

City of Marathon Marina

800 35th Street Ocean
Marathon, Florida 33050
305-289-8877

MOORING LICENSE

This Mooring License ("License") is issued into this _____ day of _____, 200____, by the City of Marathon, Marina ("The City") whose address is 800 35th St (Ocean), Marathon, FL 33050, to ("Licensee"), upon the express conditions set forth herein. By signing this License, Licensee agrees to comply with all provisions, terms, and conditions set forth in this license.

This license is for the following time frames (check appropriate space):

Daily _____ Weekly _____ Monthly _____

This license expires on _____, unless terminated earlier in writing by either party. The Licensee agrees to pay the City for mooring space, at the City of Marathon mooring field with a mooring fee for:

Buoy #:				Boat Name:		
Overall Length:	Beam:	Draft:		Power	Sail	
Vessel Type				Builder	Year	
Doc./Reg./#				Insurance & Exp. Date		
Owner's Name:						
Notice & Billing Address:				Emergency Contact Name:		
				Emergency Phone #:		
Owner's Date of Birth:						

LICENSEE agrees to provide written notice of any change in any of the information furnished by Licensee within ten (10) days of such change and to notify the Marina 10 days in advance of his intent to depart the mooring field.

If the License is for one month or less, the mooring fee shall be paid in full upon issuance of the license. If the License is for a term in excess of one month, the first month's mooring fee shall be paid in full upon issuance of the license. When leaving earlier than this License term, a refund, if any, will be based on the weekly or daily rate, as applicable.

On monthly Licenses, payments are made one month in advance and are due on the first (1st) day of each calendar month, and if payment is not received by the tenth (10th) day of the month, The City shall charge a ten percent (10%) penalty. If the mooring fee is delinquent, Licensee shall be notified by mail at the last address provided to The City. If total payment is not received within fifteen (15) days from the date of the notice, The City shall have the right to summarily revoke this License and to order removal of the vessel, and this agreement shall terminate as provided below.

Licensee's Initials _____

8-14-02

Mooring fees are due and payable at the City of Marathon Marina, 800 35th St. (Ocean), Marathon, Florida 33050. Monthly Licenses are automatically renewed for successive one month periods upon payment of the monthly fee and Licensee remains bound by all terms of this License. Increases in mooring fees shall be at the discretion of The City.

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

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

It is expressly agreed that the City shall not be liable for loss or damage to any property left or stored by Licensee or any other person in or upon the vessel or boat on City property or bay bottom and Licensee expressly waives any and all claims for such loss or damage against the City and agrees to hold the City harmless from and against any such claims.

The Licensee, for themselves, their assigns', successor's and interests, legal representatives, their estate, as the case may be, hereby release and agrees to indemnify and hold harmless the City, their assigns', successor's and interests, legal representatives for any liability for personal injury, loss of life and/or property damage of any kind whatsoever.

Definition of vessel as used throughout this license document:

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

Mooring License Conditions

The undersigned, expressly agrees to abide by all of the following:

1. Any person wishing to use a mooring for his or her vessel in Boot Key Harbor must contact the City of Marathon Marina to obtain a mooring License. Vessels must apply for and obtain a License during business hours of the Marina in order to use a mooring. An application must be made on a form supplied by the City of Marathon Marina. Proof of ownership is required in order to obtain a License. Proof of ownership includes state registered title to the vessel or other documentation as applicable.
2. When a mooring becomes available, it shall be offered first to a registered vessel whose address is the City of Marathon or a long term marina customer. Any person offered space shall have twenty-four (24) hours from receipt of the offer in which to accept the mooring space. Any mooring which become available and which can accommodate the vessel, considering

Licensee's Initials_____

the length, width and draft of the vessel, shall be considered "suitable" space for that particular vessel.

3. The maximum length of vessels to be Licensed in the mooring field shall be 40 ft. measured from stem to stern as defined by Section 327, Florida Statutes.
4. Only vessels in seaworthy condition (defined as a vessel that complies with all applicable federal, state and local agency regulations concerning equipment, operation, registration and safety) will be allowed to moor.
5. Moored vessels are subject to inspection by the Marina upon registration and as scheduled below. Inspections will include:

a) A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of The City Ordinances, and all Federal, state, and local laws and regulations.

b) 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.

Inspections may be conducted:

During Registration inspection upon entry and at not less than 3month intervals.

6. 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.
7. Only vessels used for recreational purposes will be allowed to moor. No commercial vessels shall be allowed in the mooring field except those that are considered to be "passing through".
8. There can be no discharge of human or pet sewage from any vessel using a mooring while in the mooring field. All through-hull sea-cocks connecting Type III (Holding Tank) systems to the outside hull area are to be sealed (by placing a seal provided by the City on the sea-cock, no tie wraps chains, locks, etc. are acceptable) in the closed position during the entire time while on the mooring. Holding tanks can be pumped free of charge on an overnight visit, once weekly, or four times per month while registered and licensed on a mooring. All additional pump outs shall be subject to current fees.
9. No major repairs, refinishing, or re-fitting of vessels will be allowed on the moorings. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminates into the Harbor 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 power tool. Any and all hand-work that produces dust or scrapings shall be immediately accompanied by a vacuum cleaner.
10. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while moored in the Harbor. As required by Florida Department of Environmental Protection the use of

detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye within the mooring field is prohibited.

