

1. Any Vessel Owner (“Owner”) desiring to moor in or at said dock or mooring buoy shall register with the Dockmaster prior to mooring. Slips or mooring assignments (herein, “berth”) are assigned by the Dockmaster. When a vessel enters the Marina facility, she immediately comes under the jurisdiction of the Marina Management. Owners are responsible for securing to protect their own vessels, the docks, and neighboring vessels, and (if so directed) shall correct any conditions that the Dockmaster indicates are contrary to Marina requirements or procedures.
2. PROHIBITED ACTS: The Owner shall not do, suffer or allow, either individually or in conjunction with other persons, or as part of any organization of persons:
 - a. any unlawful act
 - b. any act which may have the effect, in the sole judgment of the City, as disturbing the peace, disturbing, inconveniencing or subjecting to physical jeopardy the premises, or other vessels docked or moored at the marina facility or mooring facility; or
 - c. any act which will impede, disrupt or injure the orderly operation of the marina facility or mooring facility or any portion of it, including but not limited to marina management or marina revenues.
3. Owner agrees that only vessels, as defined by the general maritime law of the U.S., may be berthed at the Marina Facility, and all floating structures making use of the facilities are vessels within the meaning of the law.
4. No barbecue fires or open fires shall be permitted on the piers or on vessels while moored at a dock. However, the use of a vessel’s propane fueled grill within reach of a fire extinguisher may be permitted with written permission from the Marina Manager or designee.
5. Welding may be allowed, by properly licensed and certified personnel, with a properly trained fire watch, and written permission of the Marina Manager or designee.
6. The Marina Manager and/or Dockmaster is responsible for the enforcement of the rules and regulations for the Titusville Municipal Marina and may terminate the dockage agreement and order any vessel to vacate the space occupied by said vessel for violation relating to said dock.
7. Only legally registered vessels with proof of vessel insurance and vessel in safe and seaworthy condition will be admitted to berthing areas. In the event of any emergency, such as but not limited to, the breakdown of bilge pump, water leaks, or broken or chaffed dock lines, and the Owner is not present or fails to take the necessary immediate action, then the Dockmaster is authorized to have the necessary repairs made as economically as possible, and to charge the Owner thereafter.
8. The Rules of the Road relating to vessels shall apply in and around the marina area.
9. Subleasing of berths will not be permitted. The transfer of vessels from one berth to another will not be allowed except upon written approval of the Marina Manager or his designee.
10. In the event it becomes necessary to move a vessel, for safety purposes or otherwise, and the Owner is not immediately available, the Dockmaster is authorized to effect the necessary move.
11. Vessels leaving the dock for a period of seventy-two (72) hours or more shall notify the Dockmaster of the departure, in advance, of the dates of departure and shall confirm the return date at least forty-eight (48) hours prior to return. The City reserves the right to rent vacant

berths on a temporary basis for transient vessels. Such vessels shall be required to vacate the berth within twenty-four (24) hours in the event the berth lessee returns prior to the scheduled return date. All proceeds from said rental shall be retained by the City of Titusville.

12. No vessel parts, equipment, materials or flammable substances shall be stored on any pier. All trash and garbage shall be placed in plastic bags and secured in a container provided for said purpose. It shall be the responsibility of Owners to keep the premises in an orderly and clean condition; upon any user's failure to do so, the Marina Manager or his designee may order the premises cleaned and assess actual charges for the cost of said cleaning or a minimum charge of \$25.00 against the Owner and the Vessel.
13. No major repairs or alterations shall be made to any vessel while moored at the marina unless approved in writing by the Marina Manager, or is necessary to make the vessel safe and seaworthy. All such outside labor is subject to rules and regulations as specified by Marina. Because of increasingly complex insurance, environmental and other issues, Marina reserves the right to exclude any outside contractor altogether at its sole discretion.
14. No outside contract work is allowed on the vessels without the prior written permission of the Marina Manager, which will not be unreasonably withheld. Any contractor requesting to perform work on any vessel must have the Owner's permission, and the Municipal Marina office must be notified in advance of actual work start-up. This is to maintain security, and control of outsiders boarding private vessels.
15. No painting, scraping or repairs of gear shall be permitted on the dock or finger piers except such repairs and maintenance as may be authorized in writing by the Dockmaster.
16. Noise shall be kept at a minimum at all times so as to avoid the creation of a nuisance or disturbance.
17. No tie-up, electrical or other lines, or other items shall be permitted under, or across the top of the dock, slips or piers at any time without the written permission of the Marina Manager.
18. No fishing, swimming, diving, jumping, running, roller skating, skateboarding, bike riding, cast netting or gigging will be permitted on or from the docks, piers and sea wall. No fish cleaning shall be permitted except as may be provided in designated areas.
19. No laundry shall be hung on the dock or finger piers at any time.
20. No person shall litter on the pier or into the water or discharge or throw overboard any oils, spirits, flammable liquids or oil bilge in to surrounding waters.
21. No animals will be permitted on the pier, except those that are being brought to or removed from a vessel on a leash or in an enclosed carrier.
22. No person shall solicit at or loiter upon said pier.
23. Any vessel moored at the dock may be inspected, during normal business hours by the Dockmaster, or at any time by the U. S. Coast Guard representative for safety or security purposes.
24. The berthing of vessels within the Marina Facility is hereby declared to be a privilege and not a right.
25. Dinghies must be kept within the rental berth and not on the docks or finger piers.

