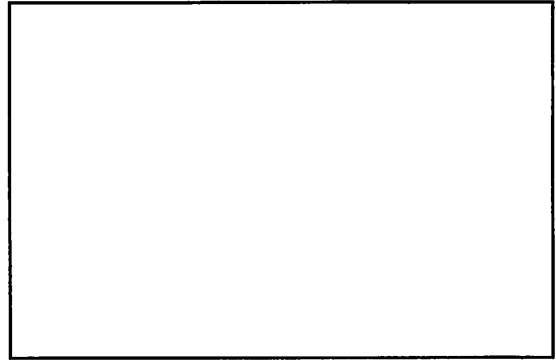


PREPARED BY AND RETURN TO:

Robert B. Dunkel, Esq.
Asst. City Attorney
City of Fort Lauderdale
100 North Andrews Avenue

Folio No: _____



(Space Reserved for Recording Information)

DOCKAGE USE AGREEMENT

THIS IS A DOCKAGE USE AGREEMENT, entered into on 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

WATER TAXI OF FORT LAUDERDALE, LLC, a Florida Corporation, whose address is 1366 SE 17th, Fort Lauderdale, FL 33316, FEI Number 46-4659668, hereinafter referred to as "LESSEE",

CITY owns and operates municipal dockage facilities along the Intracoastal Waterway.

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 Dockage Use Agreement.
2. **Premises.** City agrees to provide dockage to LESSEE for the purposes set forth hereinafter of that certain Premises known as Dock Areas "A" and "B", located at the Southernmost end of the Bahia Mar Yacht Basin, along Seabreeze Boulevard, more particularly depicted and described in **Exhibit "B"** attached hereto and made a part of this Dockage Use Agreement. The Premises are located at street address 1001 Seabreeze Boulevard.
3. **Purpose and Use.** The Premises shall be used for dockage of a maximum of four (4) vessels not to exceed 50ft in length, for purposes consistent with the CITY'S tourist related

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marine use, and the Central Beach SBHMAS zoning district. Such uses may include but are not limited to yacht charter, sightseeing cruises, water taxi operations.

4. Term. CITY agrees to lease the Premises to LESSEE for 12 months, but not extending beyond 12 months beginning March 1, 2023. Either party may terminate this Dockage Use Agreement without cause by giving thirty (30) days advance written notice to the other party as provided herein. In the event of a default in any material provision of this Agreement and such default remains uncured after the time allowed for cure, the non-defaulting party may terminate this Lease upon five (5) days advance written notice to the defaulting party. All subleases shall contain a clause providing CITY the right to terminate the sublease for convenience with thirty-(30) days written notice.

5. Rental Payment. Rent for the Premises, for 2023/2024 shall be paid in equal monthly payments of \$10,000.00 plus utilities and applicable taxes. 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.

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 fire hose boxes 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 require Sublessees to operate vessels at the Premises in such a manner as not to undermine 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 require Sublessees to operate its vessels in such a manner that 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 may be considered in default of this Dockage Use Agreement. In addition, loading of provisions from vehicles is permitted in designated loading zones only; loading on or adjacent to A-1-A or Seabreeze Boulevard 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 or within the Premises. Storing recycled engine oil and petroleum-based products on CITY property is also prohibited. LESSEE may be required to enter into an agreement with a licensed contractor to remove oil and petroleum-based products with the approval of the Marine Facilities Supervisor.

11. Parking. Vehicular parking of agents, employees, contractors, invitees and guests of LESSEE must be in compliance with the requirements of the City's Unified Land and Development Regulations and the Central Beach SBHMA Zoning District and may not be sublet at anytime.

12. Indemnification Against Claims. LESSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Dockage Use Agreement, conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Premises described herein, or the breach or default by LESSEE of any covenant or provision of this Dockage Use Agreement except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair, restoration or use of the Premises described herein, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LESSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Dockage Use Agreement for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

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 Dockage Use Agreement. This Paragraph shall serve as a notice pursuant to Florida State Statute Section 713.10 (2) that no construction lien shall attach to the CITY's interest in the Premises and shall be effective when this Dockage Use Agreement is recorded in the Public Records of Broward County, Florida.

