

## DOCKAGE LEASE AGREEMENT

THIS IS A DOCKAGE LEASE AGREEMENT, entered into on November 19, 2024, by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter referred to as "CITY",

-and-

**Rubber Duck Holdings, Inc., a Florida for profit corporation d/b/a/ Yachtsalesinternational.com**, whose address is 400 SW 1<sup>st</sup> Ave., Suite 1 Fort Lauderdale FL 33301-2801, hereinafter "LESSEE."

The City Commission by Motion on November 19, 2024, authorized the proper City officials to enter into this Lease Agreement with LESSEE.

CITY owns and operates municipal dockage facilities along the New River.

LESSEE is desirous of using a certain portion of said CITY dockage facilities to dock vessels requiring storage in connection with LESSEE'S business operation.

CITY acknowledges that their request for such dockage space was the first request for such dockage space from the public.

In consideration of the mutual promises, covenants and conditions contained in this Lease and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Lease Agreement.

**2. Premises.**

(a) CITY hereby agrees to lease to LESSEE the following dockage facilities (hereinafter referred to as "PREMISES"):

Slip numbers 1 through 6 inclusive, constituting approximately 300 linear feet of dock space along the South New River Drive West, Riverwalk, and Fort Lauderdale, Florida.

(b) CITY reserves the right to use any portion of the PREMISES for certain Special Events upon thirty (30) days written notice to LESSEE. CITY agrees to cooperate with LESSEE in minimizing disruption to LESSEE'S business operations in the event CITY has to invoke the provisions of this subsection 2(b). LESSEE shall be entitled to a prorated reduction in rent for any portion of the PREMISES used for Special Events, as referenced in Paragraph 42 herein during the Lease term.

**3. Term.** CITY agrees to lease the PREMISES to LESSEE for a twelve (12) month term beginning October 1, 2024, and ending September 30, 2025. Either party may terminate this Lease Agreement without cause by giving thirty (30) days advance written notice to the other party as provided herein. Except as provided in Section 9 (b) hereof, in the event of a default in any material provision of this Lease and such default remains uncured after five (5) business days advance written notice allowed for cure, the non-defaulting party may terminate this Lease upon five (5) business days advance written notice to the defaulting party.

#### **4. Rental Payment**

Rent for the PREMISES, slips 1 through 6 for the twelve (12) month term shall be \$113,599.32 plus applicable taxes, payable in equal monthly installments of \$9,466.61 per month, in advance on the first day of the month to which applicable. Any payment for rent, applicable taxes and other billed charges received by CITY after the fifth day of the month to which applicable shall be subject to a late payment fee of fifteen percent (15%) of the amount overdue.

In addition to the rent stated above, LESSEE is required to reimburse to CITY the cost of shore-side electric service and the 6% Florida sales tax and any other sales or use tax due and owing under this Dockage Use Agreement.

**5. Purpose.** The PREMISES shall be used for the dockage of vessels that are part of LESSEE'S sales inventory or inventory of vessels awaiting servicing at LESSEE'S place of business, which is located off-PREMISES. The PREMISES shall not be used for the dockage of vessels engaged in the business of (a) charter, (b) sightseeing, or (c) fishing.

**6. Acceptance of Premises.** LESSEE acknowledges that it has made a thorough and complete inspection of the PREMISES and is fully advised of its condition, nature of construction and state of repair. LESSEE fully accepts the PREMISES in its present condition.

**7. Ability to Transact Business.** LESSEE hereby represents and warrants that it is licensed and registered to transact business within the State of Florida, that it has adequate financial resources, and has the business skill and ability to perform all obligations herein imposed diligently, skillfully and successfully.

**8. Repair and Replacement of Facilities.** LESSEE shall have the use of the existing wood fenders, wood piling system, cleats, electrical pedestals, and sewage connections located on the PREMISES. The maintenance and replacement, if necessary, of these items, due to LESSEE'S negligent acts or omissions, shall be the sole responsibility and at the sole cost and expense of LESSEE. LESSEE must have the written approval of CITY before undertaking any replacement of these items.

#### **9. Operation of Vessels.**

(a) LESSEE shall operate vessels at the PREMISES in such a manner as not to undermine or damage the existing bulkhead. LESSEE shall be solely responsible for the cost of all repairs to the bulkhead in the event such undermining occurs.

(b) LESSEE shall operate its vessels in such a manner that it does not obstruct vessel, vehicle or pedestrian traffic, cause a safety hazard in or to the

use of the adjacent street or waterway, or block access to any designated Water Taxi stops. If a violation of this provision occurs and is not corrected by LESSEE after forty-eight (48) hours from receipt of written notice from CITY, LESSEE shall be considered in material default of this Lease Agreement. In addition, loading of provisions from vehicles is permitted in designated loading zones only; loading on or adjacent to Riverwalk is prohibited without prior written authorization of the Supervisor of Marine Facilities.

**10. Fueling of Vessels and Petroleum Products.** The fueling of vessels is not permitted on the PREMISES. Storing recycled engine oil and petroleum-based products on CITY property is also prohibited. LESSEE is required to enter into an agreement with a licensed contractor to remove oil and petroleum-based products with the approval of the Supervisor of Marine Facilities.

**11. Parking.** CITY agrees to provide LESSEE with six (6) parking permits for parking spaces at designated permit parking locations on S.W. 1st Avenue and South New River Drive, for non-exclusive use by LESSEE. Fees for such permits are included in the rental rate for the PREMISES. The number of permits provided may be decreased by CITY with sixty (60) days written notice to LESSEE. This provision grants LESSEE a mere license to use said parking spaces and shall not be deemed to transfer a leasehold or other interest to LESSEE in the spaces.

