

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT**

**MARINA WORK AREA CONTRACT**

**(1005 WC)**

**SLIP#:** \_\_\_\_\_

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Bayshore Gardens Park and Recreation District (the "District") and \_\_\_\_\_ (the "Boat Owner") hereby enter into this Agreement on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Agreement Term"), and the District, as lessor, agrees to lease a work space in the work area of the District's Marina (the "Work Area") to the Boat Owner, as lessee, pursuant to the following terms:

1. Boat Owner will abide by the general rules and conditions as set forth in the District's Marina Rules, attached hereto and incorporated herein as Exhibit "A."
2. All fees must be paid in advance of moving the Boat into the Work Area.
3. The above described work must be completed within the Agreement Term unless the agreement (1005 WC) is extended in the District Office, prior to the original expiration date. **Any extension is subject to the availability of work space in the Work Area.**
4. Failure to adhere to the rules of the District or the terms of this Agreement shall constitute grounds for termination of the Agreement. If the District terminates the Agreement, Boat Owner shall immediately cease performing any work on the Boat and remove the Boat from the Work Area within forty-eight (48) hours of the notice of termination. Should the Boat Owner fail to remove the Boat within this time period, the District may, without further notice, remove or cause to be removed, the Boat from the Work Area. Such removal by the District shall be at Boat Owner's sole cost, expense and risk.
5. Boat Owner shall be responsible, at Boat Owner's sole expense, for having the Boat placed into the workspace assigned by the Dockmaster in the Work Area, including securing and paying for third party crane services. Boat Owner shall notify the District Office at least one week prior to the date the crane is scheduled to move the Boat to the Work Area. The crane operator/company shall be properly licensed and shall have comprehensive general liability insurance with minimum coverage amount of \$1,000,000.00. The District shall be named as an additional insured on the crane operator/company's insurance policy. A copy of the license and insurance policy shall be provided to the District **prior** to the crane entering the marina.
6. Boat Owner shall ensure that all work performed in the Work Area complies with all applicable regulations. A relevant portion of EPA's Shipshape Shores and Waters Handbook, and a link is attached hereto and incorporated herein as Exhibit "B" for ease of reference, and includes helpful guidance, including the use of appropriate barriers for any sanding work. Boat Owner shall be liable for any and all damages related to Boat Owner's failure to comply with applicable regulations and best management practices.
7. The use of the Work Area, including any and all equipment therein, whether owned by the District or otherwise, shall be at the Boat Owner's sole risk. The District shall not be liable for the care or the protection of the Boat while in the Work Area, including gear, equipment and contents, or for any loss or damage of whatever kind to the boat, gear, equipment and contents for any reason whatsoever, including, but not limited to, the District's negligence. Furthermore, the District shall not be liable for any damage or injury occurring within the Work Area, including damage or injury caused by failure of District equipment or materials.

8. Boat Owner, on behalf of him/herself, and guests, invitees, employees, agents, heirs, successors and assigns, hereby agrees to indemnify, defend, and hold the District and its employees and agents harmless from: (1) any and all liability for loss or damage to the Boat, its gear, equipment and contents for any reason, including District equipment failure; (2) any and all loss, damage, liability, legal action or claim, of any nature, arising from the Boat; and, (3) any and all loss, damage, liability, legal action or claim of any nature arising out of Boat Owner's use of the Boat and the Work Area facilities, the presence of Boat Owner's Boat, or the moving of the Boat, except to the extent that such loss or damage is the result of District's gross negligence, willful or wanton misconduct. Boat Owner's indemnity, hold harmless, and defense obligations shall apply even in instances where the District or any third-party is negligent.

**Work area:** North Side: \_\_\_\_\_ South Side: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Type of boat: Power \_\_\_\_\_ Sail \_\_\_\_\_ Name or make of boat: \_\_\_\_\_

Florida Registration No.: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Deposit of \$40.00 paid for gate key to be refunded when key returned.	Total \$ _____
Resident Boat Slip Lessee Fee: \$10.00 per week (No. weeks ___ x \$10.00)	Total \$ _____
Resident Non-Boat Slip Lessee Fee: \$10.00 per week (No. weeks ___ x \$10.00)	Total \$ _____
Non-Resident Boat Slip Lessee Fee: \$20.00 per week (No. weeks ___ x \$20.00)	Total \$ _____
Extension Fee: \$ _____ per week (No. weeks ___ x \$ _____)	Total \$ _____

Extension from date: \_\_\_\_\_ to date: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Exhibit "A"

