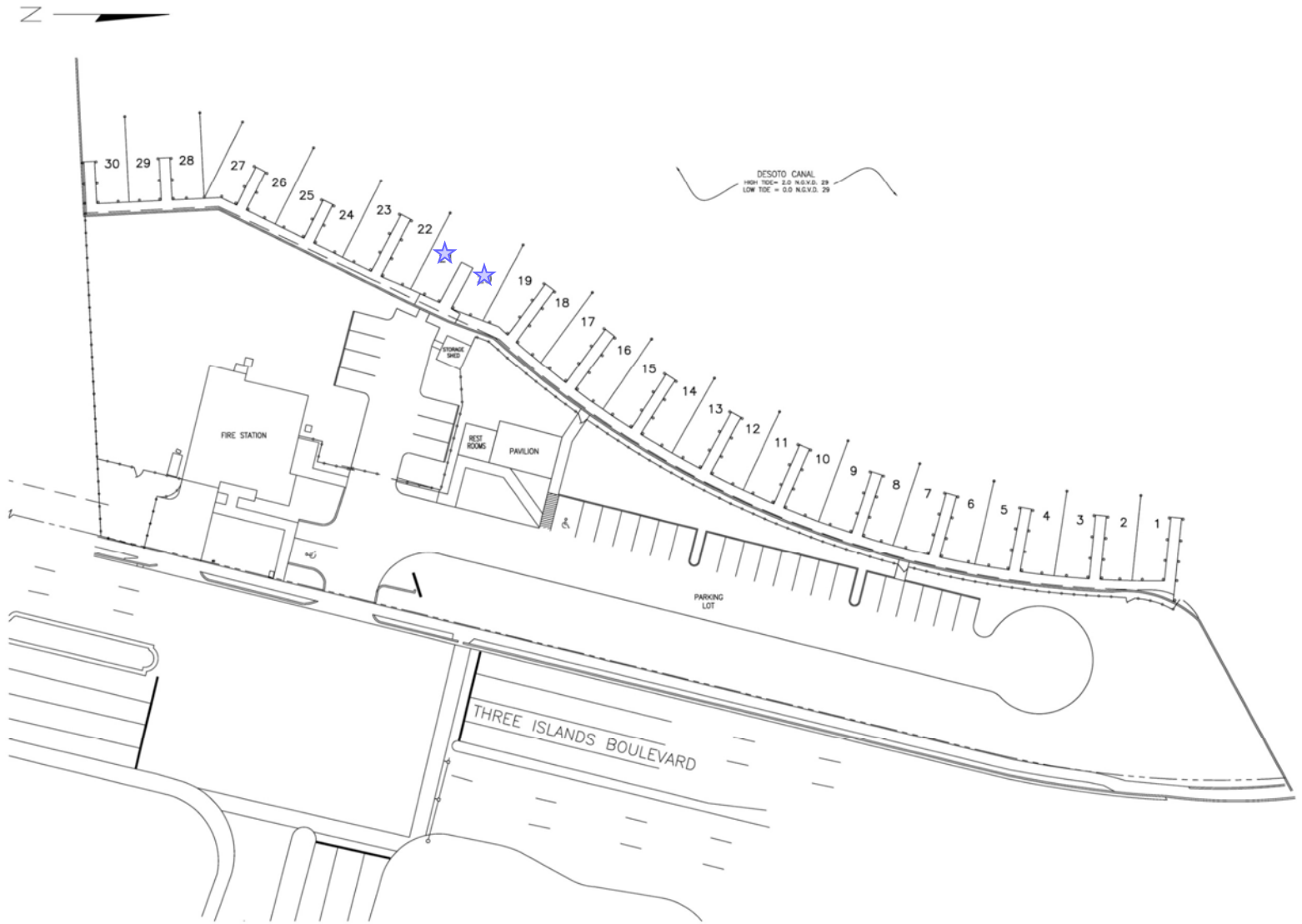


# CITY MARINA

SLIP RENTALS

## Monthly Dockage



101 Three Islands Blvd  
Hallandale Beach, FL 33009

phone: (954) 457-1653

fax: (954) 457-1467

web: [www.CoHB.org/Parks](http://www.CoHB.org/Parks)

email: [City\\_Marina@CoHB.org](mailto:City_Marina@CoHB.org)



Hello Marina Slip Requestors,

Thank you for choosing the Hallandale Beach City Marina for your Dockage needs.

Attached please find the Dockage Rental Application, Rental Terms and Conditions, and the Marina Rules and Regulations.

Please submit your completed application with a copy of your insurance certificate, vessel registration, and driver's license(s) as well as payment of \$1,000 for the annual security deposit and your first month's rent (\$12.50 per foot + 6% tax) to the Cultural Community Center (410 SE 3<sup>rd</sup> St, Hallandale Beach). A checklist has been provided below for your convenience.

Please remember, all paperwork must be received and approved and all payments made in full prior to move in.

Please feel free to contact us if you have any questions. We can be reached at 954-457-1653.

