

APPENDIX A

COMMERCIAL SLIP LICENSE AGREEMENT
Clearwater Beach Municipal Marina
 25 Causeway Blvd., Clearwater, Florida 33767
 Phone (727) 562-4955

Date: _____ **Commencing:** _____

Slip #: _____ **Facility:** Beach Marina

Current Monthly Base Fee \$ _____ **Dock Box: \$7.50 (if applicable)**

Owners Name: _____

Owners Address: _____

City: _____ **State:** _____ **Zip:** _____

Owners Phone: _____ **Owner's Email:** _____

Home: _____ **Alternate/Emergency Contact Info:**

Work: _____ **Name:** _____

Cell: _____ **Phone:** _____

Email: _____

Vessel Name: _____

Vessel Registration: _____

Vessel Documentation: _____

Vessel Description: _____

Maximum Length: _____ **Maximum Width:** _____ **Maximum Draft:** _____

Power: Amperage: 30 _____ 50 _____ 100 _____ more: _____

Make: _____

Model: _____ **Year:** _____

HIN#: _____

Fuel: Gas : _____ Diesel: _____ Other _____ **Tank Capacity:** _____ gallons

Hull Material: _____

Other: _____ **Wood:** _____ **Steel:** _____ **Fiberglass:** _____ **Aluminum:** _____

Propulsion: _____

HP: _____ **Inboard:** _____ **Outboard:** _____ **I/O:** _____ **Sail:** _____

Engine Make: _____

Boat Type: _____

Example:

Aft Cabin	Cruiser	Cuddy Cab	Deck	Fishing
General	House	Pontoon	PWC	Runabout
Sail	Speedboat	Sportfish	Trawler	Yacht

Policy #: _____

Agent: _____

Exp Date: _____

Conditions of License Agreement

1. Conditions & Authority:

- A. The City of Clearwater's Marine and Aviation Director or designee shall be authorized to execute, administer and provide for notification of this License.
- B. The term of this License shall not exceed five (5) years. The term shall end on the ____ day of _____, 20____ (the "Termination Date"), unless sooner terminated in accordance with, and pursuant to, the terms and conditions of this License, the Code of Ordinances, or the duly adopted rules and regulations for the Municipal Marina.
- C. If Licensee has complied with all terms of the License, the City and Licensee may negotiate, at the City's sole discretion, a new license for an additional term not to exceed five (5) years, effective upon the Termination Date of the previously executed License.
- D. Licensee shall, at least ninety (90) days prior to the Termination Date, indicate to the City whether Licensee desires to renew or terminate the License. Failure to notify under this provision shall have no effect on the validity of this Licensee and shall not create any other rights or obligations to enter into a new license agreement.
- E. This License is non-transferable and applies only to the above-named vessel, owner and/or operator, facility and slip. This License shall not be construed as granting any ownership interest in the slip or Marina facilities. Slip location is not a guaranteed condition of the License and is subject to change under certain conditions. An example of slip reassignment includes reconfiguration and/or rebuilding of the marina.
- F. All auxiliary vessels (dinghies, personal watercraft, tenders) associated with named vessel shall be properly secured on named vessel and not left in the water of the assigned slip or adjoining areas.
- G. The City reserves the right to change the rental rate and establish separate charges for the space, such as utilities, taxes and the like as allowed by City Code. (Code of Ordinance Sec 33.028).

2. Assignments and New License Submittals:

- A. Except as provided herein, specifically, paragraph 11, Licensee shall not assign or encumber this License.
- B. Any new Licensee, including any assignee, must submit an application to the City, which contains personal financial statements, references, credit report from an authorized credit bureau such as Experian®, Equifax®, TransUnion®, and the like. Application may contain a criminal background check.

- C. The City, in its sole discretion, reserves the right to reject any application for any reason, including but not limited to, false or misleading information, poor credit history, or an incomplete or inaccurate application.

3. Required Documents:

Copies of the following documents are required to be on file in the marina office:

- i. the current Florida vessel registration and all applicable renewal documents shall be provided within 30 days of vessel registration expiration;
- ii. proof of valid and current vessel insurance shall be provided 30 days prior to expiration of such insurance;
- iii. current business tax receipt (BTR) from the City;
- iv. if applicable, U.S. Coast Guard Inspection Certification (inspected vessels only);
- v. valid and current Captain's License issued by U.S. Coast Guard for each operator of named vessel;

4. Payment of Dockage and other applicable Fees:

- A. Upon acceptance of a slip, the first and last month's slip rent is due; thereafter, rent and other applicable fees such as utilities and property taxes will be invoiced to the Licensee's mailing address.
- B. All payments shall be made without demand to the City of Clearwater, Marine and Aviation Department, 25 Causeway Blvd., Clearwater, Florida 33767.
- C. If the license is issued on a date other than the first day of the month, the first month's Slip rent shall be prorated.
- D. After the 5th business day of each month, late fees will be assessed in the amount of \$50 per billing cycle. Any unpaid sums more than 30 days past due will result in the cancellation of the Licensee.

5. Utilities and Taxes:

- A. Licensee shall be responsible for electric usage at the slip. Slip electric meters will be read and billed monthly by city staff.
- B. Licensee shall be responsible for water usage at the slip. Slip water meters will be read and billed monthly by city staff.
- C. Licensee shall be responsible for a pro-rated portion of Solid Waste services, based on the "Passenger Capacity" associated with the licensed vessel. Slip Solid Waste fee will be billed monthly by city staff.