14. Utility and Operating Costs.

- (a) Water service to the Premises shall be supplied and billed to LESSEE by the CITY.
- (b) Electric and all other utility expenses shall be supplied and billed to the LESSEE by the CITY.
- (c) LESSEE 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 in the dumpster provided by the LESSEE on a daily basis at its cost.
- (d) All reimbursable 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 Dockage Use 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 Dockage Use 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 emanations 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 Dockage Use 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 Dockage Use 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 Dockage Use 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 may 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. Possession. Delivery of possession of the Premises to LESSEE shall be made at the time of the commencement of the term of this lease.

21. 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 Bahia Mar Yachting Center and the Central Beach SBHMA zoning district 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.

22. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the LESSEE, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the LESSEE. The LESSEE shall provide the City a certificate of insurance evidencing such coverage. The LESSEE'S insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the LESSEE shall not be interpreted as limiting the LESSEE'S liability and obligations under this Agreement. All insurance

policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the LESSEE for assessing the extent or determining appropriate types and limits of coverage to protect the LESSEE against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the LESSEE. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

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Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

LESSEE waives, and LESSEE shall ensure that LESSEE's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or

damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

LESSEE must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. LESSEE shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. LESSEE shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LESSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of LESSEE following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, LESSEE shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on LESSEE's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

LESSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such

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deductible, co-insurance penalty, self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at LESSEE's expense.

If LESSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, LESSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

LESSEE's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by LESSEE that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, LESSEE must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of LESSEE's insurance policies.

Th LESSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to LESSEE's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is LESSEE's responsibility to ensure that any and all of LESSEE's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LESSEE. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The LESSEE waives, and the LESSEE shall ensure that the LESSEE'S insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or

damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

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- a. The LESSEE shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The LESSEE shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the LESSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the LESSEE following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the LESSEE shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The LESSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the LESSEE'S expense.

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If the LESSEE'S primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the LESSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The LESSEE'S insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the LESSEE that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, LESSEE must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of LESSEE'S insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the LESSEE'S responsibility to ensure that any and all of the LESSEE'S independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the LESSEE.

23. Assignment and Subleasing. This Dockage Use Agreement shall not be assignable or otherwise transferable. LESSEE may sublease the PREMISES to third party vessel owners in connection with LESSEE'S business operations consistent with the terms hereof, only upon the prior written approval of the Marine Facilities Supervisor.

24. Laws and Ordinances. In its use and occupation of the Premises, LESSEE agrees to comply with all applicable laws, statutes, ordinances, rules or regulations promulgated by the federal, state, county, regional or local governments or any of its agencies, departments or subdivisions.

24.1 City of Fort Lauderdale Admiralty and Maritime Dockage Agreement and Dock Rules and Regulations. Attached hereto as Exhibit "A" are the City of Fort Lauderdale's Admiralty and Maritime Dockage Agreement and Dock Rules and Regulations, which are incorporated into this Dockage Use Agreement and made a part hereof. Exhibit "A" must be

executed by the CITY and LESSEE. In the event of a direct express conflict between the terms and conditions contained in Exhibit "A" and the Dockage Use Agreement, the terms and conditions contained in the Dockage Use Agreement shall prevail over any direct express conflicting terms in Exhibit "A."

25. 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, and all applicable governmental regulations.

26. 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 Dockage Use 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 within thirty (30) days prior to termination provides written notice to 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 Dockage Use 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 Dockage Use 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.

27. 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.

28. Lien Provision. In the event of LESSEE'S breach of any of the provisions of this Dockage Use 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.

29. Contractors and Subcontractors. Contractors or Subcontractors 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.

30. Signs and Banners. Any signs or banners on vessels docked on the Premises must comply with CITY'S Code of Ordinances.

31. 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.

32. 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.

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

34. Non-discrimination. LESSEE, in exercising any of the rights or privileges herein granted to him, 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.

35. 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.

36. Non-waiver. The failure of CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Dockage Use 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.

37. 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
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With copy to: City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

LESSEE: William Walker, President
Water Taxi of Fort Lauderdale, LLC
1366 SE 17th Street
Fort Lauderdale, FL 33316

38. 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.