Cathie Schanz, CPRE  
Hallandale Beach Parks and Recreation Director

Dockage Start Date Requested Date: \_\_\_/\_\_\_/\_\_\_\_\_

Completed Dockage Rental Agreement Application Provided

Copy of Driver's License Provided

Copy of Insurance Certificate Provided

*Owner must obtain liability insurance coverage of a form applicable to watercraft and approved by CITY with limits of a minimum of \$500,000 Bodily Injury and \$500,000 Property Damage; or \$1,000,000 Combined Single Limit; or Protection and Indemnity coverage of \$500,000, including hull protection of not less than \$300,000.00 per occurrence. CITY must be named as an Additional insured under said insurance coverage.*

Copy of Vessel Current Registration Provided

Deposit Paid: \$1,000.00

First Month's Rent Paid: \$ \_\_\_\_\_  
\$12.50 per foot + 6% tax







**CITY OF HALLANDALE BEACH**  
Parks and Recreation Department, Marina Division  
**HALLANDALE BEACH CITY MARINA DOCKAGE RENTAL AGREEMENT**



Application: *Please Print*

Vessel Name \_\_\_\_\_ Date of Agreement \_\_\_\_\_ Slip # \_\_\_\_\_

Owners Name \_\_\_\_\_ Responsible Party \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Owner(s) Drivers License # \_\_\_\_\_ State \_\_\_\_\_

Captain's Name \_\_\_\_\_

Captain's Drivers License # \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Type of Vessel \_\_\_\_\_ Make/Model \_\_\_\_\_ Registration# \_\_\_\_\_

Overall Length \_\_\_\_\_ ft Beam \_\_\_\_\_ ft Draft \_\_\_\_\_ ft Home Port \_\_\_\_\_

Dockage Start Date \_\_\_\_\_ Estimated End Date \_\_\_\_\_ Actual End Date \_\_\_\_/\_\_\_\_/201\_\_

List Names and numbers of emergency contacts

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

IF THE INDIVIDUAL EXECUTING THIS AGREEMENT IS EITHER THE OWNER'S AGENT OR EMPLOYEE, IT IS HEREBY ACKNOWLEDGED, AGREED AND REPRESENTED THAT THIS INDIVIDUAL IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE OWNER, WHERE EITHER PARTY IS REQUIRED TO PROVIDE THE OWNER WITH NOTICE, SUCH NOTICE SHALL BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED:

As to CITY: Parks and Recreation Director  
City of Hallandale Beach  
410 SE 3<sup>rd</sup> Street  
Hallandale Beach, Florida 33009

Copy To: City Attorney  
City of Hallandale Beach  
400 South Federal Hwy  
Hallandale Beach, Florida 33009

NOTICE TO OWNER shall be sent to the address provided above, in all other instances, notice may be provided in a manner reasonably calculated to accomplish its purpose.

I HAVE READ THIS ENTIRE AGREEMENT WITH THE DOCKAGE RENTAL TERMS AND CONDITIONS AND THE RULES AND REGULATIONS AND FULLY UNDERSTAND ALL OF THE TERMS. I FURTHER UNDERSTAND AND ACKNOWLEDGE AS A VESSEL OWNER AND/OR AGENT OF THE VESSEL OWNER THAT I AM FULLY RESPONSIBLE FOR, AND THE VESSEL IS ALSO RESPONSIBLE FOR, THE TERM AND CONDITIONS SET FORTH HEREIN AND FOR COMPLIANCE OF THE DOCKAGE RENTAL TERMS AND CONDITIONS. I HAVE ALSO READ AND AGREE TO THE RULES AND REGULATIONS.

**OWNER/RESPONSIBLE PARTY:**

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

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

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

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

Date: \_\_\_\_\_

**WITNESS:**

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

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

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

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

Date: \_\_\_\_\_

**CITY OF HALLANDALE BEACH**, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
City Manager or Designee

By: \_\_\_\_\_  
Parks and Recreation Director

*For Office Use Only:*

Attached:  Copy of Driver's License  Copy of Insurance Certificate  Copy of Vessel Registration Code: \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Receipt # \_\_\_\_\_ Authorized Move In Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## DOCKAGE RENTAL TERMS AND CONDITIONS

**GENERAL CONDITIONS:** This is an Admiralty and Maritime Dockage Agreement under the General Maritime Laws, Statutes, and Codes of the United States of America. The parties acknowledge that 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 dockage space by the vessel owner hereinafter "OWNER", for his/her vessel. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. The City of Hallandale Beach, hereinafter "CITY", shall not be liable for the care or protection of the boat, including gear, equipment and appurtenances, at anytime.

**USE:** CITY's assignment of a wet slip to OWNER is revocable and CITY reserves the right to re-assign and change the wet slip assigned to OWNER at any time within its sole discretion. Assignment of a wet slip shall not be considered a bailment. The parties hereto agree that CITY's right to revoke and/or terminate OWNER's right to an assigned wet slip as stated herein is absolute. OWNER shall keep and maintain the assigned slip in a clean and sanitary condition at all times, subject to and in CITY's sole discretion, CITY's absolute right to determine if OWNER has kept, maintained, the slip in a clean and sanitary condition. CITY shall have the right to maintain, repair, or otherwise perform any actions to ensure same, and charge back OWNER. OWNER shall not make any improvements to his, her, or its assigned slip or the Hallandale Beach City Marina hereinafter "MARINA" including, but not limited to changes, modifications or alterations to the slip or any portion thereof including any dock box (if provided by CITY) or by adding any satellite dishes, adjacent pilings or utility hook-up unless first requested in writing to CITY, at MARINA and specifically agreed to by CITY in writing. All portions of the assigned slip and all improvements or repairs shall be kept in good repair and condition by OWNER. OWNER shall promptly repair, after obtaining permission from CITY Parks and Recreation, any and all damage to its assigned slips or other MARINA equipment, facilities or property damaged by OWNER or OWNER's vessel. Any such improvements shall not be construed as to give OWNER any more rights than those specifically and expressly provided for in this Agreement. Accordingly, the rights granted hereunder to OWNER shall not be construed as irrevocable rights or a license or rights or license coupled with an interest because of said improvements by OWNER.

