

RESOLUTION NO. 02-05-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, APPROVING RULES AND REGULATIONS FOR THE MANAGEMENT AND USE OF THE CITY OWNED FLORIDA KEYS MARINA, DESIGNATED ANCHORAGE AREAS AND MOORING FIELDS; AUTHORIZING THE APPROPRIATE OFFICIALS TO FINALIZE THE RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 8<sup>th</sup> day of January, 2002, the City of Marathon (the "City") adopted Ordinance 02-01-08 relating to the City's near shore waters to address water quality degradation, protect the quality of life and safety of the live aboard community, and eliminate the public nuisances and navigation hazards created by abandoned and derelict vessels (the "Ordinance"); and

WHEREAS, the Ordinance authorizes the City to adopt by resolution, fees, rules and regulations for the management and use of designated anchorage areas and mooring fields in City waters.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:


Section 1.     Recitals. The above recitals are true, correct, and incorporated herein by this reference.

Section 2.     Rules and Regulations. The rules and regulations for the management and use of the City marina, designated anchorage areas and mooring fields, in substantially the form and substance as the attached Exhibit "A" is approved.

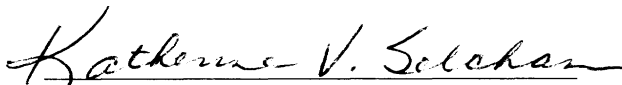
**Section 3. Finalization.** The City Attorney is authorized to finalize the rules and regulations as directed by the City Council.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22<sup>nd</sup> day of May 2002.

  
\_\_\_\_\_  
JOHN BARTUS, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY

*FINAL VOTE AT ADOPTION*

<i>Mayor John Bartus</i>	<u>      N      </u>
<i>Vice Mayor Randy Mearns</i>	<u>      N      </u>
<i>Councilman Frank Greenman</i>	<u>      Y      </u>
<i>Councilman John Repetto</i>	<u>      Y      </u>
<i>Councilman Peter Worthington</i>	<u>      -      </u>

# City of Marathon Marina

800 35<sup>th</sup> Street (Ocean)  
Marathon, Florida 33050  
305-289-8877

## DINGHY DOCKAGE RULES AND REGULATIONS

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1. There is no agreement to create a bailment of the vessel. This agreement is merely a license for rental of a docking space by dinghy/vessel owner for a specific dinghy at owner's sole risk. There is neither temporary nor permanent domain or control exercised over said dinghy by the Marina, but said control is to remain with the dinghy owner at all times. The Marina shall not be liable for care or protection of the dinghy including any gear or equipment at any time. Expiration or termination of the mooring or dockage agreement between the Licensee and the City Marina shall also constitute termination of this agreement.
2. The Licensee agrees to release, indemnify, and hold harmless Licensor, its successors and assigns from all claims, including but not limited to, for any loss, damage, injury, or liability arising from fire, theft, vandalism, water damage, collision, improper mooring, or any other cause sustained by Licensee of their property in the use of Licensor's facilities, whether imposed by reason of any act or omission on the part of the Licensee or whether the same be caused by the negligence of the Licensor, its officers, agents, employees, or otherwise. Licensee shall indemnify, defend, and save harmless Licensor from and against all liability that may be sustained or occasioned by use of the Marina, including attorney fees and expenses of litigation.
3. Dinghy operation must be reduced to **IDLE SPEED ONLY** within the Marina Basin. **Motors must be kept in down position at dinghy dock.** Dinghy repairs and maintenance will not be allowed on Marina property except within the designated workshop.
4. Swimming, diving, or fishing is not permitted from docks of dinghy/vessels.
5. Trash receptacle at the end of the dinghy dock is to be used for normal household type garbage only. Do not put flammable or hazardous material, bait, or large objects in receptacle. Please recycle. Please use tied plastic bags to secure garbage.
6. Licensee is responsible for removing from the premises or proper disposition of all batteries, propane tanks, flammables, and hazardous materials as required by law. Used oil may be brought to the marina office during normal business hours. Vessels must comply with all health and pollution standard of the State of Florida and the United States. **OIL, SPIRITS, FLAMMABLES, OILY BILGES, OR RAW SEWAGE WILL NOT BE DISCHARGED INTO MARINA WATERS.**
7. All pets must be leashed or contained when off the vessel in accordance with Chapter 3 of the City Code. Loud, disruptive, or nuisance pets will not be allowed. Pets must be walked in the designated area (N.E. corner of property) and all waste must be picked up and placed in the receptacle for this purpose.
8. Rents are due and payable on the 1<sup>st</sup> of the month in full, late payment without prior permission will be charged at late of 10%. Dockage runs from 8 a.m. to 8 p.m. the next day.