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

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

41. Special Events.

(a) The CITY as the LESSOR, through the Marine Facilities Supervisor, may require the LESSEE to relocate the LESSEE'S vessel(s) to an alternate slip location for special events with ninety (90) 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 and 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) shall be at the sole cost of the LESSEE is not the responsibility of the City in any way.

Dockage Use Agreement
Water Taxi of Fort Lauderdale, LLC
2023/2024 Agreement

(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 Dockage Use 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 Dockage Use 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.

42. Effective Date. This Dock Use Agreement shall be effective upon the date the Dockage Use Agreement and all Exhibits thereto are recorded by the City Clerk in the Public Records of Broward County, Florida at the expense of the LESSEE.

[The balance of this page intentionally left blank]

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

WITNESSES:

Donna Varisco

Donna Varisco

[Witness type or print name]

Wesley Skolnik

[Witness type or print name]

Attest:

David R. Soloman

David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: Greg Chavarria

Greg Chavarria, City Manager

Approved as to Form:

D'Wayne M. Spence, Esq.
Interim City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

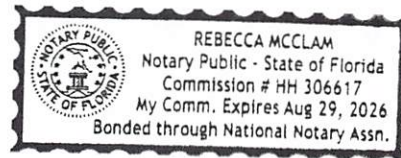
The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online, this 16th day of March, 2023, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Rebecca McClam

Notary Public, State of Florida

Rebecca McClam

Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

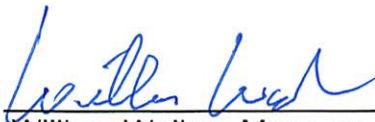
Type of Identification Produced _____

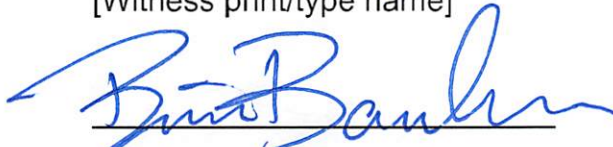
Dockage Use Agreement
Water Taxi of Fort Lauderdale, LLC
2023/2024 Agreement

WITNESSES:

WATER TAXI OF FORT LAUDERDALE,
LLC, a Florida limited liability corporation


CHARLES L. NEELY
[Witness print/type name]

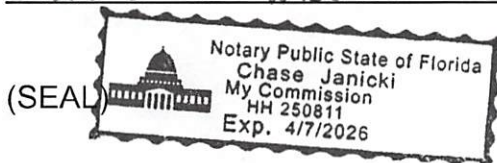
By 
William Walker, Manager


Brian Boucher
[Witness print/type name]

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online, this 10 day of March, 2023 by William Walker as Manager, Water Taxi of Fort Lauderdale, LLC, a Florida limited liability corporation. He is personally known to me or has produced Drivers License W426932583340 as identification.




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

Chase Janicki
Name of Notary, Typed, Printed or Stamped

My Commission Expires: 4/7/26

HH250811
Commission Number

Dockage Use Agreement
Water Taxi of Fort Lauderdale, LLC
2023/2024 Agreement

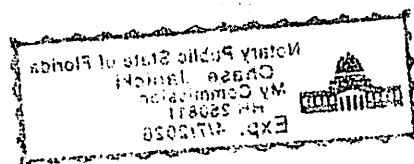


Exhibit A

PHONE (954)763-7611

FAX (954)763-7615

McLAUGHLIN ENGINEERING COMPANY
(L.A. 503)
100 W. 5th AVE
FORT LAUDERDALE, FLORIDA 33301
ENGINEERING - SURVEYING
ELECTRIC - MECHANICAL - CIVIL - P.E. - P.E.C.D. 1000

