



PALM BEACH COUNTY



PARKS & RECREATION

We create opportunities for healthy, happy living!

MONTHLY DOCKAGE AGREEMENT

Palm Beach County Parks and Recreation Department
2700 6th Avenue South, Lake Worth, FL 33461
Telephone: (561) 963-6707 Fax: (561) 963-6734

This is a DOCKAGE AGREEMENT between Palm Beach County (County), 2700 6th Avenue South, Lake Worth, FL 33461, and the Owner(s) referred to herein, for the dockage of the described vessel on the terms and conditions as hereinafter provided, at Ocean Inlet Marina.

1. VESSEL

Name: _____ Make: _____ Year: _____
Registration/Documentation Number: _____
Color: _____ Length: _____ Inboard: _____ Outboard: _____ Gas: _____ Diesel: _____
Power: _____ Sail: _____ Coast Guard approved head (required): Yes: _____ No: _____

2. OWNER (Proof of Ownership Required)

Name(s): _____
First Name M.I. Last Name
Home Address: _____ Phone: _____
Street City, State & Zip
Business Address: _____ Phone: _____
Street City, State & Zip
Email Address: _____

Notify in Case of Emergency

Name(s): _____
First Name M.I. Last Name
Home Address: _____ Phone: _____
Street City, State & Zip
Business Address: _____ Phone: _____
Street City, State & Zip

3. VESSEL INSURANCE (Proof of Insurance is Required. Note: Palm Beach County Board of County Commissioners must be included as an "Additional Insured".)

Carrier: _____ Policy Number: _____
Agent Name: _____ Phone: _____

4. DOCKAGE TERM

Monthly: _____ Commencement Date _____ Termination Date _____
Month Day Year Month Day Year

5. CHARGES

A. Regular Monthly Dockage and Service Charges:

Dockage Fee: \$ _____ + \$ _____ 7% Sales tax = \$ _____ Total

Electric Utility Service Charges: To be billed directly to boat owner by FP&L (Florida Power & Light).

Charges (including applicable taxes) are payable monthly in advance on the first of the month. Charges are prorated to first of the month if term commences other than on the first of the applicable month. Charges not paid by the tenth (10th) of the month shall result in a late payment of ten percent (10%) of the appropriate monthly amount.

B. Total amount paid on Signing Agreement: \$ _____

6. DOCKAGE SPACE ASSIGNED:

Boat Slip: _____

Live-aboards are not permitted.

In addition to agreeing to the foregoing terms and conditions, the Owner hereby agrees to Terms & Conditions, also known as Exhibit A; the Marina's Rules and Regulations, also known as Exhibit B; Dockage Rate Schedule, also known as Exhibit C; and Ocean Inlet Marina Electric Service, also known as Exhibit D; all of which are hereby attached and made part of this Agreement with Owner's knowledge that either or all of the aforesaid documents may be changed at the County's discretion.

7. Owner's failure to comply with any provision of this Dockage Agreement and attached Exhibits shall be considered a default of this Agreement, and the County may terminate this Agreement upon written notice to the Owner.

AGREED TO:

VESSEL OWNER (or Authorized Agent)

PALM BEACH COUNTY

By: _____
First and Last Name

Date: _____

By: _____
Director, Palm Beach County
Parks and Recreation Department

Date: _____

EXHIBIT "A"

