

**HISTORIC SEAPORT MARINA
SLIP & DOCK SPACE APPLICATION
ACURA KEY WEST 2009**

*It is requested that the owner of the yacht requesting a slip or dock space at the Historic Seaport Marina fill out this application and fax it back with their credit card information. **Applications will be processed on a first-come, first-served basis.** When the application has been processed and a slip or dockspace has been assigned, the application, with the confirmation section completed, will be faxed back to the yacht owner. **Please note that a 50% deposit will be secured at the time of the confirmation (non-refundable after September 15th). On November 15, 2008 the remaining 50% will be charged to your account, and is fully non-refundable at that time.***

Y Yacht Name: _____ Length Overall (LOA)*: _____ *Min LOA 30ft req
A Model: _____ Maximum Beam: _____ *Melges 24s allowed*
C Race Week Yacht OR Tender (circle one) Draft: _____
H Hull Color: _____
T Requesting: Slip / Dock Space
 Rafting Space
 Arrival Date: _____ AM or PM (circle one)
 Departure Date: _____ AM or PM (circle one) **Check Out is 11:00 AM**

There are limited slots for Farr 40s only at the Schooner Wharf floating docks. Contact the Schooner Wharf directly at 305-292-3302 (fax: 305-292-1727).

Have you submitted an entry for Acura Key West 2009? yes / no (circle one)

E Entrant Name _____ Owner or Charterer (circle one)
N Mailing Address _____
T _____
R _____
A Day Phone _____ Fax _____
N Home Phone _____ E-Mail _____
T Cell/Mobile Phone _____

F Please read the waiver on the reverse side before signing the card holder signature
E Slip / Dock Space Fee: (US\$3.50 / foot X _____ feet) X _____ nights \$ _____ (+.075% tax)
E Rafting Fee: (US\$3.00 / foot X _____ feet) X _____ nights \$ _____ (+.075% tax)

A 50% deposit will be secured at the time of confirmation(non-refundable after 9/15). On 11/15 the remaining 50% will be charged (fully non-refundable at that time).

P Credit Cards: Visa ___ MC ___ Amex ___ (Visa, MasterCard & American Express are accepted - NO Discover)
A Card Number: _____ Exp: _____
Y Cardholder Name: _____ Cardholder Signature: _____
M
E
N
T

TO BE COMPLETED BY HISTORIC SEAPORT MARINA

Date Received: _____ **Credit Card Valid: Y / N** **Deposit Amount:** _____
Slip / Dock Assignment: _____
Date Confirmation Faxed: _____ **Confirmation Number:** _____

Please address ALL applications and inquiries to Dockmaster Terri Otto
 Historic Seaport • Key West Bight Marina • 201 William St • Key West, Florida 33040
 Office : +1-305-809-3983 Fax: +1-305-293-8369 Email: totto@keywestcity.com

DOCKAGE/LEASE AGREEMENT-AGREEMENT made and entered this date by and between City of Key West having its office at P.O. Box 1409, Key West, Florida 33041, herein designated as "LANDLORD" and the person whose name and address is shown hereon, herein designated as "TENANT".

The TENANT acknowledges that he has inspected the berthing space leased herein and satisfied himself that the berthing space is adequate for the safe mooring of his vessel. The TENANT further acknowledges and understands that this AGREEMENT is not a bailment of the TENANT's vessel but a lease of berthing space only and LANDLORD's liability is limited to the maintenance and upkeep of the waterfront area. The TENANT assumes full and complete responsibility for attending to his vessel in the event of dangerous weather conditions and/or other conditions requiring supervision and attention to his vessel. The LANDLORD assumes no responsibility for the supervision of the TENANT's boat, tending mooring lines or moving boats from berths to which they are assigned. It is expressly agreed that LANDLORD shall not be liable for loss or damage to any property left or stored by TENANT or any other person in or upon the boat or vessel of LANDLORD premises and TENANT expressly waives any and all claims for such loss or damages against LANDLORD and agrees to hold LANDLORD harmless from and against any such claims. The TENANT for himself, his assigns, successors' and interests, legal representatives, his estate, as the case may be, hereby releases and agrees to indemnify and hold harmless the LANDLORD, its assigns, successors' and interest, legal representatives for any and all liability for personal injury, loss of life and property damage of any kind whatsoever.

(1) Arising out of the ordinary negligence of the LANDLORD or its employees and agents in connection with the LANDLORD's premises or the use of storage space;

(2) In connection with the TENANT's boat or vessel, motor and accessories while it is on the premises of the marina;

(3) For loss of damage to the TENANT's boat, vessel, motor and accessories or contents there to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricanes, ordinary or other negligence on the part of the LANDLORD or its employees and agents, or other casualty loss.

