

CITY OF ST. AUGUSTINE

HARBOR MANAGEMENT PLAN



DRAFT - As of 12/8/09

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HARBOR MANAGEMENT PLAN

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I. INTRODUCTION

The Harbor Management Plan (hereinafter called “Plan”) provides for and describes the primary management responsibilities related to Vessel operating, anchorage and mooring and the duties of the Harbormaster for the City of St. Augustine (hereinafter called “City of St. Augustine”). The Plan will provide residents and visitors with shore side amenities to accommodate the needs of as many responsible, considerate boaters as possible while protecting our environmental resources, navigational access and the property of others.

The City of St. Augustine desires to provide safe, environmentally sound mooring areas, to provide for clear navigational fairways; to improve compliance with the Clean Vessel Act thereby improving water quality and ecosystem health of Matanzas Harbor and Salt Run; and to provide boating safety and environmental awareness education to our resident and visitor boaters.

The City may modify the Plan as needed to address unanticipated issues and needs deemed necessary by the City of St. Augustine and may also expand or otherwise modify the Mooring Fields to provide additional moorage to accommodate future demand. Before any such modifications become effective however, the City Manager must accept and approve them.

The rules and procedures outlined in this Plan shall apply to any Vessel, its owner(s), crew and guests entering Matanzas Harbor. Failure to comply with these rules shall be a violation of City of St. Augustine Code of Ordinances.

II. DEFINITIONS

1. ***“Abandoned Vessel”*** means any Vessel that is left unattended long enough for the Vessel to become a hazard to other Vessels, unseaworthy or a hazard to navigation regardless of it being properly registered.
2. ***“Anchor”*** means a piece of a Vessel's equipment designed to temporarily secure the Vessel in an anchorage or the act of anchoring. All anchors and lines will be considered ground tackle.
3. ***“Anchorage”*** means a place located outside a designated Mooring Field and used for attaching Vessels to submerged lands by means of cables, ground tackle and other devices designed to attach to or enter the submerged lands.
4. ***“Anchoring Area”*** means an area or areas designated for Vessels to moor temporarily using their own ground tackle (anchor).
5. ***“Boating Accident”*** means a collision, accident or casualty involving a Vessel in or upon or entering into or exiting from the water, including capsizing, collision with another Vessel or object, sinking, personal injury, death, disappearance of any person from on board under circumstances which indicate the possibility of death or injury or property damage to any Vessel or dock.
6. ***“City”*** means the City of St. Augustine, Florida.
7. ***“City Resident”*** means anyone residing within the City limits for any portion of the year who can provide a current driver's license or other valid identification showing a residential address within the City, a current motor vehicle registration showing a residential address within the City and *two* of the following proofs of residency:
 - a. Proof of ownership of their residentially used real property located within the City limits; or
 - b. Current lease for their residentially used property located within the City limits; or
 - c. Voter registration card demonstrating residency within the City limits; or
 - d. A bill for utility services in the name of the resident for residentially used property located within the City limits.
8. ***“Commercial Vessel”*** means:
 - a. Any Vessel primarily engaged in the taking or landing of saltwater fish or saltwater products or freshwater fish or freshwater products or any Vessel licensed pursuant to Section [370.06](#), Florida Statutes, or any amendment thereto, used in the harvest of commercial quantities of saltwater products taken from

- within and without the waters of this state for sale either to a consumer, retail dealer or wholesale dealer.
- b. Any other Vessel, except a recreational Vessel as defined in this section.
9. ***“Derelict Vessel”*** means any Vessel as defined by Section 327.02, Florida Statutes, and any amendments thereto, which is left, stored or abandoned in a wrecked, junked or substantially dismantled condition on the waters within the municipal boundaries of the City of St. Augustine or which is located in a Mooring Field or at the City of St. Augustine Municipal Marina without the consent of the City of St. Augustine or which is docked or grounded at or beached upon the private property of another without the consent of the owner of the property or which is grounded at or beached on public property without the consent of the public owner of the property.
10. ***“Dinghy”*** means a Vessel of a maximum length not exceeding twelve (12) feet and which serves as a tender Vessel to a larger moored or anchored Vessel.
11. ***“Floating Structure”*** means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term “Floating Structure” includes, but is not limited to, each entity used as a residence, place of business or office with public access, hotel or motel, restaurant or lounge, clubhouse, meeting facility, storage or parking facility, mining platform, dredge, dragline or similar facility or entity represented as such. Floating Structures are expressly excluded from the definition of the term “Vessel” provided in this section. Incidental movement upon water or resting partially or entirely on the bottom shall not, in and of itself, preclude an entity from classification as a Floating Structure.
12. ***“Harbormaster”*** means the Harbormaster of the City. The Harbormaster shall have all rights, powers and duties as provided under the laws of the state and ordinances of the City.
13. ***“Homemade Vessel”*** means any Vessel built after October 31, 1972 for which a federal hull identification number is not required to be assigned by the manufacturer pursuant to federal law or any Vessel constructed or assembled for private, personal use prior to November 1, 1972 by other than a licensed manufacturer. A Vessel assembled from a manufacturer’s kit or constructed from an unfinished manufactured hull shall be considered to be a Homemade Vessel if such a Vessel is not required to have a hull identification number assigned by the U.S. Coast Guard. A rebuilt or reconstructed Vessel shall in no event be construed to be a Homemade Vessel.
14. ***“Houseboat”*** means any Vessel which is used primarily as a residence in a County of the State of Florida for a minimum of twenty-one (21) days during any thirty (30)

day period and which use precludes the use of the Vessel as a means of transportation.

15. **"Length"** means the measurement from the stem to stern as defined by Chapter 327, Florida Statutes, and any amendments thereto, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel.
16. **"Lien"** means a security interest which is reserved or created by a written agreement recorded with the Department of Highway Safety and Motor Vehicles pursuant to Section [328.15](#), Florida Statutes, and any amendments thereto, which secures payment or performance of an obligation and which is generally valid against third parties.
17. **"Lien Holder"** means a person holding a security interest in a Vessel, which interest is recorded with the Department of Highway Safety and Motor Vehicles pursuant to Section [328.15](#), Florida Statutes.
18. **"Live-aboard Vessel"** means:
 - a. Any Vessel used solely as a residence and not for navigation;
 - b. Any Vessel represented as a place of business or a professional or other commercial enterprise;
 - c. Any Vessel for which a declaration of domicile has been filed pursuant to Section 222.17, Florida Statutes, and any amendments thereto;
 - d. A commercial fishing boat is expressly excluded from the term "Live-Aboard Vessel".
19. **"Marina"** means a licensed commercial facility which provides secured public moorings or dry storage for Vessels on a leased basis. A commercial establishment authorized by a licensed Vessel manufacturer as a dealership shall be considered a marina for non-judicial sale purposes.
20. **"Marine Sanitation Device (MSD)"** means any equipment other than a toilet, for installation on board a Vessel, which is designed to receive, retain, treat, or discharge sewage, and any process to treat such sewage. Marine Sanitation Device Types I, II and III shall be defined as provided in 33 C.F.R. part 159.
21. **"Marker"** means any channel mark or other aid to navigation, information or regulatory mark, isolated danger mark, safe water mark, special mark, inland waters obstruction mark or mooring buoy in, on or over the waters of the state or the shores thereof, and includes, but is not limited to, a sign, beacon, buoy or light.

22. "**Moor**" means the securing of a Vessel by anchoring, attaching or mooring, by rafting to another Vessel or by tying to a dock, pier, pile or wharf.
23. "**Mooring**" means a semi-permanent anchorage installation consisting of a heavy anchor, block or attachment to the bottom, a rode and a buoy and pennant used for securing a Vessel.
24. "**Mooring Field**" means a location defined and described in the survey map and any amendments thereto contained in the City of St. Augustine Harbor Management Plan dated December 14, 2009 for the mooring of Vessels.
25. "**Motorboat**" means any Vessel equipped with machinery for propulsion regardless of whether the propulsion machinery is in actual operation.
26. "**Navigational Channel**" means any area designated by the appropriate Federal, State or local government agency for the purpose of Vessel traffic.
27. "**Navigation Rules**" means the International Navigational Rules Act of 1977, 33 U.S.C. appendix following Section 1602, as amended, including the annexes thereto, for Vessels on waters outside of established navigational lines of demarcation as specified in 33 C.F.R. part 80 or the Inland Navigational Rules Act of 1980, 33 U.S.C. ss. 2001 et seq., as amended, including the annexes thereto, for Vessels on all waters not outside of such lines of demarcation.
28. "**Nonresident**" means any individual, business or corporation not meeting the definition of a City Resident.
29. "**Operate**" means to be in charge of or in command of or in actual physical control of a Vessel upon the waters of this State or to exercise control over or to have responsibility for a Vessel's navigation or safety while the Vessel is underway upon the waters of this State or to control or steer a Vessel being towed by another Vessel upon the waters of the State.
30. "**Owner**" means a Person, other than a lien holder, having a property interest in or title to a Vessel. The term includes a Person entitled to the use or possession of a Vessel subject to an interest of another Person reserved or created by agreement and securing payment of performance of an obligation. The term excludes a lessee under a lease not intended as security.
31. "**Person**" means an individual, partnership, firm, corporation, association or other legal entity.
32. "**Personal Watercraft**" means a Vessel less than sixteen (16) feet in length which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling

- on the Vessel rather than in the conventional manner of sitting or standing inside the Vessel.
33. “**Plan**” refers to the Harbor Management Plan.
 34. “**Portable Toilet**” means a device consisting of a lid, seat, containment Vessel and support structure which is specifically designed to receive, retain and discharge human waste and which is capable of being removed from a Vessel by hand.
 35. “**Private Mooring**” means any mooring belonging to a Person other than the City of St. Augustine.
 36. “**Prohibited Activity**” means such activity as will impede or disturb navigation or creates a safety hazard on waterways of this state.
 37. “**Qualified Inspector**” means any person approved as an inspector of tackle by the Harbormaster.
 38. “**Racing Shell,” “Rowing Scull” or “Racing Kayak**” means a manually propelled Vessel which is recognized by national or international racing associations for use in competitive racing and in which all occupants, with the exception of a coxswain, if one is provided, row, scull or paddle and which is not designed to carry and does not carry any equipment not solely for competitive racing.
 39. “**Recreational Vessel**” means any Vessel:
 - a. Manufactured and used primarily for noncommercial purposes; or
 - b. Leased, rented or chartered to a person for the person’s noncommercial use.
 40. “**Registration**” means a state operating license on a Vessel which is issued with an identifying number, an annual certificate of registration and a decal designating the year for which a registration fee is paid.
 41. “**Rules and Regulations**” means the rules and regulations included within the City’s Harbor Management Plan.
 42. “**Sailboat**” means any Vessel using the wind as the sole source of propulsion.
 43. “**Seaworthy**” means a Vessel which has available an operational means of navigation and propulsion which is capable of staying fully afloat without external assistance.
 44. “**Unclaimed Vessel**” means any undocumented Vessel, including its machinery, rigging and accessories, which is in the physical possession of any marina, garage or repair shop for repairs, improvements or other work with the knowledge of the Vessel owner and for which the costs of such services have been unpaid for a period in

excess of 90 days from the date written notice of the completed work is given by the marina, garage or repair shop to the Vessel owner.