# City of Marathon Marina

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## DINGHY DOCKAGE RULES AND REGULATIONS

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9. The Marina and Marina property is a City owned facility. State & local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.
10. Dinghy size is restricted to **12'** and under. Rents are due and payable on the 1<sup>st</sup> of the month in full, late payments without prior permission will be charged a late of **10%**. Dockage runs from 8 am to 8 am the next day.
11. The Marina and Marina property is a City owned facility. State & local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.
12. Dinghy size is restricted to **12'** and under.
13. All dinghys are required to be property titled and registered in accordance with State law. Title & registration shall be in the name of the dinghy dockage customer (proof required)
14. Dinghy customers are required to use a minimum **10'** painter when securing to dinghy docks or as approved by Marina.
13. This agreement is subject to the Marina Policies and Regulations, which are incorporated herein by reference. A copy of the Rules and Regulations is available at the Marina office.

AS USED HEREIN, LICENSEE SHALL MEAN THE DINGHY/VESSEL, OWNER OF THE BOAT, HIS/HER AGENTS, GUESTS, EMPLOYEES, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS. LICENSOR SHALL MEAN THE CITY OF MARATHON.

Name \_\_\_\_\_ Vessel Name \_\_\_\_\_  
Last First

Address (Forwarding) \_\_\_\_\_ Reg. or DO# \_\_\_\_\_ Dinghy \_\_\_\_\_  
\_\_\_\_\_ Additional Persons \_\_\_\_\_

Dinghy Description \_\_\_\_\_ # assigned \_\_\_\_\_

Vehicle Description \_\_\_\_\_ # assigned \_\_\_\_\_

Vehicle Tag# \_\_\_\_\_ ADD SERVICES \_\_\_\_\_

Bicycle \_\_\_\_\_ Pet \_\_\_\_\_ Pet vaccination certification \_\_\_\_\_

I have received a copy of the Marina Policies and Regulations and agree to abide by them.

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# City of Marathon Marina

800 35<sup>th</sup> Street (Ocean)  
Marathon, Florida 33050  
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## DINGHY DOCKAGE RULES AND REGULATIONS

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Licensee or Authorized Signature

bate

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Licenser or Authorized Signature

Date

Week \_\_\_\_\_ Month \_\_\_\_\_ PAID THRU \_\_\_\_\_

Last Name \_\_\_\_\_

# City of Marathon Marina

800 35<sup>th</sup> Street Ocean  
Marathon, Florida 33050  
305-289-8877

**DRAFT**

## PARKING POLICY

1. *Parking and trailer storage is available to active City Marina & Mooring Field customers only. This is a license agreement and shall not be construed as a lease or bailment. Expiration or termination of the mooring or dockage agreement between the customer and the City Marina shall also constitute termination of this agreement.*
2. Vehicles must display a license plate with current & appropriate registration, and be in the name of the Marina licensee.
3. All vehicles shall be kept in good running condition at all times and meet all local and state requirements. No changing of fluids or heavy maintenance is allowed.
4. The area under and around the vehicle is to be kept clear. Items such as wood, car parts, and boating equipment, etc., cannot be stowed with the vehicle, nor may vehicles be used primarily as a storage unit and must be maintained in a drivable condition.
5. All vehicles shall display a current marina registration tag in clear view through the front windshield.
6. All vehicles shall be assigned a parking space and are required to park within their assigned space only.
7. Vehicles leaking fluids will be removed from the lot. No drain pans or fluid catchments under vehicles are permitted.
8. Storage of bicycles against parked vehicles is not allowed; bike racks are provided and must be used.
9. The display of "For Sale" or commercial soliciting signs on vehicles is prohibited.
10. Care should be taken not to disturb landscaping plants adjacent to the parking lot.
11. There is to be no sleeping or overnight use of any vehicles, except for emergencies with prior approval of the City Manager or designee.
12. Trailer storage is available in designated area only for an additional fee. Trailers must be properly registered and license plates displayed.
13. Oversized vehicle parking available in designated location for additional fee.
14. Additional vehicles are to be paid for one month in advance and are due on the 1<sup>st</sup> of each month. If payment is not received by the tenth (10<sup>th</sup>) day of the month the City shall charge a 10% penalty.

