

ROCK LANDING COMMERCIAL FISHING DOCK BOAT SLIP LEASE AGREEMENT

This agreement is made this _____ day of _____, 20__ between the Wakulla County Parks and Recreation Department (the "Department") and _____ (the "Vessel Owner").

1. Vessel Owner Information:

Name: _____
Address: _____
Telephone: _____
Email: _____
Emergency Contact Name and Information: _____

2. Vessel Identification Information:

Vessel Name: _____ Type: Power ____ Sail ____
Manufacturer: _____ Model: _____ Year: _____
Hull Identification No: _____ Home Port: _____
State Registration No.: _____ (attach a copy of Valid State Registration)
Length Overall: ____ Beam: ____ Draft: ____ Vessel Color: _____
Trailer Make: _____ License No.: _____
Vehicle Make/Model: _____ Registration No.: _____

3. Vessel Usage:

Type of Commercial Operation: _____
Captain's Name: _____ Telephone: _____
Typical Crew Assignment: _____ Maximum Number of Passengers: _____

4. Vessel Lienholder:

Name of Lienholder: _____
Loan No.: _____

5. Insurer:

Name of Insurer: _____
Agent: _____ Telephone: _____
Policy No.: _____ Exp. Date: _____

(attach a copy of current Insurance Certification, including Department as an Additional Insured)

The Department and Vessel Owner hereby enter into this Agreement which incorporates the Rules and Regulations for Permit Holders and Wait List Procedures (collectively the "Agreement"), which may be modified or amended as provided in this Agreement, and the Department, as Lessor, agrees to lease to Vessel Owner, as Lessee, that space in the waters of the Rock Landing Commercial Fishing Dock ("Dock") designated as Slip Number _____ (the "Slip") and Parking Space Number _____ pursuant to the following terms:

LEASE OF SLIP: Department hereby leases to Vessel Owner and Vessel Owner leases from Department the Slip for the purpose of docking the Vessel described in 2 above to conduct the commercial operations described in 3 above, including the right to utilize the Dock facilities as necessary for ingress

and egress to said Slip and to secure the Vessel subject to this Agreement in a reasonable fashion to the pilings and cleats associated with the Slip, for the duration of this Agreement. The Vessel Owner shall have no right to construct or place any structure on the Dock, including, without limitation, a dock box or other storage container.

PERMITTED USE: Vessel Owner shall not cause or permit the Slip to be used for any purpose other than the docking of the Vessel described in 2 above. Vessel Owner shall follow and be responsible for instructing all crew and guests to follow the Rules and Regulations for the Dock. This Agreement is for the use of space only and such space is to be used at the sole risk of Vessel Owner. Vessel Owner is solely responsible for the safety, care and protection of the Vessel, its gear, equipment and appurtenances at all times and Department shall not be liable for such safety, care or protection under any circumstances. If Vessel Owner or Vessel causes any damage to the Dock or the property of the Department or Wakulla County, Florida, Vessel Owner agrees to reimburse the costs for all such necessary repairs and replacements within thirty (30) days after an invoice for repairs is delivered to Vessel Owner.

SUBLEASING/LEASE NOT TRANSFERRABLE: This Agreement is not transferrable, without the Department's written consent, either to another Vessel Owner or for any other Vessel, other than that described in 2 above. Vessel Owner shall not sublease or otherwise assign any of the rights or privileges of this Agreement to any other person or entity.

LEASE DURATION: The term of this Agreement shall be for one (1) calendar year beginning _____, 2010. Upon the expiration of the initial one (1) year term of this Agreement, this Agreement may be extended for an additional one (1) year term, subject to the conditions for lease renewal set forth in the Rules and Regulations.

RENTAL FEES: Vessel Owner shall pay to the Department, for the use of the Slip, not including the cost of utilities, if available, the amount of either a) \$1,200 per year prepaid in advance or b) \$125.00 per month payable in advance on the first day of every month at the Department office, _____. All rent shall be paid without prior demand or notice. Vessel Owner may pay any and all sums due by credit card, debit card, check or other form of payment acceptable to the Department. Vessel Owner has the option of prepaying the full annual lease fee at a discounted rate of \$1,200.00. Any prepayment of Slip rent is made at risk by the Vessel Owner and no refunds shall be made for months the Slip was unoccupied by the Vessel or due to termination of this Agreement by either party. The Department reserves the right to increase Slip rental fees upon prior written notice to Vessel Owner.

