



Vessel \_\_\_\_\_ Slip # \_\_\_\_\_

**NAPLES MUNICIPAL DOCK  
RECREATIONAL USE AGREEMENT**

THIS RECREATIONAL USE AGREEMENT (the "Use Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the CITY OF NAPLES, a Florida municipal corporation ("City"), the address of which is 735 Eighth Street South, Naples, Florida, 34102, and \_\_\_\_\_ ("User"), whose address is \_\_\_\_\_.

For valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

**1. PREMISES/USER'S VESSEL**

**1.1** City agrees to permit the User to use Slip # \_\_\_\_\_ (the "Slip"), located at the City of Naples Municipal Dock, 880 Twelfth Avenue South, Naples, Florida, 34102 (the "Municipal Dock") which includes the right to use the Slip and the non-exclusive right to use, in common with other users at the Municipal Dock, and the public, its piers, wharves and loading platforms and the improvements constructed on them. The Slip and the Municipal Dock are located within the lands leased to the City pursuant to the Sovereign Lease (as defined in Section 6.6 below), said lands legally described on Exhibit "A" attached hereto and incorporated herein by reference. The Municipal Dock and location of the Slip are generally set forth on Exhibit "A-1" attached hereto and incorporated herein by reference. User agrees that the City shall at all times have the right and privilege of determining the nature and extent of the Municipal Dock and Slip (including, without limitation, the right to modify or revise the descriptions of the Slip and Municipal Dock attached hereto as Exhibit "A"), and of making such changes, rearrangements, additions or reductions to the Municipal Dock and Slip that the City shall deem proper, or which are made as a result of any federal, state or local law, rule, regulation, guideline or order.

**1.2** Nothing contained herein shall be deemed to grant an ownership right, leasehold interest or tenancy right to User in the Slip or in the Municipal Dock.

**1.3 User Information**

NAME: \_\_\_\_\_ Tax/ID: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_ BUS. PHONE: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_



Vessel \_\_\_\_\_ Slip # \_\_\_\_\_

**1.4** User's Vessel. The following vessel shall be hereinafter referred to herein as "User's Vessel":

VESSEL NAME: \_\_\_\_\_ FL. REG. DOC. # \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_ YEAR: \_\_\_\_\_

LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_ DRAFT: \_\_\_\_\_

INSURANCE CARRIER: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

HULL SERIAL # \_\_\_\_\_

CIRCLE TYPE OF OWNERSHIP: Individual Partnership Corporation LLC Other \_\_\_\_\_

CIRCLE TYPE OF VESSEL: Fishing boat Sailboat Other \_\_\_\_\_

**User must own a controlling interest (greater than 50%) in the User's Vessel. User must provide an affidavit of ownership interest in the User's Vessel prior to entering into a Use Agreement, upon any change of ownership of the User's Vessel, and any time requested by the City.**

OTHER OWNERS: \_\_\_\_\_ (\_\_\_\_%). \_\_\_\_\_ (\_\_\_\_%).

**1.5** Notwithstanding anything to the contrary contained in this Use Agreement, the City reserves the right (in the City's sole and absolute discretion) to reassign User to another slip within the Municipal Dock that is of equal or greater size to the Slip, upon ten (10) days notice to User. User agrees to acknowledge in writing the reassignment of the Slip if requested by the City within ten (10) days of the City's request.

**2. AUTHORITY**

**2.1** The City's Manager or designee shall be authorized to execute, administer and provide for notification of termination of this Use Agreement.

**2.2** The term of this Use Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and shall continue from month to month thereafter until terminated by either party, unless sooner terminated in accordance with, and pursuant to, the terms and conditions of this Use Agreement, the Code of Ordinances of the City of Naples, or the duly adopted rules and regulations of the Municipal Dock and any other local, state or federal laws. This Use Agreement may be terminated by City on one week's notice to User of City's intent to terminate this Use Agreement. This Use Agreement may be terminated by User upon 15 days notice to City of User's intent to terminate this Use Agreement.