Marina Vehicle Tag#: \_\_\_\_\_ Dinghy Tag#: \_\_\_\_\_

Daily: \_\_\_\_\_

Weekly: \_\_\_\_\_

Monthly: \_\_\_\_\_

Visitor: \_\_\_\_\_

Owner's Name (Print) \_\_\_\_\_

bate

Owner's Signature \_\_\_\_\_

Vehicle make/color/year/License Tag#

# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

1. The Rules of the Road and Navigation Laws of the United States apply to all vessels In, approaching, or leaving the marina.
2. Only pleasure vessels maintained in a seaworthy condition (defined as a vessel that complies with all applicable federal, state or local government agency regulations concerning equipment, operation, registration and safety) shall be allowed.
3. dock space is reserved for Transient use only. (a stay of 6 months or less)
4. The Marina reserves the right to issue a license or refuse to issue a license to any person for any reason and reserves the right to assign dock space. All efforts consistent with good business practices and the desire of the Licensee will be considered in assigning dock space.
5. An infraction of the rules and regulations contained herein or established and adopted by the Marina, and/or as posted in the office of the Marina shall, at the option of the Marina, cancel this license agreement and the Licensee shall remove his or her vessel from the premises.
6. Insurance: Licensee agrees to keep his or her vessel insured with marine liability Insurance, and any other Insurance that may be required by the Marina.
7. 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 in the marina slip 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 berth at the marina, including the Licensee's vessel during such storms.
8. Noise must be kept to a minimum at all times to not disturb other Licensees, especially after 10 p.m. weekdays and midnight on weekends. Licensees and visitors must use discretion in the operation of engines and other power equipment so as not to constitute a nuisance or disturbance.
9. On weekly and monthly dockage, there are no refunds if you leave early. The monthly rate is for a minimum of 1 month and automatically renewable unless the Marina office is notified one (1) week in advance. Payment is due on the first of each month and a penalty will be assessed after 10 days.

Licensee's Initial\_\_\_\_\_

# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

10. Docks and premises are to be kept free and clear of gear, tackle, hoses, bikes, equipment, laundry, garbage, and all other obstructions at all times. Motor vehicles of any sort are NOT allowed on the docks.
11. Decks of all vessels shall be kept free and clear of debris or unsightly materials at all times and present a neat appearance.
12. Licensee must notify the Marina office, in writing, when visitors are permitted to use their vessel. The Licensee/vessel owner is responsible for all of their guests; and shall immediately inform them of and have them read and understand a copy of the Marina's Rules and Regulations.
13. If a vessel will be unattended for more than twenty-four (24) hours, the Marina office must be notified and the vessel must be secured for possible severe weather. An emergency number and local agent assigned responsibility must be left with the Marina office in the event an evacuation is necessary for the purposes of contacting someone to move the vessel.
14. BBQ grills (propane or other), and/or open fires are not permitted on boats or docs at the Marina. Swimming, recreational diving, lobstering, or fishing is not permitted from docks or vessels in the Marina.
15. Trash receptacle at end of dinghy dock is to be used for normal household type garbage only. Do not put flammable material, bait, or large objects in receptacle. Please use the dumpster. Please remember to recycle, cans, glass and plastic. Recycle containers are placed by the dumpster.
16. Licensee 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. Licensee is responsible for removing from the premises and disposition of all batteries, propane tanks, flammables, and hazardous materials as required by law. Batteries and used oil may be brought to the marina office during regular business hours. Vessels must comply with all health and pollution standards of The State of Florida and the United States. Holding tanks and or head overboard discharges must be locked shut. RAW SEWAGE, OIL, SPIRITS, FLAMMABLES, OR OILY BILGES WILL NOT BE DISCHARGED INTO MARINA WATERS. The Marina reserves the right to dissolve this agreement immediately and seek removal of vessel by means of contacting the owner or if the owner is unavailable by any other means necessary within the jurisdiction of local ordinances and state laws.
17. The Marina reserves the right to correct any and all nuisances or emergency conditions, at owner's expense on unattended boats, after first trying to rectify the problem through the owner.
18. All pets must be leashed or contained when off the vessel in accordance with Chapter 3 of the City Code. Loud, disruptive, or nuisance pets will not be allowed. Pets must be walked in the designated area (N.E. corner of property) and all waste must be picked up and placed in the receptacle provided for this purpose.
19. All City, State and Federal laws will be enforced at the Marina and on Marina property. Smoking is not permitted in Marina buildings.

