

MARINA BERTHING AGREEMENT

DATE: _____

1. VESSEL OWNER'S NAME _____
2. OWNER'S ADDRESS _____ CITY, STATE, ZIP _____
_____ AREA CODE & PHONE _____
3. PROVISIONING (4 hours or less) _____ OVERNIGHT _____ PERMANENT _____
4. ELECTRICITY 50 amp _____
5. BERTHING RENTAL: \$ _____ 7. SECURITY DEPOSIT: \$ _____
6. APPLICABLE TAX: \$ _____ 8. BERTH # _____

THE KNIGHT MARINA FACILITY WHICH IS OPERATED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (MARINA) AND VESSEL OWNER MUTUALLY WARRANT, COVENANT, AND AGREE AS FOLLOWS:

1. The term of this Berthing Agreement shall be for a period not to exceed one year, commencing on _____, and ending on _____. This Agreement is renewable, and at this Agreement's expiration, a new Berthing Agreement must be executed by both the Marina and the Vessel Owner. The vessel, which is the subject of this Berthing Agreement, is more particularly described on Attachment #2 and incorporated in this Agreement.
2. The berthing rental payment is due and payable by the 1st of each month. A late fee of \$25.00 will be assessed if payment is not made by the 10th of each month. If charges are not paid after 30 days, a daily rate of \$.95/Foot for County residents and \$1.10/Foot for Non-Residents may be assessed retroactive to the 11th of the month rental payment is past due which rate shall remain in effect until all past due amounts are paid.
3. At the time this agreement is entered into, the Vessel Owner is required to pay a sum equal to the first month's berthing rental, or a pro-rated amount calculated based upon the Vessel Owner's move-in date, as well as a Security Deposit equal to the full monthly rental rate. Vessel Owner agrees that the Security Deposit can not be applied as a monthly rental payment.

At the conclusion of the Agreement's term, or, if during the term of the Agreement, Vessel Owner chooses to vacate the Marina, the Security Deposit will be returned to the Vessel Owner, providing a 30 day notice to vacate has been provided by the Vessel owner to the Marina Manager, and all outstanding berthing rental has been paid. The amount of the Security Deposit to be returned to Vessel Owner, will be less any charges incurred by Vessel Owner for damage to the Marina (ordinary wear and tear excluded) and any other outstanding charges due under this Agreement by Vessel Owner to Marina. The Security Deposit can not be applied as payment for the last month's of this Agreement's berthing rental.

4. The Vessel Owner shall be responsible for and the Marina shall have a maritime lien against the above-described vessel, her appurtenances and contents for:
 - a. sums due for the Berthing Rental;
 - b. services provided said vessel;
 - c. and for any injury or damage caused by or contributed to by the vessel, or for any claims made against the Marina for loss or injury in connection with use of the vessel, Marina facilities or Marina property by the owner, his/her agents, customers, servants, employees, or invitees. These losses include but are not limited to damage to other vessels, piers, docks, personal injury, sickness, death, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses.

NOTICE: NONPAYMENT OF RENT AS PROVIDED HEREIN FOR A PERIOD OF SIX MONTHS SHALL PERMIT THE MARINA TO SELL YOUR VESSEL AT A NON-JUDICIAL SALE, IN ACCORDANCE WITH SECTION 328.17, FLORIDA STATUTES.

