

## Please read this Agreement in full before you initial and sign

1. **MOORING FACILITY:** Martin County is the owner of the Manatee Pocket Mooring Facility, which is comprised of mooring buoys, dinghy dock, floating dock, and restroom facilities ("Mooring Facility"). The Mooring Facility is a Marina pursuant to §327.02, Fla. Stat.
2. **PERMIT:** Martin County, issues this permit to Boat Owner (as identified on the permit) and Boat Owner's family, employees, licensees, agents, or guests (collectively "Boat Owner's Agent") for use of the wet storage designated at the Mooring Facility for the mooring of Boat Owner's boat, including all riggings, engines, appurtenances, and contents (the "Boat") subject to the terms of this Agreement. This Agreement confers no leasehold interest to Boat Owner and creates no bailment to Martin County. Martin County reserves the right to change the Mooring assignment or move the Boat for normal Mooring Facility operations or repairs or for special events.
3. **TERM:** The term of this Agreement shall begin on the Arrival Date and continue on a monthly, weekly, or daily basis, as indicated on the first page of this Agreement ("the permit"). At the end of any term, should the Boat Owner extend their reservation, payment in full is required and a new permit will be issued. Daily moorings are subject to availability.
4. **PAYMENT OF DOCKAGE FEES AND OTHER CHARGES:** Dockage fees for the mooring of the Boat must be paid in advance for the Term of the permit. Firefly and or Manatee Pocket Mooring Field Staff, will collect online credit card payments only and provide an email receipt with a breakdown of charges. All charges are subject to applicable taxes. If Boat Owner fails to pay an outstanding balance for sixty days, Martin County shall be authorized to sell the Boat at a nonjudicial sale within the provisions of §328.17, Fla. Stat. This provision is in addition to and not a limitation of the County's rights under state or federal maritime law, which rights and liens are not waived and are expressly reserved. Martin County is authorized to assess any charge deemed necessary to cover the costs of operation, maintenance, or the projected costs of future expansion of the Mooring Facility. It is to be understood by all parties that the reservation date on this permit is strictly for the date listed on the permit. All cancellation requests must be submitted via e-mail to the Harbormaster and accompanied by a copy of the paid receipt. Phone cancellations are not accepted. Refunds may be requested for cancellations. Refund requests do not automatically mean approval of a refund. Refunds will not be approved due to poor weather conditions, unless the County closes the Park due to tropical storm or hurricane warnings, in which case refund requests may be considered. Refund payments will be made in the same way payment was made to the County. Credit card refunds will be processed within five (5) working days. The prevailing cancellation refund fee will be applied to all cancellation requests. See Mooring Facility Rules for cancellations and refunds. **NO REFUNDS WILL BE ISSUED FOR EARLY DEPARTURES OR LATE ARRIVALS.**
5. **USE OF MOORING BUOY AUTHORITY:** Boat Owner may use the Mooring Buoy to moor the Boat, and for no other purpose. Martin County reserves the right to exclusive control over the use of the Mooring Buoy and has the right to refuse to grant a permit to any person for any reason. If Boat Owner sells the Boat and wants to use the Mooring Buoy for another boat, Boat Owner must first get permission from and register the new boat with the Harbormaster. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Boat Owner is fully authorized to bind all owners of the Boat to the terms and conditions of this Agreement. If Boat Owner's Agent is signing this Agreement, said person represents that he or she has the authority to bind the Boat Owner. If Boat Owner removes the Boat from the Mooring Facility for extended periods (normally more than three days), for any reason, including repairs to the Boat, Boat Owner shall notify the Harbormaster.

Martin County may use the Mooring Buoy when not in use by Boat Owner without reduction of the dockage fee or payment of other compensation to Boat Owner.