**2.3** User acknowledges that User has no renewal option or renewal right under this Use Agreement and that upon the expiration or sooner termination of this Use Agreement, User shall immediately deliver possession of the Slip to the City.

**3. USE FEE/SECURITY DEPOSIT**

**3.1** For each month during the term of this Use Agreement, User agrees to pay City the use fee rate prescribed by Resolution of the City Council of the City of Naples for the use of the Slip, which may be modified or amended in the sole and exclusive discretion of the City Council during the term of this Use Agreement. Upon signing this Use Agreement, User must pay the first month's use fee and last month's use fee plus a refundable



damage deposit in an amount equal to one month's use fee ("Security Deposit"). The Security Deposit shall be held in a non-interest bearing account.

- 3.2** Use fees shall be paid in advance and shall be considered delinquent if not paid in full on or before the tenth day of each month. In the event any use fee shall remain unpaid for 30 days after the same becomes due and payable, City may, at the option of City's City Manager or designee terminate this Use Agreement.
- 3.3** Future use fee rates may be adjusted by the City annually based upon a formula approved by the City Council by Resolution. Such adjustments shall be automatic without the need to amend the Use Agreement, provided, however, in the event the City elects to amend the Use Agreement to reflect such increased fees, User agrees to amend the Use Agreement.
- 3.4** All payments shall be made without demand at the City of Naples Department of Finance, 735 Eighth Street South, Naples, Florida 34102, or at such other place and to such other person as the City may from time to time designate in writing and shall be received by City no later than the 10<sup>th</sup> day of each month.
- 3.5** When the Use Agreement begins on a date other than the first day of the month the first month's use fee shall be prorated.
- 3.6** A charge of five percent (5%) of the total monthly amount that is not paid when due shall be assessed each month. In addition, the City shall be able to place a lien against User's Vessel, or any vessel hereafter moored by User at the Slip, including the appurtenances and contents thereof, in the event of any unpaid sums due for the use of the docking facilities or other services or for damages or injuries caused or contributed to by User or any vessel owned by User to any docks or property of City or to any other property or persons at the Municipal Dock.
- 3.7** The City shall not be required to keep the Security Deposit separate from its general funds or in an interest bearing account and the City shall not be obligated to pay any interest to User that may be collected on the Security Deposit. If User defaults with respect to any provision of this Use Agreement, including without limitation, the payment of the use fee, the City may use, apply or retain all or any part of the Security Deposit for the payment of any use fee, or to compensate the City for any other loss, cost or damage which the City may suffer by reason of User's default. If any of the Security Deposit is so used or applied, User shall, within five (5) days after notice thereof, deposit cash with the City in an amount sufficient to restore the Security Deposit to its original amount.

#### **4. POSSESSION**

- 4.1** In return for User's proper performance of all obligations, City shall provide to User use of the Slip in reasonably good condition, and without unreasonable disturbance.

#### **5. ASSIGNMENT**

- 5.1** Except as provided herein, User shall not assign or encumber this Use Agreement, nor assign or transfer in any way, any interest in User's Vessel, nor use or permit the use of the Slip for any purpose other than provided by the terms of this Use Agreement. User shall not allow anyone else to use the Slip by agreement or otherwise, or any part thereof. In the event that City, in the City's sole and absolute discretion, permits User to assign or



transfer this Use Agreement or permits anyone else to utilize the Slip on User's behalf, User acknowledges that pursuant to the Sovereign Lease (as defined in Section 6.6 below) the instrument permitting any such permitted transfer, assignment or use shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of the Slip to be paid to the City, which upon receipt, shall report and transmit said amount to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, the Lessor under the Sovereign Lease. Such instrument of the User to transfer the right to use the Slip or assign this Use Agreement shall also include a provision that clearly notifies any subsequent transferee or assignee that the provision set forth in the proceeding sentence is placed in each succeeding instrument or agreement used to transfer the Slip or assign the Use Agreement, that is permitted pursuant to the Use Agreement.