**12. Indemnification Against Claims.** LESSEE shall indemnify and hold harmless CITY from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease for any bodily injury, loss of life or damage to property sustained in or about the PREMISES, or appurtenances to them, arising out of the use of the PREMISES by LESSEE or its employees, agents, or servants or the breach, default or performance of LESSEE, or its employees, agents or servants under this Agreement, and from and against all costs, attorneys' fees, expenses and liabilities incurred in and about any such claim, suit, action, damage or cause of action, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments or decrees which may be entered in them. LESSEE will further, upon CITY'S request, assume and defend any action, regardless of whether such claim is groundless, fraudulent or false, that may be brought against CITY as the result of any action arising out of the use of the PREMISES or a breach or default of this Agreement by LESSEE or its employees, agents or servants, and shall further assume and pay all associated costs and attorneys' fees which may be incurred by CITY. However, the City retains the right to select counsel of its own choosing. Nothing herein shall be construed as a waiver of the City's sovereignty immunity or consent to be sued by any third party.

Nothing contained in this section shall be construed as an agreement by LESSEE to indemnify CITY for any claims or causes of actions arising solely from the public's use of property in the Riverwalk area located adjacent to the PREMISES.

**13. No Liens Created.** LESSEE covenants and agrees that LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the PREMISES. Should any such lien be filed against CITY, LESSEE shall discharge the same within thirty (30) days thereafter by paying the same, by filing a bond, or otherwise as permitted by law. LESSEE shall not be deemed to be the agent of CITY under any term, paragraph, condition or covenant of this Lease Agreement.

**14. Utility and Operating Costs.**

(a) LESSEE shall reimburse CITY for the cost of electricity at the established FP&L rate for 300 lineal feet of dockage that is metered by the CITY. Electricity shall be billed to LESSEE by CITY one month in arrears.

(b) Water service to the PREMISES shall be supplied by the CITY. There shall be no separate charge to LESSEE for water service.

(c) All other utility expenses shall be billed directly to LESSEE. LESSEE agrees to promptly pay, when due, all utility and operating costs arising from and incurred as a result of the operation of LESSEE'S business on the PREMISES.

(d) CITY shall provide trash receptacles and trash pick-up service for the PREMISES. Storage of trash (e.g. cartons, boxes, etc.) outside the trash receptacles is prohibited and LESSEE shall dispose of such excess trash on a daily basis at its cost.

(e) LESSEE shall reimburse CITY for the cost of the submerged land lease from the State of Florida at a rate equal to six percent (6%) of the rent payable by LESSEE.

(f) All reimbursables are subject to Florida state sales taxes. Sales tax exemptions from prepaid tax on tangible rentals or the associated forms of income are not permitted under the lease.

**15. Taxes.** During the term of this Lease Agreement, LESSEE agrees to pay when due all taxes and special assessments levied and assessed against the PREMISES or against any improvements located on them. The obligation of LESSEE shall include the payment of all ad valorem property taxes, sales and use taxes, special assessments, the applicable rental tax specified under the Florida Statutes, Section 212.03(6), and any and all other taxes or assessments of every kind and nature whatsoever resulting from this Lease Agreement or LESSEE'S activities under it. Sales tax exemptions from prepaid tax on tangible rentals or other associated forms of income are not permitted under the lease.

**16. Use of Loudspeakers and Spotlights.** LESSEE shall not use spotlights on the premises except in the case of an emergency. LESSEE agrees that it shall conduct its operations at the PREMISES in a manner that will ensure minimal emanation of noise and odor towards surrounding areas and in compliance with CITY'S Code of Ordinances.

**17. Maintenance and Surrender of Premises.** LESSEE agrees at its expense to keep and maintain the PREMISES in the same state of repair and condition as existed on the date of commencement of this Lease Agreement, reasonable wear and tear excepted. CITY shall repair damage to pilings and seawall not the result of LESSEE'S negligence. LESSEE at its sole expense agrees to deliver to CITY, upon the termination of this Lease Agreement, the entire PREMISES, including any improvements and fixtures located on them, in the same state of repair and condition as existed on the date of commencement of this Lease Agreement, reasonable wear and tear excepted.

**18. Security.** CITY is not responsible for providing security to the PREMISES. Twenty-four (24) hour a day manned or mechanical security for vessels docked on the PREMISES must be provided by LESSEE, at its sole cost and expense.

## **19. Use of Equipment/Repair of Vessels.**

- (a) The use of heavy machinery or equipment, including but not limited to, forklifts, tractors, generators, or other similar items is not permitted on the PREMISES.
- (b) The use by LESSEE and its employees, of small, motorized carts and small hand carts for transportation purposes is permitted on the PREMISES.
- (c) LESSEE agrees to comply with Section 8-149(b) of the CITY'S Code of Ordinances regarding the repair and maintenance of vessels.

## **20. Storage.**

- (a) Equipment Storage. Storage of equipment or any other type of storage on the upland property adjacent to the docks and seawalls of the Premises by LESSEE is prohibited.
- (b) Additional Vessel Storage. Use of the CITY docks for additional storage for Special Events or occasional needs by the LESSEE'S vessels other than specified by the Lease must be authorized by the Supervisor of Marine Facilities a minimum of 30 days in advance of the scheduled date of the special use event. Special use events include, but are not limited, to the Fort Lauderdale International Boat Show, Winterfest Boat Parade. LESSEE agrees to pay the current Lease fee for additional available dockage and provide in advance of the event an amended Certificate of Insurance for the additional area if not already covered under LESSEE'S annual Certificate of Insurance.

