



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.marathonflorida.org



BOOT KEY HARBOR CITY MARINA – HURRICANE POLICY

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. 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.

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.** Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.

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.

A limited number of monthly customers may store their dinghies within the building. Vessels will be taken on a first come, first serve basis, and are limited to space available and the time and effort practical to store any such vessels.

All vessels, equipment, gear, automobiles, vans, campers, motorcycles, bicycles, or any other type of transportation and any other item left at the marina property in any way, shape, or form is done so at the owner's risk. It is understood that the City and any or all of their agents, representatives, or employees cannot assume any physical or financial responsibility for any of the above mentioned items left on or near Marina grounds.

Storage of dinghies will commence **60 hours** prior to storm landfall as forecasted by the National Weather Service. The **Marina officially closes 48 hours prior to landfall**, and the building will be locked and **access will be denied** at that time. Post storm, the Ports Director will determine when the property can be opened safely. Stored dinghies and other property must be removed within 48 hours of Marina re-opening after a storm event.

All storage will be accomplished by the owner of dinghies and without the assistance or use of Marina personnel or equipment.

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 **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 **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** further agrees to defend, indemnify, and hold **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 **Marina's** negligence. This paragraph shall survive the expiration or termination of this agreement.

I have read, understand and agree to the policies and procedures above as attested by my signature.

Signature of Licensee

Date



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**HURRICANE POLICY
 For Absentee Vessel Owners**

Wet storage of vessels is prohibited in the Boot Key Harbor City Marina mooring field. However, if an absentee vessel owner determines it to be the safest option, temporary placement of vessels on City moorings will be allowed during a tropical storm or hurricane event. This provision applies only to absentee owners with vessels docked within the Marathon city limits. Moorings are assigned on a first-come, first-served basis. There are no reservations, and availability is not guaranteed. Owners may authorize their agent to arrange temporary placement with the City if all of the following terms and conditions are met:

- Vessel must be currently docked within the Marathon city limits.
- In addition to this form, vessel owner must sign the Marina User Information Form and the Marina Hurricane policy. All documents must be notarized, and vessels must meet all of the criteria indicated therein.
- Moorings are restricted to vessels 45' or less. Vessels up to 60' will be allowed on certain high-capacity moorings if available. No houseboats or non-traditional vessel types will be allowed.
- Owner must provide proof of general liability insurance coverage of at least \$300,000.
- Temporary placement will be for a period of no less, and no more, than one calendar week. All fees are due at the time of mooring assignment. Vessels must vacate the mooring immediately upon expiration of the license agreement.

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 "City") 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 City'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 City 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 further agrees to defend, indemnify, and hold City 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 City's negligence. This paragraph shall survive the expiration or termination of this agreement.

I have read and understand all facets of the paragraphs above as attested by my signature.

Signature of Agent	Print Name	Phone	Date
Signature of Owner	Print Name	Phone	Date