

**APPENDIX II**

**TOWN OF FORT MYERS BEACH MUNICIPAL ANCHORAGE  
MOORING RENTAL AGREEMENT**

THIS MOORING RENTAL AGREEMENT, (the "AGREEMENT"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the Town of Fort Myers Beach, Florida (the "TOWN or HARBORMASTER") and \_\_\_\_\_ (the "RENTER") with respect to the vessel identified as follows:.

Mooring #:	Vessel Name:
Overall Length:_____ Beam:_____ Draft:_____	Power:_____ Sail:_____ Hull Color:_____
Vessel Make:_____ Year:_____	Liability Insurance Company:_____ Policy#:_____ Expiration Date:_____
Vessel Registration/Documentation: # _____ Owner:_____	Notice & Billing Address: _____ _____ _____
Marine Sanitation Device: Holding Tank_____ Deck Plate_____ Starboard_____ Port_____ Other_____	Email: _____ _____ Phone Number :( ) - ____ - _____ Emergency Contact Name: _____ Phone Number :( ) - ____ - _____
Rental Fee/Security Deposit : _____ / _____ (As determined by Posted Rate Schedule)	Rental Type (Circle One): Daily          Weekly          Monthly

The TOWN operates the mooring facility (the "ANCHORAGE") located in Matanzas Harbor, Fort. Myers Beach, Florida. The TOWN operates the ANCHORAGE in accordance with the Matanzas Harbor Management Plan (the "PLAN").

**1. PAYMENT TERMS:** RENTER agrees to pay to TOWN the above stated rental rate. For monthly rentals, a refundable security deposit in an amount equal to one month's rent is required at the time rental agreement is executed. All rental fees are payable in advance. Payments for monthly leases are due before close of business on the first day of the month. If rent is not paid in full by close of business on the fifth day of the month, a late fee of \$5.00 per day will be assessed. If RENTER does not make full payment of all rent and fees by close of business on the tenth day of the month, TOWN may terminate this AGREEMENT.

Payment for daily and weekly rentals are due in full at the time the rental AGREEMENT is executed.

**2. TERM OF AGREEMENT:** This AGREEMENT begins on \_\_\_\_\_ and continues to \_\_\_\_\_, unless sooner terminated by either party 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 required rent;
- (c) Failure of RENTER to follow established Mooring Field rules; or
- (d) Upon appropriate written notice from RENTER to the TOWN.

NOTE: Written notice is required by RENTER to TOWN to terminate this Agreement as follows: 24 hour notice for transient rentals or 72 hour notice for weekly/monthly rentals.

**3. RULES AND REGULATIONS:** RENTER agrees to comply with all rules and regulations relating to the ANCHORAGE including the Matanzas Harbor Management Plan, applicable Permits, and State, Federal, and local laws pertaining to marinas and boating. RENTER acknowledges that a breach of any provision of this AGREEMENT or of any of the applicable rules and regulations may result in the immediate termination of the AGREEMENT. Copies of the Plan and Permits are available for review in the TOWN'S office and Upland Service Provider's office. Upon observation of any non-compliance with the provisions of the Plan or Permits, the Harbormaster will provide a written or verbal "Caution" notice to the RENTER, informing them of the infraction. A second infraction will result in a written "Warning" notice. A third infraction will result in the immediate termination of the AGREEMENT, and the RENTER will be given 24 hours to remove the vessel from the ANCHORAGE.

**4. NON-ASSIGNMENT:** RENTER may not assign this AGREEMENT or sublet any privileges provided under this AGREEMENT. No vessel, other than the vessel described above, may be moored at the designated mooring without prior coordination with the TOWN. In the event the above described vessel is sold, or otherwise permanently removed, the RENTER must immediately notify the TOWN and provide intentions as to the future use of the mooring.

**5. DELINQUENT BALANCE:** By virtue of rental within the ANCHORAGE, the HARBORMASTER holds a possessory lien on the moored vessel under Florida Statutes (FS) s. 328.17. Under FS s. 328.17 the TOWN has the authority to place a lien against the above-described vessel, or any vessel hereafter, moored by RENTER at a rented mooring, including the appurtenances and contents

thereof, in the event of any unpaid sums due for use of mooring facilities, other services, materials and supplies charged to the RENTER's account, or for damages or injuries, including but not limited to fines, penalties, environmental restoration, and fuel spill clean-up, caused or contributed to by the above described vessel or any vessel owned by the RENTER, or RENTER', representatives or agents, to any property of the HARBORMASTER and ANCHORAGE or any other person, property, or vessel at the ANCHORAGE. **THE REMEDIES PROVIDED IN FLORIDA STATUTES S. 328.17, FOR THE NON-JUDICIAL SALE OF A VESSEL FOR NON-PAYMENT OF DOCKAGE ARE SPECIFICALLY INCLUDED AND INCORPORATED INTO THIS RENTAL AGREEMENT AS AN ADDITIONAL REMEDY AVAILABLE FOR THE HARBORMASTER, AND THE RENTER AGREES TO BE NOTIFIED AT THE POSTAL ADDRESS PROVIDED BY THE RENTER IF ACTION UNDER FS s. 312.17 BECOMES NECESSARY.**