11. No refuse, garbage, or solid waste of any kind shall be disposed of or thrown overboard into the Harbor waters. Any discharges of pollutants into the Harbor waters is prohibited and shall be reported immediately to the harbormaster and the US Coast Guard.
12. 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.
13. The captain and crew on a moored vessel shall be considerate of others and keep noise to a minimum. Loud or boisterous talk is to be subdued, pet noise shall be controlled, halyards and running rigging must be properly secured in a noise-free manner, and the use of power tools and outside generators are not allowed between the hours of 10:00 p.m. and 7:00 a.m. daily.
14. Rafting of vessels shall be limited to one dinghy (up to 12') and one recreational vessel (up to 16') in addition to the main vessel. All vessels on the mooring shall have current registration in the name of the Mooring Lessee.
15. There shall be no changes, modifications, or alterations made to the mooring anchor, hard or soft tackle, and pick up line (pendant) of the mooring.
16. There is to be no sub-leasing or charging by the principal Licensee of a mooring for any services connected with the mooring or the mooring itself.
17. Vessels shall not be left unattended for longer than one (1) week without an agent/overseer being properly authorized and registered with the Marina to be responsible for the interest of the captain or vessel owner.
18. The Marina maintains the ability to move any vessel from one mooring to another or out of the mooring field during emergencies such as fire, sinking, or an operation where room is required to discharge management responsibility over the mooring field. The mooring field shall not be used for wet storage as defined by the City Manager or his designee.
19. Only vessels with their own propulsion system, capable of the use for which it was designed shall be licensed in the mooring field. Absent machinery propulsion or when designed without it, a vessel must be capable of propulsion by sail at all times while moored.
20. All vessels while using the moorings, 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.
21. There is to be no anchoring within the mooring field or the placement of accessory anchors to the mooring for any reason.
22. Mooring buoy pick-up lines (pendants) are for convenience and shall not be attached directly to the vessel.

23. Vessels shall have at least 10 feet of line between the mooring ball and the vessel. The line should be wrapped several times around the buoy float loop to eliminate chaffing and prevent a "see-saw" action on the loop. Vessel owners are responsible for maintaining attachment lines in good condition and tangle free.
24. In large storms, back-up lines to the primary mooring line, with slack in them should go to the buoy shackle just below the mooring buoy for secondary security. The use of any hard tackle such as shackles, snap hooks, thimbles, chain, on the mooring is prohibited.
25. All signs of any kind placed on or adjacent to moored vessels will meet the requirements of Chapter 9.5 of the City Code.
26. All collisions, accidents and casualties, including sinking, are to be reported to the Marina within 24 hours of the incident, per 327.30, Florida Statutes.
27. Any sunken vessel must be removed within 10 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.
28. During major storms and hurricanes the moorings are not rated for wind speed or hurricane categories and because of the variety of vessel weights, windage, and an array of stress factors, the Marina cannot assure that the mooring 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.
29. Monthly Lessees are required to provide a hurricane plan to the Marina with their first payment between the dates of June 1 through Nov. 30. Plans must be updated on the same schedule for those Lessees that remain on a mooring annually.
30. The Marina Mooring Field is not intended to provide a source of wet storage for out of town boaters. The Marina reserves the right to terminate this agreement should sufficient evidence indicate that this type of activity is taking place.
31. Licensee's responsibilities in the event of a tropical storm or hurricane. The marina facilities are not safe locations for vessels during tropical storms or hurricanes, and the City believes significant damage to vessels and to the marinas will likely occur in a major storm if a vessel remains at the marina. Licensee agrees that it is his sole responsibility to be aware of the threat or approach of a tropical storm or hurricane. In the event of an impending tropical storm or the issuance of a hurricane watch or warning, the Licensee may choose to leave his vessel at the marina mooring provided for under this license agreement. Licensee agrees, however, to follow all reasonable directions of the Marina Manager or his designee as to the kind of cleats, ropes, fenders and other measures that must be used on vessels as a condition of use of the marina as provided under section 327.59, Florida Statutes. Licensee specifically and knowingly assumes the risk and agrees to be solely liable and responsible for any damages caused to Licensee's vessel to the marina slips, docks, and piers, to other vessels, and to any

other property damaged by the Licensee's vessel, or a result of the vessel's presence, including any damages caused by, or as a result of, actions taken by the City to protect the marina during a tropical storm or hurricane. Licensee further agrees not to demand from, nor to sue, the City for any damages whatsoever as a result of any vessel being allowed to moor at the marina, including the Licensee's vessel during such storms.