**21. Possession.** Delivery of possession of the PREMISES to LESSEE shall be made at the time of the commencement of the term of this lease.

**22. Gambling, Adult Entertainment, Obnoxious Uses.** LESSEE hereby acknowledges that the City of Fort Lauderdale has a policy barring any use of its municipal docks to base a vessel that engages in or promotes any gambling or gambling related activities or is used as an adult entertainment establishment or for adult uses as defined in the Code of Ordinances of the City of Fort Lauderdale (hereinafter "adult entertainment"), or related activities or other types of activities that are not in harmony with the Riverwalk Linear Park as a destination for tourists and residents of all ages. LESSEE agrees not to utilize the premises for the dockage of vessels that conduct or are engaged, directly or indirectly, in the promotion of gambling or gambling related activities, or adult entertainment or related activities. LESSEE agrees it will not distribute promotional or advertising materials linking the vessels docked at the premises or the municipal docks with any gambling, adult entertainment or related activities, or gambling related activities located in the City of Fort Lauderdale or any other destination.

## **23. Insurance.**

- (a) LESSEE shall obtain and keep in force continuously during the term of this Lease Agreement, comprehensive general liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000.00) per occurrence. LESSEE shall also maintain protection & indemnity (P&I) insurance coverage for all vessels docked on the PREMISES in the minimum limits of One Million

Dollars (\$1,000,000.00) CITY shall be included under such policy as an additional named insured. A Certificate of Insurance evidencing this coverage shall be provided to the CITY before the commencement of this Lease Agreement.

(b) All coverage to be afforded CITY by LESSEE shall be primary and shall not be affected by any insurance which CITY may carry in its own name.

**24. Assignment and Subleasing.** This Lease Agreement shall not be assignable or otherwise transferable. LESSEE may sublease the PREMISES to third party vessel owners or operators not utilizing space in connection with LESSEE'S business operations, only upon the prior written approval of the Supervisor of Marine Facilities.

**25. Laws, Ordinances, Rules and Regulations and Other Agreements.** In its use and occupation of the PREMISES. LESSEE agrees to comply with all applicable Federal, State, County or CITY laws, statutes, ordinances and any applicable administrative rules and regulations promulgated by agencies, departments or subdivisions of the Federal, State, County or CITY.

(a) The terms and conditions set forth in the City of Fort Lauderdale Marine Facilities – Admiralty and Maritime Dockage Agreement (hereinafter, "Admiralty & Maritime Dockage Agreement") are incorporated herein by reference, with the exception of Paragraphs 10, 11, 13, 20 & 26 thereof.

(b) The terms and conditions set forth in City of Fort Lauderdale Marine Facilities Dock Rules and Regulations (hereinafter, "CITY Dock Rules & Regulations") are incorporated herein by reference.

(c) The Admiralty & Marine Dockage Agreement and CITY Dock Rules and Regulations are set forth as **Exhibit "A"** attached hereto.

(d) In the event of conflict between the terms and conditions contained in this Dockage Lease Agreement and either the Admiralty & Maritime Dockage Agreement or CITY Dock Rules & Regulations or both, then the terms of this Dockage Lease Agreement shall supersede and prevail over any other conflicting provisions of the Admiralty & Maritime Dockage Agreement or CITY Dock Rules & Regulations.

**26. Improvements by LESSEE.** LESSEE shall not make any improvements to the PREMISES without the prior written approval of CITY. In the event CITY provides prior written approval as above aforesaid, construction of any improvements may only be undertaken when permits have been obtained from all regulatory agencies having jurisdiction over the proposed improvements and all construction must be strictly performed in accordance with all permits issued, with all applicable CITY Codes, the South Florida Building Code and within all Riverwalk Design guidelines.

**27. Ownership at Termination.** All fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected,

installed or placed within the PREMISES shall, at the end of the term or earlier termination of this Lease Agreement, for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and tear excepted, unless CITY at its option requires LESSEE to remove all or a portion of same. LESSEE agrees at its sole expense to promptly remove same and to promptly repair and restore all portions of the entire PREMISES to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the PREMISES by LESSEE is incapable of being removed without structural or functional damage to the PREMISES and has become a part and parcel of them. Non-fixture personally owned by LESSEE at the expiration of the term or earlier termination of this Lease Agreement, for any reason, shall continue to be owned by LESSEE, and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such personalty, provided LESSEE is not then in default of any covenant or condition of this Lease Agreement; otherwise, all property shall remain on the PREMISES until the damages suffered by CITY from any such default have been ascertained and compensated. Any damage to the PREMISES caused by the removal by LESSEE of any such personalty shall be repaired by LESSEE immediately at its expense.

**28. Default.** It is agreed that upon any default by LESSEE in keeping any term or condition of this Agreement to be kept and performed by LESSEE, CITY may after five (5) days written notice to LESSEE, re-enter and take possession of the PREMISES. That power granted in this paragraph to CITY is in addition to any other rights or remedies which CITY may have under the existing laws of the State of Florida with regard to the removal of tenants or other legal recourse. All rights and remedies available to CITY may be exercised concurrently or separately.