**5.2** No vessel other than User's Vessel may be moored at the Slip. If User sells the existing vessel, purchases a new vessel, or the vessel is otherwise permanently removed, User shall immediately notify City with the information on the new vessel, and provide intentions as to the future use of the Slip. Any and all uses of the Slip must conform to the terms of this Use Agreement, the Code of Ordinances of the City of Naples, and the duly adopted rules and regulations for the Municipal Dock.

## **6. USE**

**6.1** The Slip is to be used for docking or mooring space for recreational vessel and use purposes only, and only for User's Vessel. Any other use of the Slip by User is not permitted without the written consent of the City which consent may be withheld in the City's sole and exclusive discretion.

**6.2** The Slip is to be used at the sole risk of User, and the City shall not be liable for the care, protection or security of User's Vessel, appurtenances or contents, or for any loss or damage of any kind or nature to the User's Vessel, User's Vessel appurtenances or contents, due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, other casualties or any other reason. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear, electrical and water services and the City shall not be responsible for any injuries to persons or property occurring upon the Municipal Dock for any reason.

**6.3** User shall not deposit or allow garbage or trash to be deposited at the Slip. All garbage must be properly deposited and contained within the appropriate containers supplied by the City and User must comply with any and all laws relative to proper storage, removal or disposal of refuse.

**6.4** User shall not create or cause any nuisance (as determined by the City, in the City's sole discretion) to occur or continue at the Slip or Municipal Dock.

**6.5** User shall not conduct or engage in any illegal activity at the Slip, on the Municipal Dock or upon User's Vessel.

**6.6** User, in the use and occupancy of the Slip, shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of any governmental agency with authority over the Municipal Dock, including, without limitation, the Naples City Dock Marina Operations and Management Plan which is attached hereto and incorporated herein as Exhibit "B (collectively "Government Regulations"). Without limiting the



generality of the foregoing, User acknowledges this Use Agreement is subject to that certain Sovereignty Submerged Land Lease Renewal and Modification to Reflect Current Structures, Reduce Term to Five Years and Remove Special Lease Condition (as may be further amended or renewed) with an effective date of July 1, 2008, between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (collectively "Sovereign Lease"). User agrees to abide by all the provisions of the Sovereign Lease, and any amendments, renewals and modifications to the same. Further, User agrees that:

- (a) All parts of User's Vessel (including, without limitation, any extensions of the User's Vessel's bow pulpits, dive platforms, nets, trawl doors, outboard motors, outdrives and dinghies) moored at the Slip shall at all times be located wholly within the boundary of the Slip;
- (b) User shall possess a current registration and title as required by Chapters 327 and 328, Florida Statutes for User's Vessel, or current vessel registration and title as required in another state or country for User's Vessel;
- (c) User's Vessel shall be maintained in a fully operational condition and capable of self-propulsion;
- (d) Discharge to surface waters of User's Vessel's sewage is prohibited;
- (e) Liveboards at the marina are prohibited and the User's Vessel shall not be a livaboard. "Livaboard" is defined as a vessel docked at the marina that is 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; and
- (f) A violation or failure to comply with any of the foregoing shall, in addition to and not as a limitation of any other remedy of the City hereunder, entitle the City to immediately eject from the Slip and marina the User.

Notwithstanding the term set forth in Section 2.2 above, in the event the Sovereign Lease or any other governmental authority or permission necessary to operate the Municipal Dock or the Slip is terminated or expires, this Use Agreement, at the sole option of the City, may be terminated by the City and this Use Agreement shall be deemed to expire as of the date the Sovereign Lease or such other governmental authority or permission necessary to operate the Municipal Dock or the Slip is terminated or expires, as the case may be.