**TERM – MONTH TO MONTH:** The term of OWNER's right to use a wet slip shall be month-to-month unless otherwise stated herein or terminated earlier as stated herein. If the commencement date is other than the

first day of the month, the initial term shall be the period from the commencement date to the last day of that month.

**LIEN:** MARINA provides dockage rental to OWNER on the basis that CITY relies on the financial credit of the vessel. The parties agree that CITY shall have a Maritime lien against the above described vessel, her appurtenances and contents for sums due for dockage and rental services provided to said vessel, injury or damage caused or contributed to or by the vessel or OWNER, its invitees, servants, crew, agents or employees, including but not limited to damage to pier, pilings docks, wharf, buoys personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss of sinking, collisions, fire, or other losses. Pursuant to Chapter 328, Florida Statutes, CITY shall have a possessory lien upon Owner's vessel identified in Owner's Application. CITY may sell or otherwise dispose of the vessel as authorized under Chapter 328, Florida Statutes, without restriction or limitations on other remedies available to CITY. Furthermore, all services provided by CITY on OWNER's vessel are in furtherance of navigation of said vessel and in furtherance of waterborne use whether such services are performed ashore or afloat.

**CONDITIONS OF ACCEPTANCE:** Dockage of the vessel, where applicable, is expressly conditioned upon its being equipped with a working COAST GUARD approved marine sanitation device and its being capable of navigation under its own power. CITY reserves the right to board and inspect the vessel prior to the execution of this Agreement and thereafter on a reasonable basis with notice to OWNER so to insure compliance with these conditions. All vessels equipped with a holding tank shall be pumped out by OWNER at least once per month unless completely empty.

**INDEMNIFICATION:** In consideration of CITY's permission to utilize the MARINA for dockage of OWNER's vessel, OWNER shall indemnify, hold harmless and defend CITY, its officers, agents and employees, from and against any and all claims, suits, actions, damages and causes of action whatever, arising during the term of this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person, entity or vessel, through or as a result of OWNER docking its vessel at the MARINA, OWNER further indemnifies and holds harmless CITY, its officers, agents and employees, from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Agreement and resulting in:

(a) Property loss of any type, which includes but is not limited to, property damage due to fire, theft, collision, or

property loss from any other cause to said OWNER's sails, furniture, equipment, tackle, or appurtenances, or to any other property contained on or in OWNER's vessel, or on the premises of MARINA, or to personal property of others on the vessel or to other vessels; and (b) Any personal injury, death, or illness arising from the occupancy or use of MARINA premises or facilities, where such injury or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel OWNER, his/her agents, servants, invitee's or employees; and (c) Any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by vessel OWNER, his/her agents, servants, invitee's or employees.

SUCH OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL CONTINUE IN AN AMOUNT NOT TO EXCEED \$500,000 AGGREGATE, NOTWITHSTANDING ANY NEGLIGENCE OR COMPARATIVE NEGLIGENCE ON THE PART OF CITY RELATING TO SUCH LOSS OR DAMAGE AND SHALL INCLUDE ALL COSTS, EXPENSES AND LIABILITIES INCURRED BY CITY IN CONNECTION WITH ANY SUCH CLAIM, SUIT ACTION OR CAUSE OF ACTION, INCLUDING THE INVESTIGATION THEREOF AND THE DEFENSE OF ANY ACTION OR PROCEEDING BROUGHT THEREON AND ANY ORDER, JUDGMENT OR DECREE WHICH MAY BE ENTERED IN ANY SUCH ACTION OR PROCEEDING OR AS A RESULT THEREOF. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way CITY's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

**INSURANCE:** Owner must obtain liability insurance coverage of a form applicable to watercraft and approved by CITY with limits of a minimum of \$500,000 Bodily Injury and \$500,000 Property Damage; or \$1,000,000 Combined Single Limit; or Protection and Indemnity coverage of \$500,000, including hull protection of not less than \$300,000.00 per occurrence. The insurance coverage shall include endorsements for extended perils, damage by fire, vandalism, burglary and fuel/oil spill. CITY must be named as an Additional insured under said insurance coverage. A valid copy of the current insurance certificate must be on file with CITY at all times and will be attached hereto as part of Exhibit "A" and OWNER's signature on this Agreement is a warranty and representation that said insurance coverage is in effect. Said insurance coverage shall include a provision that CITY shall be provided at least thirty (30) days advance of any modification or cancellation thereof and that the insured has waived any right of recovery against CITY. In no event shall the limits

of said insurance coverage be considered as limiting the liability of OWNER under this Agreement. In the event that OWNER shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by OWNER under this Agreement, CITY shall have the right to immediately terminate this Agreement without refunding any monies paid by OWNER, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, OWNER shall and does nevertheless indemnify, defend and hold CITY harmless from any loss or damage incurred or suffered by CITY from OWNER's failure to maintain such insurance.