45. "**User License Agreement**" means the document signed and executed by the holder of a mooring space assigned to the holder by the Harbormaster.
46. "**Vessel**" is synonymous with boat as referenced in s. 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.
47. "**Vessel Registration**" means Federal, State, or international registration indicating the ownership of the Vessel to include its official number, port of registration and address of owner.

III. HARBOR MANAGEMENT RULES AND REGULATIONS

A. Authority of the City of St. Augustine and Harbormaster Responsibilities

1. **Authority to regulate waterways.** The City Commission has the right to regulate speed of Vessels and to regulate the use by Vessels of all waterways within the City limits and the conduct of all persons using the waterways consistent with and not in conflict with all federal and state regulations. All ordinances of the City regulating the conduct of persons on land shall apply to persons using waterways insofar as such ordinances are properly applicable.
2. **Harbormaster responsibilities.**
 - a. Enforce the provisions of this article.
 - b. Coordinate removal from City owned, operated, maintained or regulated lands, Anchorage areas, marinas, ramps, docks and Mooring Fields of all Vessels and Floating Structures not properly anchored, docked or moored, as determined by the Harbormaster.
 - c. Control and regulate the use of City boat ramps.
 - d. Represent the City as its agent in the execution of all City docking and Mooring Field agreements or licenses.
 - e. Coordinate removal of wrecks, Derelict Vessels, abandoned Vessels, Vessels which are not Seaworthy and Floating Structures or navigational hazards with applicable federal, state and local government agencies.
 - f. Inspect the y-valves and marine sanitation devices and seal the y-valves as soon as possible after entry of a Vessel to a Mooring Field and as soon as possible after entry of a Vessel to an Anchorage area located outside a Mooring Field and to inspect the sealed y-valves at noticed and scheduled intervals not fewer than three (3) months apart.
3. **Authority to establish restricted areas.** The City Commission, in conjunction and coordination with the Florida Department of Environmental Protection, and, where required, the U.S. Army Corps of Engineers, shall exercise the authority to establish, by resolution, restricted areas on the waters of the City for any purpose deemed necessary for the safety of the public, including, but not limited to, Vessel speeds and Vessel traffic where such speeds are deemed necessary based on boating accidents, visibility, tides, congestion or other navigational hazards.

B. Rules and Regulations Governing the User License Agreement

1. The Harbormaster will assign all moorings. A Vessel entering the Matanzas Harbor or Salt Run with the purpose of mooring in a Mooring Field must

immediately register with the Harbormaster. Vessel Captains desiring to moor at the City of St. Augustine shall contact the Harbormaster via radio or telephone prior to mooring, make arrangements for Vessel registration, sign and execute the User License Agreement and receive an assignment of a mooring ball prior to entering the Mooring Field.

2. The Harbormaster operates and maintains mooring facilities in the City of St. Augustine for the use of yacht and/or Vessel Owners (Renter). The renter will provide pertinent ownership and Vessel information to the Harbormaster in the User License Agreement (refer to Appendix A). All such applications shall contain the following information:
 - a. Name, address and telephone (work and home) of applicant;
 - b. Size and type of Vessel;
 - c. Overall length of Vessel;
 - d. Width of Vessel;
 - e. Draft of Vessel;
 - f. Appropriate registration fee.
3. The renter agrees to pay to City of St. Augustine in advance the Rental Rate as indicated below.
 - **Overnight rental.** Renter shall pay for one night's rental upon registering the Vessel.
 - **Weekly rentals.** Renter shall pay for the first week's rent upon registering the Vessel. Subsequent week rents are due to the Harbormaster's office no later than the first day of each new week.
 - **Monthly rentals.** Renter shall pay for the first month's rental upon registering the Vessel. Subsequent monthly rentals are due no later than the first day of the next month. Renter's renting a mooring for three or more months shall also pay a refundable security deposit equal to one month's rent. Security deposits are payable at the time of signing said User License Agreement and returned upon termination thereof, less any portion used as payment for any damages or unpaid rent.
 - **Annual rentals.** Renter shall pay for the first month's rental upon registering the Vessel. Subsequent monthly rentals are due no later than the first day of the next month.

In the event any weekly, monthly or annual rental fee shall remain unpaid for seven (7) days after the same becomes due and payable, the City of St. Augustine may terminate said User License Agreement.

- **Insurance.** Licensee agrees to keep his/her vessel, other than dinghy, while docked in the Marina or mooring fields, insured with marine liability insurance in the minimum marine liability and hull coverage amount of \$300,000.
4. Said User License Agreement shall begin on the date of Vessel mooring at the City of St. Augustine by the renter. Monthly and annual User License Agreements shall continue from month to month thereafter until terminated by either party, unless sooner terminated in accordance with one of the following:
- a. By destruction of the facilities by fire, storm or otherwise;
 - b. By default in the payment of the rent hereunder prescribed;
 - c. By violating rules and regulations outlined in this Plan.

NOTE: Except in emergencies or bad weather (Tropical storm or Hurricane) notice is required by renter to the Harbormaster to terminate the User License Agreement as follows.

- 24 hour notice for transient rentals.
 - 72 hour notice for weekly and monthly rentals.
 - 30 day notice for annual rentals.
5. Further, the renter agrees to comply with all Rules and Regulations relating to the City of St. Augustine, the Plan, the User License Agreement, and all State, Federal and local laws pertaining to marinas and boating and further acknowledges that a breach of any provision of the Plan, the User License Agreement or of any of said Rules and Regulations may result in the immediate termination of the User License Agreement. Upon observation of any non-compliance with the provisions of the Rules and Regulations, Plan or User License Agreement, the Harbormaster shall deliver a written or oral "Caution" statement to the renter informing the renter of the infraction. A second infraction shall result in a written "Warning" notice informing the renter of a second infraction. A third infraction will result in the immediate termination of the User License Agreement, and the renter shall remove the Vessel from the City of St. Augustine Mooring Fields within twenty-four (24) hours after the time written notice "Notice of Termination" is delivered to the renter.

6. Renter may not assign or sublet this User License Agreement. No Vessel other than the Vessel described in the User License Agreement may be moored at said mooring without prior coordination with the Harbormaster. In the event a moored Vessel is sold or otherwise permanently removed, the renter shall immediately notify the Harbormaster and provide intentions as to the future use of the mooring.
7. The City of St. Augustine shall be entitled to place a Lien against any Vessel docked or moored by renter at said City Marina or City Mooring Fields including the appurtenances and contents of the Vessel for any unpaid sums due for use of Marina or mooring facilities, other services, materials and supplies charged to the renter or for damages or injuries including, but not limited to, fines, penalties, environmental restoration and fuel spill clean-up caused or contributed by the Vessel, by any Vessel owned by the renter, by the renter or by the representatives or agents of the renter to any property of the City of St. Augustine or of any other person or to any property or a Vessel at the City of St. Augustine Marina or Mooring Fields.

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 IN THIS AGREEMENT AS AN ADDITIONAL REMEDY AVAILABLE FOR THE HARBORMASTER, AND THE RENTER AGREES TO BE NOTIFIED AT THE ADDRESS ON THE RENTAL AGREEMENT SPECIFIED FOR THE RENTER IN CONNECTION WITH THE NOTICE REQUIRED UNDER SAID SECTION 328.17, FLORIDA STATUTES.

8. The User License Agreement is for mooring space only. Such space is to be used at the sole risk of the renter, and the City of St. Augustine, its employees, agents and assigns shall not be liable for the care, protection or security of the Vessel, her appurtenances or contents or for any loss or damage of any kind or nature to the Vessel, her appurtenances or contents due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains or other casualties. Neither the Harbormaster nor the City of St. Augustine shall be held responsible for any injuries to persons or property occurring upon the City of St. Augustine property for any reason, including the negligence of the City, its staff, agents and employees.
9. The renter agrees to hold harmless and to indemnify the City of St. Augustine and its employees, agents and assigns from any loss, damage or liability imposed by reason of any acts or omissions on the part of the renter, his agents, employees or guests or the negligent acts or omissions of the City and its staff, agents and employees arising out of the use of the facilities. The indemnification provided herein shall include, but not be limited to, all costs, expenses and reasonable attorney's fees incurred by the Harbormaster and the City of St. Augustine in any action based on the foregoing, including, but not limited to, any action brought by the renter, his family, invitees, guests or heirs.

