



CITY OF TITUSVILLE MUNICIPAL MARINA MOORING / DOCKAGE AGREEMENT

This Agreement is entered into by and between the City of Titusville, a Florida municipal corporation and its agents, employees, officials, and legal representatives, as well as their successors and assigns, collectively referred to hereafter as "MARINA", and the Vessel Owner(s) (herein, "OWNER"), with an effective date of this ____ day of _____, 20____, at Titusville, Brevard County, Florida, for the use of either dockage facilities at the Titusville Municipal Marina, pier and slip specified below, or at the Mooring Field, buoy specified below, and shall be governed by the following terms and conditions:

Owner's Name(s): _____
Address: _____
City, State, Zip: _____
Phone: _____ **E-mail:** _____
Government Issued Photo Identification & Number: _____

Vessel Name: _____
Hull ID #: _____ **State Registration #:** _____ **U.S. Coast Guard #:** _____
Vessel Year / Make / Model: _____
Vessel Type: ____sail ____power ____gas ____diesel
LOA ____ **Beam** ____ **Draft** ____
Vessel Insurance: Company: _____ **Policy #:** _____
Dinghy (Type / Length / Registration #): _____

Term of Stay: **Daily** [☐] **Weekly** [☐] **Monthly*** [☐] **Annual*** [☐]
Requested Service(s): **30Amp** ____ **50 Amp** ____ **100Amp** ____ **Telephone Jack** ____
Dockage Rate: (Not including applicable tax) _____ **Security Deposit:** _____
Marina Pier: _____ **Slip:** _____ **Mooring Buoy No.:** _____

1. **THE VESSEL:** The PREMISES as defined herein are for the exclusive use of the OWNER's vessel identified above (hereinafter the "VESSEL") at the sole risk of OWNER and VESSEL. No other vessel may use the assigned slip during the term of this Agreement, except as specifically provided for herein. VESSEL shall be required to comply with all applicable Coast Guard safety requirements and must be maintained in good and seaworthy condition, capable of safe maneuvering and navigation, and of self-propulsion (self-propulsion does not include paddle or makeshift sail). OWNER and VESSEL shall be jointly and severally liable for any injury or damages caused by OWNER, VESSEL, any guests or invitees of OWNER, and /or any other property of OWNER stored at the Marina. In the event of any emergency during OWNER's absence (i.e., breakdown of bilge pumps, leaks, bad lines, etc.), MARINA is authorized, but not obligated, to make necessary repairs that will be charged to OWNER. MARINA is authorized, but not obligated, to alter, change, or modify any dock lines to prevent potential damage to other vessels or property or to cause mooring lines to conform to Marina minimum standards, which may be charged to OWNER. MARINA shall not be liable for any damage or injury arising from said repairs or alterations, unless caused by the willful misconduct of MARINA.
2. **PURPOSE/PERMISSIBLE USE:** OWNER shall use the PREMISES defined herein for the sole purpose of mooring or docking the VESSEL. The Agreement shall not convey to the OWNER any right of possession, or any interest in land; rather, this Agreement merely grants a privilege to the OWNER to use the PREMISES during the term of this Agreement.
3. **PREMISES:** The premises licensed by this Agreement are for either dockage space at the slip identified above and no other, or for mooring at the buoy identified above and no other (hereinafter the "PREMISES").
4. ***LIVEABOARDS:** For the purposes of this Agreement, the term "liveaboard" is defined herein as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. Pursuant to requirements of the City's Submerged Land Lease with the State of Florida, no vessel shall occupy the Marina in this "liveaboard" status for more than six (6) months within any twelve (12) month period, nor shall the Marina Facility constitute a legal or primary residence of the OWNER.
5. **TERMINATION, DAMAGES, BREACH & CURE PERIOD:** This Agreement may be terminated by either party, without cause, by giving thirty (30) days prior written notice to the other party; however, any maritime liens arising hereunder shall continue in accordance with the general maritime law of the U.S. until all sums are paid. Upon termination of this Agreement, whether caused by lapse of time or otherwise, OWNER shall at once vacate the PREMISES and remove the VESSEL from the assigned facility. All personal property must be removed immediately upon termination. In the event of breach or default by OWNER as provided herein, MARINA retains the right to pursue all remedies available to it under the general maritime law of the U.S. as supplemented by the laws of the State of Florida. If notified of a breach (including breach of any rules and regulations), OWNER agrees that it will remedy the breach within ten (10) calendar days after notice. If the breach of any term or condition is not cured within the ten (10) day period, this Agreement shall automatically terminate and the OWNER agrees to immediately vacate the PREMISES. Any security deposit or unused portion of dockage fees shall be retained by the MARINA and may be applied to reduce any amounts due to the MARINA. The OWNER may terminate this Agreement under any one of the following circumstances:

* See 4. LIVEABOARDS for further provisions.