**WAIVER OF SUBROGATION:** OWNER hereby waives any and all rights to Subrogation against CITY, its officers, employees and agents for all required insurance coverage. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then OWNER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should OWNER enter into such an agreement on a pre-loss basis.

**OWNER RESPONSIBILITY:** It is the full responsibility of OWNER to make arrangements for the safety and protection of their vessel and appurtenances. OWNER, agents, his/her family, invitees, and employees agree to comply with all rules and regulations as posted and as amended from time to time and which are incorporated by reference in their entirety.

**NO REPAIR OR MAINTENANCE BY CITY:** Nothing in this Agreement shall render an obligation on the part of CITY to make or conduct any maintenance or repairs whatsoever to its facilities or to vessels. In the event of any needed maintenance, repairs or other damage to a slip that is not caused by or a result of OWNER, OWNER's usage or OWNER's vessel, CITY may complete the necessary maintenance and/or repairs at its sole discretion. If CITY deems it necessary, in its sole discretion to perform maintenance or repair functions on the slip, dock space or adjacent or nearby areas, OWNER shall immediately comply with any request of CITY to vacate the assigned slip. Failure of OWNER to immediately comply with CITY's request may result in termination of this Agreement and/or the removal of the vessel by CITY. In the event CITY deems it necessary, in its sole discretion, to remove OWNER's vessel from a wet slip for any reason after OWNER's failure to do so, CITY shall not be responsible for any damage that may result to OWNER's vessel or other property and OWNER shall be responsible

for any and all costs incurred by CITY for the removal of OWNER's vessel.

**TERMINATION:** Agreement shall be in full force and effect unless terminated under any one of the following conditions or as otherwise set forth in this Agreement,

(a) In the event that OWNER, its invitees, crew, servants, agents, employees fails to abide by and comply with City of Hallandale Beach Dockage Rental Agreement, laws, policies, rules and regulations, as may be amended; (b) The destruction of the dockage facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity; (c) In the event OWNER shall make a bona fide sale of the vessel listed in this agreement, or remove the vessel to another mooring after notification to CITY and payment of all accrued charges; (d) By breach or default of the rules and regulations, polices and these terms and conditions incorporated herein by reference, as amended from time to time, and as solely determined by CITY; (e) Upon ten (10) days written notice by CITY to OWNER; (f) By breach of warrantee or agreements contained herein, said breach to be solely determined by CITY; (g) Failure to pay rental fee is cause for immediate termination.

**BREACH OF AGREEMENT:** In the event that OWNER breaches this Agreement or any violation of the rules and regulations or terms and conditions occur, this Agreement shall terminate immediately at CITY's option. Upon a violations occurring, OWNER agrees that CITY may immediately remove the vessel without notice to OWNER from his/her dock space at OWNER's risk and expense and take possession of the dock mooring facility. In the event of any breach hereunder, including but not limited to recovery in whole or in part for services or dockage rental charges, in any Court, either in rem or in personam, the vessel OWNER hereby agrees to pay all Court costs, attorney's fees and interest. Should a suit result against the vessel in rem, the vessel OWNER agrees and consents to have CITY appointed as substitute custodial who may be responsible to secure removable items, with the consent of the United States Marshal or other official at MARINA including removing the vessel in custodial legis from its normal dock space to another dock facility as the United States Marshall may allow and direct.

**GOVERNING LAW, VENUE AND REMEDIES:** This Agreement shall be interpreted in accordance with the General Maritime Law of the United States and in the absence of maritime precedent, the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be exclusively in the United States District Court for the Southern District of Florida unless said court is unable to exercise jurisdiction, then such dispute shall be in a court in Broward County, Florida. No remedy herein conferred upon any party is intended to be

exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**WAIVER OF JURY TRIAL:** The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other in connection with this Agreement.

**ENTIRE AGREEMENT:** This document in conjunction with the Dockage Rental Agreement, all rules and regulations, terms and conditions, ordinances, resolutions, policies, regulations and amendments thereto, constitute the entire agreement between the parties. There can be no assignment of this Agreement by OWNER without the full consent and written approval of CITY and any approved assignment shall be reduced to writing. In the event that CITY waives certain conditions, such shall not be deemed to be a continuing waiver.

**PARTIAL INVALIDITY:** In the event that any portion of this Agreement shall be deemed to be in violation of any law of the United States or in the State of Florida, said portion only shall be deemed null and void and the remainder of this Agreement shall be in full force and effect. This Agreement shall be governed by the laws of the State of Florida and laws of the United States.

**TERMS:** This agreement remains in effect throughout the term above unless otherwise specified herein. Renewal of this agreement is at CITY's option contingent upon space availability and OWNER's compliance with the agreement, ordinances, laws and rules and regulations. The dockage day starts at 6:00AM and check out time is 12:00 p.m.

#### **DOCKAGE RENTAL AGREEMENT**

**REQUIREMENTS:** Dockage Rental Agreements shall be executed for twelve month periods commencing on October 1<sup>st</sup> of each year and the rental fee (as adopted in CITY's Fee Booklet) for such period shall be paid in advance. OWNER will be responsible to pay a monthly lease payment prior to the first day of the month; there will be a late fee of \$50.00 if paid after the first of the month. Each Owner shall be required to post an annual security deposit of \$1,000.00. If OWNER vacates a space prior to the expiration of his/her lease, he/she should provide CITY notice of such intent in order to receive a refund for the remaining term of the Lease less a \$25.00 processing fee. A Lease may not be transferred to another individual or sold to another lessee. If the Dockage Rental Agreement is executed after October 1st then OWNER shall pay CITY a



prorated fee based on the remaining months of the Fiscal Year.