10. In the event the renter fails to vacate the mooring space within seven (7) days after receipt of Notice of Termination by Harbormaster, renter hereby grants Harbormaster or his authorized representative permission to board the Vessel and move it under its own power or place it in tow and remove the Vessel from its mooring space to a location to be chosen by the Harbormaster or his authorized representative in his sole discretion, at renter's expense, and to take possession of the mooring space. Venue for any legal proceeding arising out of this agreement shall be in a court competent jurisdiction located in St. Johns County, Florida for state court actions and the Federal Court for the Middle District of Florida, Jacksonville Division, for Federal actions.
11. Renter shall be responsible for and shall pay any and all reasonable attorney's fees, together with any costs and/or other charges incurred by City of St. Augustine in the enforcement and interpretation of any provision of the User License Agreement, the Plan or the Rules and Regulations contained in either document.
12. The docking and mooring of Vessels at the said City of St. Augustine is hereby declared to be a privilege and a revocable license, and all User License Agreements shall be terminable upon one week's notice to the renter.
13. Any person aggrieved by a refusal to permit or the termination of a permit for a mooring, or any condition or restriction imposed relative thereto, may appeal in writing to the City of St. Augustine's Director of General Services within fifteen (15) days of such refusal or Imposition. The Director of General Services will consider such appeal and render a written determination as soon as practical. If a mooring applicant is not satisfied with the determination of the Director of General Services, he/she may appeal to the City Manager or his representative.
14. Renter shall acknowledge by signature of the User License Agreement that they received a copy of the User License Agreement.
15. All Vessels with live-a-board occupants shall be required to have the Vessel waste tanks pumped at the approved pump-out stations or mobile pump-out units not fewer than every five (5) days without fail, unless an alternative pump-out schedule for the Vessel is approved by the Harbormaster or his representative. This alternative pump-out schedule shall be accepted at the discretion of the Harbormaster, shall become a part of the User License Agreement as a written addendum with copies to the renter and Harbormaster and shall be based on holding tank capacity and Vessel usage. Violation of these conditions will be reason for withholding of the security deposit. Overboard discharge of human or pet sewage waste is strictly prohibited in the City of St. Augustine.
16. Any notice required to the renter by this Agreement shall be hand delivered to the renter or the renter's representative in the absence of the renter and the notice shall be posted in a conspicuous place on the Vessel.

17. In the event of a tropical storm or hurricane watch or warning, all Vessels at the City of St. Augustine Mooring Fields shall be properly secured by the renter for foul weather (refer to Appendix B). It shall be the renter's responsibility to be aware of such warnings and to make arrangements for the proper securing of the Vessel or removal of the Vessel to another location. It is agreed that the City of St. Augustine shall not be held liable for any consequences in its attempt to protect life and property in the event of a tropical storm or hurricane. In the event it becomes necessary to move renter's Vessel, for safety purposes or otherwise, and the Vessel is unattended and if time permits, the Harbormaster is authorized to move the Vessel at renter's expense, which costs shall become a part of the Rent for mooring of renter's Vessel.

Storm Precautions: Hurricane season generally lasts between May 1 through November 30. Besides high winds, Vessel Operators can expect higher than normal tidal conditions, rough seas, and tidal surges in excess of ten (10) feet and shall plan well ahead of the storm and be prepared. Vessel Operators shall remove the Vessels, from the water if at all possible, place the Vessels well away from areas of storm surges and high water and make storm plans with a Vessel hauler or a marina in the event of a storm. If the Vessel Operator is unable to move the Vessel to a more sheltered location, the Vessel Operator should double up on the pennant with additional lines, increase moorings scope and take all other necessary precautions. The boat ramps will be extremely busy. If the Vessel Operator can not move the Vessel, he/she should remove the following from the Vessel:

- All sails, roller furling, etc.
- Antennas and electronics.
- All removable equipment (rafts, deck chairs, boxes, etc.).
- Ship's papers and all valuables.

The Vessel Operator should also take the following actions:

- Portable fuel tanks (gasoline and propane).
- Pump bilges dry and remove fresh water from holding tanks.
- Fully charge batteries. Check to ensure pump switches and intakes are not jammed and work freely.
- Check and add chafing gear.
- Secure all hatches, windows, port holes and sea cocks. Shut-off fuel lines to engine and cooking appliances.

18. Before entering the Mooring Field, the Harbormaster or his representative shall check the following items to ensure the Vessel is in compliance with Federal, State, Local, U.S. Army Corps of Engineers, U.S. Coast Guard and the Florida Fish and Wildlife Conservation Commission regulations:

- a. All Vessels shall have a current state registration.
- b. All Vessels shall have legal and operable Marine Sanitation Devices (MSD).

- c. Vessels shall have the appropriate insurance as required.
- 19. The method of mooring Vessels in the managed Mooring Field shall be by tying the buoy line to the bow only. The line used to attach the mooring buoy shall be the one furnished which has one (1) end permanently attached to the buoy. No Vessel shall be moored at the stern or be tied to more than one (1) buoy or points on a Vessel. Licensee shall be responsible for maintaining the attachment line from the pick-up line to the vessel. Attachment lines shall be of proper diameter for the vessel and be maintained in good condition. There shall be no placement of additional anchors or anchor systems from any Vessel in the managed Mooring Field. All Vessels within the managed Mooring Field shall only use the established buoys and anchoring systems.
- 20. All Vessels either moored in the City Mooring Field or anchored in the Harbor or Salt Run outside a designated Mooring Field shall burn a white anchor light at night consistent with State or Federal lighting requirements.

C. Rules and Regulations Governing Mooring and Other Activities at the City of St. Augustine

- 1. **Mooring Assignments.** Vessel owners desiring to moor in or at the City of St. Augustine shall register with the Harbormaster prior to mooring. Moorings will be assigned by the Harbormaster or his designated representative. The transfer of Vessels from one mooring to another will not be allowed except upon approval by the Harbormaster.
- 2. **Applicable Rules.** The User License Agreement, Plan and the City of St. Augustine Rules and Regulations shall apply to persons using the City of St. Augustine Mooring Fields insofar as the same may be applicable. Violations of these rules shall be reported by the Harbormaster to the St. Augustine Police Department.
- 3. **Operational Condition.** Only Vessels in compliance with the U.S. Coast Guard regulations and safety standards and Chapter 327, Florida Statutes, shall be allowed to moor within the City of St. Augustine Mooring Fields. Only Vessels in good operational condition, capable of maneuvering under their own power and with current registration and acceptable documentation shall be allowed to moor within the Mooring Fields. The decision of whether a Vessel is considered to be in good operational condition, capable of maneuvering under its own power shall be made by the Harbormaster.
- 4. **Vessel Relocation.** In the event it becomes necessary to move a Vessel, for safety purposes and if the renter is not immediately available, the Harbormaster is authorized to tow the Vessel at the renter's expense. This authority will only be used as a last resort when no other practicable alternative available exists.

5. **Vessel Operation within the City of St. Augustine.** Maritime rules pertaining to the safe operation of Vessels shall apply in and around the City of St. Augustine. All Vessels shall observe the idle speed/no wake zone in and around the City of St. Augustine.
6. **Temporary Leave of Moorage.** Renters leaving the City of St. Augustine Mooring Fields for more than twenty-four (24) hours shall notify the Harbormaster of the departure and return dates. The Harbormaster reserves the right to rent vacant moorings on a temporary basis to transient Vessels. Such Vessels shall be required to vacate the mooring within twenty-four (24) hours in the event the first renter returns prior to the scheduled return date.
7. **Vessel Inspections.** All vessels are subject to inspection by Marina or official enforcement agency personnel upon arrival and at not fewer than three (3) month intervals thereafter. Inspections will be comprised of:
 - a. A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil and checking that pumping equipment is operational.
 - b. A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.
8. **Peaceful Usage.** All residents and guests of the City of St. Augustine Mooring Fields shall agree to peacefully use the City of St. Augustine facilities and moorage space assigned. All residents and guests shall not cause, suffer or allow, whether individually or as part of an organization of persons, any act which may have the effect of disturbing the peace, disturbing, inconveniencing or subjecting to physical jeopardy the City of St. Augustine's waters, facilities, employees or the Vessels moored at the City of St. Augustine and shall not perform any act which may impede, disrupt or injure the orderly operation of the City of St. Augustine, the City Marina, the City Mooring Fields or any portion thereof.
9. **Noise.** A noise ordinance is in effect in the City of St. Augustine (refer to Chapter 11 of the City Code). Noise shall be kept to a minimum so as not to create a nuisance or disturbance to other residents and guests in the City of St. Augustine, particularly between the hours of 10 P.M. and 7 A.M. Patrons shall use discretion in operating engines, generators, radios, televisions and other devices which generate noise. Sailboat halyards and other lines shall be tied off to prevent slapping against masts or other structures.
10. **Soliciting.** No person shall solicit at or within the City of St. Augustine Municipal Marina and/or Mooring Fields.

11. Placement of moorings:

- a. Mooring fields will be placed not closer than one hundred (100) feet from designated channels.
- b. No private moorings are allowed in the waterways located within the boundaries of the City.
- c. The Harbormaster shall keep a detailed record of each mooring, its Global Positioning System (GPS) location and the renter's name, telephone number, home and business addresses, date mooring was set and name, length and type of Vessel to be attached to the mooring. Records of registration numbers shall also be kept, if applicable.
- d. Mooring Identification. Mooring fields shall be named and mooring balls color coded and numbered per federal regulations. Numerals shall appear on no fewer than two locations on the mooring ball.

12. Mooring Inspection Procedures. The City of St. Augustine shall have each mooring ball and tackle inspected by a certified and qualified diver annually to maintain the equipment for each mooring in safe condition.

13. Waiting Lists. For areas where no additional space is available, individual applicants for mooring space shall be placed on a waiting list at the office of the Harbormaster. Entries shall be kept in chronological order according to the date the application is received. The waiting list shall be renewable at the end of each calendar year. It shall be the responsibility of the applicant to notify the Harbormaster, in writing, between January 1st and March 15th of each year of his/her desire to remain on the waiting list. When a mooring space becomes available, the Harbormaster shall attempt to contact and assign the mooring space to the first individual on the waiting list with a Vessel appropriate for that particular location. If that individual fails to execute the User License Agreement within seven (7) days after such notification, the individual will be placed on the bottom of the list.