5. This agreement is to provide a berth rental. **There is no agreement to 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 Owner for a specific vessel. There is neither temporary nor permanent dominion or control exercised over said vessel by the Marina, but said control is to remain with vessel and Vessel's Owner at all times. This agreement is for the use of space only and such space is to be used at the sole risk of the Vessel Owner. The Marina shall not be liable for the care or protection of the boat including her gear, equipment and appurtenances at any time.
6. The Vessel Owner covenants and agrees that he/she has in full force and effect a full marina insurance policy of a "named perils" or "all risks" for the value of the vessel and a third party liability insurance policy, also known as P & I policy in a minimum amount of \$100,000. There shall be no lapse of coverage while vessel is berthed at the Marina. At the time of execution of this Berthing Agreement, Vessel Owner shall deliver a certificate(s) of insurance to Marina naming Marina and the Clay County Board of County Commissioners as additional insured.
7. It is the full responsibility of the Vessel Owner to make arrangements for the safety and protection of his boat and appurtenances.
8. The "Rules and Regulations" attached to this Berthing Agreement, and posted on the Marina property, but not herein mentioned, are incorporated herein by reference and binding on the parties hereto. (See Att. #1)
9. A waiver of any condition or term of this agreement by Marina shall not be deemed a continuing waiver of said condition or term of this agreement.
10. In the event of any breach hereunder including but not limited to recovery in whole or in part for services of berthing rental charges, in any Court, either in rem or in personam, the Vessel Owner hereby agrees to pay all Court costs together with attorney's fees, custodian fees, court costs, fees in connection with protecting and preserving the vessel and interest and further that said Vessel Owner be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the Vessel Owner agrees and consents to have Marina appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshal or other duly authorized law enforcement officer, or officer of the court at the Marina facility including removing the vessel in custodia legis from its normal berth to another berth as the United States Marshal or other duly authorized, law enforcement officer, or officer of the court may allow or direct.
11. The berthing space leased under the terms of this agreement has been inspected by the Vessel Owner and is satisfactory for the safe mooring of the vessel. The Vessel Owner agrees that the Marina staff is not responsible for any damage to the vessel as a result of any deficiency of the berthing space. The Vessel Owner shall be responsible for properly securing the vessel within the berthing space for all weather conditions.
12. The Marina reserves the right to terminate this Berthing Agreement at any time in the event the Marina, in its sole discretion, determines it to be in the Marina's best interest to do so.
13. "Live-aboard" or overnight stay on vessel is not allowed and will subject this agreement to immediate termination.
14. The Marina reserves the right to transfer this Berthing Agreement to a third party operator without the consent of the Vessel Owner.
15. At the time of execution of this Lease, the Vessel Owner is required to provide proof of current registration of their boat, including the hull number, Florida Registration number, name and telephone number of emergency contact person, a copy of the Vessel Owner's current drivers license, as well as a picture of the boat showing the name for each boat. (See Attachment 2)

16. Owner authorizes Marina to move and/or operate Vessel Owner's vessel for normal marina operations or in the event of an emergency. In the event normal marina operations or an emergency, as determined by the Marina, require the movement of the vessel, Marina is hereby authorized to move the vessel to a safer area to protect the vessel, if vessel is unattended. Movement will occur solely at Vessel Owner's risk. However, under no circumstances is Marina under any obligation to provide this service. Any costs incurred shall be billed to Vessel Owner. Vessel Owner agrees to indemnify and hold the Marina harmless from any and all liability, loss or damage caused by or to the vessel which may arise out of the Marina's decision not to move the vessel, the inability of the Marina to reach the Vessel Owner, or by the movement of the vessel by the Marina. Vessel Owner shall provide Marina with a set of cabin door and ignition keys. The vessel will be entered by Marina only in the event of an emergency, or for normal marina operations.
17. Marina reserves the right to rent the slip when temporarily vacated by Vessel Owner.
18. Vessel Owner shall not assign, transfer or permit the use of the assigned slip to any other party without written consent of the Marina.
19. Vessel Owner may work on his own vessel if such work does not interfere with the rights or privileges of other Vessel Owners or of the Marina. No outside contractors or individuals will be permitted to undertake any work on vessels in the Marina without prior written approval of Marina. If approval is granted, the outside contractor shall provide Marina with a certificate of workmen's compensation and liability coverage, acceptable to Marina prior to commencing any work. If approval is granted, Marina shall not incur any responsibilities or obligation for the work.
20. Vessel Owner shall keep the vessel fully insured with full marine insurance policy of a "named perils" or "all risks" for the value of the vessel and a third party liability insurance policy, also known as P & I policy in a minimum amount of \$100,000. There shall be no lapse of coverage while vessel is berthed at the Marina. At the time of execution of this Berthing Agreement, Vessel Owner shall deliver a certificate(s) of insurance to Marina naming Marina as an additional insured and shall furnish Marina with a certificate of insurance acceptable to marina upon execution of this Agreement and annually prior to the expiration of the policy. Marina shall not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of Marina facilities. Vessel Owner releases and discharges Marina from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the premises of Marina, including but not limited to fire, theft, vandalism, windstorm, high or low waters, snow, hail, rain, collision or accident, or any Act of God, whether vessel is moored, stored or being hauled by Marina.
21. Operation of vessel shall be restricted to Vessel Owner and those specified below:

22. Vessel Owner authorizes Marina to inspect the vessel for fire hazards and properly operating bilge pumps, but Marina assumes no obligation or responsibility to do so.
23. Vessel Owner assumes responsibility for providing adequate covering, should he or she so desire, to protect vessel from any and all perils, and for the maintenance of such covering while the vessel is in the Marina.
24. Vessel Owner shall remove all personal property from vessel. The Marina shall not be responsible for any personal property stored in the vessel.
25. Any violation of the provisions contained herein or of the Rules and Regulations posted in the office by the Marina shall, at the option of the Marina, serve to terminate this Berthing Agreement upon ten (10) days notice to Vessel Owner and Vessel Owner shall remove vessel from the Marina.
26. Marina shall not be obligated to employ security personnel and shall not be responsible for security. Vessel Owner assumes all responsibility for loss or damage.

27. Vessel Owner shall be responsible for any damage or injury caused or incurred to the marina or to other vessels in the Marina due to Vessel Owner's operation, mooring or for any other cause. Vessel Owner shall be responsible to make sure the vessel is moored securely. Vessel Owner shall be responsible for any and all damages to the Marina and other vessels arising out of any storm and shall indemnify and hold Marina harmless from any liability arising therefrom.

28. In the event the vessel is not removed by Owner at the end of the term of this Agreement or upon earlier termination of this Agreement due to a violation of this Agreement, Marina may authorize the vessel to be towed. If towed, Vessel Owner acknowledges that the provisions of Section 713.78, Florida Statutes, regarding non-judicial sales of vessels may be utilized.

29. In addition to the remedies described herein to the Marina for Vessel Owner's violation and default on his/her responsibilities under this Agreement, Marina shall be entitled to avail itself of all remedies available under applicable law.

I HAVE READ THIS ENTIRE AGREEMENT AND THE MARINA RULES AND REGULATIONS AND FULLY UNDERSTAND ALL OF THE TERMS THEREOF AND REALIZE AS A VESSEL OWNER THAT I AM PERSONALLY RESPONSIBLE AND THAT THE VESSEL IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN.

Owner Signature

Date

MARINA:

By: _____
Fritz A. Behring, County Manager
Clay County Board of County Commissioners

Attachment 1

KNIGHT MARINA FACILITY

RULES AND REGULATIONS

1. All vessels must be registered upon arrival and receive assignment to a berth or slip. Unregistered vessels are not allowed in the marina basin.
2. For determining payment of dockage, vessel length is defined as the overall length and includes **any bow or stern pulpits, boomkins, bowsprits, dinghies, davits or outboard motors.**
3. Vessels berthed in the Marina must be kept in a safe, clean and attractive condition.
4. Water and electricity shall not be wasted and the Vessel Owner shall furnish a hose, which has a positive shut-off at the discharge end.
5. Docks and finger piers shall be kept clear of stored materials.
6. Open fires are not permitted on docks, piers, or on board vessels in the marina.
7. Trash and garbage should be placed in the dumpster. Discharge of untreated sewage, oil or petroleum products into Marina water is prohibited. Trash must be disposed of in a plastic garbage bag with ties.
8. Repair and maintenance of dock facilities will be accomplished by the MARINA ONLY.
9. The extent of vessel repairs and maintenance at dockside is at the discretion of the Marina Manager. Repair projects must be authorized by the Marina prior to starting the work and **major repairs are not permitted.**
10. Vessels shall receive fuel from a fuel service dock with the exception of outboard motor powered vessels with sealed portable cans. No fuel will be pumped/transferred from the vessel to containers on dock areas.
11. Fish will be cleaned and processed only in areas designated by Marina and Vessel Owner is responsible for proper disposal of fish waste.
12. The Vessel Owner retains full control and possession of his own vessel at all times while vessel is in the Marina and shall be responsible for the condition of all mooring lines.
13. Vessel Owners will not display signs on piers, grounds, or vessels.
14. Pets are permitted only if they do not disturb others. They are not permitted in the office, the shower/restrooms, laundry rooms, or Marina dock piers. If a pet "spoils" on Marina Property, the Owner will be required to clean it up.
15. Birds are not to be fed from vessels or piers at any time, nor are manatees to be fed or given water to drink.
16. Watercraft shall not anchor in the entrance of the vessel launch area.
17. Swimming, diving, and fishing shall not be permitted at the Marina docks.
18. A responsible representative of each vessel shall immediately report to the Marina Manager or his representative, the time, place, cause, and circumstances of any accident or injury to a

passenger or other person, or damage to any property, in which a vessel is involved, and within 24 hours shall submit such information in writing to the Marina Manager.