**29. Lien Provision.** In the event of LESSEE'S breach of any of the provisions of this Lease Agreement, CITY shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the PREMISES as additional security for LESSEE'S faithful performance of each of the terms and provisions hereof and to secure payment of all sums owing to CITY hereunder. All such revenues, income, rents, earnings and profits derived or accruing from the PREMISES from the date of such breach shall constitute the property of CITY and shall not constitute an asset of LESSEE or any trustee or receiver appointed for LESSEE'S property. The provisions hereof shall be effective without CITY'S re-entry upon the PREMISES or repossession thereof.

**30. Contractors and Subcontractors.** Contractors or Subcontractors of the LESSEE shall be allowed on the PREMISES under the direct supervision of LESSEE or its employees only. Any Contractors or Subcontractors found on the PREMISES by CITY in violation of this Section may be removed by CITY.

**31. Signs and Banners.** LESSEE shall not erect any signs or banners on the PREMISES for advertising purposes. Any signs or banners on vessels docked on the PREMISES are subject to prior CITY approval and must comply with CITY'S Code of Ordinances.

**32. Rafting of Vessels.** The rafting of vessel(s) to vessel(s) docked on the PREMISES is prohibited. "Rafting" as used in this Section means the practice of securing or tying-up a vessel to a vessel that is docked at a docking facility.

**33. Discharge of Wastewater.** LESSEE shall discharge wastewater from all vessels only into a pump-out facility provided by CITY or into another land-based or

water-based facility approved by the CITY. Any violation of this provision of the Lease will result in the immediate expulsion of the vessel from the PREMISES.

**34. Severability.** If any section, subsection, sentence, clause, provision, or portion of this Lease Agreement shall be held invalid for any reason, the remainder of this Lease Agreement shall not be affected thereby.

**35. Non-discrimination.** LESSEE, in exercising any of the rights or privileges herein granted to it, shall not, on the grounds of race, color, sex, disability, sexual orientation or national origin, discriminate or permit discrimination against any persons or group of persons in any manner.

**36. Other remedies.** In addition to the options herein above granted, CITY may exercise any or all options available to it under the laws of Florida, all of which options may be exercised concurrently or separately.

**37. Non-waiver.** The failure of CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. LESSEE covenants that no surrender or abandonment of the PREMISES or of the remainder of the term herein granted shall be valid unless accepted by CITY in writing. CITY shall be under no duty to relet the PREMISES in the event of an abandonment or surrender or attempted abandonment or surrender by LESSEE. Upon LESSEE'S abandonment or surrender or attempted abandonment or surrender, CITY shall have the right to retake possession of PREMISES or any part thereof, and such retaking of possession shall not constitute an acceptance of LESSEE'S abandonment or surrender thereof.

**38. Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice sent by registered U.S. mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving notice:

CITY: City Manager  
City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

With a copy to : City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Ste. 1320  
Fort Lauderdale, FL 33301

LESSEE: Udo Willersinn, President  
Rubber Duck Holdings, Inc.,  
d/b/a Yachtsalesinternational.com  
400 SW 1<sup>st</sup> Ave., Suite 1  
Fort Lauderdale, FL 33301



**39. Amendment.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

**40. Governing Law.** This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida.

**41. Extent of Agreement.** This Lease Agreement represents the entire and integrated agreement between CITY and LESSEE and supersedes all prior negotiations, representations or agreements, either written or oral.

**42. Special Events.**

(a) The CITY as the LESSOR, through the Supervisor of Marine Facilities, may require the LESSEE to relocate the LESSEE'S vessel(s) to an alternate slip location for special events with forty-five (45) days advance notification specifying the approximate dates for relocating the vessel(s), including but not limited to such events as the Fort Lauderdale International Boat Show, Winterfest Boat Parade. The sole cost of relocating the LESSEE'S vessel(s) including the cost of hiring a Captain or loss of business or any other costs attributed to relocating the LESSEE'S vessel(s) is not the responsibility of the City in any way.

(b) Repair to Premises. Upon forty-eight (48) days written notice to LESSEE, CITY, at its sole discretion, may require LESSEE to temporarily dock its vessels at an alternate location other than the PREMISES due to repair work to the Premises or construction work which may occur at an area near the PREMISES during the term of this Agreement. CITY agrees to minimize the disturbance, if any, to LESSEE'S business operations by such substitution and further agrees to offer LESSEE an alternate docking location within a reasonable distance from LESSEE'S business operation. If an alternate docking location cannot be found, CITY agrees to renegotiate the terms of this Lease Agreement with LESSEE for the remainder of the Lease term; provided, however, that if no agreement can be reached by the parties, either party may terminate this Lease Agreement as provided in Section 3 above. The sole cost of relocating the Lessee's vessels including the cost of hiring a Captain(s) or loss of business or any other costs attributed to relocating the Lessee's vessel is not the responsibility of the City in any way.

**43. Submerged Lands.** City owns and controls certain facilities known as the Municipal Dockage Facilities along the New River ("Marina"), which Marina includes dockage facilities situated on sovereignty-submerged land leased from the Board of Trustees of the Internal Improvement Trust Fund under an existing Sovereignty Submerged Land Lease. LESSEE shall agree to abide by any conditions therein and shall be responsible for reimbursement to the CITY of any costs associated with meeting such conditions of the submerged land lease.