### MARINA RULES & REGULATIONS

1. No liveboards permitted in the marina.
2. The District is **not** responsible for any personal property left on vessel boat.
3. Renters are required to use 6 dock lines; 2 front, 2 back, 2 spring lines with one to front and one to the back. Boats under 27' in length must use a least a 3/8" diameter dock lines. Boats 27' to 29' must use 1/2" diameter dock lines. Boats 30' to 35' must use 5/8" diameter dock lines. When departing, no lines are to be left lying across walkways.
4. Boats must be maintained in operable condition with no gas or oil leaks.
5. No boats are permitted to be stored on trailers in the marina area / reserved trailer spots at any time.
6. District identification stickers must be affixed to boats on the port side, bow.
7. Air conditioners, electric and water must be shut off if the boat is not occupied. Power to the marina will be shut off in the event of an emergency.
8. No recreational swimming or fishing permitted in the marina.
9. Only Renters and their guests are permitted within 10 feet of the docks.
10. Renter is prohibited from using the boat slip for any commercial purposes and/or displaying signs on or near the boat.
11. No smoking or open flames within 50 feet of a boat being fueled. Fueling must be done with a proper gas can. Any spills should be reported to the District office or Dockmaster immediately.
12. Stainless steel lag eye screws, 3/8" in diameter, 6.5" in length will be placed approximately 8 inches down on the piling by the District. Renter may affix swivel block pulleys to lag eye screw, and attach one end of pulley rope weight (concrete blocks are the only acceptable form of weight in District's marina) for boat mooring purposes. Renter will affix the pully ropes and weight blocks at their own expense and maintenance.
13. No backing boats into boat slips anywhere in the marina.
14. While occupying or cruising in the marina area, no garbage, refuse matter, sewage or waste material of any type, may be thrown, discharged, deposited or allowed to fall from any boat, car or docks, slips, spaces or walkways. The boat slip area will be maintained neat and orderly at all times.
15. Any vehicles parked behind the secured marina gate **MUST** display a parking decal. Vehicles without the proper decal are subject to towing at owner's expense.

## Exhibit "B"

### EPA SHIPSHAPE SHORES AND WATERS HANDBOOK

#### Keeping Shipshape:

Regular boat maintenance is essential for keeping boats in good operating condition. But some products used to maintain, clean, polish, and paint boats can threaten the health of marina waters. Many of these products contain ammonia, phosphates, chlorine, or hydrocarbon by-products, which are harmful to aquatic life. Boaters can prevent these products from making their way into marina waters with the best practices listed below.

## Exhibit "B" Continued

### **Recommended best practices for boaters:**

1. Wash boat hulls above the waterline by hand. Where feasible, remove boats from the water and clean them where debris can be captured and disposed of properly, to prevent runoff into the marina basin.
2. Buy and use biodegradable detergents and cleaning products that will have a minimal impact on the aquatic environment.
3. Avoid in-water hull scraping or any abrasive process done underwater that could remove paint from the boat hull.
4. Thoroughly wash boats taken from the water before transporting them to another body of water to prevent the spread of exotic or nonnative plants and organisms.

### **Recommended best practices for marinas:**

1. Promote the use of cleaning compounds that have minimal impact on aquatic habitat.
2. Locate pressure washing in a separate area where wash water can be filtered and recirculated.
3. Make available and encourage the use of long-lasting, low-toxicity or nontoxic antifouling bottom paints.

### **Marina Services and Amenities:**

Maintenance Areas Marina operators can be especially instrumental in preventing the entry of harmful chemical compounds from cleaning and maintenance products into marina waters. Because marina operators provide maintenance services, rent equipment, and sell cleaning materials, they can determine where and how maintenance is done. Most important, marina operators have an opportunity and the responsibility to educate boaters and employees on protecting water resources by following environmentally friendly maintenance practices.

To maintain clean marinas and clear waters that continue to attract patrons, marina operators could follow these management practices:

1. For boat repair and maintenance work, use tarp covers for abrasive blasting and sanding to contain the material.
2. Minimize dust and debris when performing boat hull maintenance. When sanding, use dustless sanders. Use permeable tarps, screens, or filter cloths to capture debris when cleaning, sanding, or painting, and then dispose of it in designated containers.
3. Require that hull maintenance areas be cleaned immediately after any maintenance to remove debris. Require that all debris be disposed of properly to prevent rainwater or wash water from carrying contaminated debris into the marina basin.
4. Regularly vacuum and sweep service roads, driveways, and parking lots; use porous pavement where feasible.

### **For the complete EPA Handbook:**

[https://www.epa.gov/sites/production/files/2015-09/documents/marinashdbk2003-2\\_0.pdf](https://www.epa.gov/sites/production/files/2015-09/documents/marinashdbk2003-2_0.pdf)