Upon receipt of full payment, and a signed: (1) Dockage Rental Agreement; (2) Rules and Regulations; and (3) Terms and Conditions forms OWNER shall issue Lessee ability to gain entry into MARINA.

The Lease Agreement is renewable for another year, on a month to month basis, so long as CITY receives a written notice of intent to renew the lease at least thirty (30) days in advance of the expiration date and CITY approves the renewal.

After a Lessee vacates a slip and upon a satisfactory inspection and verification by CITY of no damage to MARINA caused by the docking of said vessel, the security deposit will be refunded. Should any damage be found, CITY shall deduct the cost for repairs and/or replacements from the security deposit and the remaining balance of the security deposit, if any, will be refunded to the Lessee.

Any charges, including lease payments, charges for damages or towing charges unpaid after thirty (30) days shall be subject to a penalty of ten percent (10%) per annum. Such charges, including penalties, unpaid after sixty (60) days, shall be added to the Lessee's water and sewer utility bill (residents only). In addition, after 60 days, should any charges remain unpaid, the vessel shall be towed from MARINA by a CITY designated towing service, the expenses for which shall be paid by OWNER of the vehicle. The lease space shall then be released to the next individual on the waiting list.

Upon the expiration, termination, cancellation or forfeiture of the Dockage Rental Agreement, Lessee shall immediately remove the vessel from MARINA or the vessel shall be towed from MARINA by a CITY designated towing service, the expenses for which shall be paid by OWNER of the vehicle.

**PAYMENT OF DOCKAGE RENTAL FEES:** At this time, Dockage rental fees are per month and include water and electric, as set forth in CITY's Fee Booklet. All applicable dockage fees are due in advance of any specified pay period. OWNER acknowledges that check out time is 12:00 p.m. and any vessel that occupies any docking location(s) after 1:00 pm shall be charged for that night. All rates are subject to change without notice. OWNER agrees and acknowledges that he/she shall be assessed a late payment fee of 15% of the overdue amount. In the event that OWNER fails to remit payment pursuant to this Agreement, CITY shall send a notice to OWNER relating to his/her delinquent account. Failure to remit payment shall be cause for immediate termination of this Agreement and CITY may remove the vessel from the facility. Such removal shall be at OWNER's risk and expense.

**EVACUATION:** In the event of a tropical storm or warning, MARINA basin may be cleared of all vessels. CITY shall determine when this will be necessary. It is OWNER's sole responsibility, prior to evacuation time, to make arrangements for a safe anchorage for his/her vessel. Unattended vessels may be towed at OWNER's sole risk and expenses, but CITY makes no representations that such action will be taken.

**HURRICANE WATCH OR WARNING:** CITY's facilities are not intended to provide safe vessel storage or other occupancy during periods of severe weather conditions. If severe weather is expected at MARINA, CITY may require OWNER to immediately remove his or her vessel from MARINA. Pursuant to section 327.59, Florida Statutes, OWNERS will not be required to remove vessels from MARINA following issuance of a hurricane watch or warning; however, the following notice is hereby provided to OWNER:

*NOTICE TO VESSEL OWNER*

*CITY hereby informs you, OWNER, that in the event you fail to remove your vessel from MARINA promptly (timeframe to be determined between CITY and OWNER) after the issuance of a tropical storm or hurricane watch for Broward County, Florida, under Florida law, CITY or its employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by CITY, its employees or agents in order to better secure your vessel and to protect CITY property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.*

OWNER agrees to maintain his or her vessel in a safe and seaworthy condition, and in no way shall it be a hazard to other vessels in or to MARINA. OWNER shall be liable for damages caused to other vessels or to MARINA caused by OWNER or OWNER's vessel, during normal weather events as well as herein, and in emergency situations. OWNER shall be liable for any damages caused to other vessels or to MARINA by leaking fuels, oils, or any liquids from OWNER's vessel. OWNER acknowledges that he or she has an affirmative duty to notify CITY at MARINA immediately of any hazardous or dangerous condition existing at his or her slip or at MARINA. OWNER must maintain his/her vessel in a state of readiness for movement in case of fire, evacuation, natural or man-made disaster. OWNER shall notify CITY, if propulsion machinery is inoperative and will remain so for more than forty-eight (48) hours and shall advise CITY In an emergency, CITY reserves the right but not the responsibility to take such action as necessary and prudent to safeguard OWNER's vessel and adjacent vessels and property of CITY. OWNER agrees to pay CITY all

charges for services rendered on behalf of OWNER and OWNER's vessel in an emergency situation.

**MODIFICATIONS AND WAIVER:** CITY reserves the right to change the Charges and Fees under this Agreement from time to time and to amend MARINA Rules and Regulations, Policies and CITY's Code of Ordinances as determined in the best interests of CITY. Except for changes in the Charges and Fees and amendments to MARINA Rules and Regulations and CITY's Code of Ordinances, no modifications to this Agreement shall be enforceable unless in writing and executed by CITY Manager or his Designee. CITY's failure to require strict performance of this Agreement or waiver of any conditions herein shall not act as a waiver of any rights hereunder nor be deemed a continuing waiver of any conditions.