14. Tying up Dinghies/Vessels to the sea walls:

- a. No person shall tie-up a Dinghy/Vessel to the sea walls.
- b. All Vessels tied up along the sea walls in violation of this section shall be removed at the direction of the Harbormaster. Those Vessels not having sufficient crew to move them shall be moved by the Harbormaster, and the expense thereof shall be paid by the Owner of the Vessel so moved.

D. Enforcement

It will be the responsibility of the Harbormaster to enforce Rules and Regulations of this Plan.

It shall be the Harbormaster's responsibility to monitor, on a regular basis, all boaters visiting the City of St. Augustine. Upon observation of any non-compliance with the provisions of the Rules and Regulations, Plan or User License Agreement, the Harbormaster shall deliver a written or oral "Caution" statement to the renter informing the renter of the infraction. A second infraction shall result in a written "Warning" notice informing the renter of a second infraction. A third infraction will result in the immediate termination of the User License Agreement, and the renter shall remove the Vessel from the City of St. Augustine Mooring Fields within twenty-four (24) hours after the time written notice "Notice of Termination" is delivered to the renter.

Infractions do not have to be identical, and separate notices of violations are cumulative. All Caution, Warning, and Termination Notices shall be documented by the Harbormaster, including the reason for the infraction. Copies of Termination Notices resulting from violations of the Plan and Permits shall be forwarded to the Director of General Services.

E. Inspections

The Harbormaster will inspect Mooring Fields daily for any prohibited activity. Servicing and inspecting of Mooring Field mooring balls and tie connections will be contracted out and servicing and inspecting shall occur on no less than an annual basis.

F. Notices to Renter

Notices to renter may be given to renter aboard renter's Vessel. Prior to boarding the Vessel, to give or leave a Notice, the Harbormaster or assignee will sound a horn three times and will voice call renter. Notice will be hand delivered if renter responds. If renter does not respond or is not present, Notice will be taped to the cabin door.

IV. FEES

A. Mooring Rates

1. Fees shall be established by the City Manager and reviewed by the City Commission annually. All rentals shall be subject to the appropriate current fees in force.
2. Renewals. Vessel owners wishing to continue to moor at the City of St. Augustine beyond their rental limit may renew their User License Agreement at the discretion of the Harbormaster, subject to the Plan.
3. Fees include use during stay of sewer pump-out service, dinghy docks, launch service (during duty hours), shower and bathroom facilities and garbage and recycling containers at authorized locations.

B. Collection Procedures

Initial payment shall be submitted to the Harbormaster at registration. Subsequent fees shall be submitted to the Harbormaster in a timely manner in order to remain in the City of St. Augustine in accordance with this Plan.

V. HARBOR FACILITIES

A. Mooring Facilities

1. **Mooring Fields.** The City of St. Augustine manages and operates three (3) Mooring Fields (Menendez, San Marcos and Salt Run). Florida statutes allow the City to regulate live-aboard Vessels not engaged in navigation. Each Vessel must:

- Be moored in the City's Mooring Field.
- Be capable of navigation under its own sail or power.
- Pump-out waste once every 5 days.
- Display a valid state registration sticker.

Mooring Fields have been sited in the deepest parts of the Harbor (greater than 6 feet Mean Lower Low Water). The mooring systems will be comprised of SS175 Helical Screw Anchors, anchor chain and mooring buoys. Mooring Field signs and secondary access channel markers are also proposed.

2. **Vessels anchoring in other areas within City of St. Augustine limits.** Florida statutes prohibit the City from prohibiting anchoring outside a regulated Mooring Field by non-live aboard Vessels in navigation. The City will monitor these Vessels and ensure that they:

- Are capable of navigation under their own sail or power.
- Pump-out waste at a certified pump-out location.
- Display a valid state registration sticker.

Exceptions: Emergency malfunctions of Vessels or workboats performing water-related construction. The U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission and St. Johns County Marine Division enforce mooring outside the City of St. Augustine municipal boundaries.

B. City of St. Augustine Municipal Marina Facilities

The City of St. Augustine Marina shall provide the following amenities to the Vessels using the City of St. Augustine Marina as part of the User License Agreement: sewage pump-out, limited launch service (for long term renters), dinghy docks, water, trash disposal, showers and bathrooms. The Marina also offers the following services at their published rates: fuel, laundry, oil and a ship's store.

VI. COMMUNICATIONS

A. Communication Procedures with Harbor Patrons

1. The Harbormaster continuously monitors VHF Channels 16 and 71 during operating hours.
2. The Harbormaster will be available via telephone (904-825-1026) during normal business hours.
3. An answering machine will pick up telephone calls during non-operating hours. The Harbormaster will respond to those calls at the earliest opportunity.

B. Communication with Other Jurisdictional Authorities

1. The Harbormaster will continuously monitor VHF Channels 16 and 71 during normal business hours and will report to emergency or other law enforcement issues in the Harbor to the appropriate authority.
2. The Harbormaster will meet regularly with the representatives of the local Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, U.S. Coast Guard, St. Johns County and City of St. Augustine Police Department to participate in emergency and law enforcement issues involving the Harbor (fuel spill, medivac, disabled Vessel, derelict Vessel, etc.).

C. VHF Radio Procedures

1. All personnel operating radios at the City of St. Augustine shall be properly licensed and instructed in their use.
2. The marine radio is on a port operations frequency and can be heard for some distance. The City of St. Augustine is authorized to transmit on VHF Channels 16 and 71 ONLY.
3. Channel 16 is a calling and distress frequency only.
4. When receiving or calling a Vessel communications should first be established on Channel 16 and then shift to Channel 71 for conversation.
5. All conversations should be kept to a minimum, brief and to the point.
6. It is illegal to advertise on VHF channels.

D. Calls to Harbormaster

1. Any incoming calls for City of St. Augustine customers and guests, unless the caller states that an emergency exists, will be noted by the Marina attendant on duty, and this message will be posted on the Harbormaster's bulletin board.
2. In case of an emergency, call 911 to initiate emergency response. The emergency should be clearly described (e.g., fire, heart attack, fall, fuel spill, sinking Vessel, etc.).
3. Use of Harbormaster telephones by City of St. Augustine customers for personal calls is strictly prohibited.

VII. ENVIRONMENT

A. Purpose

The City of St. Augustine is committed to providing high quality facilities, customer satisfaction and productive use of City resources. The creation and maintenance of a clean and safe work environment are essential parts of the City's business practices.

Clean water and a clean environment are essential to good boating, and good boating experiences are essential to the Plan's success. Protection of local waters, marine life, fish and waterfowl from possible Vessel and marina pollutants is a major goal of the City of St. Augustine. Every renter and Harbormaster employee must work together to keep the City of St. Augustine and the boating environment clean.

Since many Vessels congregate in the City of St. Augustine harbor, the City of St. Augustine will discourage anyone from polluting and will encourage and help customers act responsibly. All Harbormaster employees are part of the team dedicated to eliminating contaminants before they contaminate and wash into the water and spoil the environment.

B. Environmental Warning

Any employee, renter, customer or outside contractor violating the City of St. Augustine Marine Sanitation and Pollution Rules, outlined below, shall pay for required clean-up caused by said violation and/or shall have mooring use privileges terminated.

C. Marine Sanitation

Pursuant to the Clean Vessel Act of 1994, boaters are prohibited from discharging raw sewage into fresh water or within coastal salt water limits. Coastal limits are nine nautical miles on the Gulf of Mexico and three nautical miles on the Atlantic Ocean.

All Vessels mooring or anchoring within the City of St. Augustine jurisdiction shall contain a U.S. Coast Guard approved marine sanitation device complying with the requirements of the U.S. Coast Guard governing the installation and use of such devices upon the particular Vessel involved.

Said sanitation devices shall function properly, shall be used at all times and shall be subject to inspection by the Harbormaster or other official agency having jurisdiction. All Vessels shall adhere to the requirements of Section 327.53, Florida Statutes, which addresses the requirements for Marine Sanitation Devices (MSD's) and discharge of sewage. No waste may be discharged from MSD Types I, II or III into Florida waters. All such waste must be discharged into an approved sewage pump-out facility.

The Florida Fish and Wildlife Conservation Commission (FWC) enforces the Clean Vessel Act and has the authority to board Vessels to check for compliance with this Act, including inspecting for marine sanitation devices and holding tanks. The U.S. Coast Guard also regulates the installation and use of Marine Sanitation Devices.

Y-valves shall be locked and sealed in the non-overboard position.

All Vessel Operators, either mooring or anchoring within City Limits, shall pump-out their sewage holding tanks (if equipped with a holding tank) into the authorized sewage pump-out facilities prior to mooring/anchoring, if possible.

Absolutely no pumping of raw sewage in any area within the City of St. Augustine shall be allowed except at approved pump-out stations or mobile pump-out units.

All Vessels with live-a-board occupants shall be required to have their tanks pumped at the approved pump-out stations or mobile pump-out units not fewer than every five (5) days without fail, unless an alternative pump-out schedule for the Vessel is approved by the Harbormaster. This alternative pump-out schedule shall be accepted at the discretion of the Harbormaster, shall become a part of the User License Agreement and shall be based on holding tank capacity and Vessel usage.

Overboard discharge of human or pet sewage waste is strictly prohibited within the City of St. Augustine.

Violation of these conditions will be reason for termination of the User License Agreement and/or prosecution to the fullest extent of the law.

The use of shore side shower and laundry facilities is encouraged to reduce the impacts associated with gray water discharges from Vessels (increased phosphates, reduced dissolved oxygen and other water quality problems). To this end, shower and bathroom facilities are included in the Rental Fee. Coin operated laundry facilities are available at the Marina.