D. Utilities fees incorporated into the Dockage Fees due each month will include a \$5.00 service charge.

E. Licensee shall be responsible to pay annual Property taxes associated with the commercial slip as assessed by the Pinellas County Property Appraisers office.

6. Insurance:

A. The vessel owner shall at all times maintain insurance coverages acceptable to the City. A Public Liability and Property damage policy to include a minimum \$500,000 coverage, with the City named as additional insured, for any damage done by Licensee's vessel to City docks or other property within the marina. In addition, per resolution 06-45, Licensee must carry \$10,000 for damage done during storms if not included in \$500,000 liability coverage.

B. Licensee agrees to be held responsible for damage caused to other vessels in the Marina or to the structures thereof. The city assumes no responsibility for the safety of any vessel docked at the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Licensee agrees to hold the City harmless in the event claims for damage to other persons or property arise from the presence of Licensee's vessel in Marina.

C. All contractors employed by vessel owner and/or Licensee shall register at the Marina office prior to beginning work, providing a valid business tax receipt and proof of insurance, naming the City of Clearwater as additional insured, with limits of not less than \$500,000 annual aggregate.

7. Indemnification:

A. It is expressly agreed by the parties that the City shall not be liable for any damage, injury or death, which may be sustained by the Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons, resulting from the intentional acts, carelessness, negligence or improper conduct on the part of any other Marina Licensee's (or such Licensee's agents, servants, employees, agents, or invitees), or by reason of the breakages, leakage, or obstruction of the water, sewer or other leakage or condition, or action of whatever nature or cause, in or about the Marina.

B. The indemnification provided herein shall include, but not be limited to, all costs, expenses, and reasonable attorney's fees incurred by the City of Clearwater in any action based on the foregoing, including, but not limited to any action brought by Licensee, or Licensee's invitees, guests, employees, agents, heirs, or approved assignees.

C. The Licensee, hereby releases and agrees to indemnify and hold harmless the City of Clearwater for any and all liability for personal injury, loss of life and property damage:

i. Arising out of the ordinary negligence of or any acts or omissions on the part of the Licensee or Licensee's agents, servants, employees,

guests, invitees, or other persons in connection with the use of the City of Clearwater's premises or use of the slip;

- ii. In connection with the Licensee's vessel, motor and accessories while it is on the City's premises; or
- iii. For the loss or damage to the Licensee's vessel, motor and accessories or contents thereof due to fire, theft, collision, marina equipment failure, windstorm, rain, hurricane, or other unforeseen events causing casualty loss.

D. Assumption of Risk and Disclaimer of Liability

- i. The Marina facility is to be used at the sole risk of the Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip, and the City of Clearwater shall not be liable or responsible for the care or protection of the vessel, including gear, equipment and contents, or for any loss of damage or whatever kind of nature to said vessel, howsoever occasioned. There is no guarantee or warranty of any kind as to the condition of the piers, catwalks, ramps, or mooring gear, nor shall the City be responsible for injuries to persons or property occurring thereon for any reason whether herein specifically stated or not.
- ii. Nothing within this Licensee shall constitute a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.
- iii. Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip shall assume the duty to report all accidents immediately.

8. Conduct:

- A. No commercial operation shall interfere with the public's use of the marina area or infringe upon the normal operation of any other persons who are authorized to conduct business within the marina.
- B. Distribution of advertising materials, solicitation of any kind is prohibited upon the docks, sidewalks, seawall, parking lots or other public places within the marina except at Licensee's booth or dock office.

9. Right of Entry:

- A. Vessel owner(s) hereby authorize City of Clearwater employees to board their vessel to make adjustments to mooring lines or to move the vessel, as may be required in an emergency situation, or to avoid any loss or damage.
- B. The City has the right to enter the slip to inspect, maintain, repair, or to make reasonable alterations to said slip, such as but not limited to, dredging, dock or seawall repairs or other necessary improvements.

10. Maintenance:

- A. The City agrees to operate and maintain dockage and mooring facilities in a reasonably clean, sanitary, and safe condition during normal hours of operation and to comply with federal, state, and local laws and regulations.
- B. The City shall be responsible for the repair, maintenance and reconstruction, when the need arises, of the slips and the Marina, unless needed repairs are caused by the negligence or the wrongful acts of the Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip under the control of the Licensee.
- C. Licensee **shall not make any improvements or alterations to the slip without the prior written approval of the City**. Moreover, Licensee shall not add any accessory structures.
- D. If the slip is destroyed or so damaged by fire or other casualty during the term of the Licensee so as to become not tenantable, City shall have the unfettered opportunity to render said Slip tenantable by repairs within 120 days therefrom, and Licensee shall not be obligated to pay any rent during the period of time that the slip is not tenantable. In no event shall rent abate. City is not obligated to provide named vessel any temporary mooring as a result of casualty. City shall not be required to make any repairs or replacement of slip improvements other than those improvements provided by the City in accordance with the terms of this Licensee, nor shall the City be responsible for the replacement of the Licensee's vessel or personal property. If the slip is not rendered tenantable within such 120-day period, either party then has the option to terminate the Licensee, and if the Licensee is so terminated, the rent shall be paid only to the date of such casualty. The termination herein contemplated shall be affected by written notice directed to the other party.