**PREVAILING TERMS AND CONDITIONS:** In the event of a conflict between the pre-printed terms and conditions of this agreement and the terms and conditions of any other document pertaining to the services/conditions covered by this agreement, the pre-printed terms and conditions of this agreement shall prevail.

**VIOLATIONS:** Violations of the Agreement, Rules and Regulations, Policies, or the Terms and Conditions and as amended from time to time, or disorderly, deprivations, or unruly conduct by an OWNER, his/her crew agents, invitee's or guests that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of CITY, OWNER shall be at risk and expense for removal of the vessel. **VIOLATION OF ANY CITY OR COUNTY ORDINANCE, STATE OR FEDERAL LAWS, OR VIOLATION OF REGULATIONS OF CITY, COUNTY OR FEDERAL AGENCIES SHALL BE CAUSE FOR CITY TO TERMINATE THE AGREEMENT IMMEDIATELY AND EXCLUDE OWNER AND HIS/HER VESSEL FROM MARINA.**

**VESSEL INSPECTION:** ANY VESSEL DESIRING OR ASSIGNED A SLIP LOCATION AT MARINA FOR USAGE IN THE WATER AT OR NEAR MARINA MUST BE FIT FOR ITS INTENDED PURPOSE AND MEET MANDATORY STANDARDS PROMULGATED BY THE UNITED STATES COAST GUARD (USCG), UNDER THE AUTHORITY OF TITLE 46 UNITED STATES CODE (USC); TITLE 33 AND TITLE 46, CODE OF FEDERAL REGULATIONS (CFR), AND THE VOLUNTARY STANDARDS AND RECOMMENDED PRACTICES DEVELOPED BY THE AMERICAN BOAT AND YACHT COUNCIL (ABYC) AND THE

**NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).** This includes the requirement that all vessels be registered with an appropriate federal or state agency having appropriate jurisdiction over the vessel. The vessel must be capable of self-propulsion. CITY, the U.S. Coast Guard, or any other applicable governmental agency with appropriate jurisdiction, prior to permitting a vessel to be assigned a slip at MARINA. OWNER agrees and consents to make his or her vessel available for inspection at MARINA upon reasonable request by CITY. Failure of OWNER to make his/her vessel available within seven (7) days of a request for an inspection may result in CITY's refusal to dock said vessel and/or immediate termination of this Agreement.

**The person or persons signing CITY's Dockage Rental Agreement do certify that he/she or they are the lawful owner or owners of the vessel described in the Application or are authorized to subject such vessel to the provisions of this Agreement and agree to comply with all terms and conditions of this Agreement.**

## HALLANDALE BEACH CITY MARINA RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for boat owners hereafter "OWNER", using space at the Hallandale Beach City Marina, hereafter "MARINA" the following rules and regulations are provided for your protection. Your cooperation in observing the following rules is expected and appreciated.

1. **VESSELS:** MARINA shall be open to the general public and shall accommodate vessels less than 15 feet of beam and up to 60 feet in length. Vessels can be powerboats or sailboats. Minimum length will be 20 feet. No personal watercraft will be permitted to operate in the marina basin area. No commercial vessels will be allowed to moor or operate out of the MARINA. No float on or fixed boat lifts are permitted.
2. **SUBLEASING:** Subleasing of assigned docking location, transfer of vessels between docks, or from one docking location to another is not permitted. No OWNER shall allow any vessel other than his own to occupy the docking location granted him/her under the terms of this Agreement.
3. **EXTENDED CRUISES:** The OWNER of a vessel leaving for an extended cruise beyond 7 days is required to notify the MARINA Office. The City of Hallandale Beach, hereinafter "CITY" reserves the right to rent all dock space when vacant. Transient vessels occupying an absent OWNER's dock are required to leave and CITY reserves the right to move said transient vessel without notice.
4. **EMERGENCY:** Only vessels, in good and seaworthy condition, and under their own power shall be permitted to enter the dock space. In the event that an emergency has occurred during the OWNER's absence, CITY reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its dock facility, adjacent vessels, or property of the CITY. OWNER agrees to reimburse CITY for any and all costs it incurs on behalf of OWNER's vessel in emergency situations.
5. **FIRES AND DANGEROUS CONDITIONS:** Causing or permitting charcoal fires or any other type of fire on the docks, piers or aboard any vessel while secured in the marina shall be a breach of these regulations. OWNER will immediately correct any dangerous or hazardous conditions on their vessel or caused by their vessel upon notification of said conditions by CITY.
6. **MAINTENANCE WORK WITHIN THE FACILITY:** Major repairs or refitting of vessels at dock is prohibited. Minor repairs, painting, scraping, sandblasting, or repair of gear shall not be permitted on docks or finger piers. The extent of maintenance or repair work an OWNER may perform on his/her vessel while within dockage areas shall be at sole discretion of the CITY.
7. **STORAGE ON DOCKS:** OWNER shall not store or place supplies, bikes, equipment, dinghies, skiffs, surf boards, accessories, or materials or debris of any kind on dock, finger piers or grass areas. OWNER shall not construct or place any lockers, chests, storage cabinets or similar structures on docks, finger piers or grass areas. Each vessel is allowed one plastic/fiberglass dock box to be placed on the dock within the rented dock space upon approval by CITY.
8. **DINGHIES AND TENDERS:** Dinghies and tenders will be allowed, provided they are of a type and size that can be reasonably raised and stored on the deck or davits of the mother vessel. If dinghies and tenders remain in the rented dock space provided for the mother vessel they must be properly secured to the mother vessel and not encroach on adjacent slips.
9. **NOISE:** Noise shall be kept to a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance. No loud noise shall be heard between 10:00 pm and 7:00 am. VIOLATION OF THE CITY NOISE ORDINANCE (Chapter 9, Article III) SHALL BE GROUNDS FOR TERMINATION OF THE LEASE. Copy attached. Generator use shall be limited to maintenance testing only, shore power shall be used by all vessels.
10. **PETS:** Pets are prohibited in CITY Parks. Pets must remain in the MARINA area and be controlled and leashed at all times. OWNER is expected to clean up after their pet. At the sole discretion of the CITY any pet deemed to be a nuisance will be banned.
11. **LIVE-ABOARDS:** No OWNER shall live aboard their vessel.
12. **HOLDING TANKS:** Holding tank "Y" valves shall be set or secured to prevent discharge of raw sewage into the water while in dock and there shall be no discharging of holding tanks within the Marina limits. A pump out facility is provided for use by the general public for draining holding tanks.
13. **SIGNS AND ADVERTISING:** No "for Sale" signs or other signs shall be placed on the vessel or vessel dockage space without permission of the CITY. CITY reserves the right to remove any non-approved sign from the vessel or area without notice to owner. Similarly, OWNER shall not affix by screws, nails, bolts, or