6. **LAWS, RULES AND REGULATIONS:** Boat Owner shall comply with the Mooring Facility Rules. Martin County may change the Mooring Facility Rules by posting new ones. In using the Mooring Facility, Boat Owner shall comply with all applicable laws, ordinances, resolutions, rules, and regulations of federal, state and local entities, including U.S. Coast Guard regulations. If Boat Owner, or Boat Owner's Agents violate the Mooring Facility Rules, engage in disorderly conduct, or engage in conduct that creates a threat or injury to persons, property or the reputation of Martin County, Martin County may terminate the permit and this Agreement and may immediately cause the removal of the Boat at Boat Owner's sole risk and expense. Any illegal activity within the Mooring Facility is grounds for immediate law enforcement action and/or prosecution under the provisions of Federal (including maritime), State, and local law. It is the intent of Martin County to prosecute each violation to the fullest of the law. Boat Owner is responsible for damage caused by Boat Owner, Boat Owner's Agents or Boats to the Mooring Facility, including but not limited to, docks, structures, pilings.

7. **MANATEES & OTHER PROTECTED SPECIES/FEEDING OF WILDLIFE:** Harassment of Federal or State listed protected species is illegal and will not be tolerated. Lists of these species are available at the Harbormaster's Office. All vessel owners and guests are prohibited from feeding or leaving food for wildlife, particularly birds or endangered species.

8. **TRANSFERS AND ASSIGNMENTS:** This Agreement and Boat Owner's rights hereunder are the personal privilege of Boat Owner and are not assignable and may not be sublet. If Boat Owner sells the Boat and the new Boat Owner wants to keep the Boat at the Mooring Facility, the new Boat Owner must get permission from and register the Boat with the Harbormaster. Any attempt to assign or sublet is a default under this Agreement, is void, and entitles Martin County to immediately terminate this Agreement.

9. **BOAT OWNER'S WAIVER OF LIABILITY; INDEMNIFICATION:** All risk of loss or damage to property and of personal injury and/or death shall be upon the Boat Owner. This is in addition to all other liability limitation and indemnity provisions herein contained. Boat Owner, as a material part of the consideration to be rendered to Martin County under this Agreement, hereby waives, except as otherwise herein provided, all claims against Martin County and its officers, agents and employees for interruption of or interference with utilities, claims for damage to the Boat, the Boat's gear, and the Boat's equipment, or any goods, wares, or equipment in, upon, or about the Boat or the Common Areas, and for injuries or death to persons including, but not limited to, Boat Owner's family, agents, licensees or invitees, including those occurring on, in or about the Boat or the Common Areas from any cause whatsoever arising at any time including, but not limited to, theft, fire, storm, riots, strikes, collision, pandemics, insufficiencies involving the electrical and other utility systems, chaffing, sinking, or negligence by Martin County or otherwise. Boat Owner agrees to indemnify, protect, and defend Martin County from and against all such claims. Solely for the purpose of this Paragraph, the term "Common Areas" shall include but not be limited to all areas in, on or around the Boat, the Slip, the dock areas, the walks, floats, ramps, gangways, restrooms, laundry, office, parking areas, walkways, and roads in, around and leading to and around Mooring Facility's premises.

a. These indemnity provisions shall not be construed as a waiver of Martin County's rights or defenses or Martin County's sovereign immunity afforded by the Florida Constitution and as more specifically described in Section 769.28, Florida Statutes.

b. Neither County nor its respective agents, commissioners employees, or officer shall under any circumstances whatsoever be charged with or liable for direct, consequential or any other damages sustained, no matter how occurring, by Boat Owner or Boat Owner's Agent, including but not limited to loss of or damage to the Boat or any other personal property caused by theft, fire, collision, chafing, dock maintenance or faulty repair, or by reason of any other cause, or for personal injury or death, even if occasioned by the negligence of Martin County or its agents, employees, or officers. Boat Owner agrees to indemnify, protect, and defend Martin County from and against any and all actual or potential liability arising or potentially arising from any such damage, injury, death or other loss by Boat Owner and Boat Owner's Agent.