11. Sale of Commercial Vessel Named in License:

- A. Except as provided for herein, Licensee shall not assign or encumber this agreement, nor assign or transfer in any way an interest in Licensee's business, nor use or permit the use of the slip for any purpose other than provided by the terms of this License, except that individuals or partners may cause their vessels and this License to be assigned to a corporation, limited liability company or trust, so long as the percentage of ownership interest in the new entity is held in the same proportions, by the same individuals, as was the previous vessel ownership and License.
- B. Where there is a change to a corporation, limited liability company or trust, a new License must be issued.
- C. For the purposes of this License, an "assignment" prohibited by this section shall be deemed to include any of the following:
 - i. If Licensee is a partnership, a withdrawal or change (voluntary, involuntary, by operation of law or otherwise) of any of the

partners thereof, or the dissolution of the partnership except in the event the partnership continues operation by the remaining partners upon the death of a partner; or,

- ii. If Licensee consists of more than one person, a purported assignment, transfer, mortgage or encumbrance (voluntary, involuntary, by operation of law, or otherwise) from one thereof unto any other party; or,
- iii. If Licensee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of tenant, or any change in the ownership (voluntary, involuntary, by operation of law or otherwise) of its capital stock or membership interests (as the case may be) from the ownership existing on the date of execution hereof.

D. Licensee may be permitted to sell Licensee's business and assign the License rights and obligations to a new tenant, so long as the new tenant meets all application requirements. When a commercial business is sold, a transfer fee shall be calculated by one of the following methods:

- a. Businesses remaining as the same type of business will have a transfer fee equivalent to one year's slip rent; or,
- b. Businesses that change to a different type of business will have a transfer fee equivalent to two years' slip rent.

E. If the Licensee elects to retain the Slip to berth another vessel, Licensee will have 120 days from date of the sale to acquire a replacement vessel. During this period, the slips previous monthly rate will be collected.

F. When the Licensee elects to retain the slip, the purchaser of the vessel will have 30 days following the sale to remove the vessel. The purchaser will be charged the daily transient rate if the vessel is docked in the slip after this 30-day period.

G. The slip shall not be vacant for more than 120 days. On the 121st day, the slip will become available for a new tenant, unless the Marine and Aviation Director, due to extenuating circumstances, specifically authorizes an extension.

H. During the period that the slip is vacant the City shall have the right to use the slip for transient dockage with no compensation to Licensee, and the Licensee shall not allow any other vessel to be placed in the slip.

12. Force Majeure and Hurricane Plan Requirement:

A. If the Licensee or the City fails to perform all or part of its obligations under this License due to an event of force majeure (meaning an event beyond the reasonable control of the affected party that is unforeseeable, or unavoidable and beyond remedy if foreseen, and which happens after the execution of this License and renders the full or partial performance of this License impossible or impracticable).

Events of force majeure include, but are not limited to floods, fires, hurricanes, tornados, and other acts of God, accidents, strikes, insurrections, turmoil and war (whether declared or not) and any action or inaction of any governmental authority). The performance of such obligations shall be suspended during the period during which such performance is affected by the event of force majeure.

- B. The Party claiming force majeure shall notify the other Party in writing as soon as possible, and shall, within fifteen (15) calendar days after the occurrence of such event, provide the other Party by personal delivery or certified mail with appropriate evidence in support of the occurrence of the event of force majeure. The Party claiming that its performance under this License has become impossible or impracticable due to an event of force majeure shall make all reasonable efforts to mitigate the effects of such event of force majeure.
- C. If an event of force majeure occurs, both Parties shall immediately consult with each other regarding the performance of responsibilities per this License, and, in the event of cessation of the event of force majeure, shall immediately resume their respective obligations under this License.
- D. Licensee shall provide a Hurricane Plan (Exhibit 1) depicting the methods to be employed in securing the vessel during a storm event. At a minimum, all mooring lines and fenders shall be doubled, and efforts made to secure all loose items, within 24 hours after storm warnings have been issued by media sources. It is the responsibility of the Licensee to know when such a warning or watch has been issued for Clearwater. Tidal fluctuations must be accounted for in your plan.
- E. Prior to the arrival of a major storm, marina staff will attempt to document and record the conditions of the docks and vessels. This does not guarantee in any way that the Licensee's property will be secured by City personnel. Actions on behalf of the City will be taken as weather, resources and operational commitments allow.
- F. Extreme high tides can cause marina management to shut off power throughout the marina, including the fuel dock pumps, until it is safe to be turned back on. A mass email will be sent to all marina tenants that have provided and kept current their email addresses of such occurrences.

13. Law, Rules Regulations:

- A. Clearwater Municipal Marina Rules are made part of the License by reference.
- B. Marina Rules may be amended from time to time to provide for safety concerns and what is in the best interest of the City. In the event of a rule change, the modified Rules will be posted at the Marina.

14. Entire Agreement:

This License, together with any additional Addendums and/or Exhibits attached hereto, shall constitute the entire Agreement between the City and Licensee. No other Agreements unless incorporated and made a part herein, shall be binding on either party. No amendment or modification of this License shall be effective unless agreed to

EXHIBIT 1

Hurricane Plan for Vessel: _____ Date: _____

Name of Responsible Person/Party: _____

Home Phone: _____ Cell Phone: _____

Other Phone: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Alternate Responsible Person/Party: _____

Home Phone: _____ Cell Phone: _____

Other Phone: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

The responsible person or party or their alternate are required to make necessary arrangements to either secure the vessel in the slip for all impending storms or to move it as indicated below. It is also your responsibility to be informed of any impending storms. It is the responsibility of the owner to keep contact information and the hurricane plan current.

