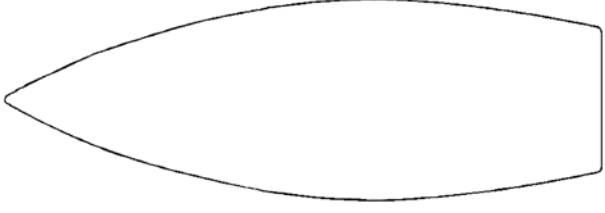




# St. Augustine Municipal Marina User License Agreement



OWNER INFORMATION			
OWNER'S NAME (PLEASE PRINT)		VESSEL REGISTRATION #	
STREET ADDRESS		CITY	STATE
		ZIP CODE	
HOME TELEPHONE	BUSINESS TELEPHONE	CELLULAR TELEPHONE	E-MAIL ADDRESS
EMERGENCY CONTACT INFORMATION			
EMERGENCY CONTACT NAME		EMERGENCY CONTACT TELEPHONE NUMBER	
VESSEL INFORMATION			
VESSEL NAME		VESSEL REGISTRATION/DOCUMENTATION NUMBER	
LENGTH (INCLUDING BOW SPRIT, DAVITS, ETC.)	VESSEL MAKE	INDICATE ON DIAGRAM BELOW THE LOCATION OF YOUR HOLDING TANK DECK FITTING(S) 	
BEAM	VESSEL COLOR		
DRAFT	VESSEL YEAR		
AMPERAGE <input type="checkbox"/> 30 <input type="checkbox"/> 50 <input type="checkbox"/> 100	VESSEL TYPE <input type="checkbox"/> Power <input type="checkbox"/> Sail		
DINGHY INFORMATION			
DINGHY DOCKAGE <input type="checkbox"/> Yes <input type="checkbox"/> No	DINGHY REGISTRATION NUMBER	DINGHY LENGTH (MAXIMUM 12')	DINGHY TYPE

By signing below I acknowledge that I am the Owner or that I am the Authorized Agent or Representative of the Owner for the vessel described above and that the Owner and I shall be responsible for compliance with all terms and conditions as stated in the current "St. Augustine Municipal Marina User License Agreement" including, but not limited to, all associated dockage and mooring fees, insurance requirement of \$300,000 general liability insurance including salvage/environmental cleanup and maintaining vessel operability.

I acknowledge that I have read the entire St. Augustine Municipal Marina User Agreement, fully understand all of the terms contained in that document, ratify and do accept the terms and provisions of the Agreement and agree to be bound by those terms.

I agree to abide by all of the terms and conditions of the "St. Augustine Municipal Marina User License Agreement." The User License Agreement includes policies which may be changed without notice. I further acknowledge and understand that it is my responsibility to obtain and follow said policies as stated in the latest issue of same. I understand that a current copy of the "St. Augustine Marina User License Agreement" is available from the Municipal Marina Office or at [www.staugustinemarina.com](http://www.staugustinemarina.com) on a daily basis.

**Please Note:** Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. The executed Municipal Marina "User License Agreement", insurance records and Municipal Marina electronic records (excluding credit card information) are considered official government business. Therefore it may be subject to public disclosure.

**Mooring Customers:** Due to local conditions, there may be periods of opposing winds and tidal currents. When these conditions are present, the mooring ball and ground tackle may come in contact with the vessel. The City of St. Augustine is not responsible for any damages or failures resulting when these conditions are present.

LICENSEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MARINA USE ONLY			
SLIP/MOORING ASSIGNMENT		DURATION <input type="checkbox"/> Hourly <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	CABLE TV <input type="checkbox"/> Yes <input type="checkbox"/> No
DATE OF ARRIVAL / /	TIME OF ARRIVAL <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF DEPARTED / /	TIME OF DEPARTURE <input type="checkbox"/> AM <input type="checkbox"/> PM



INVOICE / DAYS	INVOICE / DAYS	INVOICE / DAYS	INVOICE / DAYS
/	/	/	/
/	/	/	/

Marina Attendant: \_\_\_\_\_

**USER LICENSE AGREEMENT:** This agreement is made and entered into on this date between the City of St. Augustine (the "City" or "Marina") and the person whose name and address is shown as Owner (the "Licensee") on the Customer Information Form and is an Admiralty and Maritime Ship/Space Rental Agreement under the General Maritime Laws, Statutes and Codes of the United States of America. Licensee agrees to provide written notice of any change in any of the information furnished by the Licensee within ten (10) days of such change. If a new User License Agreement is not completed by the Licensee within the 10 days provided, the terms and conditions of the existing User License Agreement shall stay in effect including any revisions or updates. The requirement and provision for \$300,000 General Marine Liability insurance coverage naming "The City of St. Augustine" as additional insured shall also remain in effect.