other object, any article, fixture, or equipment to the dock, piling or CITY Property without prior written permission from CITY. Neither the vessel's nor the CITY's address shall be used for business purposes without permission of the CITY.

14. **GARBAGE AND WASTES:** Garbage, refuse or waste shall not be thrown or otherwise disposed of into the waters. All garbage and waste shall be placed in garbage cans supplied for that purpose. No person shall discharge oil, fuel, solvents or flammable liquids into the waters nor shall any such materials be left in the MARINA area. Direct discharge marine heads without United States Coast guard approved treatment facilities shall not be used within the MARINA waters.
15. **ELECTRICAL OUTAGES:** The CITY shall not be responsible for electrical interruptions or outages or any problems or damages that result there from.
16. **CLEANLINESS OF VESSELS:** Vessel topsides must be kept in shipshape condition at all times and no laundry, towels, bathing suits or other such items shall be hung to dry out, or air, in public view aboard any vessel or on any pier in the MARINA.
17. **HURRICANES:** It is the responsibility of OWNER to adequately protect his or her vessel upon the issuance of a hurricane warning for Broward County by the U.S. National Weather Service. All vessels must be removed in the event of a Hurricane Warning. MARINA staff will contact OWNERS.
18. **FUELING:** Fueling of vessels by fueling truck is allowed at OWNER's slip. No fuel tank cleaning or pumping is allowed.
19. **PARKING:** The CITY reserves the right to limit and govern all parking spaces. If an OWNER will be leaving a vehicle in the parking lot overnight it is the sole responsibility of the OWNER to notify the CITY.
20. **WATER USE:** Water siphons will not be used except in case of emergency. Fresh water shall not be used as a coolant for air conditioners or other machinery. Water hoses of vessels shall be disconnected at the dock and stowed aboard. OWNERS shall not leave water running unattended. All hoses shall have automatic shutoff nozzles.
21. **ALTERATIONS:** Alterations or repairs to the MARINA facility, docks, or piers will be accomplished by the CITY only.
22. **TRANSIENT BOATERS:** Transient boaters will be allowed to dock at designated slips with approved authorization from the CITY. It is the responsibility of the OWNER to obtain authorization prior to arrival and to pay the necessary fees in advance. Maximum stay for a transient vessel will be 5 days if the OWNER is a live aboard. Maximum stay for a transient vessels is 30 days if only docking.
23. **CHANGE OF RULES AND REGULATIONS:** The CITY reserves the right to amend or make additions to or deletions from Rules and Regulations from time to time. Sufficient notice of said changes shall constitute mailing of one copy to the OWNER to the address given on the application.

## ARTICLE III. NOISE

### Sec. 9-101. Declaration of necessity.

The making, creation or maintenance of such loud, unnecessary, unnatural or unusual noises which are prolonged, unusual and unnatural in their time, place and use affect and are a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the city; and the necessity in the public interest for the provisions and prohibitions contained and enacted in this article, is declared as a matter of legislative determination and public policy; and it is further declared that the provisions and prohibitions contained and enacted in this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the city and its inhabitants.

(Code 1980, § 13-40)

### Sec. 9-102. General prohibition.

It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the city.

(Code 1980, § 13-41)

### Sec. 9-103. Enumeration of prohibitions.

(a) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code; but this enumeration shall not be deemed to be exclusive, namely:

(1) *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the city, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time. The use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up.

(2) *Radios, phonographs, etc.* The using, operating or permitting to be played, used or operated any radio or television receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners. The operation of any such set, instrument, phonograph, machine or device at any time in such a manner as to be plainly audible at a distance of 100 feet from the building, structure, vehicle or place where it is located shall be prima facie evidence of a violation of this subsection.