Do you intend to leave your vessel in the slip at Clearwater Marina during a hurricane?

Yes _____ No _____

If the answer is Yes, please describe or illustrate below how you will secure the vessel in the slip, showing size and amounts of mooring lines, amount and size of fenders and any other information you feel is necessary.

Applicant

Date

Marine & Aviation Director or designee

Recreational Dockage Permit

Clearwater Municipal Marinas
 25 Causeway Blvd., Clearwater, Florida 33767
 Phone (727) 562-4955

Date:		Commencing:	
Slip #:		Facility: Beach Marina <input type="checkbox"/> Island Estates <input type="checkbox"/> Downtown <input type="checkbox"/>	
Current Monthly Dockage Fee \$		Dock Box: \$7.50 (if applicable)	
Owners Name:			
Owners Address:			
City:		State:	Zip:
Owners Phone:		Alternate/Emergency Contact Info:	
Home:		Name:	
Work:		Phone: _____ /Cell: _____	
Cell:		Email:	
Owner's Email:			
U.S. Coast Guard Lic. #:		Expiration Date:	
Vessel Name:			
Vessel Registration:			
Vessel Documentation:			
Vessel Description:			
Maximum Length:		Maximum Width:	
Maximum Draft:			
Power: Amperage: 30 <input type="checkbox"/> 50 <input type="checkbox"/> 100 <input type="checkbox"/> more: _____			
Make:			
Model:		Year:	
HIN#:			
Fuel: Gas: <input type="checkbox"/> Diesel: <input type="checkbox"/> Other: <input type="checkbox"/>		Tanks Total Capacity: _____ gallons	
Hull Material:			
		Wood: _____	Steel: _____
		Fiberglass: _____	Aluminum: _____
Other:			
Propulsion:			
HP:		Inboard: _____	Outboard: _____
		I/O: _____	Sail: _____
Engine Make:			
Boat Type:			
Example:			
Aft Cabin	Cruiser	Cuddy Cab	Deck
General	House	Pontoon	PWC
Sail	Speedboat	Sportfish	Trawler
			Fishing
			Runabout
			Yacht

1. Conditions & Authority:

- A. The City of Clearwater's Marine and Aviation Director or designee shall be authorized to execute, administer and provide for notification of this Permit.
- B. The term of this Permit shall not exceed 31 days or one month, whichever is shorter. The City reserves the right to automatically renew on a month-to-month basis, unless terminated in accordance with the terms and conditions of this Permit.
- C. This Permit is non-transferable and applies only to the above-named vessel, owner and/or operator, facility and slip.
- D. The City reserves the right to change dockage or other fees per Ordinance Sec 33.028.

2. Use and Termination:

- A. In return for Permittee's proper performance of all obligations, City shall provide Permittee lawful use of the facility and slip in reasonably good condition, and without unreasonable disturbance.
- B. Permittee shall use the slip as recreational dockage for the above-named vessel only. All auxiliary vessels (dinghies, personal watercraft, tenders, etc.) shall be properly secured on named vessel and not left in the water or adjoining areas.
- C. Permittee and invitees making use of the slip understand that living aboard vessels is prohibited. Individuals making legal use of the slip may avail themselves of overnight accommodation in the slip no more than eight (8) evenings per month.
- D. Permittee shall not conduct or engage in any illegal activity at the slip, on Marina property, or upon Permittee's vessel.
- E. This Permit is terminable by either party at will by giving actual written notice to the other party; however, the Permittee understands that terminating this Permit without providing written notice one month in advance, will result in a forfeiture of any remaining deposits that could have been applied toward dockage fees.

3. Assignments and New Permit Submittals:

- A. Except as provided herein, specifically, paragraph 12, Licensee shall not assign or encumber this License.
- B. Any new Permittee, including any assignee, must submit a recreational dockage application to the City.
- C. The City, in its sole discretion, reserves the right to reject any application based on false or misleading information, prior or current criminal conviction, incomplete or inaccurate application information, or any other similarly related cause.

4. Required Documents:

- a. Current Florida Vessel Registration.
- b. Valid Vessel Insurance.
- c. If applicable, current United States Coast Guard vessel documentation.

5. Payment of Dockage Fees:

- A. Prior to the issuance of this Permit, Permittee must remit the equivalent of the first and final months' dockage fee. Permittee understands that the final month's dockage fee is non-refundable. **Only if the Permittee notifies the marina office, in writing or email, of intent to vacate giving one month's notice, will the City apply any remaining funds toward the final month's dockage fee.** Permittee understands that the City will not refund any interest generated by any funds collected.
- B. Dockage fees and other applicable fees will be invoiced to the Permittee's mailing address, as provided in this application.
- C. All payments shall be made without demand to the City of Clearwater, Marine and Aviation Department, 25 Causeway Blvd., Clearwater, Florida 33767, shall be received by the City on or before the first of each month, and no later than the (5th) business day of each month.
- D. If the permit is issued on a date other than the first day of the month, the first month's slip dockage fee shall be prorated to reflect a deduction of the dockage fee.
- E. **After the (5th) business day of each month, late fees will be assessed in the amount \$50 per billing cycle.** In addition, City may place a lien against Permittee's vessel(s), or any vessel(s) hereafter moored by Permittee at the slip, in the event any unpaid sums become more than 30 days past due. Moreover, failure to pay dockage fees for more than 30 days may result in the non-renewal of the Permit and removal of the vessel(s) at the Permittee's expense [Code of Ordinances Section 33.030].