This agreement does not create a bailment of the vessel nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by vessel Licensee for his/her vessel. There is neither temporary nor permanent dominion nor control exercised over said vessel by City, but said control is to remain in vessel Licensee at all times. This agreement is for the use of space only and such space is to be used at the sole risk of Licensee. The City shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time. This agreement creates a license for rental of a mooring ball or dock space by the Licensee for a specific vessel at the Licensee's sole risk. This agreement creates neither temporary or permanent domain nor any control exercised over said vessel by the Marina, but said control shall remain with the Licensee at all times. The Marina shall not be liable for care or protection of the vessel including any gear or equipment at any time. Licensee acknowledges that he/she has inspected the mooring ball or dock space and is satisfied that it is safe and suitable for use. Licensee further agrees that he/she has examined the Marina premises to his/her satisfaction prior to the execution of this License Agreement and is satisfied with the physical condition of the premises and agrees that the premises are in a safe condition and in good repair.

**RELEASE OF LIABILITY AND INDEMNITY:** Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges the City of St. Augustine and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss regardless of how slight, including loss of life, or damages to person or property, including, but not limited to, damages caused by the Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, where negligent or intentional. This Release of Liability and Indemnity Provisions expressly applies to property loss of any type, property damage due to fire, theft, collision or property loss of any type to the Licensee's vessel, motor, sails, furniture, equipment, tackle or appurtenances or to any property contained in or on the Licensee's vessel or on the Marina premises or to personal property of others on the vessel or the Marina premises. Licensee shall be liable to the Marina for any personal injury, loss of life or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants or invitees. Licensee agrees that he and his vessel shall be responsible for any damages caused to any property of the City as a result of any collision, impact or otherwise by the Licensee's vessel and the Municipal Marina. Whether the Licensee has privity and knowledge of facts, manner or negligence causing the damages of the vessel, the Licensee agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the vessel. Licensee further agrees to defend, indemnify and hold the Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Licensee's actions or property, regardless of the Marina's negligence. The City shall not be responsible for electrical interruptions or outages or the results of damages therefrom. This paragraph shall survive the expiration or termination of this agreement.

#### **USER LICENSE AGREEMENT CONDITIONS**

As used herein, "Licensee" shall mean the vessel owner, his/her/its directors, officers, agents, guests, employees, personal representatives, heirs and assigns. "Marina" and "City" shall be used interchangeably and shall mean the City of St. Augustine and all associated uplands, docks, buildings, facilities, mooring fields or submerged land owned or leased or otherwise under the management the St. Augustine Municipal Marina or the City of St. Augustine.

"Vessel", is synonymous with boat as referenced in s. 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation of water.

#### **1. COMPLIANCE WITH LAWS:**

- A. Licensee agrees that his/her use of the Marina facilities, and any use by his/her guests or other vessel occupants, will comply with all Federal, State, County and City laws and ordinances, especially those pertaining to waterways, vessels, marinas, navigation and boating.
- B. Only recreational/pleasure vessels which comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the Marina.

- C. Only those commercial vessels which have been approved by the City shall be allowed to dock, moor or conduct their business from the Marina facility.
- D. State and local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.

#### **2. PAYMENT OF FEES AND LATE PAYMENTS:**

- A. Payments shall be made in advance and are due at noon on the due date of the agreement. If payment is more than ten (10) days past due, the Marina shall charge a five percent (5%) penalty. If payment is delinquent, the Licensee shall be notified by mail at the last address provided to the Marina. If total payment is not received within fifteen (15) days of the notice, the Marina shall summarily revoke this license, order the removal of the vessel and terminate this agreement as provided below.
- B. If Licensee becomes delinquent on payments, Licensee agrees to allow the Marina the right to take over the property of the Licensee and to secure that property to the space occupied or to store the property in any other location deemed appropriate by the Marina.
- C. Unless specifically authorized by the Marina, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.
- D. Weekly and daily payments are made in advance and are due by noon on the following due date. There is no grace period.
- E. Weekly and daily license fees can not be converted to a monthly rate.
- F. There are no refunds for any portion of unused time.