- (a) by presentation to MARINA of a copy of the original U.S. Government Department of Defense issued orders transferring or reassigning the OWNER out of Brevard County, and who is also currently serving as a uniformed member of a branch of the U.S. Armed Forces in active military service;
 - (b) by a bona fide sale of the VESSEL identified in this Agreement;
 - (c) by presentation of a Certificate of Death in the case of the OWNER's demise;
 - (d) by giving fifteen (15) days' notice in writing to MARINA, not later than sixty (60) days following the effective date of an increase in dockage fees; or
 - (e) by submitting a written termination request to MARINA pursuant to a failure of utilities for a period longer than seventy-two (72) consecutive hours.
6. **SECURITY DEPOSIT:** The Owner agrees that a non-interest bearing security deposit will be provided to the MARINA in advance. The security deposit will be forfeited if the Agreement is terminated for any reason except in accordance with this Agreement. The security deposit is not rent and may not be used as rent under any condition, but may be applied by MARINA to any sums due under this Agreement.
7. **DOCKAGE FEE/DELINQUENCY CHARGE:** The dockage fee is based upon the dockage rate established from time to time by the MARINA Manager. OWNER agrees to pay the MARINA an annual, monthly, weekly or daily mooring fee or dockage fee (whichever the case may be, hereinafter referred to as the "dockage fee"), plus tax, due and payable at the time this Agreement is executed, thereafter due in advance on the first (1st) day of each term. The OWNER further agrees that dockage fees shall be considered delinquent if they are not paid in full within ten (10) calendar days of the due date. Dockage fees which are delinquent shall be subject to a delinquency charge of ten percent (10%) of the dockage fee, which will accrue and be automatically posted to the OWNER's account on the subsequent day. During the term of this Agreement, the dockage fee may be increased unilaterally by the MARINA from time to time, upon thirty (30) days prior notice in writing to the OWNER. Payments shall be made via cash, credit card or check, made payable to "MARINA OF TITUSVILLE", and delivered to the Dockmaster of the facility where the vessel is assigned during regular marina business hours.
8. **RENEWAL PROHIBITED/TRANSIENT DOCKAGE FEE:** This Agreement may not be renewed or extended beyond the term specified herein. However, after the expiration of this Agreement, with the prior consent of the MARINA, which consent may be withheld for any reason deemed to be in the best interest of the MARINA, the OWNER may enter into a new Agreement under whatever terms and conditions are being offered by the MARINA at that time. After the expiration of this Agreement, if a new Agreement is not entered into for any reason, and the OWNER nevertheless continues to use the PREMISES with or without the consent of the MARINA, the VESSEL shall be placed on a transient dockage fee schedule, the highest dockage fee charged by the MARINA.
9. **MARITIME LIEN:** The parties agree that the mooring or dockage provided for herein is a "necessary" within the meaning of the general maritime law of the U.S., that the MARINA, shall retain a maritime lien against the VESSEL, her appurtenances and contents, for all unpaid dockage fees, delinquency charges, for any damage caused to any dock, piling or any other property of the MARINA, or for any other amounts due to the MARINA. The MARINA also holds a possessory lien as of the date the vessel is brought to the marina or as of the date the vessel first occupies rental space at the marina facility; Additionally, **PURSUANT TO FLORIDA STATUTE SECTION 328.17, IN THE EVENT OF NONPAYMENT OF STORAGE FOR A PERIOD OF SIXTY (60) DAYS AFTER NOTICE FOR PAYMENT, MARINA IS AUTHORIZED TO SELL OWNER'S VESSEL AT A NON-JUDICIAL SALE.**
10. **NO WARRANTIES:** OWNER fully understands and agrees that the MARINA does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the marina facilities or mooring facilities to be safe for docking, berthing or mooring vessels, or for accepting and discharging passengers, and assumes no responsibility as a wharfinger. 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 MARINA of Titusville is not responsible for any damages or failures resulting when these conditions are present.
11. **OWNERSHIP:** Prior to signing this Agreement, or upon the MARINA's demand at any later time, the OWNER shall furnish to the MARINA for review, proof of ownership of the VESSEL. This proof shall consist of a copy of either a state-registered title to the VESSEL or documentation by the U.S. Coast Guard or Foreign Power Registration, as the case may be.
12. **INSURANCE:** The OWNER will secure at its own expense, and furnish to the MARINA, prior to the commencement of the term of this Agreement, proof of marine and other insurance policies in a form satisfactory to MARINA adequate to provide for repair or replacement of the vessel and her contents in the event of any loss or damage and providing protection and indemnity coverage (in an amount not less than \$300,000) to resolve any claims for loss or damage caused by the vessel, her contents, or by Owner. Said policies shall be in full force and effect during all periods of time during which the VESSEL is using the assigned slip or mooring buoy.
13. **INDEMNIFICATION:** OWNER further agrees to indemnify and hold harmless the MARINA from any and all liability, claims, damages, costs, judgments, attorney's fees or expenses, that may be asserted by anyone due to:
- a. Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to Owner's vessel or contents, or any other property contained in or on Owner's vessel or on the premises of the Marina; and
 - b. Any personal injury, death, or illness arising from the occupancy or use of the Premises or facilities, where such injury or damage is caused in any part by the acts or omissions of the vessel Owner, his/her agents, servants, invitees or employees; and
 - c. Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part by vessel Owner his/her agents, servants, invitees or employees; and
 - d. All fines, assessments or damage which may be assessed against MARINA as a result of any fuel, oil or other improper discharge which is emitted from the vessel.
14. **RELEASE:** OWNER shall use the PREMISES at its sole risk and in a manner so as not to endanger any person or property, and the MARINA shall not be liable for the care, protection or security of the VESSEL, her appurtenances, tackle, gear or contents, or for any loss or damage of any kind or nature due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, or other casualty or calamity.
15. **COMPLIANCE WITH MARINA FACILITIES RULES AND REGULATIONS:** OWNER agrees that in its use of the PREMISES, it shall comply with all MARINA promulgated **Marina Facilities Rules and Regulations**, as may be in force and effect from time to time, which are specifically made a part hereof by reference, including, but not limited to, the **Mooring Field Management Plan**. The MARINA reserves the right to make such other and further rules and regulations as in its judgment may from time to time be needed for the safety and care of the PREMISES, and any such other rules and regulations shall be binding upon the OWNER with the same force and effect once posted at the Marina Facility.
16. **NO ASSIGNMENTS OR SUB-LICENSES:** OWNER shall not assign, sub-license, transfer, mortgage, or otherwise dispose of or encumber this license or any rights granted herein.