Licensee's Initial\_\_\_\_\_



# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

20. The use of **Marina** electrical outlets for the operation of power tools, battery chargers, welders, etc., are prohibited except by permission from the **Marina**.
21. The **Marina** does not guarantee the continuity of electrical service where provided, nor does it accept any responsibility/liability for any damage caused by the use of the electrical service. Use of torches, open flames, inflammable or toxic cleaners/removers of those containing ammonia, sodium hypochlorite chlorite or chlorinated solvents, or any hazardous equipment and/or material are strictly prohibited.
22. A **Licensee** may work on their own vessel providing such work, in the judgment of the **Marina**, does not Interfere with the rights, privileges and safety of other persons, Licensees or property. The **Marina** must be Informed of all vessel repairs and any maintenance that could impact the **Marina**. Major repairs on boats at the docks will not be permitted.  
**Licensee** is required to notify the **Marina** when **Licensee** expects workmen to be onboard and the nature of work to be performed. The **Marina** requires any outside mechanics, craftsman or any other person performing any work whatsoever on **Licensee's** vessel while in or on the premises of the **Marina** to first provide **Marina** all evidence of operational licensing and any other documentation required by **Marina** policies, including, but not necessarily 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. Failure to meet these conditions will require **Licensee** to remove their vessel from the premises.
23. **IN CASES OF EMERGENCY**, as determined by **Marina**, the **Licensee** agrees that the **Marina** shall retain the right to move **Licensee's** vessel as possible and practical to a safer area to protect the vessel, property or general welfare of others, in the event that **Licensee's** vessel is unattended. Any cost incurred by **Marina** shall be billed at current prevailing rates. **Licensee** agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject vessel by the **Marina**. In general, the **Licensee** shall be solely responsible in any and all emergency measures.
24. If **Licensee** becomes delinquent on rental payments, **Licensee** agrees to allow the **Marina** the right to take over the property of the **Licensee** and to secure the property to the space occupied, or to store property in any other location deemed appropriate by the **Marina**. Space made vacant by the removal of property of the **Licensee** may then be rented to another at the sole discretion of the **Marina**.
25. The **Licensee** warrants that neither the **Licensee** nor their vessel, nor any guest or occupant of **Licensee's** vessel, will engage in any activities that are deemed illegal by any applicable Municipal, County, State, or Federal law. Further, the **Licensee** warrants that they will comply with all rules and regulations of the **Marina**.
26. The **Licensee** acknowledges that they have inspected the berthing space lease herein and are satisfied that the berthing space is adequate for safe mooring of their vessel. The **Licensee** further, acknowledges and understands that this **AGREEMENT** is not a bailment of the **Licensee's** vessel but a license for the berthing space only and **Marina's** liability is limited to the maintenance and upkeep of the waterfront area. The **Licensee** assumes full and complete responsibility for attending to their vessel in the event of dangerous weather conditions

Licensee's Initial \_\_\_\_\_

# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

and/or other conditions requiring supervision and attention to their vessel. The **Marina** assumes no responsibility for the supervision of the **Licensee's** vessels or tending lines.