#### **3. INSURANCE:**

- A. Licensee shall be required to carry at all times \$300,000 General Marine Liability Insurance that includes salvage and environmental cleanup. The City of St. Augustine must be named as "Additional Insured".
- B. Noncompliance with this policy shall constitute an immediate revocation of the User License Agreement. At that time the vessel must vacate the city owned slip or mooring.

#### **4. SPACE ASSIGNMENT:**

- A. Any person wishing to use a mooring or dock space must contact the Marina during business hours to apply for and obtain a User License and receive a space assignment. An application must be made on a form supplied by the Marina. The Marina reserves the right to issue or deny a license to any person for any reason.
- B. Licensees with foreign-registered vessels must provide a copy of their valid United States Cruising Permit.
- C. Spaces are assigned at the sole discretion of the Marina, and assignments may be changed at any time.
- D. Space shall be assigned on a first-come, first-service basis.
- E. Vessels must be physically located within the Matanzas Harbor to receive an assignment, and then immediately proceed to occupy the space.
- F. Check-out time for moored or docked vessels is noon on the due date. Vessels still occupying the space beyond this time will be charged accordingly.

#### **5. VESSEL PROPULSION AND LIGHTING:**

- A. Only vessels with their own propulsion system capable of the use for which it was designed shall be licensed to use the Marina facilities. When designed without machine propulsion, a vessel must be capable of propulsion by sail at all times.
- B. The Licensee may be asked to prove vessel operability at any time by the Harbormaster or his designee. Should the vessel be inoperable or unable to navigate under its own power at the time of inspection, the Licensee shall be in violation of the User License Agreement. This violation of the User License Agreement shall constitute revocation of the User License Agreement and the Licensee must vacate the city owned slip or mooring.
- C. Matanzas Harbor is not exempt from the requirement of an anchor light on vessels while at anchor (Refer to 1972 COL-REGS demarcation lines for the Florida Keys).

#### **6. VESSEL LENGTH AND RAFTING:**

- A. Measurements shall be from the stem to stern as defined by Chapter 327, Florida Statutes, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel.
- B. Vessels using the dinghy dock are limited to 12 feet in length, unless approved by the Harbormaster.
- C. Rafting of vessels shall be limited to one dinghy or tender (12 feet or less). Additional vessels must be approved by the Harbormaster.
- D. Mooring balls are engineered for the use of one (1) vessel. At no time shall two (2) vessels raft to each other or be attached to a single mooring ball.

#### **7. HOLDING TANK AND PUMP-OUT REQUIREMENTS:**

- A. Federal law states that untreated sewage can not be discharged in any inland and coastal waters. This means the sewage from a portable toilet or Type III holding tank cannot be discharged overboard unless you are in the ocean and more than 3 miles offshore.
- B. Vessels must comply with City, State and Federal regulations pertaining to Marine Sanitation Devices and sewage discharge at all times. Type III MSDs shall be shut-off to the outside by securing the "Y" valve in the appropriate position for onboard storage of waste. All through-hull sea cock connections must be sealed.