**6. FACILITIES:** This AGREEMENT is for mooring space, holding tank pump out, dinghy docks, shower and bathroom facilities, and use of garbage and recycling bins at authorized locations.

**7. SOLE RISK:** Mooring rental space is to be used at the sole risk of the RENTER, and the TOWN will not be liable for the care, protection or security of the vessel, appurtenances or contents, or for any loss or damage of any kind or nature to the vessel, appurtenances or contents, due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, or other casualties. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear, or electrical and water service and the TOWN will not be responsible for any injuries to persons or property occurring upon the ANCHORAGE property for any reason.

**8. HOLD HARMLESS:** The RENTER agrees to hold the TOWN, harmless and to indemnify the TOWN 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 in the use of the facilities. The indemnification provided herein includes, but is not limited to, all costs, expenses and reasonable attorney's fees incurred by the TOWN in any action based on the foregoing, including, but not limited to, any action brought by the RENTER, RENTER's family, crew, guests, heirs, assigns or subrogees.

**9. FOUL WEATHER:** In the event of a tropical storm or hurricane watch or warning, all vessels at the ANCHORAGE should be properly secured for foul weather by the RENTER. It is 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 TOWN will not be held liable for any consequences in their attempt to protect life and property in the event of a tropical storm or hurricane including a warning or watch. In the event it becomes necessary to move RENTER'S vessel, for safety purposes or otherwise, and the vessel is unattended, the TOWN is authorized, but not required, to effect the necessary move at RENTER'S expense, which costs will become a part of the rent for mooring of RENTER'S vessel.

**10. FAILURE TO VACATE:** In the event RENTER fails to vacate the mooring space within seven days after receipt of a written Notice of Termination by the TOWN, RENTER hereby grants the TOWN permission to board the vessel and move it under its own power, or to place it in tow and remove the vessel from its mooring space, to a location to be chosen at the sole discretion of the HARBORMASTER, at RENTER'S expense, and to take possession of the mooring space.

**11. ENFORCEMENT FEES:** RENTER is responsible for and will pay any and all reasonable attorney's fees, together with any costs or other charges incurred by the TOWN in the enforcement of any provision of this AGREEMENT.

**12. SEVERABILITY:** The mooring of vessels at the ANCHORAGE is hereby declared to be a privilege and not a right, and all rentals are terminable with cause upon one week's written notice at the discretion of the TOWN, subject to appeal as identified below.

**13. DISPUTES:** Disputes arising under the RENTAL AGREEMENT will be presented to the HARBORMASTER. The HARBORMASTER will resolve disputes arising out of the activity on the waters of the Town related to mooring and anchoring, subject to appeal to the Anchorage Advisory Committee. Thereafter, in an appropriate instance, the recommendation of the Anchorage Advisory Committee may be presented to Town Council for a final determination. RENTER may go to Town Hall in person or may phone the TOWN at (239)-765-0202 to present a dispute to the HARBORMASTER or appeal the HARBORMASTER's determination to the Anchorage Advisory Committee.

**14. VESSEL REPAIRS:** RENTER is required to notify the TOWN when work is to be done by an outside contractor on RENTER'S vessel; the nature of the work; the name, address and phone number of the party doing the work; and a copy of the insurance policies of the party doing the work.

**15. MODIFICATION:** This AGREEMENT is the entire agreement between the parties and may only be modified in a writing executed with the same formality.

**16. VENUE AND APPLICABLE LAW:** This AGREEMENT will be construed in accordance with the laws of the State of Florida. Venue for any action to enforce the provisions of this agreement will be in Lee County, Florida.

I acknowledge that I have read and accept the terms and conditions, listed front and back, of this lease agreement.

\_\_\_\_\_ Date \_\_\_\_\_  
RENTER

\_\_\_\_\_ Date \_\_\_\_\_  
HARBORMASTER or designee

Copies to: White –Town of Fort Myers Beach, Florida