c. Martin County contracts for dockage and sets dockage rates only based on the insurance and limited liabilities as set forth herein. Boat Owner accepts the above-described risks of property damage/loss,

personal injury and death occasioned by the acts or omissions of Martin County or its agents, employees, and officers, and Boat Owner agrees to purchase and maintain such insurance against such risks as Boat Owner deems prudent and shall look only to said insurance for compensation or damages related to any such loss regardless of the legal or physical responsibility therefor.

d. Insurance/Documentation Proof. Boat Owner, at its sole expense, shall have in effect Marine Liability Coverage (All Risk Policy), including hull, bodily injury, property damage and pollution insurance, as well as insurance covering contractual liability the Boat Owner assumes under this Agreement, for the protection of the Martin County and others with a minimum coverage limit of \$300,000 per occurrence for any vessel 40 feet and under, which is the maximum boat length allowed. Boat Owner, or its insurer, shall before locating the Boat at the Mooring Facility provide a true and correct copy of the Boat's certificate of insurance. All policies of insurance required under this Agreement must be issued by an insurer with a minimum rating of A-VII who shall be licensed to do business in the State of Florida. This policy shall be primary and non-contributory.

e. For permit stays of thirty (30) days or more Martin County shall be named as an additional insured on the certificate of insurance (COI) for all liability policies within seventy-two hours (72) of arrival. All guest staying 30 days or longer are required By Martin County to provide the Harbor Master with a COI (Certificate of Insurance) stating the correct amount of liability insurance as stated on the agreement form with Martin County added as additional insured within 72hours of arrival. Such insurance policies shall provide thirty (30) days or more notice to be given to Martin County in the event coverage is reduced, or if the policy is canceled or not renewed. Boat Owner shall be responsible, with or without demand, for tendering a copy of the Boat's current registration/documentation and certificate of insurance, so current copies are always maintained by the Harbormaster. Boat Owner agrees to provide written notice to the Harbormaster of any change in insurance carrier, insurance agent or policy number, within five (5) days of the occurrence of any such change.

10. **CARE OF MOORING:** Upon termination of this Agreement, Boat Owner shall surrender the mooring in good order and repair other than normal wear and tear resulting from ordinary use. Boat Owner shall not alter the mooring buoy, dock area or utilities services.

11. **ACCESS TO BOAT:** Martin County shall have the right to inspect the Boat from time to time to determine if the Boat is in compliance with the terms of this Agreement. The Harbormaster shall be authorized to conduct periodic vessel inspections in order to ensure compliance with Federal and State safety and marine sanitation regulations. Denial of an inspection shall be grounds for termination of the permit and this Agreement. The Boat Owner shall fully comply with the directions of Martin County, the Harbormaster and Law Enforcement personnel and shall allow access to the Boat by those personnel as necessary

12. **EMERGENCY REPAIRS:** Boat Owner grants the Harbormaster authority, in the event of an emergency, to have necessary repairs made to the Boat. Such repairs shall be made, as economically as possible. Emergencies include but are not limited to: tropical storms and hurricanes; breakdown of a bilge, fuel, or sewage pump or any other leak; chafed or broken lines; or any other emergency that may imperil the vessel and possibly lead to sinking, damage to other vessels within the Mooring Facility, or damage to the Mooring Facility. The cost of these repairs, parts, labor and any other appropriate charges, will be billed to Boat Owner and payable no more than 24 hours after charges are incurred by Martin County.

13. **REPAIRS BY BOAT OWNER:** Work above the rail or in the interior of the Boat may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by Martin County or other Mooring Facility users. **HULL REPAIRS, MAJOR ENGINE REPAIRS/OVERHAUL, SANDING AND PAINTING, MAJOR CARPENTRY/REBUILDING PROJECTS ARE STRICTLY PROHIBITED.** Approval to perform work other than normal maintenance must be obtained from Harbormaster at his or her sole discretion.