6. Utilities: Electric, Water, Solid Waste

- A. Permittee is responsible for electric utility usage for the slip. Slip meters will be read and billed monthly by city staff, which will include a \$5 administrative service charge. Water and Solid Waste services are currently included as part of the monthly dockage fees.
- B. Utilities and fees shall be incorporated into the Dockage Fees due each month.
- C. Utilities shall be paid for by the Permittee in the same manner as indicated in paragraph 5, and in the event of non-payment, shall be subject to the same penalties as indicated in the same paragraph.

7. Insurance:

- A. The vessel must at all times during the term of this Permit, maintain insurance, acceptable to the City, a Public Liability and Property Damage policy with at minimum \$10,000.00 in coverage for any damage done by Permittee's vessel to City docks or other property within the marina.
- B. The Permittee shall provide the City with a copy of the insurance policy evidencing coverage of the vessel upon execution of this Permit and provide the City evidence of policy renewal no later than 30 days prior to expiration of a policy.
- C. Failing to provide proof of insurance upon acceptance of this Permit, to maintain valid insurance during the span of this Permit, or to provide evidence of subsequent insurance renewal will result in this Permit being null and void and the Permittee

immediately forfeiting the use of the slip.

- D. All contractors employed by vessel owner and/or Permittee shall register at the Marina office prior to beginning work, providing a valid business tax receipt and proof of insurance, naming the City of Clearwater as additional insured, with limits of not less than \$500,000 annual aggregate.

8. Indemnification:

- A. It is expressly agreed by the parties that the City shall not be liable for any damage, injury or death, which may be sustained by the Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons, resulting from the intentional acts, carelessness, negligence or improper conduct on the part of any other Marina Permittees (or such Permittee's agents, servants, employees, agents, or invitees), or by reason of the breakages, leakage, or obstruction of the water, sewer or other leakage or condition, or action of whatever nature or cause, in or about the Marina.
- B. The indemnification provided herein shall include, but not be limited to, all costs, expenses, and reasonable attorney's fees incurred by the City of Clearwater in any action based on the foregoing, including, but not limited to any action brought by Permittee, or Permittee's invitees, guests, employees, agents, heirs, or approved assignees.
- C. The Permittee, hereby releases and agrees to indemnify and hold harmless the City of Clearwater for any and all liability for personal injury, loss of life and property damage:
 - i. Arising out of the ordinary negligence of or any acts or omissions on the part of the Permittee or Permittee's agents, servants, employees, guests, invitees, or other persons in connection with the use of the City of Clearwater's premises or use of the slip;
 - ii. In connection with the Permittee's vessel, motor and accessories while it is on the City's premises; or
 - iii. For the loss or damage to the Permittee's vessel, motor and accessories or contents thereof due to fire, theft, collision, marina equipment failure, windstorm, rain, hurricane, or other unforeseen events causing casualty loss.
- D. Assumption of Risk and Disclaimer of Liability
 - i. This Marina facility is to be used at the sole risk of the Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip, and the City of Clearwater shall not be liable or responsible for the care or protection of the vessel, including gear, equipment and contents, or for any loss of damage or whatever kind of nature to said vessel, howsoever occasioned. There is no guarantee or warranty of any kind as to the condition of the piers, catwalks, ramps, or mooring gear, nor shall the City be responsible for injuries to persons or property occurring thereon for any reason whether herein specifically stated or not.

- ii. Nothing within this Permit shall constitute a waiver of the City's sovereign immunity under section 768.28, Florida Statutes.
- iii. Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip shall assume the duty to report all accidents immediately to the marina office.

9. Right of Entry:

- A. Vessel owner(s) hereby authorize City of Clearwater employees to board their vessel to make adjustments to mooring lines, conduct scheduled pump-outs or to move the vessel, as may be required in an emergency situation, or to avoid any loss or damage.
- B. The City has the right to enter the slip to inspect, maintain, repair, or to make reasonable alterations to said slip, such as but not limited to, dredging, dock or seawall repairs or other necessary improvements.

10. Maintenance:

- A. The City agrees to operate and maintain dockage and mooring facilities in a reasonably clean, sanitary, and safe condition during normal hours of operation and to comply with federal, state, and local laws and regulations.
- B. The City shall be responsible for the repair, maintenance and reconstruction, when the need arises, of the slips and the Marina, unless needed repairs are caused by the negligence or the wrongful acts of the Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip under the control of the Permittee.
- C. Permittee shall not make any improvements or alterations to the slip without the prior written approval of the City, which approval may be withheld at City's sole and exclusive discretion. Moreover, Permittee shall not add, under any circumstances, accessory structures to or otherwise modify the structure.
- D. If the slip is destroyed or so damaged by fire or other casualty during the term of the Permit so as to become not tenantable, City shall have the unfettered opportunity to render said Slip tenantable by repairs within 120 days therefrom, and Permittee shall not be obligated to pay any dockage fee during the period of time that the Slip is not tenantable. In no event shall the dockage fee abate. City shall not be required to make any repairs or replacement of slip improvements other than those improvements provided by the City in accordance with the terms of this Permit, nor shall the City be responsible for the replacement of the Permittee's vessel or personal property. If the slip is not rendered tenantable within such 120-day period, either party then has the option to terminate the Permit, and if the Permit is so terminated, the dockage fee shall be paid only to the date of such casualty. The termination shall be conducted by directing written notice to the other party.