To provide incentives for boaters to comply with Clean Vessel requirements, sewage pump-out service is included in the Rental Fee.

D. Marine Pollution

No person shall litter into the water or discharge or throw overboard any oils, spirits, flammable liquids or oily bilge into Matanzas Harbor or Salt Run. Overboard dumping of any trash is illegal and will not be tolerated within the City of St. Augustine's jurisdiction.

Hazardous materials, including sealed paint cans, waste oil, cathodic protection hardware (zinc) or solvents shall not be deposited in trash receptacles. For disposal of these materials, please contact the Harbormaster.

Clean-up of boater's refuse and unsightly material will be billed to the renter's account at the applicable City of St. Augustine rate.

All Vessels with in-board or in-board/outboard engines shall be equipped with a sorbent sock properly installed in the engine compartment bilge. Sorbent socks are available at ship's stores in the vicinity of the City of St. Augustine. The socks shall be renewed annually or when contaminated.

Bilge cleaners and liquid detergents shall not be used in Vessel bilges as they will destroy the effectiveness of the sorbent socks.

The U.S. Coast Guard requires every Vessel greater than twenty-six (26) feet in length operating in U.S. waters to have a sign or placard clearly visible that states:

"It is illegal for any Vessel to dump plastic trash anywhere in the ocean or navigable waters of the United States. Annex V of the MARPOL (Marine Pollution) TREATY is an International Law for a cleaner, safer marine environment. Violation of these requirements may result in civil penalty up to \$25,000, fine and imprisonment".

The use of shore side trash and recycling facilities is encouraged to reduce the impacts associated with litter from Vessels. To this end, renters may use these facilities located at the Marina.

E. Fuel and Oil Spills

The U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission and the emergency response staff of the Florida Department of Environmental Protection regulatory office deal with oil spill containment and clean-up. The Harbormaster will contact appropriate authorities at St. Johns County, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, the U.S. Coast Guard and the oil spill reporting hot line (1-800-424-8802) immediately in the event of a spill. U.S. Law requires that every Vessel greater than twenty-six (26) feet in length and powered with an inboard engine have a sign by the bilge that states:

"Discharge of Oil Is Prohibited! The Federal Water Pollution Control Act prohibits the discharge of oil or oily waste into or upon the navigable waters and contiguous zone of the United States if such discharge causes a film or sheen upon, or discoloration of the surface of the water or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a penalty of \$5,000."

The Harbormaster will require all boaters using the City of St. Augustine to use bilge pillows and/or other absorbent material in the bilges and to use the waste oil disposal facilities located at the City Marina.

F. The City of St. Augustine Fuel and Oil Spill Control Rules

1. The Harbormaster and the oil spill reporting hot line (1-800-424-8802) shall be contacted immediately when a spill is discovered. **WARNING: There is a large fine if even minor spills are not reported.**
2. Oil absorbent pads and pillows should be used to contain and remove a spill. Detergents should never be used to contain oil spills!
3. The cause of the spill should be identified and measures taken to secure against spreading.

The Harbormaster shall make available relevant literature, such as publications and warnings regarding safe operation in waters frequented by manatees, to all renters and shall explain to all renters the rules, regulations and safety precautions that apply to manatee protection in the Harbor and surrounding waters.

G. Protected Species

1. Renters and guests shall acquaint themselves with the publications and warnings available from the Harbormaster regarding safe operation in waters frequented by manatees and to abide by all laws, ordinances, rules, and regulations governing the operation of watercraft in the presence of manatees.
2. Harassment of protected wildlife is illegal and will not be tolerated in the City of St. Augustine.
3. Any incident relating to injured marine wildlife shall be reported immediately to the Florida Fish and Wildlife Conservation Commission at 1-888-404-3922.

VIII. CONTACTS

A. Local Emergency Telephone Numbers: When calling an Emergency, clearly state nature and location of emergency.

All Safety and Security Emergencies: 911

Fire Department:

| | |
|--------------------------------|--------------|
| City of St. Augustine..... | 904-825-1098 |
| St. Johns County | 904-829-2226 |
| Flagler Hospital..... | 904-819-5155 |
| Medical Rescue/Ambulance | 904-829-2226 |
| Poison Control Center..... | 800-222-1222 |

Police:

| | |
|---------------------------------------|--------------|
| City of St. Augustine..... | 904-825-1074 |
| City of St. Augustine Beach..... | 904-471-3600 |
| Florida Highway Patrol | 904-825-5080 |
| St. Johns County Sheriff Office | 904-824-8304 |

B. City of St. Augustine and Harbormaster

| | |
|--------------------------------------|--------------|
| City Manager | 904-825-1006 |
| Code Enforcement | 904-825-1065 |
| Director of General Services..... | 904-825-1010 |
| Municipal Marina (Harbormaster)..... | 904-825-1026 |

C. City of St. Augustine Beach

| | |
|-------------------|--------------|
| Information | 904-471-2122 |
|-------------------|--------------|

D. St. Johns County

| | |
|-------------------|--------------|
| Information | 904-209-0655 |
|-------------------|--------------|

E. Agency Contacts with Jurisdiction in the City of St. Augustine

| | |
|---|--------------|
| Federal Bureau of Investigation..... | 904-248-7000 |
| St. Augustine Port, Waterway and Beach District | 904-824-0113 |

F. State of Florida

Florida Department of Environmental Protection:

| | |
|---|--------------|
| Bureau of Emergency Response (Oil and Hazardous Substance Spills) | |
| District Emergency Response Office | |
| (8:00 a.m. - 5:00 p.m. only) | 904-807-3300 |
| Statewide (24 Hours) | 800-320-0519 |
| Bureau of Environmental Investigations | 904-807-3270 |
| Coastal and Aquatic Managed Areas | 850-245-2094 |
| Northeast Florida District Office | 904-807-3300 |
| St. Johns River Water Management District..... | 386-329-4500 |
| Florida Fish and Wildlife Conservation Commission | |
| Violations and Wildlife Alert Emergencies | 888-404-3922 |

G. Federal Government

| | |
|-----------------------------------|------------------------------|
| U.S. Army Corps of Engineers | |
| Jacksonville District Office..... | 904-232-2234 or 800-291-9405 |
| U.S. Coast Guard | |
| Jacksonville Command Center | 904-564-7511 or 904-564-7512 |
| Marine Safety Center | 202-475-3400 |
| U.S. Customs Investigation..... | 813-712-6100 |
| U.S. Marshal Service | 904-301-6670 |

APPENDIX A



St. Augustine Municipal Marina User License Agreement



| OWNER INFORMATION | | | |
|--|----------------------------|---|----------------|
| OWNER'S NAME (PLEASE PRINT) | | OWNER'S LICENSE/PHOTO IDENTIFICATION NUMBER AND STATE OF ISSUANCE | |
| STREET ADDRESS | | CITY | STATE ZIP CODE |
| HOME TELEPHONE | BUSINESS TELEPHONE | CELLULAR TELEPHONE | E-MAIL ADDRESS |
| EMERGENCY CONTACT INFORMATION | | | |
| EMERGENCY CONTACT NAME | | EMERGENCY CONTACT TELEPHONE NUMBER | |
| VESSEL INFORMATION | | | |
| VESSEL REGISTRATION/DOCUMENTATION NUMBER | | VESSEL NAME | |
| VESSEL YEAR | VESSEL MAKE | INDICATE ON DIAGRAM BELOW THE LOCATION OF YOUR HOLDING TANK DECK FITTINGS | |
| VESSEL TYPE | VESSEL COLOR | | |
| <input type="checkbox"/> Power <input type="checkbox"/> Sail | | | |
| LENGTH (INCLUDING BOW SPRET, DAVITS, ETC.) | | | |
| BEAM | DRAFT | | |
| DINGHY INFORMATION | | | |
| DINGHY DOCKAGE <input type="checkbox"/> Yes <input type="checkbox"/> No | DINGHY REGISTRATION NUMBER | DINGHY LENGTH (MAXIMUM LF) | DINGHY TYPE |

By signing below I acknowledge that I am the Owner or that I am the Authorized Agent or Representative of the Owner for the vessel described above and that the Owner and I shall be responsible for compliance with all terms and conditions as stated in the current "St. Augustine Municipal Marina User License Agreement" including, but not limited to, all associated docking and mooring fees. I acknowledge that I have read the entire St. Augustine Municipal Marina User Agreement, fully understand all of the terms contained in that document, ratify and do accept the terms and provisions of the Agreement and agree to be bound by those terms.

I agree to abide by all of the terms and conditions of the "St. Augustine Municipal Marina User License Agreement." The User License Agreement includes policies which may be changed without notice. I further acknowledge and understand that it is my responsibility to obtain and follow said policies as stated in the latest issue of same. I understand that a current copy of the "St. Augustine Marina User License Agreement" is available from the Municipal Marina Office or at [www.staugstinemarina.com](http://www.staugustinemarina.com) on a daily basis.

| LICENSEE SIGNATURE | | DATE | |
|---|--|--------------------------|--|
| MARINA USE ONLY | | | |
| DURATION | | DURATION | |
| <input type="checkbox"/> Hourly <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly | | | |
| CABLE TV | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| DATE OF ARRIVAL / / | TIME OF ARRIVAL <input type="checkbox"/> AM <input type="checkbox"/> PM | DATE OF DEPARTURE / / | TIME OF DEPARTURE <input type="checkbox"/> AM <input type="checkbox"/> PM |



| INVOICE NUMBER | NUMBER OF DAYS | INVOICE NUMBER | NUMBER OF DAYS |
|----------------|----------------|----------------|----------------|
| | | | |
| | | | |

Initiated by Licensee: _____
Initiated by Marina Employee: _____

St. Augustine Municipal Marina
User License Agreement
Rev. CA 111808 (NEB)
Page 1 of 4

APPENDIX A (continued)

USER LICENSE AGREEMENT: This agreement is made and entered into on this date between the City of St. Augustine (the "City" or "Marina") and the person whose name and address is shown as Owner (the "Licensee") on the Customer Information Form and is an Admiralty and Maritime Ship/Space Rental Agreement under the General Maritime Laws, Statues and Codes of the United States of America. Licensee agrees to provide written notice of any change in any of the information furnished by the Licensee within ten (10) days of such change.

