

**LAKE PARK HARBOR MARINA TRANSIENT DOCKAGE
AGREEMENT
(For Short Term Dockage Use Consisting of One to Ten Days Only)**

THIS DOCKAGE AGREEMENT (the Agreement) is made by and between the Town of Lake Park, Florida (hereinafter referred to as "Town"), the owner and operator of the Lake Park Harbor Marina (hereinafter referred to as "Marina"), located at 105 Lake Shore Drive, Lake Park, Florida 33403, and _____, who is the owner of the Vessel as more specifically described herein (hereinafter referred to as "Tenant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Tenant referenced in paragraph 1 agrees to the terms and conditions contained herein pertaining to the dockage of the vessel referenced in paragraph 2 at the Marina:

1. TENANT:

Owner Name(s): _____ Home Phone: _____

Billing Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____

Cell Phone (w/Area Code): _____

Email: _____

Emergency Contact: _____

Cell Phone (w/Area Code): _____

Email: _____

2. TENANT'S VESSEL: (photo copy of the current Registration and/or Documentation document must be submitted with this Dockage Agreement)

Vessel Name: _____ Make: _____ Year: _____

Registration/Documentation
No. _____ Length: _____ Beam: _____ Draft: _____

3. VESSEL INSURANCE (Proof of insurance required before occupancy commences)

Carrier: _____ Policy No: _____ Exp. Date _____

Agent Name: _____ Phone No: _____

PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE TENANT SHALL PROVIDE THE MARINA DIRECTOR WITH A COPY OF AN INSURANCE CERTIFICATE EVIDENCE THAT THE TENANT MAINTAINS LIABILITY COVERAGE FOR THEIR VESSEL.

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Initialed by Vessel Owner: _____

REVISED 1/23/2019

Previous editions obsolete

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FOR MARINA OFFICE USE ONLY

Arrival Date: _____ Departure Date: _____ No. of Nights: _____

Dockage charges: \$ _____ Sales tax: \$ _____

Utility fee: \$ _____ Total: \$ _____

Credit Card #: XXXXXXXXXXXXXXXXXX Exp. Date: XXXXXX

Visa MC Amex (please circle one)

Electronic Entry Card No(s): _____

Items borrowed from the Marina must be returned directly to the Marina staff prior to departure. By signing this Agreement, Tenant hereby authorizes the Town to charge \$25.00 to Tenant's account for Tenant's failure to return any Marina property.

CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE IN ADVANCE UPON THE EXECUTION OF THIS AGREEMENT

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4) The Tenant represents that information contained in this Agreement is true, correct and accurate and shall update the information contained herein. If there is more than one owner of a Vessel, then the obligations and liabilities of the owners shall be joint and several.

5) It is understood and agreed that this Agreement is for the above described Vessel only and is personal to the Owner of the Vessel, whether that owner be an individual or a 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 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 Tenant and his or her family, paid crew and bona fide guests while located in the Marina. Tenant agrees to advise the Town of any legal change or ownership or rental of the Vessel, or of a change in ownership of the corporate entity while subject to the 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 Town to furnish dockage to any of the partners other than the original signatory of the Agreement if the partnership is dissolved for any reason whatsoever.

6) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenant is responsible for any damage caused by wakes from its Vessel's operation. Only bona fide [tenders] which normally reside aboard or are normally towed may be tied alongside or astern of the Vessel, but tenders may not protrude beyond the limits of the slip. Tenders may not be left alone or unattended for any period without permission of the Marina Director or designated staff.

7) The Tenant shall comply with any and all applicable maritime laws, statutes, codes/ordinances, laws, rules and regulations of the Town, the state of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.

8) Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, the Tenant shall be subject to such fines, or such other civil and criminal penalties as may be imposed by the Town and/or any other governmental authorities with jurisdiction. The Tenant and/or any other person on the Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant agrees to pay the Town's reasonable fees for Town staff, or its agents' labor and materials to administer first responder clean up actions. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation,

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generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.

9) The Tenant shall be solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, Vessels, personal and other property, piers, docks and Town property caused by the Tenant and/or the Tenant's Vessel. The Town disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Town, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein shall be deemed to also absolve the Town's elected and appointed officers, agents, employees and representatives from liability.

10) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Town harmless and to protect, indemnify and defend the Town and its elected and appointed officers, employees, agents from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, animals, and specifically including the negligence of the Town, its elected and appointed officers, agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.

11) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Town shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Town shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Town or its Marina employees of any keys and/or lock combinations does not constitute an assumption of a bailment relationship.

12) Short term habitation on boats may be allowed with the prior written approval of the Marina Director.

13) The Tenant hereby agrees that the Slip assigned to Tenant for dockage shall be used at the Tenant's and the Tenant's guests and invitees sole risk.

14) It is further agreed that even though the Town may, from time to time, provide security guards and/or other security devices and measures, the Town is under no duty or obligation to do so, and the security of the Vessel and its appurtenances and contents is the sole risk and responsibility of the Tenant.

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15) The Town shall have a lien against the above described Vessel, her appurtenances and contents, for unpaid sums due under this Agreement and for use of dock facilities or services, or damage caused or contributed to or by above Vessel or by Tenant, or his agents, employees and guests, to any dock and property or person of the Marina, its employees and agents. The Town shall have a right to all remedies available to it, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against Vessel as described under the Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure. Tenant further consents to appointment of the Town as the substitute custodian in any proceeding commenced by Town hereunder in the U.S. District Court and agrees to pay Town for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

In the event this indebtedness is turned over to a collection agency the Tenant of said Vessel shall be responsible for all collection fees in addition to principle balances owed and taxes. If the Vessel is arrested through an "In Rem" proceeding the Tenant shall be responsible for all reasonable attorney fees, and costs, including but not limited to, Federal Marshall fees, Substitute Custodial fees, fees, and Court costs and interest.