11. Vessel Owner's Responsibility:

- A. Vessels shall be kept in seaworthy and operational condition and shall not create fire hazards, sinking hazards, or eyesores. If a vessel is observed in an unsafe condition, the Permittee will be directed by marina staff to remove the vessel from the Marina or correct conditions. Permittee agrees to remove the vessel upon notification by the City

of nonconforming or unsafe condition(s) and may not return until the condition is remedied. If a nonconforming or unsafe condition is not remedied or the vessel is not removed, it will be subject to removal by the City via towing.

- B. Permittee shall keep the slip in a reasonably clean, sanitary, and safe condition in accordance with any rules, codes or regulations of any governmental agencies having proper jurisdiction. This includes regular removal of droppings and nests on vessel caused by roosting birds.
- C. Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip under the control of the Permittee shall abide by the posted Marina rules and policies, which are incorporated into this permit herein.

12. Sale of Vessel Named in Permit:

- A. If Permittee's vessel is given, bequeathed, sold or otherwise assigned to an immediate family member, which is defined to include a person related within the first degree of affinity (marriage) or consanguinity (blood) to the existing Permittee, the Marine and Aviation Director must authorize such assignment.
- B. Should the Permittee sell the vessel named in this Permit, the Permittee shall notify, in writing, the Marine office of intent to sell. In this notice, the Permittee shall convey whether Permittee will be filing a new application for a new vessel to be berthed in the slip, or whether Permittee will not be berthing any vessel at the slip after the sale. If the Permittee elects not to berth a new vessel after a sale, the slip shall be available for the City for the next applicant on the waiting list, if such list exists, or the next available potential permittee.
- C. If the Permittee elects to retain the slip to berth another vessel, Permittee will have 60 days from the date of the sale to acquire the replacement vessel titled in Permittee's name and place it in the slip. A request for an extension of one 60-day period shall be made in writing and may be approved. Permittee understands that all applicable slip fees during this period will be due and paid by the permittee.
- D. When the Permittee elects to retain the slip, the purchaser of the vessel will have no more than 30 days following the sale to remove the vessel from the slip. The purchaser will be charged the daily transient rate for any period the vessel is docked in the slip after the 30-day period following the sale
- E. The slip shall not be vacant for more than 120 days. On the 121st day, the Slip will become available for a new permittee, unless the Marine and Aviation Director due to extenuating circumstances, specifically authorizes an extension.
- F. During the period that the slip is vacant the City shall have the right to use the slip for transient dockage with no compensation to Permittee, and the Permittee shall not allow any other vessel to be placed in the slip.

13. Lien against Permittee's Vessel:

The City of Clearwater may impose a lien against the vessel named herein and the vessel's appurtenances for unpaid sums due for dockage fees or other services, or from

damages caused to docks or other City owned property by the Permittee's vessel. The vessel is also subject to removal by the City via towing.

14. Breach of Conditions:

Should breach of the conditions of this Permit occur, the rights herein conferred shall terminate immediately and the City of Clearwater may remove or require that the vessel be removed from the mooring space. The Permittee shall pay any cost incident thereto, and any unexpired dockage fee paid shall be forfeited.

15. Force Majeure and Hurricane Plan Requirement:

- A. If the Permittee or the City fails to perform all or part of its obligations under this Permit due to an event of force majeure (meaning an event beyond the reasonable control of the affected party that is unforeseeable, or unavoidable and beyond remedy if foreseen, and which happens after the execution of this Permit and renders the full or partial performance of this Permit impossible or impracticable). Events of force majeure include, but are not limited to floods, fires, draughts, hurricanes, tornados, and other acts of God, accidents, strikes, insurrections, turmoil and war (whether declared or not) and any action or inaction of any governmental authority). The performance of such obligations shall be suspended during the period during which such performance is affected by the event of force majeure.
- B. The Party claiming to be affected by an event of force majeure shall notify the other Party in writing of the occurrence of such event as soon as possible, and shall, within fifteen (15) days after the occurrence of such event, provide the other Party by personal delivery or certified mail with appropriate evidence in support of the occurrence of the event of force majeure. The Party claiming that its performance under this Permit has become impossible or impracticable due to an event of force majeure shall make all reasonable efforts to mitigate the effects of such event of force majeure.
- C. If an event of force majeure occurs, both Parties shall immediately consult with each other regarding the performance of responsibilities per this Permit, and, in the event of cessation of the event of force majeure, shall immediately resume their respective obligations under this Permit.
- D. Permittee shall provide a Hurricane Plan (Exhibit 1) depicting the methods to be employed in securing the vessel during a storm event. Under current law, a Permittee has the right to leave their vessel at the Marina during a hurricane F.S. 327.59. At a minimum, all mooring lines and fenders shall be doubled, and efforts made to secure all loose items, within 24 hours after storm warnings have been issued by media sources. It is the responsibility of the Permittee to know when such a warning or watch has been issued for Clearwater. Tidal fluctuations must be accounted for in your plan.
- E. Prior to the arrival of a major storm, the City will attempt to document and record the condition of the docks and vessels. This does not guarantee in any way that the Licensee's property will be secured by City personnel, nor does it release Licensee from liability from damage Licensee's vessel creates during a hurricane. Actions on behalf of the City will be taken as weather, resources and operational commitments allow.
- F. The Permittee has a general obligation to keep their vessel in a secure condition at the dock and do no harm to the dock or other boats.