This agreement does not 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 Licensee for his/her vessel. There is neither temporary nor permanent dominion or control exercised over said vessel by City, but said control is to remain in vessel Licensee at all times. This agreement is for the use of space only and such space is to be used at the sole risk of Licensee. The City shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time. This agreement creates a license for rental of a mooring ball or dock space by the Licensee for a specific vessel at the Licensee's sole risk. This agreement creates neither temporary or permanent dominion nor any control exercised over said vessel by the Marina, but said control shall remain with the Licensee at all times. The Marina shall not be liable for care or protection of the vessel including any gear or equipment at any time. Licensee acknowledges that he/she has inspected the mooring ball or dock space and is satisfied that it is safe and suitable for use. Licensee further agrees that he/she has examined the Marina premises to his/her satisfaction prior to the execution of this License Agreement and is satisfied with the physical condition of the premises and agrees that the premises are in a safe condition and in good repair.

RELEASE OF LIABILITY AND INDEMNITY: Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges the City of St. Augustine and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss regardless of how slight, including loss of life, or damages to person or property, including, but not limited to, damages caused by the Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, where negligent or intentional. This Release of Liability and Indemnity Provisions expressly applies to property loss of any type, property damage due to fire, theft, collision or property loss of any type, to the Licensee's vessel, motor, sails, furniture, equipment, tackle or appurtenances or to any property contained in or on the Licensee's vessel or on the Marina premises or to personal property of others on the vessel or the Marina premises. Licensee shall be liable to the Marina for any personal injury, loss of life or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants or invitees. Licensee agrees that he and his vessel shall be responsible for any damages caused to any property of the City as a result of any collision, impact or otherwise by the Licensee's vessel and the Municipal Marina. Whether the Licensee has privity and knowledge of facts, manner or negligence causing the damages of the vessel, the Licensee agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the vessel. Licensee further agrees to defend, indemnify and hold the Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Licensee's actions or property, regardless of the Marina's negligence. The City shall not be responsible for electrical interruptions or cutages or the results of damages therefrom. This paragraph shall survive the expiration or termination of this agreement.

USER LICENSE AGREEMENT CONDITIONS

As used herein, "Licensee" shall mean the vessel owner, his/her agents, guests, employees, personal representatives, heirs and assigns. "Marina" and "City" shall be used interchangeably and shall mean the City of St. Augustine and all associated uplands, docks, buildings, facilities, mooring fields or submerged land owned or leased or otherwise under the management the St. Augustine Municipal Marina or the City of St. Augustine.

"Vessel" is synonymous with boat as referenced in s. 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation of water.

1. COMPLIANCE WITH LAWS:

- A. Licensee agrees that his/her use of the Marina facilities, and any use by his/her guests or other vessel occupants, will comply with all Federal, State, County and City laws and ordinances, especially those pertaining to waterways, vessels, marinas, navigation and boating.
- B. Only recreational/pleasure vessels which comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the Marina.
- C. Only those commercial vessels which have been approved by the City shall be allowed to dock, moor or conduct their business from the Marina facility.

Initiated by Licensee _____

Initiated by Marina Employee _____

D. State and local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.

2. PAYMENT OF FEES AND LATE PAYMENTS:

- A. Payments shall be made in advance and are due at noon on the due date of the agreement. If payment is more than ten (10) days past due, the Marina shall charge a five percent (5%) penalty. If payment is delinquent, the Licensee shall be notified by mail at the last address provided to the Marina. If total payment is not received within fifteen (15) days of the notice, the Marina shall summarily revoke this license, order the removal of the vessel and terminate this agreement as provided below.
- B. If Licensee becomes delinquent on payments, Licensee agrees to allow the Marina the right to take over the property of the Licensee and to secure that property to the space occupied or to store the property in any other location deemed appropriate by the Marina.
- C. Unless specifically authorized by the Marina, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.
- D. Weekly and daily payments are made in advance and are due by noon on the following due date. There is no grace period.
- E. Weekly and daily license fees can not be converted to a monthly rate.
- F. There are no refunds for any portion of unused time.

3. INSURANCE:

- A. Licensee agrees to keep his/her vessel, other than dinghy, while docked at the Marina or mooring fields, insured with marine liability insurance, in the minimum marine liability and hull coverage amount of \$300,000.

4. SPACE ASSIGNMENT:

- A. Any person wishing to use a mooring or dock space must contact the Marina during business hours to apply for and obtain a User License and receive a space assignment. An application must be made on a form supplied by the Marina. The Marina reserves the right to issue or deny a license to any person for any reason.
- B. Licensees with foreign-registered vessels must provide a copy of their valid United States Cruising Permit.
- C. Spaces are assigned at the sole discretion of the Marina, and assignments may be changed at any time.
- D. Space shall be assigned on a first-come, first-service basis.
- E. Vessels must be physically located within the Matanzas Harbor to receive an assignment, and then immediately proceed to occupy the space.
- F. Check-out time for moored or docked vessels is noon on the due date. Vessels still occupying the space beyond this time will be charged accordingly.

5. VESSEL PROPULSION AND LIGHTING:

- A. Only vessels with their own propulsion system capable of the use for which it was designed shall be licensed to use the Marina facilities. When designed without machine propulsion, a vessel must be capable of propulsion by sail at all times.
- B. All vessels, while occupying a mooring ball or anchored in Matanzas Harbor, shall burn a white anchor light at night consistent with State or Federal vessel lighting requirements. Matanzas Harbor is not exempt from the requirement of an anchor light on vessels while moored or at anchor (Refer to 1972 COLREGS demarcation lines for the Florida Keys).

6. VESSEL LENGTH AND RAFTING:

- A. Measurements shall be from the stem to stern as defined by Chapter 327, Florida Statutes, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel.
- B. Vessels using the dinghy dock are limited to 12 feet in length, unless approved by the Harbormaster.
- C. Rafting of vessels shall be limited to one dinghy or tender (12 feet or less). Additional vessels must be approved by the Harbormaster.

7. HOLDING TANK AND PUMP-OUT REQUIREMENTS:

- A. Federal law states that untreated sewage can not be discharged in any inland and coastal waters. This means the sewage from a portable toilet or Type III holding tank cannot be discharged overboard unless you are in the ocean and more than 3 miles offshore.
- B. Vessels must comply with City, State and Federal regulations pertaining to Marine Sanitation Devices and sewage discharge at all times. Type III MSDs shall be shut-off to the outside by securing the "Y" valve in the appropriate position for onboard storage of waste. All through-hull sea-cock connections must be sealed.
- C. Holding tanks can be pumped-out free of charge and long term vessels may be pumped-out at least once weekly.
- D. Vessels must be clear of obstructions (solar panels, kayaks, jugs, etc.) which inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.

B. VESSEL INSPECTIONS:

All vessels are subject to inspection by Marina or official enforcement agency personnel upon arrival and at not fewer than three (3) month intervals thereafter. Inspections will be comprised of:

APPENDIX A (continued)