26. Dumping of toilet discharges is not allowed.
27. The consumption of alcoholic beverages shall be limited to Owners and their guest on Owner's vessel; and within the common areas of the Titusville Municipal Marina, excluding the City buildings. Alcohol may not be consumed within the Ship Store or the Marina Office.
28. Use of the City owned Municipal Marina facilities are not allowed without written permission. Private parties and gatherings at the facility picnic shelter may be arranged individually through the marina ships store.
29. Storage of Owner's equipment is only allowed in the dock boxes. These dock boxes are provided at each finger pier, adjacent to the assigned slip. The storage of hazardous or flammable materials is expressly prohibited. At the discretion of the Marina Manager, at Marina facilities only, the Owner may be granted a revocable-at-will license to utilize one dock box, provided by the City, which shall at no time obstruct pedestrian traffic. If a license for a dock box is granted, the Owner agrees that: (a) the size and location of the dock box will be determined by the Marina Manager; (b) the dock box is being provided by the City gratuitously and without consideration, and can be removed by the City at any time; (c) the Owner has no right of privacy to the interior space of the dock box, which may be opened and inspected at any time, for any reason, by the Marina Manager, or his designee, without notice.
30. Parking areas are for the sole use of the personal vehicles of Owners and their guests while on their vessels. Parking of trailers is not permitted without the written permission of the Marina Manager.
31. COMPLIANCE WITH LAWS: Owners and their guests shall comply with all Federal and State laws, and County and City Ordinances pertaining to Waterways, Marinas, Vessels and Vesseling. Owner shall be required to maintain a current and valid state registration or U.S. documentation status while berthed at the City Marina.
32. PUBLIC ADDRESS AND SOUND SYSTEMS: While within the waters of a marina facility or marina basin, Owner, and each person in the employ of, or a guest of, the Owner, is expressly forbidden to use public address systems or other mechanical or hand-operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions; and Owner shall not use or employ persons to "bark" or solicit business either in the dock area or from aboard the Vessel or from any area or location in the vicinity of the marina or while underway on the Vessel while it is within the marina or its basin.
33. FAILURE OF UTILITIES: Although water and electric utilities are provided to slips at City marina facilities, Owner has no vested rights under this Agreement for the future or continued provision of water and electric utility services. Consequently, the parties agree that the City will in no event be liable for any interruption, termination or failure of utility services on the premises.
34. QUIET ENJOYMENT OF OTHER OWNERS: The Owner shall peacefully use the dockage space assigned herein and at all times not interfere with the quiet enjoyment of other marina Owners.

35. **DUTY TO UPDATE INFORMATION:** The Owner shall immediately notify the Marina Manager in writing of any change in the information furnished by him, including information which would trigger a termination of the rental Agreement, e.g., a change in the Ownership of the Vessel.
36. **ACCESS TO SLIPS:** The City, through its representatives and employees, shall at all times have free access to the premises for purposes necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of the City's governmental functions.
37. **ALTERATION OR MODIFICATION OF PREMISES:** Owner shall not remove, relocate, replace, alter or modify any existing portion of the premises, nor attach, affix, or permit to be attached or affixed, upon the premises, without the prior written consent of the City, any flags, placards, signs, poles, wires, aerial antennae, ladders, stairs, ramps, vending machines, ticket or concession booths, or any other structures, improvements or fixtures except for boarding ladders/stairs that are specifically needed to safely access the vessel and are not permanently attached to the premises.
38. **DAMAGE OR DESTRUCTION TO PREMISES:** In the event that 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, or the premises cannot be used because of strikes, acts of God, or other causes beyond the control of the City, then this license shall terminate and the Owner 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.
39. **DUTY TO MAINTAIN PREMISES IN GOOD REPAIR:** The Owner, at its own expense, shall keep the premises in good repair and agrees to vacate the premises at the end of the term of the rental Agreement in the same condition as at the beginning of the term, ordinary wear and use being excepted, and Owner shall pay for all damages occasioned by its use.
40. **NO PARTNERSHIP OR JOINT VENTURE WITH THE CITY:** The Owner and the City agree that nothing contained in this Agreement is intended, nor shall be construed, as creating or establishing a partnership or joint venture between the parties herein or as designating the Owner as the agent or representative of the City for any purpose whatsoever.