EXHIBIT 1

Hurricane Plan for Vessel: _____ Date: _____

Name of Responsible Person/Party:

Home Phone: _____ Cell Phone: _____
Other Phone: _____ E-mail: _____
Address: _____
City: _____ State: _____ Zip: _____

Alternate Responsible Person/Party:

Home Phone: _____ Cell Phone: _____
Other Phone: _____ E-mail: _____
Address: _____
City: _____ State: _____ Zip: _____

The responsible person or party or their alternate are required to make necessary arrangements to either secure the vessel in the slip for all impending storms or to move it as indicated below. It is also your responsibility to be informed of any impending storms. It is the responsibility of the owner to keep contact information and the hurricane plan current.

Do you intend to leave your vessel in the slip at Clearwater Marina during a hurricane?

Yes _____ No _____

If the answer is Yes, please describe or illustrate below exactly how you will secure the vessel in the slip, showing size and amounts of mooring lines, amount and size of fenders and any other information you feel is necessary.

Applicant _____ Date _____ Marine & Aviation Director or designee _____

City of Clearwater Marina Rules

COMPLIANCE WITH RULES & REGULATIONS:

- a. There are multiple wake zones within Clearwater Harbor. The marina basins are no wake zones and all vessels operating in the marinas shall be operate accordingly.
- b. Written procedures and directives issued by the Harbormaster from time to time shall be considered as addenda to and have full force and effect as these Rules and Regulations.
- c. The City Manager, has the authority, as established by the Code of Ordinances; to take such action as may be necessary in the handling, policy and management of the public in attendance at the marinas.
- d. All vessel activities within the marina shall be conducted in compliance with the current applicable U.S. Coast Guard Navigation Rules, City of Clearwater ordinances, and county and state regulations.
- e. No commercial operation, or business venture of any kind shall be conducted at the city marinas unless specifically authorized by the Harbormaster's Office.
- f. All persons involved in any accident on the Municipal marinas, resulting in personal injury or damage to vessels, or infrastructure, shall immediately report such accident to the Harbormaster's office.
- g. All applicable provisions of the laws of the State of Florida and ordinances of the City and/or County now in existence or hereafter promulgated are hereby adopted by reference as part of the Rules and Regulations of the marinas.

INSURANCE CERTIFICATES:

- a. A valid certificate of insurance, or copies of it, shall be kept on file at the office of the Harbormaster by all tenants holding a valid lease, license, contract, or permit executed with the City.
- b. A valid certificate of insurance shall also be on file for any contractor, subcontractor, or construction company functioning on or in marina property. Amounts of liability are determined by the City's Office of Risk Management.

ACCIDENT REPORTING & RESPONSIBILITY:

A damage inspection of any marina facility involved in an accident or incident shall be made by the Harbormaster's office with the vessel owner or operator to determine the extent of damages to both public and private property. Persons causing damage to, or destroying, public property of any kind, whether through violation of these Rules and Regulations, or through any act or omission, shall be fully liable to the City.

Any person involved in an accident, whether personal or vessel occurring on the marina property shall make a full report to the Harbormaster within ten days. The report shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a statement of the facts.

NON-VESSEL STORAGE OF EQUIPMENT:

Unless otherwise provided for by a license, lease or other contractual agreement, no person shall use any area of the marina, for the storage of property or equipment.

HOURS OF OPERATION:

- a. Fuel Dock is open from 6:30 am to 6:30 pm daily, except Christmas (Dec 25th).
- b. Harbormaster Office Hours: 8:00 am to 4:30 pm Monday – Friday.

SECURITY:

- a. The marina provides nightly security from 9:00 pm to 6:00 am daily.
- b. The gates to the main dock at the beach marina will be secured each evening no later than 9:00 pm and as early as 7:00 pm
- c. Security cameras exist throughout the marina property. Data is generally stored for 30 days until recorded over. If a tenant has a security issue, a request to review data for the time of an incident may be accommodated.

ADVERTISING AND DISPLAY:

- a. No person for any reason shall post, distribute, or display signs, advertisements or any other forms of printed or written matter anywhere on the marina property.
- b. All commercial vessels shall display a sign, providing the name of the vessel, owner/captain and type of operation. Community Development Code Section 3-1805 allows for two signs, one (8) ft² and one (6) ft², per slip which do not require a city sign permit. A portable sign may be placed on the dock while the vessel is underway. While in port that sign shall be moved back onto the vessel.
- c. Upon returning to the marina, operators may display and dress fish as a service to patrons. Fish may also be hung until the end of the day. Fish may not be displayed on the sidewalk.
- d. Any monitor or screen displaying commercial services is considered a moving sign by Code and therefore prohibited.
- e. Signs carried, waved or otherwise displayed by persons intended to draw attention for commercial purposes are also prohibited.

COMPLIANCE WITH POSTED SIGNS:

The public shall observe and obey all posted signs, fences, and barricades prohibiting entry upon the marina docks or restricted areas or governing the activities and demeanor of the public while at the marina.