**44. LESSEE Execution and Delivery Affidavit Pursuant to Fla. Stat. Sec. 787.06.** The Affidavit pursuant to Fla. Stat. Sec. 787.06 (attached hereto as **Exhibit "B"**) shall be executed by Udo Willersinn, President of LESSEE and delivered to Assistant City Attorney Robert B. Dunckel, One East Broward Boulevard, Suite 1320, Fort Lauderdale, FL 33301 no later than ten (10) days prior to submission of this

Dockage Lease Agreement to the City Commission for authorization for execution of the Dockage Lease Agreement by the proper CITY officials.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

WITNESSES:

**RUBBER DUCK HOLDINGS, INC.**, a Florida Corporation

\_\_\_\_\_

By \_\_\_\_\_  
Udo Willersinn, President

\_\_\_\_\_  
[Witness print/type name]

(CORPORATE SEAL)

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

STATE OF FLORIDA:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Udo Willersinn, as President of and on behalf of RUBBER DUCK HOLDINGS, INC, a Florida corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary, Typed  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

WITNESSES:

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

[Witness type or print name]

(CORPORATE SEAL)

**CITY OF FORT LAUDERDALE, A**  
Florida municipal corporation

By \_\_\_\_\_  
Dean R. Trantalis, Mayor

By \_\_\_\_\_  
Susan Grant, Acting City Manager

ATTEST:

\_\_\_\_\_  
David Soloman, City Clerk

Approved as to form and correctness:  
D'Wayne Spence, Interim City Attorney

\_\_\_\_\_

**City of Fort Lauderdale Marine Facilities  
Admiralty and Maritime Dockage Agreement**

EXHIBIT A

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between The City of Fort Lauderdale, hereinafter referred to as “City”, and the undersigned owner of the vessel named herein, herein referred to as “Owner”.

WHEREAS, the City operates and maintains municipal dockage facilities for use by yacht owners and/or boat owners with properly documented or registered vessel(s) (excluding house boats) capable of self-propulsion and in good condition; and

WHEREAS, Owner is the legal and registered owner of the vessel or yacht (“Vessel”) described below; and

WHEREAS, Owner desires to lease from the City a dock slip or slips within the docking facility to accommodate the Vessel.

Please Print: No. \_\_\_\_\_

Registered Owner Name \_\_\_\_\_ Address \_\_\_\_\_

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

Telephone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Business: \_\_\_\_\_ Email: \_\_\_\_\_

Vessel Name \_\_\_\_\_ Make: \_\_\_\_\_ Registration/Documentation No. \_\_\_\_\_

Length Overall \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ Utilities: \_\_\_\_\_

Facility and Slip No (s): \_\_\_\_\_ Commencement: \_\_\_\_\_ Exp: \_\_\_\_\_ Rental fees: \_\_\_\_\_

NOW THEREFORE, City and Owner, in exchange for valuable consideration and of the covenants and stipulations hereinafter described, agree as follows:

1. The above recitals are true and accurate and are incorporated in this Agreement.
2. City agrees to rent the dock slip or slips identified above for berthing of the Vessel in exchange for payment of fees pursuant to the terms and conditions of this Agreement. The term of this Agreement may not exceed one (1) year unless authorized by the City Commission.
3. There is no agreement to create a bailment of the Vessel, nor do the parties intend to create a bailment of the Vessel.
4. This is an Admiralty and Maritime Dockage Rental Agreement under the General Maritimes Laws, Statutes and Code of the United States of America, laws of the State of Florida and ordinances of the City of Fort Lauderdale.
5. Owner agrees to pay City dock rental fees as specified by the schedule of rates established by the City, as said rates may be modified from time to time by the City. The current effective rate for said dock slip is specified above. Refunds due to lease termination, or for any other reason, are not permitted. In addition to the dock rental fees, the City, at its sole discretion, may implement a reasonable surcharge to recover increases in costs for utility services.
6. This Agreement is effective for the period specified above and shall remain in effect unless terminated pursuant to the terms of the Agreement.
7. In the event a deposit is required to rent the slip or slips, the deposit will be held by the City and refunded upon expiration of this Agreement only if the Owner is in good standing. An Owner is in good standing for purposes of this Agreement if the Owner has complied with the terms, conditions, covenants and obligations under this Agreement. If Owner is not in good standing, the deposit will be forfeited by Owner for damages. The City shall have no obligation to place Owner’s deposit into a separate account or to pay interest on the deposit.
8. This Agreement is for berthing space only and does not convey the right of domicile to the Owner for any part of the City Docking Facility. Berthing space is to be used at the sole risk of the Owner and the City shall not be liable to Owner for care, protection or security of the Vessel, its appurtenances or contents, or for any loss or damage of any kind or nature to the Vessel, its appurtenances, or contents, however caused. The Owner hereby releases the City from any and all liability for loss, death, damage or injury to any person or property arising out of or in connection with the condition or use of the Vessel or the condition or use of the City Docking Facility,

dock slip or the City's services whether such injury is caused by or through the acts or omissions of the City or by any other cause whatsoever. City makes no warranty or representation of any kind as to the condition of piers, walks, gang ways, ramps mooring gear, electrical or water service, cable or other utilities and shall not be responsible to the Owner for injuries to persons or property occurring on City property for any reason.