(3) *Loudspeakers; amplifiers for advertising.* The using, operating or permitting to be played, used, or operated of any radio or television receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

(4) *Yelling, shouting, etc.* Yelling, shouting, hooting, whistling or singing on the public street, particularly between the hours of 11:00 p.m. and 8:00 a.m. or any time or place so as to annoy or disturb the quiet, comfort, or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.

(5) *Animals, birds, etc.* The keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity.

(6) *Steam whistles.* The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city authorities.

(7) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises.

(8) *Defect in vehicle or load.* The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(9) *Loading, unloading, opening, etc., of boxes; trucks idling.* It shall be unlawful for any person to load or unload any vehicle at commercial establishments located within 300 feet of a residential area between the hours of 8:00 p.m. and 8:00 a.m. The creation of a loud and excessive noise in connection with loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers is prohibited at all times. No person may allow a truck to stand or park with its engine running nor may a person allow the motor of a trailer attached or capable of being attached to a truck to run within 300 feet of a residential unit for a period exceeding five minutes between the hours of 8:00 p.m. and 8:00 a.m.

(10) *Construction or repairing of buildings.* The erection, including excavating, demolition, alteration or repair of any building other than between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sundays, when such activity shall be prohibited other than between the hours of 1:00 p.m. and sunset, subject to the limitations set out below except in cases of urgent necessity in the interest of public health and safety and then only with a permit from the building official, which permit may be granted for a period not to exceed three days or less while the emergency continues; and such permit may be renewed for periods of three days or less while the emergency continues. If the building official shall determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the prohibited hours; and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours prohibited above upon application being made at the time the permit for the work is awarded or during the progress of the work. The activities regulated by this subsection may be performed between 1:00 p.m. and sunset on Sundays by the owner or occupant of the premises on which such activities are to be performed but this exception shall not permit the use of heavy equipment or use of hired help, between 1:00 p.m. and sunset on Sundays, which may be permitted by the building official only in cases of urgent necessity in the interest of public health and safety.

(11) *Schools, courts, churches, and hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while they are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the area is a school, hospital or court street.

(12) *Hawkers, peddlers and vendors.* The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.

(13) *Drums.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale.

(14) *Metal rails, pillars and columns; transportation.* The transportation of rails, pillars or columns of iron, steel or other material, over and along streets and other public places upon carts, drays, cars, trucks, or in any other manner so loaded as to cause loud noises or as to disturb the peace and quiet of such streets or other public places.

(15) *Pile drivers, hammers, etc.* The operation between the hours of 6:00 p.m. and 8:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance or operation, such as the use of explosives, which is attended by loud or unusual noise.

(16) *Blowers.* The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

(b) There shall be no private or commercial collection of garbage and/or trash in the city between the hours of 8:00 p.m. and 7:00 a.m.

(c) The city manager is authorized to issue temporary permits to permit noise produced by temporary uses or activities which do not significantly endanger the health, safety or welfare of the community, but which may be in technical violation of the requirements of this section.

(Code 1980, § 13-42)

Sec. 9-104. Permit; test or measurement.

(a) In addition to the requirements of section 9-103, the making and creating of an excessive or unusually loud noise is declared to be unlawful, except when made under and in compliance with a permit, as provided in this section. Although a violation may occur without a measuring test, for the purpose of determining and classifying any noise as excessive or unusually loud, the following test or measurement may be applied:

(1) The noise shall be measured at a distance of at least 25 feet from a noise source in the public right-of-way, or if the noise source is located on private property, or public property other than a right-of-way, at least 25 feet from the property line of the property upon which the noise source is located.

(2) The noise shall be measured on a decibel or sound level meter of standard design or quality, operated on the A-weighted scale.

(3) A noise measured or registered as provided in this section of more than 60 decibels on the A-weighted scale in intensity shall be and is declared to be excessive and unusually loud, and is unlawful.

(4) A noise measured or registered as provided in this section from a motor vehicle above 88 decibels on the A-weighted scale shall be and is declared to be excessive and unusually loud, and is unlawful.

(b) Applications for a permit for relief from the noise level designated in this section as unlawful, on the basis of undue hardship, may be made to the city manager. Any permit granted by the city manager shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that such permit shall be effective. The city manager may grant such a permit if he finds that additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or that the activity, operation or noise source will be of temporary duration and cannot be accomplished without exceeding the noise level provided in this section; and that no other reasonable alternative is available to the applicant; and the city manager has prescribed such conditions or requirements deemed necessary to minimize adverse effects upon the community and the surrounding neighborhood.

(c) The requirements of this section shall not apply to any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency, or to those activities of a temporary duration, licensed and permitted by law, including but not limited to parades and fireworks displays.

(Code 1980, § 13-43)

Sec. 9-105. Prohibition on sounding railroad train horns and whistles between the hours of 10:00 p.m. and 6:00 a.m.

It shall be unlawful and it is prohibited for any engineer, firefighter, conductor or other person in charge of or control of any locomotive or train of cars to sound any railroad train horn or whistle within the city between the hours of 10:00 p.m. and 6:00 a.m., where the crossing involved has train-activated automatic traffic control devices, which shall include flashing lights, bells and crossing gates, and where signs have been erected at the crossing involved announcing that railroad train horns and whistles will not be sounded during these hours and such signs conform with the uniform system of traffic control devices as specified in F.S. § 316.0745.

(Code 1980, § 13-44)