27 It is expressly agreed that **Marina** 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 **Marina** premises and **Licensee** expressly waives 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 **Marina**, its assigns', successor's and interests, legal representatives for any liability for personal injury, loss of life and/or property damage of any kind whatsoever:

a) Arising out of the ordinary negligence of the **Marina** or its employees and agents in connection with the **Marina's** premises or the use of the storage space;

b) In connection with the **Licensee's** vessel or boat, motor and accessories while it is on the premises of the marina;

For loss or damage the **Licensee's** vessel or boat, motor and accessories or contents there due to fire, theft, vandalism, collision, **Marina** equipment failure, windstorm, rain, hurricanes, ordinary other negligence on the part of the **Marina's** or its employees and agents, or other casualty loss.

28. **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.

29. **LICENSE AGREEMENT AND PROOF OF OWNERSHIP REQUIRED:** Any person wishing to use Marina facilities for a vessel must apply for and obtain a license agreement. 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.

Licensee's Initial \_\_\_\_\_

# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

- 30. LICENSEE'S DUTY TO NOTIFY CITY OF VESSEL'S ABSENCE/CITY'S RIGHT TO RE-LICENSE UNOCCUPIED SUPS:** The Licensee hereby agrees that if the Vessel is to absent from the Premises for a period of seventy-two (72) hours or more, the Licensee shall notify the bockmaster'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.
- 31. SECURITY DEPOSIT:** The Licensee agrees that a non-interest bearing security deposit equal to two (2) months dockage fees 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 licenseee 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's or her vessel, or other property from the Premises.
- 32. 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.
- 33. 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.

Licensee's Initial \_\_\_\_\_

# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

- 34. 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.
- 35. 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.
- 36. 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.
- 37 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.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. 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 the Miami River, Biscayne Bay, marina basins, their adjoining seawalls and dock areas, the City reserves the right of further develop, improve, maintain, modify and repair the seawalls

Licensee's Initial \_\_\_\_\_

# City of Marathon Marina

## MARINA POLICIES AND REGULATIONS

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.

43. **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.
44. **VENUE:** The sole venue for an action on this Agreement shall be the appropriate court located in Monroe County, Florida.
45. **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.
46. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of the License Agreement shall not render the other provisions unenforceable, invalid or illegal.
47. **TERM:** A License Agreement is effective until the date indicated in the agreement, unless sooner terminated by the City or the Licensee, as provided for herein.

**DRAFT**

Licensee's Initial\_\_\_\_\_

# City of Marathon Marina

800 35<sup>th</sup> Street (Ocean)  
Marathon, Florida 33050  
305-289-8877

## MARINA POLICIES, REGULATIONS, AND AGREEMENT

AGREEMENT made and entered into this date between the City of Marathon d/b/a City of Marathon Marina, 800 35<sup>th</sup> Street (Ocean), Marathon, Florida 33050, (the "City") and the person, whose name and address is shown as Owner's name below (the "Licensee").

(Please print all information)

Owners Name	Boat Name
Owners Forwarding Address	Other Assigned Operators
Home Port	Home or Cell Phone Number
Owners Phone Number	Document or Registration #
Boat Manufacturer	Insurance Co. (please provide copy)
Length                      Beam	Type (power or sail)
	Draft                      Engine Power

Number of person(s) residing aboard \_\_\_\_\_

Holding Tank \_\_\_\_\_ Composting Head \_\_\_\_\_

### Dockage Rates

Slip# \_\_\_\_\_

Intended Length of Stay \_\_\_\_\_

Daily \$1.00X \_\_\_\_\_ ft.= \$ \_\_\_\_\_ per day  
Weekly \$6.00X \_\_\_\_\_ ft.= \$ \_\_\_\_\_ per week  
Monthly \$10.00X \_\_\_\_\_ ft.= \$ \_\_\_\_\_ per month