- C. Holding tanks can be pumped-out free of charge and long term vessels may be pumped-out at least once weekly.
- D. Vessels must be clear of obstructions (solar panels, kayaks, jugs, etc.) which inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.
8. **VESSEL INSPECTIONS:** All vessels are subject to inspection by Marina or official enforcement agency personnel at reasonable times. Inspections may be comprised of:
- A. A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.
- B. A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.
9. **ENVIRONMENTAL PROVISIONS:**
- A. Licensees and their vessels must comply with all City, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, oily bilges or raw sewage will not be discharged into City waters.
- B. Licensee shall be legally and financially responsible for the environmental clean-up, recovery costs and damages related to any illegal discharge into City waters arising out of this User License Agreement at the locations of and the use by the Vessel of Marina Facilities. Costs include, but are not limited to, those expenses incurred from sinking, fuel, chemical or waste spill or any other substance or material found to be harmful or classified as a pollutant or "illegal discharge" by the United States Coast Guard or the Florida Department of Environmental Protection.
- C. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while at the Marina and in City waters. As required by Florida Department of Environmental Protection (DEP), the use of detergents containing ammonia, sodium hypochlorite, Clorox or chlorinated solvents, petroleum distillates or lye while on City waters is prohibited.
- D. No refuse garbage or solid waste shall be disposed of or thrown overboard into City waters. Any discharge of pollutants into City waters is prohibited and shall be reported immediately to the United States Coast Guard and the Florida DEP.
- E. The feeding, watering or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing from moored vessels is prohibited. The use of chum or other organic fish attractors in the water is prohibited.
- F. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminants into City waters or the air and does not disturb the public peace or tranquility of any person. Work that produces dust or scrapings shall be immediately removed by a vacuum cleaner.
10. **WASTE DISPOSAL AND RECYCLING:**
- A. Trash receptacles and dumpsters are to be used for normal household type garbage only. Do not put flammable or hazardous material, wood, metal, construction debris or large objects in the receptacles or dumpsters.
- B. Recyclable materials must be placed in the appropriate bin, consistent with labeling.
- C. Licensee is responsible for removing from the premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.
- D. Used oil, gasoline, diesel, anti-freeze, filters and batteries may be brought to the Marina office for disposal during business hours only. Any unauthorized dumping or drop-offs will be reported to law enforcement.
11. **GENERAL RULES AND REGULATIONS:**
- A. Swimming and diving are not permitted from the Marina mooring balls, docks, docked vessels or Marina uplands.
- B. Fishing is not permitted from any dock, pier, sea wall or marina uplands. Fishing is permitted from registered vessels only while docked at the Marina. Fishing is permitted from vessels moored in the mooring fields provided there is no interference with other vessels in the area. The Harbormaster may at any time restrict fishing from any vessel whether moored or docked at the Municipal Marina.
- C. Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage and all other obstructions at all times and decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.
- D. Motorized vehicles of any sort, except motorized wheel chairs or scooters to assist the ambulatory disabled, are not allowed on the docks.
- E. Barbeque grills (propane or other) and/or open fires are not permitted on docks in the Marina. This prohibition does not include galley stoves.
- F. Use of Marina electrical outlets for the operation of power tools, battery chargers, welders, etc. is prohibited except by permission from the Harbormaster.
- G. All marina docks are closed to the public and commercial operations after 10:00 p.m. Licensees shall be considerate of others and keep noise to a minimum. Between the hours of 10:00 p.m. and 7:00 a.m., noise must be kept below 60dBa, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators all in accordance with City Code, Chapter 11, Section 11-88. Standard portable or "construction" generators are prohibited from operation at any time, except for temporary use approved by the Harbormaster.
- H. Licensee must notify the Marina office, in writing, when visitors are permitted to use the Licensee's vessel. The Licensee is responsible for all guests and shall immediately inform them of and have them read and understand a copy of the Marina User Agreement.
- I. All signs of any kind placed on or adjacent to moored vessels shall meet the requirements of the City Code.
- J. Continuing infractions of the rules and regulations contained herein as established and adopted by the City Commission shall, at the option of the City, result in cancellation of this License Agreement after which the Licensee shall remove his/her vessel from the premises.
- K. Licensee agrees to temporarily vacate the premises for planned special events as directed and determined by the City.
- L. No vessel may be moored at a berthing space or adjacent area or mooring field unless a current Municipal Marina User License Agreement is in effect between the Licensee of the vessel and the City.
- M. Guests checking out of the Marina shall report to the Marina Office and settle their account prior to departure. Licensee shall notify the Marina Office prior to removing their boat permanently from the Marina or mooring field.
- N. All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
12. **VESSEL MAINTENANCE AND CONTRACTORS:**
- A. A Licensee may work on his or her own vessel providing such work, in the sole judgment of the Harbormaster, does not interfere with the rights, privileges or safety of other persons, Licensees or property. Marina staff must be informed of all vessel repairs and any maintenance that could impact the Marina.
- B. No major repairs, refinishing or re-fitting vessels will be allowed in the Marina.
- C. Licensee is required to notify the Marina when he/she expects workmen to be onboard and the nature of work to be performed. The City requires any contractor for hire, craftsmen or any other person performing any work whatsoever on Licensee's vessel while in or on the premises of the Marina, including City-owned or leased submerged lands and uplands or mooring fields to first provide the Marina all evidence of occupational licensing, and any other documentation required by Marina policies, including, but not limited to, certification of workman's compensation and liability insurance coverage in the amount of \$1,000,000 and lists same as additional insured, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions will require the Licensee to remove the vessel from the premises.
13. **DINGHY OPERATION AND DOCKAGE:**
- A. All dinghies must be registered with the Marina office and display a current Marina tag.
- B. Licensee will obey all posted speed limits while operating their dinghy or any other vessel. Posted speeds are "Slow Speed - Minimum Wake".
- C. Dinghies shall be docked only in the areas designated for its specific type.
- D. Dinghy painters must be between four feet and six feet long, including locks or cables.
- E. Motors must be kept in the down position while at the dinghy dock.
- F. Dinghy repairs and maintenance will not be allowed on Marina property.
14. **MOORING BALL ATTACHMENT:**
- A. Mooring ball pick-up lines are provided for convenience but shall not be brought on board and attached directly to the vessel itself. Licensee must provide attachment lines to secure the vessel to the pick-up line.
- B. Attachment lines shall not be affixed to any portion of the mooring system other than the eyelet at the end of the pick-up line.
- C. Attachment lines must be in good condition, at least ½ inch in diameter and no longer than four feet in length.
- D. There shall be no changes, modifications or alterations made to the mooring anchor, hard or soft tackle, or pick-up line.
- E. There shall be no anchoring within the mooring field or placement of accessory anchors for any reason.
- F. The use of any hard tackle such as shackles, snap hooks, thimbles or chain to attach to the mooring system is prohibited.
- G. Any Licensee mooring in contravention to these rules or in neglect of any precaution which may be required by the ordinary practice of seamanship will be required to move immediately when requested to do so by the Marina and may be subject to the termination of this User Agreement.
15. **PETS:**
- A. All pets must be leashed or contained when off the vessel in accordance with City Code, Chapter 5, Sections 5-46 and 5-47.
- B. Pets which are loud, disruptive and may be considered threatening to other animals and humans will not be allowed on Marina grounds.
- C. Pet waste must be picked-up and properly disposed of in accordance with City Code, Chapter 5, Section 5-50.
- D. Pets may not be washed or groomed inside any Marina building, including the shower or rest room facilities, and any pet washing or grooming on Marina uplands must be first approved by the Harbormaster.