9. Owner agrees to hold the City harmless and to save, defend and indemnify the City, its officers, employees and agents from any and all any loss, damage, penalty, fine, judgment, claim, damage, liability or cost including, without limitation, attorney's fees, whether at the trial or appellate level, for any injury, loss or damage to person or property arising directly or indirectly from or in connection with any act or omission on the part of the Owner, Owner's agents, employees or guests or in connection with any false or misleading statement made by Owner herein. Any counsel selected by Owner pursuant to this indemnity shall be subject to the approval of the City. This indemnity shall survive termination of this Agreement.
10. This Agreement may be terminated prior to the expiration date upon occurrence of the following conditions:
  - A. By the City for breach or forfeiture of any of the covenants or provisions of this Agreement by Owner.
  - B. By written notice of termination without cause by the City to the Owner.
  - C. By Owner upon written notice accompanied by tender of all unpaid fees or charges, if any.
  - D. By City in the event of the sale, transfer or rental of the Vessel or by virtue of an assignment of the rights under this Agreement to any other person or entity not a party to this Agreement. For purposes of this Agreement, sale and transfer shall include sale or transfer of the Vessel or sale and transfer of the corporation, limited liability company or other corporate entity, which is the Owner of the Vessel.
11. Written notice mailed or delivered to the Owner's address shown above shall constitute sufficient notice to Owner and notice in writing to the Supervisor of Marine Facilities shall constitute sufficient notice to the City concerning the terms of this Agreement.
12. It is understood and agreed that this Agreement is for the Vessel only and is personal to the Owner of the Vessel, whether that owner be an individual, corporation, limited liability or other corporate entity. This Agreement is not assignable or transferable to any other person or entity, nor is it assignable in the event of the sale of the stock, assets or interests of a corporation, limited liability company or other corporate entity which owns the Vessel. Further, all or a portion of the dockage space may not be sublet or assigned to a third party or entity. Use or occupancy of the Vessel is restricted to the Owner and his/her family, paid crew and bona fide guests while located on City Docking Facility. The Owner agrees to advise the City of any legal change or ownership or rental of the Vessel, or of a change of ownership of the corporate entity while subject to this Agreement no later than 24 hours following such change. Part ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage to any of the partners other than the original signer of this Agreement if the partnership is dissolved for any reason whatsoever.
13. The City reserves the right to use or rent the docking slip or slips rented hereunder when such docking slip or slips is or are unoccupied for any period exceeding 24 hours. The Owner shall not be entitled to any reduction in rental fees under this Agreement in the event the City uses or rents the docking space assigned to the Owner. Owners and operators of any Vessel shall advise the Dockmaster of their estimated time of return to the dock at the time of departure. Owners or operators of any Vessel with annual, seasonal or monthly status are required to give 48 hours' notice of their return. If Owner fails to provide adequate notice of the return date, then the City reserves the right to assign another docking slip or slips of similar size.
14. Prior to signing this Agreement, Owner shall furnish the Supervisor of Marine Facilities with copies of marine insurance for the above described vessel including public liability, property damage and personal injury insurance which insurance shall name the City as a loss payee and additional insured and shall provide proof of ownership of the Vessel. This proof shall consist of a current copy of either state registration of the Vessel or documentation by the U.S. Coast Guard or Foreign Authority as the case may be.
15. All applicable dockage fees are payable in advance of any specified period. In the event a payment is more than 5 days late, the Owner agrees to pay a one-time late fee of 15% on each periodic payment past due.
16. The Owner, his or her employees, agents, licensees or invitees injuring or damaging the City's docks shall immediately reimburse the City in an amount equal to the cost of repairing such damage or injury to the dock. Pursuant to Chapter 8-116 of the City's Code of Ordinances, the City shall have a lien on the Vessel, its equipment and appurtenances, which damaged the City docks.
17. The Owner agrees the City shall have a lien, maritime or possessory, upon the Vessel and any other vessel owned by the Owner for storage fees, dockage fees, repairs, improvements, any related charges, or personal injury or damage caused or contributed by the Vessel, Owner, guests or crew, including but not limited to damage to pier, piling, docks, wharf, buoys, other vessels, pollution by discharge of oil products, sewage or toxic waste or any hazardous material, loss by sinking, collision, fire, or other losses and for expenses necessary for preservation of

the Vessel or expenses reasonably incurred in the sale or other disposition of the Vessel. The lien shall attach as of the commencement date of this Agreement and released when all fees owed are paid in full. As an additional remedy, Owner hereby authorizes City to sell Vessel at a non-judicial sale in the event of non-payment of rent, storage fees, utility charges, service fees or any other fees authorized by statute for a period of six months in accordance with the provisions of section 328.17 of the Florida State Statutes. Further, in the event of a breach or violation of this Agreement, City shall be entitled to pursue any and all remedies available under law including, without limitation, maritime laws.

18. In the event of any breach/default hereunder, the Owner hereby agrees to pay all collection fees, collection service fees, dockage fees, damages, attorney fees, court costs, interest, late fees and any other fees or cost associated with recovery for breach of this Agreement. In the event of litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to recovery reasonable attorney's fees, whether at trial or the appellate level, and costs.
19. The Owner agrees to comply with the laws, regulations and ordinances of the City and all rules and regulations for the City Marine Facilities; a copy of said rules and regulations is attached hereto and by reference made a part hereof. Any attachments to this Agreement, including applicable rental fees, facility rules and regulations and parking rules and regulations issued by the Supervisor of Marine Facilities are part of this Agreement. Should a breach of the Agreement or violation of any rule and/or regulation occur, this Agreement shall terminate immediately at the sole discretion of the City. Owner agrees that upon such termination, City may immediately remove the Vessel without notice to Owner from its dock space at the Owner's risk and Owner's expense and take possession of the dock mooring facility.
20. The person signing below does hereby certify that he/she has read, fully understands and agrees to comply with all of the conditions of this Agreement and the rules and regulations attached herewith. Owner also certifies that the description of the Vessel is correct and that he/she is the lawful Owner of the Vessel or is the authorized agent of the Owner and has the power and authority to enter into a binding agreement on behalf of the Owner.
21. If the Vessel remains at the slip following the termination of the Agreement, and without otherwise limiting the rights of the City hereunder, Owner shall be deemed occupying the slip for purposes of transient dockage and shall pay the City the then applicable daily rate of transient dockage for each day the Vessel continues to occupy the dock space.
22. In the event of litigation to enforce or interpret this Agreement, jurisdiction shall lie in circuit court of Broward County, Florida or United States District Court for the Southern District of Florida. Both parties waive their right to request a trial by jury.
23. The City's rights and remedies hereunder are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other or subsequent breach, and the acceptance of any performance hereunder or the payment of any amounts after the same have become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.
24. The obligation of each Owner executing this Agreement is joint and several.
25. If any provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement.
26. This Agreement is the entire agreement between the parties and supercedes all prior agreements. No modifications or amendments to this Agreement are valid unless in writing and signed by both parties.