- 6.7** User shall not do or permit any act which will conflict with provisions of any insurance policies covering the Municipal Dock.
- 6.8** A maximum of one (1) use agreement for one (1) Slip will be entered into and be in effect with any User, whether an individual, corporation, limited liability company, firm, partnership, trust or other entity, or to any affiliate of same, at any time. "Affiliate" shall mean any individual or business that directly owns or controls, is owned or controlled by or is under common ownership or control with, another individual or business entity. "Own" shall mean to possess an equity interest or equivalent in a vessel. Any User in possession of a fully executed and authorized use agreement issued by the City will be prohibited from having any financial investment or ownership of any kind in any other



charter business or vessel, or recreational vessel operating or moored at the Municipal Dock, or within any designated mooring area managed by the City.

- 6.9** The mooring of vessels at the Municipal Dock are subject to the ordinances, rules and regulations of the City of Naples (as may be amended from time to time), and the terms of this Use Agreement, and do not create any other rights in User.
- 6.10** Restroom facilities are available 24 hours per day, seven days a week. Sewage pump-out is also available within the Municipal Dock. The locations of the restroom facilities and sewage pump-out are generally shown on Exhibit "A-1".

## **7. UTILITIES**

- 7.1** If utility charges are deemed necessary (as determined in the City's sole discretion) at some future date, utility charges (including any and all taxes) shall be added to User's monthly use fee bill without further negotiation.
- 7.2** In the event utility charges are due pursuant to Section 7.1, User shall be responsible for the timely payment of all utility charges, including without limitation charges for electricity, water, cable, and telephone, if any.
- 7.3** In the event utility charges are due pursuant to Section 7.1 and if User fails to make timely payments on said utility charges, the City may require the amounts due to be paid as additional use fee on the date the next use fee payment is due.

## **8. REPAIRS AND MAINTENANCE**

- 8.1** The City agrees to operate and maintain dockage and mooring facilities at the Municipal Dock in a reasonably clean, sanitary, and safe condition and comply with federal, state, and local law and the terms and conditions of federal, state, and local permits regarding the operation and maintenance of the Municipal Dock.
- 8.2** The City shall be responsible for the repair, maintenance and reconstruction, if and when the need arises (as determined by the City in the City's sole discretion), of the Slip and the Municipal Dock in a good, tenantable, and structurally sound condition, unless needed repairs and reconstruction are caused by the negligence or the wrongful acts or other acts of User, User's Vessel, User's employees, guests, agents, visitors or invitees.
- 8.3** User shall keep the Slip in a clean, sanitary, and safe condition in accordance with any rules, codes or regulations of any governmental agencies having proper jurisdiction. City will have the authority to make such determination in City's sole discretion.
- 8.4** User shall not make any improvements or alterations to the Slip without prior written approval of City, which approval may be withheld in City's sole and exclusive discretion.
- 8.5** If the Slip is destroyed or so damaged by fire or other casualty during the term of the Use Agreement so as to become not usable by User (as determined by City in City's sole discretion), City shall have at its option: (i) the right, notwithstanding anything to the contrary contained herein, to immediately terminate this Use Agreement; or (ii) the right (but not the obligation) to render said Slip usable by repairs within one hundred and twenty (120) days therefrom, and User shall not be obligated to pay any use fee during the period of time that the Slip is unusable. In the event of such casualty, User shall not



be required to make any repairs or replacement of any improvements, nor shall City be responsible for the replacement of User's Vessel or personal property. If the City elects to render the Slip usable and the Slip is not rendered usable within such one hundred and twenty (120) day period, either party then shall have the option to cancel the Use Agreement, and if the Use Agreement is so canceled, the use fee shall be paid only to the date of such casualty. The cancellations herein contemplated shall be effected by written notice directed to the other party.