TERMS & CONDITIONS

1. County reserves the right to rent all dock spaces when vacant. Subleasing of slips by Lessee, hereinafter called, "Owner", is not permitted.
2. Owner agrees to comply with all applicable laws, rules and regulations of the State as well as any other governmental body or regulatory authority at Ocean Inlet Marina (specifically by those of the Town of Ocean Ridge).
3. Owner represents that information contained in the Dockage Agreement is accurate and agrees to update the information upon any change thereof.
4. OWNER shall maintain during the life of this agreement Watercraft Liability Insurance, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$300,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. Owner agrees to waive its rights of subrogation against the County. Either a certificate of insurance issued by the insurer or a photocopy of the insurance policy will be considered acceptable proof of required coverage.
5. No outside contractor(s) of any type are permitted to work on any vessels docked without the express authorization and permission of the County. All outside contractors must be adequately bonded.
6. The County is authorized to move the described vessel at any time during the making of any repairs or when necessary for marina operations, without the County in any manner becoming the bailee of the vessel or otherwise taking the vessel into its care, custody and control. Such movement at all times are acknowledge to be for the convenience of the County irrespective of cause, including, but not limited to, the negligence of the County and/or its agent, servants or employees.
7. Owner(s) of vessels are responsible for properly securing the vessels in order that they can sustain tide, winds and other elements and conditions. The Owner shall be liable for any damages caused to persons, piers, docks, other vessels or any other property damage caused by Owner or Owner's vessel. The County will not be responsible for any damage to the vessel.
8. Owner agrees to maintain his/her boat in a safe condition so that it will not become a hazard to other vessels stored and/or docked at the marina. Owner agrees for himself/herself, his/her heirs and assigns to save the County harmless and to protect and indemnify it from any and all liability or damages for personal injury, loss of life or property condition or use of the described vessel or the use of the County's premises irrespective of cause, including the negligence of the County.
9. Per Florida Statute 327.59, "**Marina evacuations.** – (1) After June 1, 1994, marinas may not adopt, maintain, or enforce policies pertaining to evacuation of vessels which require vessels to be removed from marinas following the issuance of a hurricane watch or warning, in order to ensure that protecting the lives and safety of vessel Owners is placed before interest of protecting property. (2) Nothing in this section may be construed to restrict the ability of an Owner of a vessel or the Owner's authorized representative to remove a vessel voluntarily from a marina at any time or to restrict a marina owner from dictating the kind of cleats, ropes, fenders, and other measure that must be used on vessels as a condition of use of a marina. "However, vessels Owners are liable for all damages to docks, piers, other vessels or any other property damage or personal injury caused by the vessel. The County will not be responsible for any damage done to Owner(s) vessel as a result of the Owner(s) not removing his/her vessel.
10. The dockage rate contained herein above, as well as any other charges shall be valid on a month-to-month basis and such dockage rates and charges shall be subject to change by the County at any time at thirty (30) days notice to the vessel Owner in writing at the vessel Owner's address herein. Notice is effective upon mailing.
11. This Agreement is for the leasing of dockage space only. By making this space available to the vessel Owner, it is agreed that neither the vessel nor any of its equipment or personal effects is in the care, custody or control of the County, neither is the County a bailee of the vessel or any of its equipment or personal effects. Owner agrees that the keys to the vessel either remain in his/her custody and control or aboard the vessel and are not turned over to the County. Although the keys or combinations to locks relating to the vessel may from time to time be left with the County or aboard the vessel, it is agreed that this is only for the convenience of the Owner and the County, and in taking or keeping such keys and/or combinations to locks, the County assumes no responsibility for either the safeguarding of the keys and/or locks or the vessel itself or its equipment or personal effects. The retention by the County of such keys and/or combinations does not constitute an assumption of the bailment relationship of the County.
12. It is agreed that the space hereby leased to the vessel Owner is to be used by the Owner at his/her sole risk and the County shall have no liability to the vessel or its Owner and/or underwriters for damages and/or losses from any cause whatsoever, including the negligence of the County, its agents, servants and/or employees. It is further agreed that even though the County may from time to time have guards or other security type personnel on duty, it is under no duty or obligation to do so and the vessel remains stored and/or docked at the sole risk of the Owner and the County shall not be responsible for any loss or damage from any cause whatsoever, including the negligence of the Owner and its employees. It is suggested that the vessel Owner maintain full insurance coverage on any personal effects left aboard the vessel, since the County does not and cannot maintain full care, custody and/or control of the vessel.
13. The Owner agrees that the County has a lien upon the vessel and its equipment and personal effects for all unpaid dockage charges and other sums owed to the County by reason of this Dockage Agreement. The Owner further agrees that the County is entitled to refuse permission for the vessel and its equipment and personal effects to leave the marina until such time as all unpaid dockage and other charges and obligations under this Agreement have been paid.
14. In the event it becomes necessary for the County to employ counsel to collect any obligations owed under this Dockage Agreement or to enforce this Agreement, including Marina Rules and Regulations, in any way, the Owner agrees to pay the County's reasonable attorney's fees and further agrees that the County has a lien upon the vessel and its equipment and personal effects for such obligations.
15. The County makes no warranties or representations, express or implied, concerning access to and from its docks and marina area nor does the County warrant that the waters within the confines of its docks and marina are free and clear of underwater obstructions. All ingress and egress to or from the marina is the Owner's risk.
16. The County makes no warranties, express or implied, concerning its services, property or facility.

17. Upon a bona fide sale of the vessel, the Owner has the option to cancel the Dockage Agreement. Proof of sale must be submitted in writing to the Palm Beach County Parks and Recreation Department. Cancellation shall be effective thirty (30) days after the date of sale or thirty (30) days after receipt of notice, whichever is later. In the event of cancellation pursuant to this provision, a service charge is imposed in the amount of ten percent (10%) of the total dockage charges for the unused portion of the dockage term subsequent to the effective date of cancellation.
18. This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an authorized agent of the County.
19. The County may terminate this Dockage Agreement with or without cause upon 30 days written notice to the Owner.