**16. BICYCLES/SCOOTERS/PERSONAL TRANSPORTERS (SEGWAYS):**

- A. Bicycles must be stored in the bicycle racks provided by the Marina. Bicycles shall not be secured to parking meters, street signs, palm trees or any other permanent structure on Marina or City owned property.
- B. Bicycles are not allowed inside Marina buildings or on docks, ramps, and gangways, except when walked for purposes of loading or unloading onto a vessel.
- C. Bicycle repairs are not allowed on Marina property unless approved by the Harbormaster.
- D. Scooters shall be identified as such if the engine size is 49cc's or less. Only scooters which belong to current registered guests shall be allowed to park on Marina grounds. Scooters must be parked in the Marina bike rack area. Scooters larger than 49cc's shall be considered motorcycles and must be parked on the street and follow standard City parking regulations.
- E. Personal Transporters shall not be ridden on the docks unless ambulatory in nature and should not be left on docks or finger piers. Any change to the above rules must be approved by the Harbormaster.
- F. The Municipal Marina and the City of St. Augustine shall not be responsible for any accident or personal injury while operating vehicles on Marina grounds or while on City owned property.
- G. The Municipal Marina is not responsible for lost, stolen, damaged or missing vehicles of any kind while stored on Marina grounds or on City owned property.

**17. ACCIDENTS AND EMERGENCIES:**

- A. The Licensee grants to the City the authority to move any vessel from one location to another during emergencies such as fire, sinking or an event where room is required to discharge management duties over the Marina.
- B. All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within twenty-four (24) hours of the incident, per Section 327.30, Florida Statutes.
- C. Any sunken vessel must be floated within five (5) working days and removed within ten (10) working days after appropriate notice to the owner is given for removal. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by the City at the owner's expense.

**18. STORMS AND HURRICANES:**

- A. Marina moorings are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage and an array of stress factors. During major storms or hurricanes, the City can not assure that the moorings will hold in high wind conditions. Therefore, the Licensee must assume all liability from failure of the mooring during storm conditions.
- B. Engineering specifications for Marina mooring systems are calculated for traditional vessel hull and cabin types. Therefore, non-traditional or other unique vessel types, such as houseboats, may not be allowed at the Marina.
- C. The Marina docks and seawall are not safe locations for vessels during tropical storms or hurricanes, and the City believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. Licensee agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane.
- D. Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.
- E. All Licensees are required to sign and agree to the Hurricane Policy Forms provided by the Marina on their first payment between the dates of June 1st and November 30th. All Licensees must sign the form each new hurricane season, including year-round Marina residents.