- A. A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.
- B. A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.
- 9. ENVIRONMENTAL PROVISIONS:**
 - A. Licensees and their vessels must comply with all City, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, city bilges or raw sewage will not be discharged into City waters.
 - B. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while at the Marina and in City waters. As required by Florida Department of Environmental Protection (DEP), the use of detergents containing ammonia, sodium hypochlorite, Clorox or chlorinated solvents, petroleum distillates or lye while on City waters is prohibited.
 - C. No refuse garbage or solid waste shall be disposed of or thrown overboard into City waters. Any discharge of pollutants into City waters is prohibited and shall be reported immediately to the United States Coast Guard and the Florida DEP.
 - D. The feeding, watering or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing from moored vessels is prohibited. The use of chum or other organic fish attractors in the water is prohibited.
 - E. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminants into City waters or the air and does not disturb the public peace or tranquility of any person. Work that produces dust or scrapings shall be immediately removed by a vacuum cleaner.
- 10. WASTE DISPOSAL AND RECYCLING:**
 - A. Trash receptacles and dumpsters are to be used for normal household type garbage only. Do not put flammable or hazardous material, wood, metal, construction debris or large objects in the receptacles or dumpsters.
 - B. Recyclable materials must be placed in the appropriate bin, consistent with labeling.
 - C. Licensee is responsible for removing from the premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.
 - D. Used oil, gasoline, diesel, anti-freeze, filters and batteries may be brought to the Marina office for disposal during business hours only. Any unauthorized dumping or drop-offs will be reported to law enforcement.
- 11. GENERAL RULES AND REGULATIONS:**
 - A. Swimming and diving are not permitted from the Marina mooring balls, docks, docked vessels or Marina uplands.
 - B. Fishing is not permitted from any dock, pier, sea wall or marina uplands. Fishing is permitted from registered vessels only while docked at the Marina. Fishing is permitted from vessels moored in the mooring fields provided there is no interference with other vessels in the area. The Harbormaster may at any time restrict fishing from any vessel whether moored or docked at the Municipal Marina.
 - C. Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage and all other obstructions at all times and decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.
 - D. Motorized vehicles of any sort, except motorized wheel chairs or scooters to assist the ambulatory disabled, are not allowed on the docks.
 - E. Barbeque grills (propane or other) and/or open fires are not permitted on docks in the Marina. This prohibition does not include gallery stoves.
 - F. Use of Marina electrical outlets for the operation of power tools, battery chargers, welders, etc. is prohibited except by permission from the Harbormaster.
 - G. Licensees shall be considerate of others and keep noise to a minimum. Between the hours of 10:00 p.m. and 7:00 a.m., noise must be kept below 60dBa, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators all in accordance with City Code, Chapter 11, Section 11-88. Standard portable or "construction" generators are prohibited from operation at any time, except for temporary use approved by the Harbormaster.
 - H. Licensee must notify the Marina office, in writing, when visitors are permitted to use the Licensee's vessel. The Licensee is responsible for all guests and shall immediately inform them of and have them read and understand a copy of the Marina User Agreement.
 - I. All signs of any kind placed on or adjacent to moored vessels will meet the requirements of the City Code.
 - J. Continuing infractions of the rules and regulations contained herein as established and adopted by the City Commission shall, at the option of the City, result in cancellation of this License Agreement after which the Licensee shall remove his/her vessel from the premises.
 - K. Licensee agrees to temporarily vacate the premises for planned special events as directed and determined by the City.
- L. No vessel may be moored at a berthing space or adjacent area or mooring field unless a current Municipal Marina User License Agreement is in effect between the Licensee of the vessel and the City.
- M. Guests checking out of the Marina shall report to the Marina Office and settle their account prior to departure. Licensee shall notify the Marina Office prior to removing their boat permanently from the Marina or mooring field.
- N. All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
- 12. VESSEL MAINTENANCE AND CONTRACTORS:**
 - A. A Licensee may work on his or her own vessel providing such work, in the sole judgment of the Harbormaster, does not interfere with the rights, privileges or safety of other persons, Licensees or property. Marina staff must be informed of all vessel repairs and any maintenance that could impact the Marina.
 - B. No major repairs, refinishing or re-fitting vessels will be allowed in the Marina.
 - C. Licensee is required to notify the Marina when he/she expects workmen to be onboard and the nature of work to be performed. The City requires any contractor for hire, craftsmen or any other person performing any work whatsoever on Licensee's vessel while in or on the premises of the Marina, including City-owned or leased submerged lands and uplands or mooring fields to first provide the Marina all evidence of occupational licensing, and any other documentation required by Marina policies, including, but not limited to, certification of workman's compensation and liability insurance coverage in the amount of \$1,000,000 and lists same as additional insured, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions will require the Licensee to remove the vessel from the premises.
- 13. DINGHY OPERATION AND DOCKAGE:**
 - A. All dinghies must be registered with the Marina office and display a current Marina tag.
 - B. Licensee will obey all posted speed limits while operating their dinghy or any other vessel. Posted speeds are "Slow Speed - Minimum Wake".
 - C. Dinghies shall be docked only in the areas designated for its specific type.
 - D. Dinghy painters must be between four feet and six feet long, including locks or cables.
 - E. Motors must be kept in the down position while at the dinghy dock.
 - F. Dinghy repairs and maintenance will not be allowed on Marina property.
- 14. MOORING BALL ATTACHMENT:**
 - A. Mooring ball pick-up lines are provided for convenience but shall not be attached directly to the vessel itself. Licensee must provide attachment lines to secure the vessel to the pick-up line.
 - B. Attachment lines shall not be affixed to any portion of the mooring system other than the eyelet at the end of the pick-up line.
 - C. Attachment lines must be in good condition, at least $\frac{1}{4}$ inch in diameter and no longer than four feet in length.
 - D. There shall be no changes, modifications or alterations made to the mooring anchor, hard or soft tackle, or pick-up line.
 - E. There shall be no anchoring within the mooring field or placement of accessory anchors for any reason.
 - F. The use of any hard tackle such as shackles, snap hooks, thimbles or chain to attach to the mooring system is prohibited.
 - G. Any Licensee mooring in contravention to these rules or in neglect of any precaution which may be required by the ordinary practice of seamanship will be required to move immediately when requested to do so by the Marina and may be subject to the termination of this User Agreement.
- 15. PETS:**
 - A. All pets must be leashed or contained when off the vessel in accordance with City Code, Chapter 5, Sections 5-46 and 5-47.
 - B. Pets which are loud, disruptive and may be considered threatening to other animals and humans will not be allowed on Marina grounds.
 - C. Pet waste must be picked-up and properly disposed of in accordance with City Code, Chapter 5, Section 5-50.
 - D. Pets may not be washed or groomed inside any Marina building, including the shower or rest room facilities, and any pet washing or grooming on Marina uplands must be first approved by the Harbormaster.
- 16. BICYCLES/SCOOTERS/PERSONAL TRANSPORTERS (SEGWAYS):**
 - A. Bicycles must be stored in the bicycle racks provided by the Marina. Bicycles shall not be secured to parking meters, street signs, palm trees or any other permanent structure on Marina or City owned property.
 - B. Bicycles are not allowed inside Marina buildings or on docks, ramps and gangways, except when walked for purposes of loading or unloading onto a vessel.
 - C. Bicycle repairs are not allowed on Marina property unless approved by the Harbormaster.
 - D. Scooters shall be identified as such if the engine size is 49cc's or less. Only scooters which belong to current registered guests shall be allowed to park on

Initiated by Licensee: _____
Initiated by Marina Employee: _____

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APPENDIX A (continued)

- Marina grounds. Scooters must be parked in the Marina bike rack area. Scooters larger than 49cc's shall be considered motorcycles and must be parked on the street and follow standard City parking regulations.
- E. Personal Transporters shall not be ridden on the docks unless ambulatory in nature and should not be left on docks or finger piers. Any change to the above rules must be approved by the Harbormaster.
- F. The Municipal Marina and the City of St. Augustine shall not be responsible for any accident or personal injury while operating vehicles on Marina grounds or while on City owned property.
- G. The Municipal Marina is not responsible for lost, stolen, damaged or missing vehicles of any kind while stored on Marina grounds or on City owned property.
- 17. ACCIDENTS AND EMERGENCIES:**
- A. The Licensee grants to the City the authority to move any vessel from one location to another during emergencies such as fire, sinking or an event where room is required to discharge management duties over the Marina.
- B. All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within twenty-four (24) hours of the incident, per Section 327.30, Florida Statutes.
- C. Any sunken vessel must be removed within ten (10) working days after appropriate notice to the owner is given for removal. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by the City at the owner's expense.
- 18. STORMS AND HURRICANES:**
- A. Marina moorings are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage and an array of stress factors. During major storms or hurricanes, the City can not assure that the moorings will hold in high wind conditions beyond the tested limit of mooring strength as calculated by the engineer of record and tests conducted by the installer. Therefore, the Licensee must assume all liability from failure of the mooring during storm conditions.
- B. Engineering specifications for Marina mooring systems are calculated for traditional vessel hull and cable types. Therefore, non-traditional or other unique vessel types, such as houseboats, may not be allowed at the Marina.
- C. The Marina docks and seawall are not safe locations for vessels during tropical storms or hurricanes, and the City believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. Licensee agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane.
- D. Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.
- E. All Licensees are required to sign and agree to the Hurricane Policy Forms provided by the Marina on their first payment between the dates of June 1st and November 30th. All Licensees must sign the form each new hurricane season, including year-round Marina residents.
- ADDITIONAL LEGAL PROVISIONS**
- 19. TERMINATION OF AGREEMENT/BREACH/REMEDIES:**
- A. Either party may terminate this agreement with or without cause upon ten (10) days prior written notice. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the City pertaining to the use of facilities at the Marina.
- B. Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking space and the Marina and remove his/her vessel, personal property and vehicles from the Marina. Should the Licensee fail to vacate the premises and remove his/her vessel or other property upon termination, Licensee agrees that the City may, at its sole option, remove the vessel or property and place it in storage. Licensee agrees to pay all charges for towing, removal and storage. In addition, the City may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessels and property from the premises.
- C. Licensee agrees that the mooring or dockage provided by the City is a "necessary" within the meaning of the Federal Maritime Lien Act and that the City, in addition to relying upon the credit of the Licensee, shall retain a maritime lien as provided by State or Federal law against the vessel, its appurtenances and contents for all unpaid dockage fees, delinquency charges and for any damage caused to any dock, piling or any other property of the City or for personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire or other losses. The parties further agree that services provided by the City to Licensee or Licensee's vessel are in furtherance of navigation of the vessel or in furtherance of a waterborne use whether such services are performed ashore or afloat. Pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of six (6) months, the City is authorized to sell the Licensee's vessel or dinghy at a non-judicial sale.
20. **NO WARRANTIES:** Licensee fully understands and agrees that the City does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the Marina to be safe for docking, berthing or mooring vessels or for accepting and discharging passengers and does not assume responsibility that the City warrant or guarantee the continuity of electrical or water service where prohibited and the City does not accept any responsibility or liability for any damage caused by the use of the electrical or water service.
21. **NO ASSIGNMENTS OR SUB-LICENSES:** Licensee shall not assign, sub-license, transfer, mortgage or otherwise dispose or otherwise encumber the license or any rights granted herein.
22. **ENFORCEMENT COSTS AND ATTORNEY'S FEES:** Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the City in enforcing the covenants of the License Agreement, including but not limited to collecting any sums due under this agreement and enforcing the termination provisions and any maritime or other laws.
23. **REMEDIES CUMULATIVE:** The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state or federal law.
24. **JOINT AND SEVERAL OBLIGATION:** In the event that the license is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.
25. **DAMAGE OR DESTRUCTION TO PREMISES:** In the event the premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of God or other causes beyond the control of the City, then the license shall terminate and the Licensee waives any claim against the City for damages by reason of such termination. The City shall not be obligated to repair or rebuild the premises but may elect in its sole discretion to do so.
26. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements of any kind between the City and any other public agency of the United States Government, State of Florida or any County, authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the St. Augustine Municipal Marina facilities, mooring fields and basins, and their adjoining seawalls and dock areas. The City reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.
27. **GOVERNING LAW:** This License Agreement for use of the facilities at the St. Augustine Municipal Marina shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of Florida and, where applicable the laws of the United States of America.
28. **VENUE:** The sole venue for a legal action arising out of this agreement shall be the appropriate court located in St. Johns County, Florida.
29. **INTEGRATION CLAUSE:** All written agreements for use of the facilities at the St. Augustine Municipal Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understanding, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parol.
30. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

Initiated by Licensee: _____
Initiated by Marina Employee: _____

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APPENDIX B



St. Augustine Municipal Marina Hurricane Plan



OVERVIEW:

St. Augustine Municipal Marina and the Harbormaster's office are located at 111 Avenida Menendez at the Municipal Marina Main Facility. The Harbormaster and Marina Staff perform Harbor Management functions under the authority of the City Manager.