LATE CHARGES: Vessel Owner shall pay to the Department a charge of \$25.00 if Vessel Owner fails to pay the Rental Fees set forth above on or before the 5th day of the month. Failure to pay the Rental Fees and accrued Late Charges by the 15th day of the month will result in loss of parking privileges granted pursuant to this Agreement until payment in full is made. If not paid in full by the 30th day, the Lease may be terminated as provided herein.

NON-SUFFICIENT FUNDS: Vessel Owner shall pay to the Department a charge of \$30 or five percent (5%) of the face amount of the check, whichever is greater, for each check that is dishonored.

SECURITY DEPOSIT: Vessel Owner shall pay Department a \$250 security deposit prior to execution of this Agreement. Should Vessel Owner breach any provision of this Agreement, including but not limited

to the payment of rent, Vessel Owner may apply all or any part of the security deposit to the payment of any sum in default, and in such event Vessel Owner shall deposit with Department the amount so applied so that Department shall have at all times a full security deposit during the term of this Agreement. If Vessel Owner fully complies with all of the covenants and conditions of this Agreement, the security deposit shall be repaid to Vessel Owner within thirty (30) days after the expiration or termination of this Lease and the removal of the Vessel from the Dock. The security deposit shall not bear interest and need not be held in trust for the account of the Vessel Owner.

TERMINATION OF LEASE: Vessel Owner may terminate this Lease at any time by giving 30 days written notice to the Department. Return of any rental payments shall be at the discretion of the Department.

The Department may terminate the lease if the Vessel Owner defaults by failure to perform or comply with any of the terms or conditions of this Lease; provided, however, the Department shall first give the Vessel Owner 30 days written notice of the default and allow the Vessel Owner 10 days from the date written notice is given to cure. If the Vessel Owner does not cure the default within the 10 day period, the Lease may be terminated.

On termination of the Lease, the Vessel Owner shall immediately remove the Vessel from the Slip and shall remove all personal property, including any litter, trash or debris from the Dock. Should the Department deem it necessary to move the Vessel and personal property, it shall be at the Vessel Owner's expense. If the Vessel Owner fails to remove the Vessel within 10 days after termination of the Lease, the Vessel Owner agrees the Department may (but is not required to) cause the Boat to be removed (together with all personal property of the Vessel Owner) to a location of the Department's choice. The Vessel Owner shall pay or reimburse the Department for all costs incurred in connection with the moving and storage of the Vessel. Vessel Owner agrees that Department, its employees and agents shall have no liability to the Vessel Owner or to any other person for any loss or damage resulting from any such removal of the Vessel, whether occurring by negligence or otherwise. Vessel Owner waives any rights against all such persons and entities by reason of such removal. Furthermore, if Vessel Owner does not claim the Vessel within 60 days of termination of the Lease, the Department may employ its standard surplus property procedures to dispose of the Vessel to pay any delinquent charges.

Termination of the Lease shall not extinguish or forgive any obligation which has been incurred by the Vessel Owner and shall not preclude any cause of action nor any other remedy available by law to the Department.

On transfer of Vessel ownership, the Lease, at the sole option of the Department, shall automatically and immediately terminate at such time as the Vessel Owner sells, leases or otherwise transfers any or all of its interest in the Vessel to any other party, whether or not such transfer is voluntary or involuntary, by operation of law, under legal process or proceeding, by receivership, in bankruptcy or otherwise.

UTILITIES: Vessel Owner shall be responsible for payment of any utility fees associated with the Slip, if applicable, during the term of this Lease. Once utilities are made available, Vessel Owner will have the option of using such services at the rate of \$25 per month, subject to increase upon prior written notice by the Department. Vessel Owner agrees that any such utilities furnished at the Dock will be used in a reasonable manner, and the abuse of any utilities furnished shall be cause for termination of this Agreement at the Department's option.

PARKING/VEHICULAR ACCESS: Vessel Owner shall have the right to park a vehicle and trailer in the parking space assigned to the Slip. Only one parking space is assigned to each Slip. Any illegally parked vehicles are subject to towing.

Vessel Owner shall also have access to the Dock and the right to drive a vehicle onto the Dock for purposes of loading and unloading only. No vehicle should be parked on the Dock for more than 15 minutes. Any vehicle parked on the Dock for more than one (1) hour shall be subject to immediate removal and/or towing.