BOAT OWNER'S RESPONSIBILITY & MAINTENANCE:

- 1) Vessels shall be kept in a seaworthy/operating condition, and shall not create any hazards, or become an eyesore.
- 2) If a vessel is observed in an unsafe condition, the owner(s) will be directed by the marina staff to correct or remove the vessel from the marina.
- 3) Owner(s) agree to remove the vessel upon notification by the City of an unsafe condition(s) and to be held responsible for any damage caused by the vessel to marina docks, pilings and structures.
- 4) The owner shall always keep the vessel properly moored and dry within. Routine maintenance and minor repairs necessary for the preservation and seaworthiness of the vessel such as mechanical adjustment, minor painting, leak seals and rot prevention may be performed within the marina. Such repairs are generally considered to be those which:
 - Do not disturb the public within and or those using the marina.
 - Do not contribute to a disorderly or unsightly appearance during the process of repair or maintenance.
 - Are capable of accomplishment with hand tools or certain portable power tools normally carried aboard the vessel.
 - Are confined to the vessel.
 - Do not pollute or put wastes in marina waters.

ENVIRONMENTAL POLLUTION & SANITATION:

- a. Any spills shall be immediately reported to the Harbormaster's office who in turn will forward on and report to the appropriate agencies.
- b. Waste Oil – available at the beach marina, all waste oil must be deposited in the waste oil tank, located in the marine service shop area. Sewage pump-out facilities are available at the fuel dock and the at the downtown Clearwater Harbor marina. These services are currently available to all users at no charge.
- c. Potable water at the docks shall not be wasted. The Florida Administrative Code 40D-22 allows washing boats and boat motors, if a shut-off nozzle or other water efficient device is used. Washing of personal or business vehicles in the marina is prohibited.
- d. Garbage and trash shall be deposited in the dumpsters and trash cans provided.

ANIMALS:

- a. No person shall enter any part of the marina with a domestic animal, unless such animal is restrained by a leash or is so confined as to be completely under control and with the responsibility and ability to clean up after the animal.
- b. No person shall feed or do any other act to encourage the congregation of birds or other animals on the marina.

LOST AND FOUND OR ABANDONED PROPERTY:

- a. Any person finding lost articles in the public areas at the marina can deposit them with the marina office. Articles unclaimed by their proper owner within 90 days thereafter shall, upon request, be turned over to the finder in accordance with Chapter 705, Florida Statutes.
- b. No person shall willfully abandon any personal property on the marina.
- c. Any property, which has been determined by the City to be abandoned, will be removed, stored, and/or disposed of at the Owner's expense and in accordance with appropriate Florida Statutes.

CONDUCT:

- a. Public intoxication, disorderly conduct, threats, profanity or abusive language directed at anyone by the vessel owner, operator, its agents, servants, employees, guest, invitees will not be tolerated and will be subject to immediate removal from the marina.
- b. No person shall throw, shoot, or propel any object in such a manner as to interfere with or endanger the safe operation of any vessel.
- c. No person under the influence of alcoholic beverages or drugs shall operate a vessel from or within the marina basins or Clearwater Harbor.
- d. No person shall skateboard, cycle, rollerblade or use other non-human propulsion on the sidewalks, docks, or seawalls within the marina property.
- e. No person may destroy, injure, deface, or disturb any building, sign, equipment, marker or other structure, tree, flower, lawn, or other property on the marina.

FIRE & SAFETY:

- a. All persons using the marina shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All applicable City, County, State and NFPA codes, standards and recommended practices of the City now in existence or hereafter promulgated are hereby adopted

by reference as part of the Rules and Regulations of the Marina. In the event of conflict, NFPA codes shall prevail, as determined by the City Fire Marshall.

- c. **Smoking Restrictions:** No person shall smoke in any public building of the marina. Smoking shall be prohibited and "No Smoking" signs shall be posted in all areas where fuels and other flammable liquids are stored or dispensed, in all covered or enclosed boat storage areas, in battery rooms, and in other such locations.

FUELING AND FUEL DOCK PROCEDURES:

- 1) Stop all engines and auxiliaries.
- 2) Shut off all electricity, open flames, and heat sources.
- 3) Check bilges for fuel vapors.
- 4) Extinguish all smoking materials.
- 5) Close openings that could allow fuel vapors to enter the boat's enclosed spaces.
- 6) Remove all personnel from the boat except the person handling the fueling hose.
- 7) Ensure a complaint fire extinguisher is readily accessible at the point of fueling.
- 8) Know where shut off values are located, in the event of fire or emergency.
- 9) Fueling shall not be conducted during periods of dangerous thunderstorm activity, or when thunderstorms are within five statute miles of the marina.

DURING FUELING:

- 1) Maintain nozzle contact with fill pipe.
- 2) Attention paid to fuel-filling nozzle at all times.
- 3) Clean up spills immediately.
- 4) Avoid overfilling.

AFTER FUELING AND BEFORE STARTING ENGINES:

- 1) Inspect bilges for leakage or fuel odors.
- 2) Ventilate until odors are removed.

STORAGE AND HANDLING OF FUELS FOR PERSONAL WATERCRAFT:

- a. The use of approved D.O.T. portable containers by commercial licensees in the dispensing of fuel into personal watercrafts shall only be performed with the approval of the City Fire Marshall. *As per current NFPA code. This approval to be kept on file with the Harbormaster.*
- b. Signs prohibiting smoking shall be posted within sight of all fueling operations.
- c. One or more inspected fire extinguishers with a minimum classification of 40-B:C must be available during all fueling operations.
- d. D.O.T. containers containing gasoline product must be removed from the dock and surrounding area at the close of business daily.