Owner/Agent/Captain:

City:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Authority or Title

By: \_\_\_\_\_  
(Signature) Date

By: \_\_\_\_\_  
(Signature) Date

By: \_\_\_\_\_  
(Supervisor) Date

**City of Fort Lauderdale Marine Facilities  
Dock Rules and Regulations**

1. **Floating Homes/Houseboats:** Floating homes as defined under City Code of Ordinances 47-19.6.A.1 are strictly prohibited. This prohibition applies to all floating homes designed or used primarily as a dwelling or residence including those that may have been altered or converted by mechanical means or otherwise for the purpose of transforming the watercraft to meet the minimum definition of vessel as defined in City Code of Ordinances 47.19.6.A.2. Houseboats are not permitted.
2. **Slip Assignment:** The Dockmaster or dock staff shall assign slips and no changes will be permitted without the City's permission. No stacking or rafting of vessels is permitted. Bona fide tenders that normally reside aboard or are towed may be tied alongside or astern of the Vessel at the Dock master's discretion, but may not protrude beyond the limits of the slip. Tenders may not be left in any slip alone or unattended for any period without the permission of the Dockmaster.
3. **Motorized vehicles:** No motorized vehicles, bicycles, roller blades, skateboards, scooters or any other mechanical transportation, other than ambulatory scooters or wheelchairs, may be ridden on the docks. Storage of any equipment on piers, seawalls or adjacent green space areas is prohibited. Examples include but are not limited to: Bicycles, surfboards, plants, dock boxes, oil and grills.
4. **Seaworthiness:** Only vessels in good and seaworthy condition and in a constant state of readiness will be permitted to enter the dock space. Owners of vessels whose propulsion machinery is inoperative in excess of 24 hours must notify the Dockmaster immediately. Owner must inform Dockmaster of the action being taken to return the vessel to operation as soon as possible and the Owner's plan for immediate evacuation should an emergency requiring evacuation occurs. The City reserves the right but not the responsibility to take any action it deems necessary to safeguard said Vessel, adjacent vessels, docking facility or property of the City. Owner agrees to pay all reasonable costs and service fees incurred by the City.
5. **Vessel appearance:** The Owner is responsible to keep the Vessel in such condition that it does not become unsightly or dilapidated or reflect unfavorably on the appearance standards of the City's Marine Facilities. Decks of all vessels berthed at the City's Marine Facilities shall be kept clear of debris, trash or other unsightly material at all times. Laundry of any type or any item of a personal nature shall not be hung or spread to air dry in the public view of any vessel or pier.
6. **Garbage and waste:** All garbage and trash shall be placed in the City provided receptacles. Disposal of oil, filters, rags and hazardous materials shall be legally disposed of away from City property and not disposed of in City containers. The discharge of any trash, petroleum product, hazardous material, wastewater or sewage into waterways is strictly prohibited.
7. **Fires and Dangerous Conditions:** The use of charcoal burners, BBQ grills, gas or electric welders, gas torches or any other flame producing equipment is prohibited except within the Vessel (e.g. cooking, stoves lamps, lanterns).
8. **Fueling:** Fueling of a vessel is prohibited at all Municipal Marine Facilities except as permitted under Chapter 8 – 118 (b) (c) (d) (e) (f) of the City of Ft. Lauderdale Code of Ordinances. Vessels desiring to fuel must contact the Dockmaster for approval.
9. **Swimming/Diving:** Recreational swimming and diving from marine facilities is prohibited. Diving for vessel bottom maintenance/repair is permitted. Fishing permitted in designated areas only.
10. **Generators:** Vessel generator use is permitted. Upon notice of a complaint of any kind relating to noise and/or odor, etc., the use of said generator must cease immediately.