EXHIBIT "B"

RULES AND REGULATIONS

1. The Rules of the road and the Navigation Laws in and of the United States apply to all vessels in or approaching Ocean Inlet Marina.
2. Special Notice is given that the South Lake Worth Inlet Commission forbids the passage of boats through the "cut" in the south seawall of the Inlet near Ocean Inlet Marina. Boats are required to enter the inlet through its westernmost extremity.
3. The Parks and Recreation Department (561-963-6707) must be notified of vessel's departure and float plan for absences of more than two (2) days in order for the Owner's slip to be open upon return.
4. Noise must be kept to a minimum at all times. Owners, their 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. The County shall determine in its sole discretion whether the noise is unreasonable.
5. The extent of vessel repairs and maintenance at the Marina is at the discretion of the Parks and Recreation Department. Generally, major repairs are not permitted. No painting is permitted on docks or piers.
6. Walkways are to be kept clear at all times. Storage of loose gear is not permitted on walkways. Hoses, electrical cords and telephone cords should not cross piers. Grills, of any type, are in no way permitted on docks or piers.
7. Pets are not permitted in the Marina unless on leash or in a cage and Owners are responsible for cleaning up after their pets.
8. Refuse and garbage must not be disposed of overboard. Oil, spirits, inflammable and oil bilges must not be discharged into the Marina waters. Should this occur, a fine may be imposed by governmental authority. Moreover, in this circumstance, the County has the right to cause the vessel to be removed from the Marina at the Owner's expense and risk and the Owner shall pay all charges involved to effectuate cleanup.
9. Laundering and drying of laundry on piers, walkways, decks or rigging is not permitted.
10. At Ocean Inlet Marina, a fish cleaning table is provided for your use. Fish are not to be cleaned elsewhere in the Marina.
11. The County reserves the right to limit and govern all parking spaces.
12. Boat owners must notify the Parks and Recreation Department by letter or telephone when guests are permitted to use their boats without the Owner(s) present. Boat owners must notify the Parks and Recreation Department when guests or workmen have permission to be aboard their vessels.
13. Any work performed on vessels by outside workers must be between the hours of 8:30 a.m. and 5:30 p.m. Monday through Saturday.
14. It shall be the responsibility of vessel owners to keep their vessels in such condition that they do not become unsightly or dilapidated or reflect unfavorably upon the appearance standards that are maintained by the County. Decks of all vessels moored at the Marina docks shall be kept free and clear of debris, bottles, laundry, papers trash or unsightly materials at all times.
15. Except as authorized in writing by the County, advertising signs are prohibited and solicitation of business or sale of merchandise at the Marina is not permitted.
16. No dinghies, inflatable boats, tenders or other water craft or vessels may be moored within the Owner's slip in the Marina, except for Owner's vessel described in Dockage Agreement.
17. Violation of these procedures, disorder, indecorous conduct as well as failure to comply with the Dockage Agreement, whether by tenant, his/her guest(s) or other person(s) authorized by him/her to be at the Marina, is cause for cancellation of the Dockage Agreement.
18. Insurance liability certificate photocopies to be mailed to Palm Beach County Parks and Recreation Department upon each renewal while this Agreement is in force.
19. Vessel registration photocopies to be mailed to Palm Beach County Parks and Recreation Department upon each renewal while this Agreement is in force.

EXHIBIT "C"

DOCKAGE RATE SCHEDULE

OCEAN INLET MARINA

Monthly Rate: \$12.00 per boat foot per month - \$200.00 Minimum
Maximum Length of Vessel: 45 feet

Please note:

- All fees are subject to 6% Florida State Tax
- All fees are subject to 1% Palm Beach County Infrastructure surtax
- Electric service is individually metered by Florida Power & Light Co.
- Living aboard the vessel is not permitted.
- Vessel registration is required upon the initial Dockage Agreement, as well as a photocopy of each future vehicle registration renewal, for the life of this Agreement.
- Proof of vessel liability insurance is required upon the initial Dockage Agreement, as well as a photocopy of each vessel liability insurance renewal, for the life of this Agreement.
- Vessel must comply with Marina sanitation regulations.

Ocean Inlet Marina is a facility of:

PALM BEACH COUNTY
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

(561) 963-6707

EXHIBIT "D"

OCEAN INLET PARK MARINA ELECTRIC SERVICE

Electric service is the responsibility of the Lessee. When you lease a slip at the Ocean Inlet Park Marina, the power to that slip will be turned on by the Parks and Recreation Department prior to your contacting Florida Power and Light (FP&L). Within one (1) week after signing your lease, the Department will verify with FP&L that you have established an account with them. If you have not established an account with FP&L by that time, your power will be turned off. It is imperative that you contact FP&L within the allotted time to ensure that power remains available at your slip.

To establish electric service at your slip, please do the following:

- Contact Florida Power and Light (FP&L) at (561) 697-8000.
- Indicate to FP&L the Dock Number and address of the Marina.

Ocean Inlet Park Marina
6990 N. Ocean Boulevard
Ocean Ridge, FL 33435

Be sure to contact FP&L following the termination of your lease to ensure your account is discontinued.

If you have any questions about electric service to your slip, or about the marina, please call (561) 963-6707.