During hurricane season, the City Marina will act as a storm warning and information center for all boats anchored or moored in the City operated and permitted mooring fields. The Harbormaster and Marina Staff will coordinate hurricane preparation and facilitate evacuation procedures for City-owned or managed marina facilities, mooring fields and anchorage areas.

MOORING BALLS:

City moorings are not rated for strong storms or hurricanes because of an array of stress factors. Accordingly, the City can not ensure that the moorings will hold in such conditions. Nevertheless, if a captain determines it to be the safest option for his or her vessel, the Harbormaster or Marina Staff will provide a storm-assignment prior to the issuance of a watch for a named storm event. Since the Marina may not be open for several days following a storm, assignments given will be for a minimum of one week.

Engineering specifications for Marina mooring systems are calculated for traditional vessel hull and cabin types. Therefore, non-traditional or other unique vessel types, such as houseboats, may not be allowed on City moorings or at City marina facilities.

Mooring attachment lines shall not be affixed to any portion of the mooring system other than the eyelet at the end of the pick-up line. There shall be no anchoring within the mooring field or placement of accessory anchors for any reason, including hurricanes. The use of any hard tackle such as shackles, snap hooks, thimbles or chain to attach to the mooring system is prohibited.

MARINA DOCKAGE:

Significant damage to vessels and upland facilities will likely occur in a major storm if a vessel remains docked in the City Marina. All vessels on the floating docks may be relocated to the mooring field section of the Marina.

TERMINOLOGY AND WIND-SPEED CATEGORIES:

Hurricane: A well-defined system of rain and thunderstorms with a well-defined circulation center with maximum sustained winds of 74 mph (64 knots) or greater.

Hurricane Season: The period between June 1st and November 30th. Most tropical cyclone activity occurs during this time.

Hurricane Watch: Hurricane or tropical storm conditions are possible in the specified area within 36 hours.

Hurricane Warning: Hurricane or tropical storm conditions are expected in the specified area within 24 hours.

Saffir/Simpson Hurricane Scale: A scale that categorizes hurricanes based on the velocity of its sustained winds as follows:

| Hurricane Category | Wind Speed* | St. Johns County Storm Surge |
|--------------------|---------------|------------------------------|
| Category I | 74 - 95 mph | 4' - 5' |
| Category II | 96 - 110 mph | 6' - 8' |
| Category III | 111 - 130 mph | 9' - 12' |
| Category IV | 131 - 155 mph | 13' - 18' |
| Category V | over 155 mph | Greater than 18' |

*1,155 mph = 1 knot

Storm Surge: Seawater flooding that can occur as a result of several factors due to storm events.

Tropical Depression: An organized system of showers and thunderstorms that has a circulation center with maximum sustained winds of 38 mph (33 knots) or less.

Tropical Storm: A better-organized system of showers and thunderstorms with a well-defined circulation center with maximum sustained winds of 39 to 73 mph (34 to 63 knots).

HURRICANE PREPAREDNESS WEEK (MAY 25TH – MAY 31ST):

All customers are required to read and sign the "Marina Hurricane Policy" each new hurricane season. This form must be updated and available at the Marina Office in time for customers paying their June rents.

A staff meeting will be held to review hurricane procedures, assign storm preparation responsibilities and review locations for electric, water and sewer shut-off points.

Storm haul-out arrangements for Marina vessels will be confirmed.

72 HOURS PRIOR TO LANDFALL:

Marina customers will be notified of the impending storm by VHF radio general announcement and posted notices in common areas. Notification will include the final pump-out, recyclable fluid collection and closure of the main Marina building and bathhouse.

Marina grounds will be completely inspected for loose debris and unnecessary items will be stowed or secured.

Marina buildings and equipment will be photographed for documentation purposes.

48 HOURS PRIOR TO LANDFALL:

Standard flags will be removed from the Marina flagpole, and a single red and black square storm warning flag will be raised.

36 HOURS PRIOR (HURRICANE WATCH):

A second red and black square flag will be raised to warn of the approaching hurricane. POS systems are shut down and the Marina will be officially closed for business. Remaining ice is given away since electricity to the property will be switched-off.

All computers and electronic equipment will be placed on desktops, unplugged and covered with plastic bags. The main server will be covered with a plastic bag and stored above the Marina office.

Pump-out vessels will be taken to the predetermined facility for storm haul-out. The Harbor boat will be placed on a trailer and stored.

All unsecured items will be brought inside the Marina building.

Water heaters, electrical breakers and the Marina generator will be switched off. Water line will be disconnected from the floating dock. All Marina buildings will be locked-down and employees are given reporting instructions and released from duty.

POST-HURRICANE:

Harbormaster will inspect the entire facility and photo-document any damage.

If the integrity of the utility systems seems intact, connections to the property will be switched-on and monitored.

A status report will be relayed to the City Manager and a determination will be made as to whether the facility should remain closed or resume normal operations.

APPENDIX B (continued)

Attachment A

ST. AUGUSTINE MUNICIPAL MARINA – HURRICANE POLICY

Marina Moorings are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage and an array of stress factors. During major storms or hurricanes, the City cannot assure that the moorings will hold in high wind conditions beyond the tested limit of mooring strength as calculated by the engineer of record and tests conducted by the installer. Therefore, the Licensee must assume all liability from failure of the mooring during storm conditions. Engineering specifications for Marina mooring systems are calculated for traditional vessel hull and cabin types. Therefore, non-traditional or other unique vessel types, such as houseboats, may not be allowed at the Marina.

The **Marina Docks and Seawall** are not safe locations for vessels during tropical storms or hurricanes, and the City believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. Licensee agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane. Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.

All **Licensees** are required to sign and agree to the Hurricane Policy forms provided by the Marina on their first payment between the dates of June 1st and November 30th. All Licensees must sign the form each new hurricane season, including year-round Marina residents.

Leaving any vessels, equipment, gear, automobiles, vans, campers, motorcycles, bicycles or any other type of transportation and any other item left at the marina property in any way, shape or form is done at the owner's sole risk. It is understood that the City and any or all of their agents, representatives or employees cannot assume any legal or financial responsibility for the preservation or removal of the items described above left on or near Marina grounds.

The Marina officially closes 36 hours prior, and the building will be locked and access will be denied at 24 hours prior, to commencement of tropical storm conditions as forecast by the National Weather Service. Post storm, the City Manager will determine when the marina and mooring fields can be opened safely.

RELEASE OF LIABILITY AND INDEMNITY: Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges the City of St. Augustine and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss, including loss of life, or damages to person or property, including, but not limited to, damages caused by Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God or the acts of third parties, whether negligent or intentional. Licensee shall be liable to Marina for any personal injury, loss of life or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants or invitees. Licensee further agrees to defend, indemnify and hold Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Licensee's actions or property, regardless of Marina's negligence. This paragraph shall survive the expiration or termination of this agreement.

I have read, understand, and agree to the policies and procedures above as attested by my signature

SIGNATURE OF LICENSEE

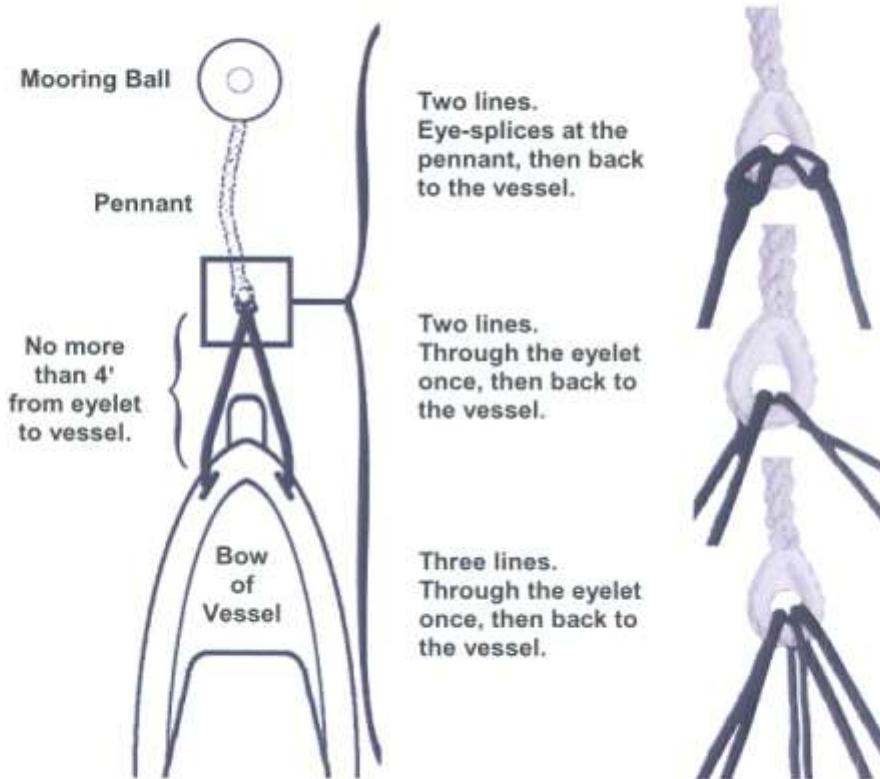
DATE

APPENDIX B (continued)

Attachment B

RECOMMENDED MOORING BALL ATTACHMENT METHODS

Additional lines may be used, but must not be attached to any other portion of the mooring system except the pennant eyelet as shown.



APPENDIX C