Additional Services (see explanation on rate sheet) \$ \_\_\_\_\_

Florida (& Monroe County) Sales Tax 7.5% \$ \_\_\_\_\_

Usage Fees (see explanation rate sheet) \$ \_\_\_\_\_

There shall be only one (1) vessel per slip, which is the vessel that is registered and under contract with the City. **Licensee shall not sublet space or services. Rent for space is AND PAYABLE IN ADVANCE.**

I have read and agree to abide by the rules and regulations stated on the following pages. Dockage is on a month-to-month basis. I will provide City with proof of insurance and registration and/or documentation.

Signature: \_\_\_\_\_

date \_\_\_\_\_

# City of Marathon Marina

800 35<sup>th</sup> Street (Ocean)

Marathon, Florida 33050

305-289-8877

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## Storage Unit Agreement

Licensee: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Storage Unit Number: \_\_\_\_\_

All rents are due and payable in advance at the **1<sup>st</sup> of the month**. If not paid, a marina lock will secure the storage unit until proper fees are paid in full. This is a license agreement and shall not be construed as a lease or bailment. Expiration or termination of the mooring or dockage agreement between the license and the City Marina shall also constitute termination of this agreement.

1. Minimum rental period is one (1) month. Minimum one (1) week notice of vacating storage unit is required otherwise this agreement is automatically renewed at the beginning of each month and payment is due at that time.
2. If licensee is **10 days delinquent** in the monthly rental payments, Licensee gives the marina the right to take possession of the unit and its contents and re-rent same. Licensee agrees to pay all reasonable expenses, costs, and attorney fees, which are incurred by the marina in the collection of any rent due herein under the terms of the lease. Licensee is responsible for any insurance coverage for the contents of this unit. Coverages and limits are as follows:\_\_\_\_\_. Licensee will not make any alterations or repairs to the unit without the written consent of the Marina. Licensee will not use the storage unit as a business. Licensee will not sublet space in the unit. Licensor is not responsible or liable for any theft damage. Licensee shall indemnify and hold Lessor harmless from any and all claims of damage or injury to person/s or property, including court costs, and attorney fees arising from lessee's use and/or occupancy of the premises. Licensee hereby appoints Licensor, as its attorney-in-fact to advertise for sale the goods located in the leased premises and sell such goods at any time after any installment has remained unpaid for thirty (30) days after due.
3. Licensees are responsible for providing their own lock.
4. Storage of all flammables or volatiles as defined by product labels or packaging is strictly prohibited.
5. Storage shall not extend beyond the boundary's of the storage unit.
6. Licensee must be an active City Marina or Mooring Field customer.
7. The failure of the Licensee to abide by the rules contained in the agreement will be grounds for immediate termination of the agreement.

Signature below constitutes that you have read and agree with the above rules and regulations of this storage agreement.

Signature of Licensee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Marina Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# City of Marathon

## 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 35<sup>th</sup> 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 Boot Key Harbor 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.

■ 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 (10<sup>th</sup>) 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.

Mooring fees are due and payable at the City of Marathon Marina, 800 35<sup>th</sup> St. (Ocean), Marathon, Florida 33050. Monthly Licenses are automatically renewed for successive one month



# City of Marathon

## MOORING LICENSE

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 County 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.*

### Moorina 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

# City of Marathon

## MOORING LICENSE

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 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 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.
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

# City of Marathon

## MOORING LICENSE

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.
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.

# City of Marathon

## MOORING LICENSE

19. Only vessels with their own propulsion system, capable of the use for which it was 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 and 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.

# City of Marathon

## MOORING LICENSE

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 in the marina slip 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 berth 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.

# City of Marathon

## MOORING LICENSE

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 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 a non-interest bearing security deposit equal to two (2) months dockage fees 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.

# City of Marathon

## MOORING LICENSE

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

# City of Marathon

## MOORING 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 the Miami River, Biscayne Bay, marina basins, their adjoining seawalls and dock areas, the City reserves the right of 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.



# City of Marathon

## MOORING LICENSE

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.

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_