19. Smoking is NOT permitted on any dock, or within 100' of fuel pump station.
20. In a situation where a vessel, which is currently using a slip is sold, the new Vessel Owner is responsible for removing the vessel or executing a berthing agreement for a slip within 24 hours, pending slip availability.
21. When Vessel Owners are not available or unresponsive to move or secure their vessels, the Marina Manager may move or secure vessels as needed and assess a fee for material and labor used.
22. Vessel Owner must notify the Marina Manager a minimum of 30 days prior to termination or upon expiration of the term of this Berthing Agreement should Vessel Owner desire to remove their boat from the Marina. The Security Deposit can not be applied as last month's rent, and will be returned at termination or expiration of Berthing Agreement less any outstanding charges due the Marina. The vessel must be removed from the Marina as of the termination date.
23. Laundry shall not be hung out on vessels, docks, or finger piers.
24. Vessel Owners must verify current Federal documentation or State registration for their vessel(s) berthed in the Marina and must be listed as legal owner on such papers. A copy of this must be kept on file with the Marina Manager at all times along with Vessel Owner's signed Berthing Agreement, proof of insurance, drivers' license, and photo of vessel.
25. Vessel Owner may not sublease or permit vessels owned by others to occupy their assigned slip.
26. All Vessel Owners are responsible for damage caused by their own wake.
27. Vessels shall conform to all Federal, State, and County regulations concerning vessel safety devices and equipment.
28. Berthing rental payment is due and payable by the 1st of each month. There is a late fee of \$25.00 if payment is not received by the 10th of each month. If charges are not paid after 30 days, a daily rate of \$.95/Foot for County residents and \$1.10/Foot for Non-Residents may be assessed effective back to the 11th of the month payment is past due, and remain in effect until all overdue charges are paid.
29. Vessel Owners are required to pay, in advance, a sum equal to the first month's berthing rental, or a pro-rated amount calculated based upon the Vessel Owner's move-in date, as well as a security deposit equal to the full monthly rental rate.
30. All returned checks are subject to a \$20.00 fee or any greater fee, which may be imposed by the Marina's bank for processing purposes.
31. Live-aboard or overnight stay is absolutely forbidden and may subject this Agreement to immediate termination.

I do hereby certify that I have read the foregoing document and promise to comply with the above detailed rules and regulations of the Marina.

Signature of Vessel Owner

Date

Attachment 2

MARINA BERTHING AGREEMENT

Berth # _____

1. Name of Vessel Owner (s): _____

2. Name of Vessel: _____
3. Make or Type: _____
4. Length: _____ ft.
5. Coast Guard Documentation #: _____
6. Hull #: _____
7. Florida Registration #: _____
8. Emergency Contact Person: _____
Address: _____

Telephone number: _____

MARINA BERTHING AGREEMENT

SLIP RENTAL RATES

COUNTY RESIDENT

NON-RESIDENT

Private vessels up to 12 Foot \$100.00/Month (+ applicable tax)	Private vessels up to 10 Foot \$100.00/Month (+ applicable tax)
Private vessels 13-40 Foot \$8.00/Foot/Month (+ applicable tax)	Private vessels 11 – 40 Foot \$10.00/Foot/Month (+ applicable tax)

NOTE: *ELECTRICITY AND WATER ARE INCLUDED IN THE SLIP RENTAL FEE*

1. Pump-Out is not included in the slip rental fee.
2. Neither Knight Marina Facility nor the Clay County Board of County Commissioners is responsible for power outages.

C:\Document\KNIGHT\082602 - Marina Berthing Agree, revisions, P & R 082902.doc