

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.

Start Date: _____ End Date _____ Number of Nights: 1 Account No.: 0
Vessel Name : _____ State/Federal Registration #: _____ Boat Type:Power or Sail Customer Category: Subaccount
Length Overall: _____ Beam : _____ Draft: _____ Facility &Slip No.: ____ Utilities: Min:_____ 30amp _____ 50amp _____ 100amp _____ 3phase _____ 480V _____
Owner’s/Captain’s Name: _____
Address: _____
Telephone: _____ Home: _____ Business: _____ Email: _____
Boat U.S. Number and Expiration: _____
Credit Card Number: Visa / MasterCard Number: _____ Exp: _____

- 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.
 - 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 supersedes 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 & Authority or Title) (Print Name)
By: _____ By: _____

City of Fort Lauderdale Marine Facilities

Admiralty and Maritime Dockage Agreement

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Dock Rules and Regulations

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).
- 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.
- 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.
- 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.
- 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.
- Tipping:** Tipping of dock staff is prohibited.
- 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.
- Utility Failure:** City is not responsible for any utility failure or damages that may result there from.
- 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.
- 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.
- 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.
- 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.

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

- 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.
- 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.
- 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.
- No parking permits will be issued for any period dockage is in arrears.
- Temporary permits must be displayed on the rearview mirror at all times.
- Any alteration in display or changes of dates is not permissible and may result in the loss of parking privileges.
- 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.