MAXIMUM BOAT LENGTH POLICY: Boat length is defined as the overall length of the Vessel and includes any bow or stern pulpits, bowsprits, dinghies, davits, outboard motors, or any other attachment that affects the overall length of the boat itself. Vessel length is restricted to 5 feet over the slip length established by the Department. No vessel shall be permitted to occupy the Slip that is unable to access such Slip safely and without potential damage to surrounding vessels and Dock facilities.

VESSEL DOCUMENTATION AND LICENSURE: Vessel Owner agrees to maintain all registration and documentation for the Vessel as required by the laws of the State of Florida. Vessel Owner shall provide a copy of the current registration for the Vessel and any applicable trailers or vehicles at the request of the Department.

Vessel Owner agrees to maintain all licenses, permits and registrations necessary for the operation of the commercial enterprise described in 3 above as required by Florida law. Vessel Owner shall provide a copy of any current licenses, permits or registrations at the request of the Department.

RULES AND REGULATIONS: Vessel Owner must comply with the Rules and Regulations attached to this Agreement and incorporated herein by reference in this Agreement. Violation of any of the Rules and Regulations or breach of any term or provisions of this Agreement can result in the immediate termination of this Agreement at the option of the Department. In the event of any conflict between the Rules and Regulations and this Agreement, the provisions of this Agreement shall control. The Rules and Regulations may be changed periodically at the sole discretion of the Department and subject to the approval of the Board of County Commissioners of Wakulla County, Florida. Prior to implementing any such changes in the Rules and Regulations, the Department shall provide the Vessel Owner with ten (10) days written notice sent by First Class Mail to the address stated above for such notice. Failure of the Vessel Owner to receive notice of changes to the Rules and Regulations shall not be a defense to their validity and enforceability.

CONDITION OF VESSEL: Vessel Owner warrants that the Vessel will be maintained in a clean, seaworthy, sanitary and fully operational condition at all times, and that its Vessel will be regularly repaired and maintained. The Vessel shall be able to get underway under her own power with her crew, and shall not create a fire hazard, eyesore or sinking hazard. Vessel Owner shall keep the Vessel properly moored and dry within at all times.

CONDITION OF SLIP: Vessel Owner accepts the condition of the Slip and the Dock "as is" and Vessel Owner acknowledges that the Department makes no express or implied warranties as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, fences, locks or other aspect of the Dock.

HAZARDOUS MATERIALS: Vessel Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local government statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Vessel Owner agrees and does hereby fully indemnify and shall hold Department harmless from any loss, damage or expense, including reasonable attorneys fees and costs of any legal actions which Department may incur or suffer by reason of any claim or liability arising from Vessel Owner's non-compliance with applicable environmental laws and the terms of this paragraph. Vessel Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle or otherwise, in, on or about the Slip or Dock facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

LIMITATION OF DEPARTMENT'S LIABILITY: THE SLIP IS TO BE USED AT VESSEL OWNER'S SOLE RISK. DEPARTMENT SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE VESSEL, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE VESSEL, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DEPARTMENT'S NEGLIGENCE. VESSEL OWNER HAS EXAMINED THE DOCK AND THE SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE DOCK AND SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF HIS VESSEL. VESSEL OWNER IS RESPONSIBLE FOR DAMAGE TO OTHER VESSELS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILINGS CAUSED BY THE VESSEL, VESSEL OWNER, VESSEL CREW, EMPLOYEES, INVITEES OR AGENTS, OR THE COUNTY, THE DEPARTMENT, OR THEIR EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE VESSEL OWNER.

INDEMNITY OF DEPARTMENT: VESSEL OWNER, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD DEPARTMENT AND DEPARTMENT'S EMPLOYEES AND AGENTS HARMLESS FROM: (I) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE VESSEL, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON; (II) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE VESSEL, INCLUDING PASSAGE OF INVITEES/GUESTS WHILE BOARDING OR LEAVING VESSEL AND THEIR TRANSIT OVER DOCKS/LEASED PREMISES; AND (III) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF VESSEL OWNER'S USE OF THE DOCK, THE PRESENCE OF VESSEL OWNER'S VESSEL, CAR OR PERSONAL PROPERTY AT THE DOCK, OR THE MOVING OF THE VESSEL, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF DEPARTMENT'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. DEPARTMENT DISCLAIMS ALL IMPLIED WARRANTIES, AND VESSEL OWNER, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES THE COUNTY AND THE DEPARTMENT FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE DOCK ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF VESSEL OWNER OR ITS CREW, ALL EXPENSES INCURRED BY DEPARTMENT TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY OWNER ON DEPARTMENT'S DEMAND.