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

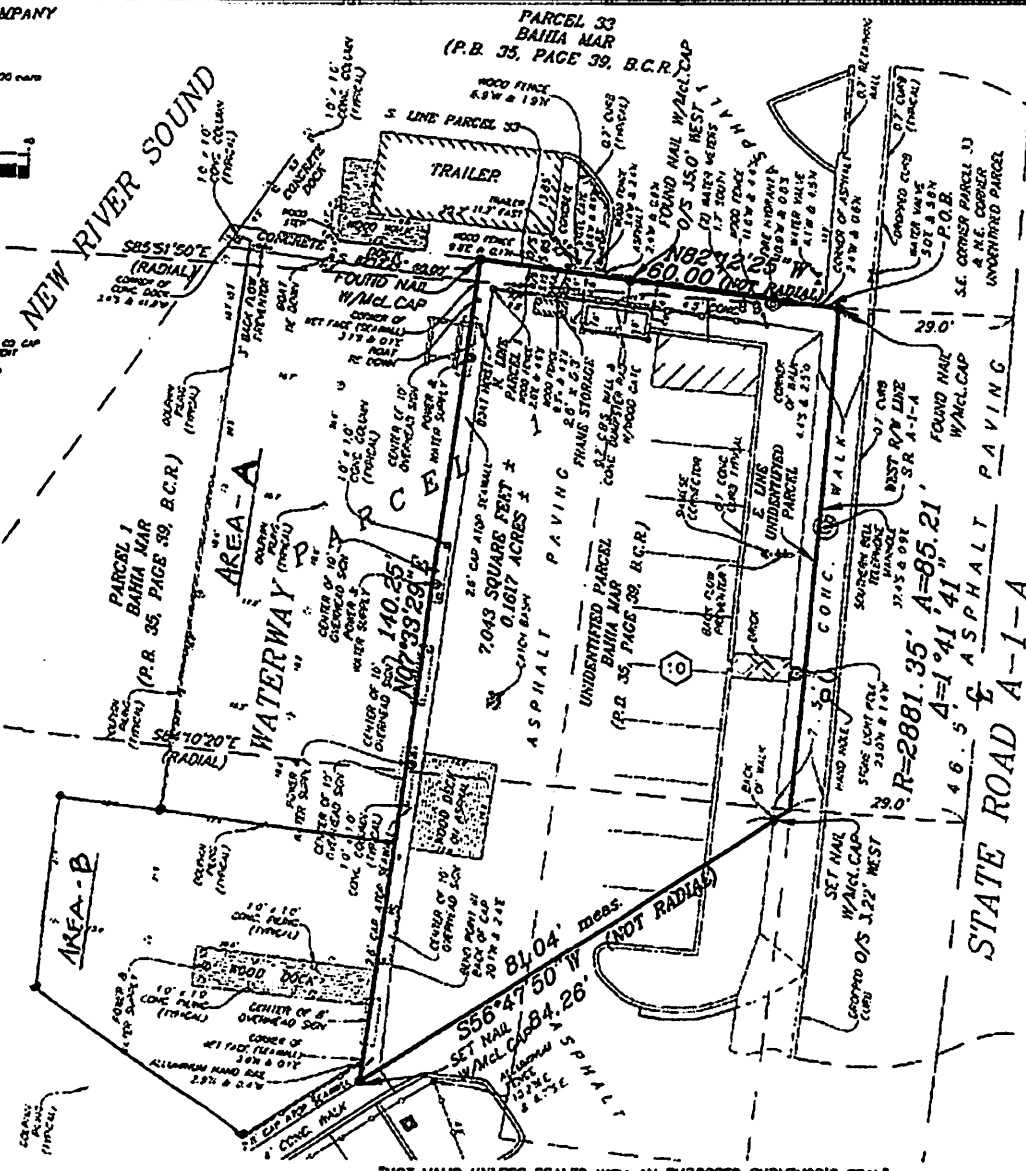
LEGEND

- 1. CENTER POINT (P.C.)
- 2. POINT OF BEGINNING
- 3. POINT OF INTERSECTION
- 4. POINT OF TANGENCY
- 5. POINT OF CURVE
- 6. POINT OF SIGHT
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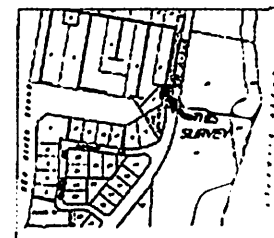
NOTES:

- This survey reflects of easements and rights-of-way as shown on above referenced record plat(s). The subject property was not observed for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- Underground improvements if any not located.
- This drawing is not valid unless sealed with an embossed surveyor's seal.
- Boundary survey information does not infer title or ownership.
- All iron rods 5/8", unless otherwise noted.
- Reference Bench Mark Broward County Benchmark Number 21154, Elevation = 50.33
- Directions shown refer to National Geodetic Vertical Datum (1929), and are indicated UNOS $\pm$, $\angle$ error = 6.40
- This property lies in Flood Zone "AE", Elev. = 6.0', and Flood Zone "X", Elev. = 4.0', per Flood Insurance Rate Map No. 12011C0219 F, Dated August 16, 1993, Community Panel No. 125105, latest Map Dated October 2, 1997.
- Bearings shown herein refer to record plat Bahia Mar (33/35, B.C.R.) and assume the South line of Parcel 1 as North 33°19'42" West

FIELD BOOK NO. 101
JOB ORDER NO. 10000
DRAWN BY: SA



NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL



BLOCK PLAN
SHEET 10 OF 10

BOUNDARY SURVEY

LEGAL DESCRIPTION:

A portion of Parcel 1, BAHIA MAR, according to the plat thereof as recorded in Plat Book 35, Page 39, of the public records of Broward County, Florida

TOGETHER WITH:

A portion of that unidentified Parcel of Land lying East of and adjacent to said Parcel 1, on said plot of BAHIA MAR and all being more fully described as follows:

Beginning at the Northeast corner of said unidentified Parcel of Land, said Point of Beginning also being the Southeast corner of Parcel 33 of said plot of BAHIA MAR, thence North 82°12'24" West, on the South line of said Parcel 33, and on the North line of said Parcel 1, a distance of 60.00 feet; thence South 07°33'29" West, a distance of 140.25 feet; thence North 56°47'50" East, a distance of 84.26 feet to a point on the East line of said unidentified parcel, said point also being on the West right-of-way of State Road A-1-A, and a point on a curve, a radial line to said point bears South 84°10'20" East; thence Northerly on said West right-of-way line and said curve to the left, with a radius of 2881.35 feet, a central angle of 01°41'30", on an arc distance of 85.07 feet to the Point of Beginning.

Said land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 7.043 square feet or 0.1617 acres more or less.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 51-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

Dated at Fort Lauderdale, Florida, this 29th day of July, 2010

McLAUGHLIN ENGINEERING CO.

Carl E. Albrekisen
CARL E. ALBREKISEN
Registered Land Surveyor No. 4165
State of Florida

Exhibit B

City of Fort Lauderdale Marine Facilities

Admiralty and Maritime Dockage Agreement

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:

- The above recitals are true and accurate and are incorporated in this Agreement.
- 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.
- There is no agreement to create a bailment of the Vessel, nor do the parties intend to create a bailment of the Vessel.
- 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.
- 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.
- This Agreement is effective for the period specified above and shall remain in effect unless terminated pursuant to the terms of the Agreement.
- 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.
- 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.
- 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.
- This Agreement may be terminated prior to the expiration date upon occurrence of the following conditions:
 - By the City for breach or forfeiture of any of the covenants or provisions of this Agreement by Owner.
 - By written notice of termination without cause by the City to the Owner.
 - By Owner upon written notice accompanied by tender of all unpaid fees or charges, if any.
 - 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

**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 green 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.



DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

1L

TODAY'S DATE: 3-13-23DOCUMENT TITLE: Lockhart Use Agreement - Water Tax
of Ft. LauderdaleCOMM. MTG. DATE: 3-8-23 CAM #: 23-0206 ITEM #: CM-2 CAM attached: ☒ YES ☐ NORouting Origin: CAO Router Name/Ext: Edica/6088 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 3-15-23 Attorney's Name: D. Wayne M. Spore Initials: _____3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 03/14/234) City Manager's Office: CMO LOG #: MAR-37 Document received from: CCO 03/14/23Assigned to: GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☐ CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 originals to: Edica/6088 (Name/Dept/Ext)Attach _____ certified Reso # _____ ☐ YES ☐ NOOriginal Route form to CAO Edica H.
xt. 6088