**ADDITIONAL LEGAL PROVISIONS**

**19. TERMINATION OF AGREEMENT/BREACH/REMEDIES:**

- A. Either party may terminate this agreement with or without cause upon ten (10) days prior written notice unless otherwise specified on commercial agreement. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the City pertaining to the use of facilities at the Marina.
- B. Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking space and the Marina and remove his/her vessel, personal property and vehicles from the Marina. Should the Licensee fail to vacate the premises and remove his/her vessel or other property upon termination, Licensee agrees that the City may, at its sole option, remove the vessel or property and place it in storage. Licensee agrees to pay all charges for towing, removal and storage. In addition, the City may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessels and property from the premises.
- C. Licensee agrees that the mooring or dockage provided by the City is a "necessary" within the meaning of the Federal Maritime Lien Act and that the City, in addition to relying upon the credit of the Licensee, shall retain a maritime lien as provided by State or Federal law against the vessel, its appurtenances and contents for all unpaid dockage fees, delinquency charges and for any damage caused to any dock, piling or any other property of the City or for personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous

material, loss by sinking, collision, fire or other losses. The parties further agree that services provided by the City to Licensee or Licensee's vessel are in furtherance of navigation of the vessel or in furtherance of a waterborne use whether such services are performed ashore or afloat. Pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of sixty (60) days, the City is authorized to sell the Licensee's vessel or dinghy at a non-judicial sale.

- 20. **EXTENDED CRUISES/VACANT:** Owners of vessels leaving for an extended period of time are required to notify the Marina office. City reserves the right to rent all slips/spaces/moorings when vacant. Transient vessels occupying an absent Owner's slip/space/mooring are required to move from said slip/space/mooring upon return of the Licensee. The City reserves the right to move said transient vessel without notice at owner's expense. In the event a Licensee wishes to vacate, for a period of time, and return to a specific mooring/slip the Licensee must continue payment of the desired mooring/slip while absent.
- 21. **NO WARRANTIES:** Licensee fully understands and agrees that the City does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the Marina to be safe for docking, berthing or mooring vessels or for accepting and discharging passengers and does not assume responsibility that the City warrant or guarantee the continuity of electrical or water service where prohibited and the City does not accept any responsibility or liability for any damage caused by the use of the electrical or water service.
- 22. **NO ASSIGNMENTS OR SUB-LICENSES:** Licensee shall not assign, sub-license, transfer, mortgage, or otherwise dispose or otherwise encumber the license or any rights granted herein. Only the registered vessel listed on Page 1 of this Agreement may be docked or moored. Licensee may not offer a docked or moored vessel to the general public as an overnight accommodation.
- 23. **ENFORCEMENT COSTS AND ATTORNEY'S FEES:** Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the City in enforcing the covenants of the License Agreement, including but not limited to collecting any sums due under this agreement and enforcing the termination provisions and any maritime or other liens.
- 24. **REMEDIES CUMULATIVE:** The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state or federal law.
- 25. **JOINT AND SEVERAL OBLIGATION:** In the event that the license is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.
- 26. **DAMAGE OR DESTRUCTION TO PREMISES:** In the event the premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of God or other causes beyond the control of the City, then the license shall terminate and the Licensee waives any claim against the City for damages by reason of such termination. The City shall not be obligated to repair or rebuild the premises but may elect in its sole discretion to do so.
- 27. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements of any kind between the City and any other public agency of the United States Government, State of Florida or any County authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the St. Augustine Municipal Marina facilities, mooring fields and basins, and their adjoining seawalls and dock areas. The City reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.
- 28. **GOVERNING LAW:** This License Agreement for use of the facilities at the St. Augustine Municipal Marina shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of Florida and, where applicable the laws of the United States of America.
- 29. **VENUE:** The sole venue for a legal action arising out of this agreement shall be the appropriate court located in St. Johns County, Florida.
- 30. **INTEGRATION CLAUSE:** All written agreements for use of the facilities at the St. Augustine Municipal Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understanding, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parol.
- 31. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

*It is up to you to help protect the North Atlantic right whale. North Atlantic right whales are likely to be present in coastal and offshore waters of Florida and Georgia from November 15 through April 15. Consequently, all laws and regulations pertaining to the protection of the right whale should be complied with at all times. Currently, U.S. law (50 CFR 224.103) (1) prohibits a vessel from approaching within 500 yards of a right whale and (2) requires underway vessels within 500 yards of a right whale to steer a course away from the right whale and immediately leave the area at a slow safe speed. Please note these requirements are subject to change and you are responsible to be aware of all laws and regulations pertaining to the protection of the North Atlantic right whale. Failure to follow right whale protection regulations may subject you to civil and/or criminal sanctions/fines. NOAA National Marine Fisheries Service recommends speeds of 10 knots or less when transiting areas where right whales are known to be present.*