11. **Maintenance:** Repaints, outfitting or refitting of vessels at the docks is prohibited. Minor repairs, which require paint touch-ups, mechanical adjustment, electrical work and varnishing, are permitted subject to the Dockmaster's approval. The use of some power tools is permitted. This is strictly limited to vacuum sander, drill and buffers. Grinders, chippers, needle guns tenting, and tarps are not permitted. Upon a complaint of any kind relating to power tool noise, dust, etc. the use of said tool will cease immediately. Portable compressor and generator use from docks is prohibited. Spray painting or any kind is strictly prohibited. All work is restricted to aboard the Vessel. No work will be permitted on piers, seawalls or in public greens spaces adjacent to any of the City's Marine Facilities.
12. **Tipping:** Tipping of dock staff is prohibited.
13. **Signage:** No signage or banners may be placed on the Vessel, the dockage space or adjacent to the marina docks except "for sale" signs which may not be larger than three hundred thirty six (336) square inches in size. The Supervisor may remove any non-approved sign or banner from the Vessel without notice to the Owner. Similarly, the Owner may not affix or attach by any means, any other object, fixture, or equipment to the docks without prior written permission from the Supervisor. Neither the Vessel's nor the Supervisor's address shall be used for business purposes without written prior permission of the Supervisor.
14. **Utility Failure:** City is not responsible for any utility failure or damages that may result there from.
15. **Noise:** Owners/guests/tenants/tradesmen shall use discretion in the use of televisions, stereos, loud hailers, horns, radios or any other on-board equipment so as to not create a nuisance. Rigging shall be secured to prevent slapping. Masts with self-storing sails are required to have stoppers.
16. **Hurricanes:** Upon receiving verbal notice of "Tropical Storm Warning", issued by the National Hurricane Center, all vessels moored at the City's Marine Facility are required to remove loose gear, electrical cords and water hoses. It is strongly recommended that Owner seek and secure other dockage at hurricane safe harbor or shipyard.
17. **Soliciting at Docks:** It shall be unlawful for any operator of a charter boat, fishing boat or sightseeing boat docked at the municipal docks to solicit business or offer for sale goods, wares, merchandise or services at any other place other than from the boat so licensed or from a sales booth operated in connection therewith.
18. **Use of City Water:** No Vessel shall be permitted to use a siphon at any time which is connected with the City water supply, or use the City water supply to force water through such siphon. City water shall not be used as a coolant for air conditioners or other machinery. Air conditioners and water supply hoses must be turned off on unattended Vessels.
19. **Annual Dockage Agreement:** As of July 1, 2018 Annual Dockage agreement applicants will be required to provide two (2) months dockage at the time of signing this agreement as a deposit. The deposit will be applied to the last two months of this agreement or may be held if agreement is renewed. Early termination of this annual agreement by the lessee for any reason by tenant, tenant agrees to forfeit deposit.
20. **Winterfest Boat Parade:** The Winterfest Boat Parade stages at the Downtown New River Docks and Cooley's Landing Marina annually in the month of December. All tenants must agree to evacuate the slip for that day before signing this agreement. **Owner / Agent / Captain Agree to evacuate slip for the Winterfest Boat Parade. Initial:** \_\_\_\_\_

**NOTICE TO VESSEL OWNERS:** The City hereby informs you that in the event you fail to remove your Vessel from City Marine Facilities promptly after the issuance of a tropical storm warning or hurricane watch for south Florida, from Cape Canaveral through the Florida Keys, in accordance with Florida Statute Section 327.59, the City, its employees or agents, is authorized to remove your Vessel, if reasonable, from its dock slip or slips or to take any reasonable actions deemed appropriate by the City, its employees or its agents, in order to better secure your Vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged with a reasonable fee for labor materials or any other fees associated with any such action. The City shall have no liability for damage to property or person resulting from these actions.



## **PARKING RULES AND REGULATIONS**

1. Each vessel docked at the City's Marine Facilities is entitled to one parking space at no additional charge as long as dockage fees are current. Two parking permits may be issued to vessels whose duration of stay exceeds 30 days.
2. All parking permits are valid up to a maximum of five days beyond the date through which dockage fees are paid. Dockage rental fee must be kept current for a violation not to occur.
3. Depending upon space availability, the Supervisor may issue additional temporary day guest permits. All such permits are temporary and revocable at will and shall be surrendered at the request of the Dockmaster.
4. No parking permits will be issued for any period dockage is in arrears.
5. Temporary permits must be displayed on the rearview mirror at all times.
6. Any alteration in display or changes of dates is not permissible and may result in the loss of parking privileges.
7. The Dockmaster's office has no authority to void or negate parking tickets. All disputed parking tickets must be submitted to the Parking Systems office.

Violation of the above rules and regulations, disorder, depredations or indecorous conduct by an owner, crew or guests that might injure a person or cause damage to property or harm the reputation of the City Docking facilities shall be cause for immediate removal of the vessel in question from the dock. Any unused portion of the rental term will not be refunded and shall be retained by the City. City reserves the right to pursue any and all remedies available as a result of violation of these Rules and Regulations.

AFFIDAVIT PURSUANT TO FLA. STAT. SEC. 787.06

EXHIBIT "B"

STATE OF FLORIDA )  
BROWARD COUNTY )

The undersigned, as President of and on behalf of Rubber Duck Holdings, Inc., a Florida for profit corporation, d/b/a Yachtsalesinternational.com 0 ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is UDO WILLERSINN.
2. I am the President of Rubber Duck Holdings, Inc, a Florida for profit corporation, d/b/a Yachtsalesinternational.com and I am the authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts stated are true.

Name of Officer: Udo Willersinn Title: President

Signature of Officer:

Office Address: 400 S.W. 1<sup>ST</sup> Avenue, Suite 1, Fort Lauderdale, FL 3330102801

Email Address: [wendy@yachtsalesinternational.com](mailto:wendy@yachtsalesinternational.com)

Main Phone Number: 954-642-2080

FEIN No. 46-3008127

FURTHER AFFIANT SAYETH NAUGHT.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Udo Willersinn, President of  
 Rubber Duck Holdings, Inc., a  
 Florida for profit corporation

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 8 day of November, 2024, by Udo Willersinn, as President of Rubber Duck Holdings, Inc., a Florida for profit corporation on behalf of Rubber Duck Holdings, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification .

(SEAL)

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of Notary Public - State of Florida

Lacey Meade  
 \_\_\_\_\_  
 Print, Type, or Stamp Commissioned Name of  
 Notary Public