Tenant agrees to pay all expenses and costs incurred by the Town in enforcing any of the terms and conditions of this Agreement, including, but not limited to, the cost of removal and storage of the Vessel and any reasonable attorney's fees and costs. The parties hereto expressly agree that all legal expenses incurred by Town in the enforcement of rights under this Agreement, including rights to liens, maritime, possessory and otherwise, shall be paid by Tenant and may be included, at Town's option in the amount of any lien, state or federal, which Town may have against Tenant or Vessel. Further, in the event that Town, at the expense or implied request of the Tenant, written or oral, furnished, in addition to the use of space contracted for hereunder any supplies, including fuel, maritime hardware, accessories or other goods or materials, or performs services of any sort whatever, including repairs relating directly or indirectly to said Vessel, or for the benefit of the Town a lien under state and federal law, including, specifically a federal maritime lien in the amount of said charges to the fullest extent permitted by law, and shall also entitle the Town to all remedies available under state or federal law. All reasonable legal fees incurred by Town in obtaining payment and said charges, including legal fees incurred by Town in obtaining payment of said charges, including legal fees incurred in any lien action, shall be paid by Tenant and shall be treated in the same manner as above provided legal expenses incurred by Marina in enforcing rights to recover unpaid rental fees.

16) In the event that the Town is required to enforce the terms of this Agreement in other than litigation proceedings, such as to collect any charges, including past due charges, the Town shall be entitled to recover the attorney's fees and costs it incurs in connection therewith. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, through the appellate levels.

17) The Town makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Town warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards.

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All ingress and egress to the Marina, and within the Marina, including the Tenant's Slip is at Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.

18) Tenant acknowledges and agrees that the Town shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, or applicable laws. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration of the Term, or pursuant to the termination of this Agreement, or if the Town determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Tenant by execution of the Agreement authorizes the Town to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any Vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the Tenant's real property. In addition, the Tenant shall be liable to the Town, in addition to any and all other charges due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related charges are paid in full to the Marina.

19) This Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by the authorized representatives of the Town and the Tenant. Tenant acknowledges and agrees that the Town reserves the right to amend, supplement and/or restate from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Town.

20) Tenant shall notify the Marina by communication to the Marina Director's Office, either by written or electronic communication when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its Vessel by third parties and/or outside contractors shall be limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

21) Noise shall be kept to a minimum at all times. Tenant shall not permit the Vessel to make any noise, emission or other disturbance that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise. Rigging shall be secured to prevent slapping. Masts with self-storing sails shall have stoppers.

22) The extent of Vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted in accord with the Town of Lake Park, Code of Ordinances, Section 75-85. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is permitted and any such activity is cause for

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immediate termination of this Agreement. No outside contractors of any type are permitted to work on any Vessels docked at the Marina without the express written authorization of the Marina Director. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

23) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all Vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Bait freezers, fish boxes and coolers are not allowed to be stored on walkways, docks or finger piers. Tenant shall not acquire or install a dock box unless it is approved in advance by the Marina Director. Tenant hereby authorizes the Marina Director or his designee to remove any unauthorized items.

24) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Marina Director may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another Tenant's access to its Vessel.

25) Any violation of the terms and conditions contained herein, or any, disorder, indecorous conduct whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, as determined by the Marina Director in his sole discretion shall be sufficient cause for the immediate termination of this Agreement without liability to the Town. Upon termination of the Agreement, the Town may cause the immediate removal of the Vessel.

26) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and Tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period. In the event of impending severe weather, as described above, or other emergency conditions as determined by the Marina Director or the Town, in its sole discretion, reserves the right to move or evacuate the Vessel, or take such other actions as the Town or Marina Director deem appropriate at Tenant's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY THE TOWN, OR THE MARINA DIRECTOR, AND THE TOWN SHALL NOT BE DEEMED A BALEE OF THE VESSEL. Tenant agrees to reimburse Town for any and all cost it incurs on Tenant's behalf in emergency situations.

NOTICE TO VESSEL OWNERS: The Town hereby informs you in the event you fail to remove your Vessel from the Marina 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 State Statute Section 327.59, the Town, its employees or agents is authorized to remove your Vessel, provided the Town determines it can reasonably do so

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from its Slip or Slips or to take any reasonable actions deemed appropriate by the Town, its employees or agents in order to secure Tenant's Vessel and to protect Marina property, private property, and the environment. Tenant further notified that you may be charged with a reasonable fee for labor and materials or any fees associated with any such action. The Town shall have no liability for damage to property or person resulting from these actions.

I HAVE READ THE TERMS SET FORTH IN THIS AGREEMENT AND UNDERSTAND ALL RULES AND REGULATIONS. I AM ACTING AS TENANT OR HAVE BEEN AUTHORIZED BY THE TENANT TO ENTER INTO THIS AGREEMENT. I UNDERSTAND THAT THE TOWN OF LAKE PARK SHALL HAVE A LIEN UNDER BOTH STATE AND FEDERAL LAW, INCLUDING SPECIFICALLY A FEDERAL MARITIME LIEN AGAINST THE VESSEL WHICH IS THE SUBJECT OF THIS AGREEMENT FOR ALL UNPAID CHARGES AND I HEREBY GIVE PERMISSION FOR THE TOWN OF LAKE PARK TO HOLD THE VESSEL BY ANY MEANS NECESSARY UNTIL SUCH CHARGES ARE PAID IN FULL.

IN WITNESS THEREOF, the parties hereto have affixed their signatures on the above first written.

TOWN OF LAKE PARK

TENANT

By: _____
Marina Director

By: _____

Date: _____

Date: _____