. (b) Fees shall be paid in advance and overnight projects must display a current project tag at all times. One day's fee shall be charged for projects left overnight. (c) Projects must be completed within seven consecutive days. (d) **Licensee** may use the project room from 8:00am until 5:30pm, excluding City declared holidays. (e) **Licensee** shall perform all work and keep all materials within the project area. (f) Project area must be kept neat and tidy and swept at the end of each work day. (g) **Licensee** may not leave hazardous materials unattended at any time, and shall not store hazardous or flammable material in the project room overnight. (h) Projects are subject to staff approval. (i) **Licensee** must promptly remove any and all of his/her property upon expiration of the project tag. Any property left after expiration of the project tag will be considered by the **Marina** as lost or abandoned, and the **Marina** will be authorized to dispose of such property without further notice.
- 22. ACCIDENTS & EMERGENCIES:** (a) The **Marina** maintains the ability to move any vessel from one location to another during emergencies such as fire, sinking, or an operation where room is required to discharge management over the **Marina**. (b) All collisions, accidents and casualties, including sinking are to be reported to a law enforcement agency having jurisdiction within twenty-four hours of the incident, per 327.30, Florida Statutes. (c) Any sunken vessel must be removed within ten working days after appropriate notice to the owner is given for removal. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by the **City** at the owner's expense.

- 23. STORMS & HURRICANES:** (a) **Marina** moorings are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage, and an array of stress factors. During major storms or hurricanes, the **City** cannot assure that the moorings will hold in high wind conditions beyond the tested limit of mooring strength as calculated by the engineer of record, and tests conducted by the installer. Therefore, the **Licensee** must assume all liability from failure of the mooring during storm conditions. (b) Engineering specifications for **Marina** mooring systems are calculated for traditional vessel hull and cabin types; therefore non-traditional or other unique vessel types, such as houseboats, shall not be allowed at the **Marina**. (c) The **Marina** canal, docks and seawall are not safe locations for vessels during tropical storms or hurricanes, and the **City** believes significant damage to vessels and to the **Marina** will likely occur in a major storm if a vessel remains at the **Marina** docks or seawall. **Licensee** agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane. All vessels on the seawall and floating docks will be relocated to the mooring field section of the **Marina**, at no additional charge, prior to the issuance of a watch for a named storm event. (d) Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment. (e) All **Licensees** are required to sign and agree to the Hurricane Policy forms provided by the **Marina** on their first payment between the dates of June 1st and November 30th. All **Licensees** must sign the form each new hurricane season, including year-round **Marina** residents.
- 24. ACCESSIBILITY:** Boot Key Harbor **City Marina** staff strives to ensure that all of our guests are able to enjoy the use of our facilities. Where feasible, modifications have been made to physical access-barriers inherent in our pre-1992 structures. Equivalent facilitation will be provided to address other barriers and allow for equal access to all of our services. **Marina** staff members are always available to assist our customers with disabilities.

ADDITIONAL LEGAL PROVISIONS

- 25. TERMINATION OF AGREEMENT/BREACH/REMEDIES:** (a) Either party may terminate this agreement with or without cause upon ten days prior written notice. Expiration or termination of this agreement shall constitute termination of all other agreements between the **Licensee** and the **City** pertaining to the use of facilities at the **Marina**. (b) Upon termination of this agreement, **Licensee** shall at once vacate the assigned mooring or docking space and the **Marina**, and remove his/her vessels, personal property, vehicles, etc. from the **Marina**. Should the **Licensee** fail to vacate the premises and remove his/her vessels or other property upon termination, **Licensee** agrees that the **City** may, at its sole option, remove the vessel or property and place it in storage. **Licensee** agrees to pay all charges for towing, removal and storage. In addition, the **City** may utilize any and all remedies provided by law, and as provided herein, to remove the **Licensee** and/or the vessels and property from the premises. (c) **Licensee** agrees that the mooring or dockage provided by the **City** is a “necessary” within the meaning of the Federal Maritime Lien Act, and that the **City**, in addition to relying upon the credit of the **Licensee**, shall retain a maritime lien against the vessel, its appurtenances and contents, for all unpaid dockage fees, delinquency charges, and for any damage caused to any dock, piling, or any other property of the **City**. For undocumented vessels, pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of six months, the **City** is authorized to sell the **Licensee**’s vessel at a non-judicial sale.
- 26. NO WARRANTIES:** **Licensee** fully understands and agrees that the **City** does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the **Marina** to be safe for docking, berthing, or mooring vessels, or for accepting and discharging passengers, and assumes no responsibility; nor does the **City** warrant or guarantee the continuity of electrical or water service where provided, nor does it accept any responsibility or liability for any damage caused by the use of the electrical or water service.
- 27. NO ASSIGNMENTS OR SUB-LICENSES:** **Licensee** shall not assign, sub-license, transfer, mortgage, or otherwise dispose or otherwise encumber the license or any rights granted herein.
- 28. ENFORCEMENT COSTS & ATTORNEY’S FEES:** **Licensee** shall pay and discharge all costs, expenses, and attorney’s fees, which may be incurred by the **City** in enforcing the covenants of the License agreement, including but not limited to collecting any sums due under this agreement, enforcing the termination provisions, and any maritime or other liens.
- 29. REMEDIES CUMULATIVE:** The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by Local, State or Federal law.
- 30. JOINT & SEVERAL OBLIGATION:** In the event that the License is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by **Licensee** under the License agreement shall be the joint and several obligation of each such individual or other legal entity.

- 31. DAMAGE OR DESTRUCTION TO PREMISES:** In the event the premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water, or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, Acts of God, or other causes beyond the control of the **City**, then the License shall terminate and the **Licensee** waives any claim against the **City** for damages by reason of such termination. The **City** shall not be obligated to repair or rebuild the premises, but may elect in its sole discretion to do so.
- 32. SUBORDINATION TO GOVERNMENT AGREEMENTS:** **Licensee** acknowledges and agrees that the License agreement is subject to and subordinate to any existing or future agreements of any kind between the **City** and any other public agency of the United States Government, State of Florida or any County authority, or any official, board, commission, or other body politic of the State or Federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of Boot Key Harbor, municipal **Marina** facilities, mooring fields and basins, and their adjoining seawalls and dock areas. The **City** reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways, at any time regardless of the views of the **Licensee** and without interference or hindrance by the **Licensee**.
- 33. GOVERNING LAW AND VENUE:** This license agreement for use of the facilities at Boot Key Harbor City Marina shall be deemed to have been made, and shall be construed, in accordance with the laws of the State of Florida and, where applicable, the laws of the United States of America. The sole venue for an action on this agreement shall be the appropriate court located in Monroe County, Florida.
- 34. INTEGRATION CLAUSE:** All written agreements for use of the facilities at Boot Key Harbor City Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understandings, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parole.
- 35. SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of this license agreement shall not render the other provisions unenforceable, invalid or illegal.