**9. RIGHT OF ENTRY**

**9.1** The City has the right, at all reasonable times, to enter upon the Slip to inspect, maintain, repair, or to make reasonable alterations to the Slip. The City may not unreasonably interfere with User's use of the Slip.

**10. SIGNS**

**10.1** Signs at recreational slips shall be permitted only in accordance with rules and regulations promulgated by the City in the City's sole and absolute discretion.

**11. INSURANCE**

**11.1** User, at User's own cost and expense, shall at all times during the term of this Use Agreement maintain with an insurance company, acceptable to City, a Public Liability and Property Damage policy to include fuel and oil spill liability with limits of not less than three hundred thousand and no/100 dollars (\$300,000) per occurrence, naming the City of Naples as an additional insured, said minimum limit subject to future increase by the City.

**11.2** User shall provide the City with a copy of the insurance policy evidencing coverage upon execution of this Use Agreement and no later than thirty (30) days prior to expiration of a policy, evidence of the renewal of the policy.

**11.3** Any contractors employed by User shall register at the Municipal Dock office prior to beginning work, providing a valid business license and proof of insurance naming the City of Naples as additional insured in compliance with the terms set forth herein and as designated by the office of risk management of City with limits of not less than one million and no/100 dollars (\$1,000,000) annual aggregate and comply with all laws.

**12. LIABILITY**

**12.1** The User and the City shall respectively be responsible for liability attributable to or resulting from the acts or omissions of such party provided, however, that notwithstanding anything in this Use Agreement to the contrary, the City does not waive, alter or diminish any of its protections under sovereign immunity set forth under Florida law.

**13. RELEASE OF LIABILITY UPON SALE, LEASE, RENOVATION OR REPLACEMENT**

**13.1** In the event of: (i) any sale, or sales of the Slip or the Municipal Dock by the City; (ii) the assignment of this Use Agreement by the City; and/or (iii) any renovation, replacement or removal of the Slip or Municipal Dock by the City, the City shall have (at the City's sole option) the right (but not the obligation) to immediately terminate this Use



Agreement upon notice to User. The City's obligations under this Use Agreement shall be binding upon the City only for the period of time that the City is a party to this Use Agreement and upon an assignment of this Use Agreement by the City, User shall look solely to the City's assignee under this Use Agreement for the satisfaction of each and every obligation of the City hereunder.

#### **14. RULES AND REGULATIONS**

- 14.1** The City reserves the right from time to time to adopt and to amend ordinances, rules and regulations applicable to the Slip and the Municipal Dock. The City will provide at least ten (10) days notice of such ordinances, rules and regulations, prior to adoption by the City Council, to be posted at the Municipal Dock. Failure of the City to post at the Municipal Dock said ordinances, rules and regulations prior to adoption shall not affect the validity of said ordinances, rules and regulations nor their effect upon this Use Agreement.
- 14.2** User acknowledges that with the signing of this Use Agreement, the User has received a copy of the current ordinances, rules, regulations and policies and agrees to abide by such ordinances, rules, regulations, and policies; and further agrees to abide by such ordinances, rules, regulations and policies as may in the future be adopted or amended; and further agrees to abide by all applicable federal, state and local laws and regulations.
- 14.3** User shall not use, nor cause to be used, the Slip for commercial chartering purposes of any kind.
- 14.4** Users who are operators of vessels or businesses with restricted occupational licenses shall utilize the designated multi-use slips at the Municipal Dock for any and all approved activity. All restricted vessel activity at the Municipal Dock shall be scheduled in advance with City. Any additional use fees charged for this activity shall not relieve User from payment of any fees designated for such uses.