DEFAULT, REMOVAL, SALE

Prompt and timely delivery of the rented dockage space and strict observance of the Rules and regulations made a part hereof, are essential conditions upon which this agreement is made and accepted. Any failure by TENANT to comply with each of said terms shall constitute a default by TENANT and shall give LANDLORD the right at its option to terminate this Agreement and any license TENANT may have hereunder. LANDLORD may so terminate by mailing to TENANT a notice of termination in the manner provided by certified mail attempted at the address provided by TENANT in the beginning of this Agreement or if hand delivery is attempted at said address by an authorized employee of the LANDLORD at least three (3) days prior to the effective date of termination. LANDLORD may retain any prepaid rent as liquidates damages and such damages shall not be considered a penalty. If TENANT fails to vacate the dockage space within seven (7) days after delivery of said notice as provided above, LANDLORD shall have the right at its option:

(a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of LANDLORD both the vessel and any other personal property of TENANT found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion on LANDLORD and TENANT hereby designates LANDLORD as its attorney-in-fact for purposes of acting in its place for purposes of such removal and relocation, and agrees that LANDLORD and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. LANDLORD further agrees to pay all costs incurred by LANDLORD in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and

(b) to pursue any remedy provided by state or federal law; and

(c) if non-payment of rent continues for six (6) months, to sell the vessel at a non-judicial sale after thirty (30) days notice to TENANT as provided in paragraph above. The remedies provided in Florida Statutes section 328.17 for such non-judicial sale of a Vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to LANDLORD; and

(d) non-payment of rent for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court Order.

GENERAL CONDITIONS

1. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by TENANT.

2. The LANDLORD reserves the right to lease or refuse to lease to any person for any reason.

3. TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.

4. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle, equipment and all other obstructions, and further agrees to refrain from disposing of or placing any waste or foreign materials including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin, and in general abide by all applicable environmental laws and regulations.

5. An infraction of the rules and regulations contained herein or established and adopted by the LANDLORD, and/or as posted in the office of the LANDLORD shall, at the option of the LANDLORD, cancel this lease agreement and the TENANT shall remove his/her vessel from the premises.

6. The use of the harbor or Marina electrical outlets for the operation of power tools, battery charges, welders, air conditioning, heating units, etc. are prohibited except by special permission from the LANDLORD.

7. The LANDLORD does not guarantee the continuity of electrical service where prohibited, nor does the LANDLORD accept any responsibility/liability for any damage caused by the provided electrical service.

8. The use of torches or open flames, inflammable or toxic removers, or any other hazardous equipment and/or material is strictly prohibited.

9. The LANDLORD will not be responsible for delays of any nature including, but not necessarily limited to inclement weather or any other circumstances beyond the LANDLORD's control.

10. A TENANT may work on his/her own vessel providing that such work does not interfere with the rights, privileges and safety of other persons, tenants or property. The LANDLORD requires any outside mechanic, craftsman or any other persons performing any work whatsoever on TENANT's boat while in or on the premises of the LANDLORD to first provide LANDLORD all evidence of operational licensing and any other documentation required by LANDLORD policies, including but not necessarily limited to , certificate of workman's compensation and liability insurance coverage, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions shall cause the TENANT to remove his/her boat from the premises of the LANDLORD for repairs.

11. Rent for space is DUE AND PAYABLE IN ADVANCE.

12. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANT's boat during the making of repairs or for normal marina operations solely at TENANT's risk.

13. Unless otherwise approved by LANDLORD it is understood and agreed that no boat is to be removed from its space unless and until all charges for space rental service and/or materials have been paid in full.

14. TENANT agrees that in the event suit is brought in behalf of the LANDLORD against TENANT to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the TENANT shall pay the LANDLORD's reasonable attorney fees for such suit of collection plus costs, as provided by law.

15. In the event TENANT fails to remove his/her boat and property from the space rented to TENANT at the termination of space rental term as defined on the front side of this agreement, LANDLORD may at its sole option: (1) charge to TENANT's account rent daily on a prorata basis for each day of or portion thereof the space is occupied; (2) avail itself of the remedies provided for in paragraph 16; (3) avail itself of any other remedy available to LANDLORD.

16. If TENANT becomes delinquent in rental payments, TENANT agrees to allow LANDLORD the right to take over the property of the TENANT and to secure the property to the space occupied, or to store the property in any other location deemed appropriate by LANDLORD. Space made vacant by the removal of property of the TENANT may then be rented to another at the sole discretion of the LANDLORD.

17. INSURANCE: TENANT AGREES that he/she will keep his/her boat fully insured with complete marine insurance including hull coverage, indemnity, liability, and any other insurance that may be required by LANDLORD. Such insurance shall meet all minimum requirements established by LANDLORD.

18. Operation of the boat shall be restricted to TENANT's signatory/signatories to this Agreement unless otherwise specified in writing herein.

19. FINANCIAL TERMS AND CONDITIONS FOR DOCKAGE DEPOSITS: (i) At the time the LANDLORD confirms a reservation for regular daily slip rental a deposit equal to one day dockage fee will be collected. In the event that the reservation is cancelled without at least seven (7) days notice, the deposit becomes non-refundable. (ii) For "Special Events" so designated by the LANDLORD, there will be a five (5) day minimum slip rental policy in effect. Deposits for Special Events will be one hundred (100) percent of the five (5) day minimum dockage. In the event that the reservation is cancelled without at least thirty (30) days notice the deposit becomes non-refundable.

20. IN CASE OF EMERGENCY as determined by LANDLORD, the TENANT agrees that the LANDLORD shall retain the right to move TENANT's boat, where possible and practical, to a safer area to protect the boat, property or general welfare in the event the TENANT's boat is unattended. Any costs incurred by LANDLORD shall be billed at current LANDLORD rates.

TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat by the LANDLORD. In general the TENANT shall be solely responsible in any and all emergency measures.

21. The TENANT warrants that neither the TENANT nor his/her vessel, nor any guest or occupant of TENANT's vessel, will engage in any activities that are deemed illegal by any applicable municipal, county, state, federal or international law. Further, the TENANT, warrants that TENANT will comply with all rules, regulations, and documents of the Key West City Marinas.