17. **OWNER'S RESPONSIBILITIES IN THE EVENT OF A TROPICAL STORM OR HURRICANE:** Marinas are not safe locations for vessels during tropical storms or hurricanes, and the MARINA believes significant damage to vessels and to the marina will likely occur in a major storm if a vessel remains at the marina. OWNER agrees that it is his sole responsibility to be aware of the threat or approach of a tropical storm or hurricane. In the event of an impending tropical storm or the issuance of a hurricane watch or warning, that includes the Brevard County area, the OWNER may choose to leave his/her VESSEL in the marina slip provided for under this Agreement. OWNER agrees, however, to follow all reasonable direction of the Marina Manager or his designee as to the kind of cleats, ropes, fenders and other measures that must be used on vessels as a condition of use of the marina as provided under Section 327.59, Florida Statutes. OWNER specifically and knowingly assumes the risk and agrees to be solely liable and responsible for any damages caused to OWNER's VESSEL, to the marina slips, docks and piers, to other vessels, and to any other property damaged by the OWNER's VESSEL, or as a result of the VESSEL's presence, including any damages caused by or as a result of, actions taken by the MARINA to protect the marina during a tropical storm or hurricane. OWNER further agrees not to demand from, and not to sue, the MARINA for any damage whatsoever as a result of any vessel being allowed to berth at the marina, including the OWNER's VESSEL, during such storms.
18. **NO WAIVER:** Any waiver of any breach of terms or conditions contained herein shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the MARINA from proceeding under the provisions of this Agreement as a result of a subsequent breach.
19. **REMEDIES ARE CUMULATIVE:** The remedies herein created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use any other remedy.
20. **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 MARINA cannot assure that the moorings will hold in high wind conditions. Therefore, the OWNER 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 MARINA believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. OWNER 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.
21. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** OWNER acknowledges and agrees that this Agreement is subject to and subordinate to any existing or future agreements of any kind between the MARINA and any other public agency of the United States Government, state, 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 Indian River Lagoon, marina basins, their adjoining seawalls and dock areas. The MARINA reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time, without interference or hindrance by the OWNER.
22. **GOVERNING LAW & VENUE:** This Agreement shall be governed in all respects by the general maritime law of the United States, as supplemented by the laws of the State of Florida. Jurisdiction over any disagreement arising hereunder shall lie exclusively in the courts in and for Brevard County, Florida (including the U.S. District Court for the Middle District of Florida, Orlando Division) or in whatever jurisdiction any boat subject to an in rem claim may be found.
23. **INTEGRATION & SEVERABILITY:** This Agreement constitutes the sole, complete and only Agreement between the parties hereto. Any prior agreements, oral understandings, promises, negotiations, or representations not expressly set forth in this Agreement, or in a writing signed by the parties, shall have no force or effect. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Any typed or hand-written changes to this printed form "Mooring / Dockage Agreement", shall be void and of no force or effect.
24. **NOTICES:** All notices to the MARINA by the OWNER under this Agreement shall be sent by certified mail, return receipt requested, to the MARINA OF TITUSVILLE, Attn: Marina Manager, Titusville Marina, 451 Marina Road, Titusville, Florida 32796, or alternatively, in writing hand-delivered to the Marina Manager. Notices to the MARINA shall be deemed effective upon actual receipt, the return receipt constituting evidence thereof, or by written acknowledgment of hand-delivery. Notice to the OWNER shall be deemed effective upon posting whether or not the OWNER signs the return receipt, or delivery is otherwise incomplete; the postmark on the sender's receipt for certified mail shall constitute conclusive evidence of posting/receipt by OWNER.
25. **NOTICE TO VESSEL OWNER:** The MARINA hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined by MARINA) after the issuance of a tropical storm or hurricane watch for Brevard County, Florida, under Florida law the MARINA its employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or 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 a reasonable fee for any such action.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, on the day and year last written above.

Witness (print name): _____

OWNER (print name): _____