#### **15. DEFAULT BY USER**

- 15.1** Recognizing the importance to the City of maintaining a first-class image and operation of the Municipal Dock, User shall maintain at all times a professional relationship with the City, with other Users and with other persons visiting and using the Municipal Dock. Upon conviction of User for any felonious activity, User shall be in default, and must vacate the Slip immediately.
- 15.2** In addition to any other default as so defined by the Use Agreement or by law, the following events shall be deemed to be events of default by the User under the Use Agreement:
  - (a) User's failure to pay any installment of the use fee when such failure continues for a period of ten (10) days after the due date, or the User's failure to pay any other expense as herein provided when such failure continues for a period of ten (10) days after written demand by the City;
  - (b) User's failure to comply with any term, provision or covenant of this Use Agreement, other than the payment of the use fee or expenses;





- (c) harassment, intimidation, retribution, or verbal, physical or emotional abuse directed by any person to any other person;
- (d) desertion or vacation of the Slip. Actual removal of User's Vessel for more than thirty (30) consecutive days, together with the failure to pay the use fee as required herein, will constitute desertion or vacation. Vessels removed from the facility for emergency or major vessel repairs will not be considered desertion as described herein, provided the City is notified of such repairs; or

**15.3** In the event of any default by User under the Use Agreement, the City may, at its option and without limiting any other right or remedy:

- (a) Recover possession of the slip on behalf of user and enter into a use agreement for the Slip to another party. Further, User shall be liable for any use fee and other monies due and owing under this Use Agreement accruing after the event of default (including the difference between the use fee and other charges stipulated to be paid hereunder and what Lessor is able to recover from reletting the Slip). In the event Lessor enters into a new use agreement for the Slip with another party, User shall not be relieved of its obligations under this Use Agreement, including, without limitation, the payment of the use fee hereunder;
- (b) Terminate the Use Agreement and re-enter and take possession of the Slip for the exclusive use of the City and bring an action for accrued use fee and costs; or
- (c) Pursue any other remedy provided under law or equity including, without limitation, those set forth in Section 15.6 below.

**15.4** Failure by the City to provide written notice of default shall not constitute a waiver nor abridge any rights of the City.

**15.5** Unless otherwise prohibited by law, if User becomes insolvent or if bankruptcy proceedings are instituted by or against User before the end of the term of the Use Agreement, the City is hereby irrevocably authorized, at its option, to cancel the Use Agreement, as for default.

**15.6** The remedies provided in Section 328.17, Florida Statutes, for the non-judicial sale of a vessel for non- payment of dockage are specifically included and incorporated into this Use Agreement as an additional remedy available for City, and User agrees to be notified at the above address specified for User in connection with the notice required under Section 328.17, Florida Statutes.

**15.7** If User fails to vacate the dock or mooring space within ten (10) days after receipt of Notice of Termination by the City, User hereby grants the City permission to board the User's Vessel and move it under its own power or place it in tow and remove the User's Vessel from its dockage or mooring space to a location to be chosen by the City at its sole discretion, at User's expense, and to take possession of the docking space. If it becomes necessary to move User's Vessel, for safety purposes or otherwise, and the User's Vessel is unattended, the City is authorized to effect the necessary move at User's expense, which costs shall become a part of the use fee for docking and mooring of User's Vessel. This is in addition to any remedies available to City provided by law or other provisions of this Use Agreement. User shall hold harmless the City from any damage, liability,



claims, causes of action and suits imposed by the City pursuing the remedy set forth in this Section 15.7.

- 15.8** For violations of rules and regulations other than non-payment of the use fee or other monies due and owing under this Use Agreement, the City will provide notice and opportunity to cure or to challenge action taken, as set forth in the rules and regulations adopted by the City's Council, as they may be amended from time to time.

**16. ATTORNEY'S FEES AND COLLECTION COSTS**

- 16.1** User agrees to pay the cost of collections and reasonable attorneys' fees on any part of delinquent rental payments or other sums due hereunder that may be collected by efforts of any attorney-at-law or a collection agency, as well as any attorneys' fees for the enforcement of any of the provisions of the Use Agreement.
- 16.2** All Checks returned for insufficient funds shall be subject to a service charge equal to the greatest amount the City may charge pursuant to Section 166.251, Florida Statutes (as may be amended from time to time). Without limiting any other right or remedy, the City shall have the right to collect a late charge of 5% of the amount due for any use fee payments not received by the 10<sup>th</sup> of the month.