32. 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 Marina, and may be subject to termination of the mooring License.
33. **TERMINATION OF AGREEMENT/BREACH/REMEDIES:** Either party may terminate this agreement with or without cause upon 15 day's prior written notice. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the Marina pertaining to the use of facilities at the City-owned Marina.

Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking facility and the Marina (the "Premises") and remove the vessel(s) and all of the Licensee's other property from the Premises. Should the Licensee fail to vacate the Premises and remove his or her vessel upon termination, Licensee agrees that the City may, at its sole option, remove the vessel 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 vessel(s) from the Premises.

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(s) at a nonjudicial sale.

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.

34. **LICENSEE'S DUTY TO NOTIFY CITY OF VESSEL'S ABSENCE/CITY'S RIGHT TO RE-LICENSE UNOCCUPIED SLIPS:** The Licensee hereby agrees that if the Vessel is to be absent from the Premises for a period of seventy-two (72) hours or more, the Licensee shall notify the Dockmaster's office in advance of the dates of departure and return and shall confirm the return date forty-eight (48) hours prior to return. The Licensee acknowledges the City's right, as part of the consideration to the City under the License Agreement, to re-license said slip on a temporary basis (to transient vessels) for compensation when the Vessel is to be absent for seventy-two (72) hours or more. Licensee further recognizes that it has no right to any set-off or credit for the dockage fees due the City under the License Agreement when the Licensee's slip or mooring is temporarily re-licensed to transient vessels during the absence of the Vessel as provided for herein.

35. **SECURITY DEPOSIT:** The Licensee agrees that on monthly dockage (not transient or seasonal) a non-interest bearing security deposit equal to one (1) month dockage fee shall be paid to, and retained by, the City 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. Whether or not prior notice has been given to the Licensee concerning any default on the part of the Licensee, the City may utilize the security deposit for the satisfaction, or partial satisfaction, of: (a) dockage or mooring fees or other charges which have become delinquent at anytime said fees and charges more than fifteen (15) days past due; (b) the cost of repairs required as a result of any damage or loss to City property caused by the Licensee, the vessel, its crew, or its guests or passengers; (c) the cost of removing any personal property left any facility after Licensee vacates the Premises; (d) the cost of removing any equipment or fixtures installed by the Licensee which is not removed by the Licensee prior to his vacation of the Premises, and restoring the facility to its condition prior to the Licensee's use the Premises; and (e) any other reason provided for in the License Agreement. After utilization of all, or any portion of the security deposit, the City may give notice to the Licensee, who shall have ten (10) 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 City 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.
36. **PROHIBITING REMOVAL OF VESSELS WITH UNPAID CHARGES:** Unless specifically authorized by the City, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.
37. **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 facilities or mooring facilities to be safe for docking, berthing or mooring vessels, or for accepting and discharging passengers, and assumes no responsibility as a wharfinger.
38. **COMPLIANCE WITH LAWS:** Licensee agrees that in its use of the Premises, it shall comply with all Federal and State laws and County and City Ordinances pertaining to Waterways, Marinas, Vessels and Boating.
39. **FAILURE OF UTILITIES:** Although water and electric are provided at no cost to some slips at City marina facilities, Licensee acknowledges that it has no vested rights under the License Agreement or the future or continued provision of water and electric utility services. Consequently, the parties agree that the City will in no event be liable for any interruption, termination or failure of utility services on the Premises.
40. **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.

41. **ENFORCEMENT COSTS/ATTORNEYS 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.
42. **REMEDIES CUMULATIVE:** The remedies herein created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use any other remedy.
43. **JOINT AND 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.
44. **EXAMINATION OF PREMISES:** Licensee agrees that it has examined and inspected the Premises to its satisfaction) prior to the execution of the License Agreement and is satisfied with the physical condition of the Premises, and further agrees that the Premises are in a safe condition and in good repair.
45. **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.
46. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements or any kind between the City and any other public agency of the United States Government, state, 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, marina mooring fields and basins, their adjoining seawalls and dock areas, the City reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock area, the roadways and connected walkways, at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.
47. **GOVERNING LAW:** A License Agreement for use of the facilities at the City Marina shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Florida and, where applicable, the laws of the United States.
48. **VENUE:** The sole venue for an action on this Agreement shall be the appropriate court located in Monroe County, Florida.

49. **INTEGRATION CLAUSE:** All written agreements for use of the facilities at the 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.
50. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of the License Agreement shall not render the other provisions unenforceable, invalid or illegal.
51. A Licensee who terminates this Agreement as provided herein, or in the Rules and Regulations of the Marina, may request a refund on a pro-rata basis of any pre-paid charges, provided the Licensee owes no other outstanding charges to the Marina.

Signature _____

Print Name: _____

Date: _____