INSURANCE: Vessel Owner must maintain liability insurance upon the Vessel with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Additionally, Vessel Owner shall maintain a full coverage insurance policy for the replacement value of the Vessel. Vessel Owner shall furnish evidence of such insurance to Department within ten (10) days of executing this Agreement reflecting the County/Department as an Additional Insured. It is expressly agreed by Vessel Owner that the Department is not and shall not be construed to be an insurer of Vessel Owner's property loss or

property damage to the Vessel, its motor, accessories or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Vessel Owner waives his insurer's right of subrogation against the Department and its employees.

AMENDMENTS: Department reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice sent by First Class Mail to the address indicated above for such notice thirty (30) days prior to the effective day of said amendment.

LAWS: In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any action arising under or relating to this Agreement shall be in a court of competent jurisdiction in Wakulla County, Florida.

NON-RESIDENTIAL TENANCY: Parties agree that this Agreement does not constitute and shall not be construed as a residential tenancy.

LIVE ABOARD PROHIBITION: The Vessel shall not be used for live aboard accommodations or overnight stays. Any such use of the Vessel shall be deemed a default under this Agreement.

ENFORCEMENT: If the Department shall determine during the term of this Agreement that Vessel Owner is in violation of this Agreement, Department shall give notice of the violation to the Vessel Owner in writing. Such notice shall state the nature of such violation and refer to the specific parts of the Agreement, Rules and Regulations, or other law or regulation violated if said violation is not cured within 10 days. Department may enforce this Agreement through any of the remedial provisions contained herein in addition to enforcement by County, the Harbor Master, or any other legal or equitable remedies available to it at law or in equity. The Department shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings.

WAIVER: The waiver of the Department for a verbal declaration of liability under any conditions of this Agreement shall not be construed as a waiver of any subsequent conditions or default of any other terms of this Agreement.

SEVERE WEATHER AND OTHER EMERGENCIES: Department expects Vessel Owner to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Vessel Owner warrants such arrangements have or will be made. Vessel Owner may not assume that Department's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Department, the Sheriff or the Harbor Master, in their sole discretion, reserve the right to move or evacuate the Vessel or take such other actions as Department deems appropriate at Vessel Owner's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY DEPARTMENT. DEPARTMENT SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Vessel Owner agrees to reimburse Department for any and all costs it incurs on Vessel Owner's behalf in emergency situations.

HOLDOVER: In the event Vessel Owner remains in occupancy of a Slip or parking space beyond the expiration or earlier termination or cancellation of this Agreement, Vessel Owner shall be liable to Department as damages, in addition to all other charges due under this Agreement, a daily charge equal to two times the fee payable to Department pursuant to the then current rental fee schedule.

MISCELLANEOUS:

- a. Where required by the context of this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include any other appropriate genders.
- b. This Agreement, including the Rules and Regulations constitutes the entire agreement between the parties.
- c. Time is of the essence of this Agreement.
- d. No forbearance by the Department of action upon any violation or breach of any terms, provisions and covenants contained herein shall be deemed or construed to constitute a waiver of strict compliance with the terms, provisions and covenants of this Agreement.

EMERGENCIES: Vessel Owner hereby authorizes the Department and the Harbor Master to move the above-described Vessel or take whatever action is deemed appropriate by the Department as may be required in an emergency situation, or to avoid loss or damage to Department property or the property of others. In such event, Vessel Owner shall be required to pay all costs incurred by the Department.

NOTICE: Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on the Vessel Owner's Vessel. In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

SUCCESSORS AND ASSIGNS: This agreement shall be binding upon the parties, their heirs, successors and assigns, and may be changed only by a written instrument signed by the parties (not orally).

VESSEL OWNER HEREBY CERTIFIES THAT I HAVE READ AND AGREED TO THE ABOVE TERMS AND THAT I WILL AGREE TO ABIDE BY THE CURRENT RULES AND REGULATIONS OF THE DOCK.

IN WITNESS OF THIS AGREEMENT, THE PARTIES HAVE SIGNED IT BELOW ON THE DATES SET FORTH BELOW THEIR RESPECTIVE SIGNATURES.

Vessel Owner

Date

Department Director

Date