**17. MISCELLANEOUS/NOTICE**

- 17.1** Time is of the essence as to all the terms of the Use Agreement.
- 17.2** Written notice, mailed or delivered to the address for the User listed in Section 1 shall constitute sufficient notice to User and written notice mailed or delivered to the office of the City's Manager shall constitute sufficient notice to the City, as to all instances herein contemplating notice. Any such notice shall be deemed given when so mailed or delivered. Any notice given by mail shall be by registered or certified mail, return receipt requested, except as otherwise provided herein.
- 17.3** The rights of the parties shall be cumulative. The failure of either party to insist on a strict performance of any provision herein is not a waiver of such provision in any other instance.
- 17.4** User shall be responsible for and shall promptly, upon demand, reimburse the City for any and all costs necessary to repair any damage caused to the Slip and/or Municipal Dock by User, User's Vessel or User's employees, guests, agents, visitors or invitees. User, shall in and around the Municipal Dock, comply with all laws, rules and regulations concerning the protection of the environment and with all directions and orders of the City's Dockmaster. User shall comply with the provisions of the *Florida Clean Marina Program*. User shall reimburse the City for any damage, expense or liability incurred by the City due to User, User's Vessel or User's agents failure to comply with such laws and regulations or due to any pollution created by, or contributed to the User.
- 17.5** User shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances (as determined by the City in the City's sole discretion), including, without limitation, oil, gasoline or treated or untreated sewage ("Hazardous Substances") into the waters or land of the City, State of Florida, or the Municipal Dock. User shall immediately notify the City of any such spill and/or release. The City may take any action it deems appropriate to clean up any such spill and/or



release at User's sole expense. The costs for which User and User's Vessel shall be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, cleanup by oversight of governmental agencies and City personnel or use of outside contractors, and any legal fees incurred in defense of any violations. User shall best efforts to contact City of any such spill. City shall take any action it deems appropriate to clean up the release at User's expense. This provision is in addition to, and not in lieu of, the indemnity provisions set forth in this Use Agreement. User shall comply with City's Waste Recovery Ordinance as may be amended from time to time.

**17.6** Venue for all claims brought pursuant to this Use Agreement shall lie exclusive in Collier County, Florida.

**17.7** Both parties hereby agree to waive trial by jury.

**17.8** If any clause or provision of this Use Agreement is or becomes illegal or unenforceable because of present or future laws, ordinances, or any rule or regulation of any governmental body or entity the remaining parts of the Use Agreement shall not be affected thereby.

**17.9** User shall not record a copy of this Use Agreement with the Collier County Clerk of Courts.

**18. GOOD FAITH**

**18.1** All duties and obligations under the Use Agreement, and all attempts to enforce rights under the Use Agreement, shall be governed by reasonable standards of good faith.

**19. ENTIRE AGREEMENT**

**19.1** The Use Agreement constitutes the entire agreement between the parties. No representations, warranties or promises pertaining to the Use Agreement or any property affected by the Use Agreement have been made by, or shall be binding on, either of the parties, except as expressly stated in the Use Agreement. The Use Agreement cannot be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any such change is sought.



Vessel \_\_\_\_\_ Slip # \_\_\_\_\_

In Witness whereof, the parties to this Use Agreement have hereunto set their hands at Naples, Collier County, Florida effective the date first above written:

WITNESSES

**"USER":**

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"CITY":**

\_\_\_\_\_  
(Print name \_\_\_\_\_)

City of Naples

\_\_\_\_\_  
(Print name \_\_\_\_\_)

Attest: \_\_\_\_\_  
          City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director of Community Services

Approved by:

\_\_\_\_\_  
Dockmaster