14. **NO WARRANTIES:** Martin County makes no warranties, express or implied, as to the condition of the Mooring Buoy or the Mooring Facility (including floats, walkways, gangways, ramps, gear, and related items) or the suitability of the Mooring Buoy and the Mooring Facility for Boat Owner's intended purposes. The floating dock is on a natural body of water. It may become wet, slippery and moves with the tides and waves. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect the Mooring Facility and the Mooring

Buoy prior to execution of this Agreement and agrees to accept the Mooring Facility and the Mooring Buoy in their current condition.

15. **HOLDING OVER:** If the Boat remains at the Mooring Facility following termination of this Agreement, and without otherwise limiting the rights of Martin County hereunder, Boat Owner shall be deemed to be occupying the Mooring Facility for purposes of transient dockage and shall pay Martin County the then applicable dockage rate for each dockage period, in accordance with the permit, the Boat continues to be moored at the Mooring Facility.

16. **UNATTENDED AND ABANDONED BOATS:** If the Boat remains unattended for more than twenty-four (24) continuous hours without the prior approval of the Harbormaster. Upon removal due to abandonment, the Boat will be placed in a secure location or commercial marina for storage while diligent, reasonable efforts to locate the Boat Owner are made. Martin County may sell the Boat at a nonjudicial sale within the provisions of §328.17, Fla. Stat. Boat Owner waives any and all claims for any damages for Martin County removing or storing the boat.

17. **EMERGENCIES, HURRICANES OR OTHER ACTS OF GOD:** Martin County expects boat owners to have made suitable arrangements for safe, sheltered anchorage during tropical storms or hurricanes, and hereby, Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that the Mooring Facility will be safe, sheltered anchorage during tropical storms or hurricanes. In the event of an impending tropical storm or hurricane or other emergency, Martin County, in its sole discretion, is authorized to do whatever Martin County deems appropriate and reserves the right to move or evacuate unattended vessels at the Boat Owner's risk and expense. In the event the Boat Owner fails to remove the Boat from the Mooring Buoy within 24 hours of a declared tropical storm or hurricane watch for Martin County, Florida, Martin County, in its sole discretion, is authorized to remove the boat from its Mooring Buoy or take any and all other actions deemed appropriate by Martin County, its employees or agents, in order to better secure the Boat and to protect Mooring Facility property, private property, and the environment. Boat Owner is further notified that Boat Owner may be charged a reasonable fee for any such action. Martin County, its employees, and agents, shall not be held liable for any damage incurred to the Boat from storms or hurricanes and are held harmless as a result of such actions. Undertaking to move or evacuate the Boat shall not be deemed an assumption of responsibility for the safety, security and care of the Boat by Martin County, its employees, or agents, nor shall Martin County, its employees or agents, be deemed a bailee of the Boat Owner. In the event a Boat Owner decides not to remove their Boat from the Mooring Buoy, you understand that Martin County Policy has strongly advised you to have made plans to leave in advance and that you will be held liable to the fullest extent of the law for all damage or injury sustained to you, your vessel, the mooring buoy, the dinghy dock, or private property, including any expenses that might be incurred.

18. **DEFAULT -REMEDIES:** If Boat Owner breaches this Agreement, Boat Owner shall be in default. Upon default, Martin County may exercise any and all remedies available hereunder or at law. If Boat Owner is in default, Martin County may elect to terminate this Agreement immediately. Upon termination, Boat Owner shall pay all sums due to Martin County and then remove the Boat from the Mooring Facility. Should Boat Owner fail to timely pay all sums due and then remove the Boat from the Mooring Facility as required, then the Boat shall be conclusively deemed abandoned, Martin County shall be deemed an involuntary depository, and Boat Owner shall incur a per diem dockage fee at the applicable daily rate for transient dockage.

19. **CUMULATIVE REMEDIES - NO WAIVER:** Martin County's rights and remedies hereunder are cumulative in nature, and pursuit of any remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same have become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

20. **BOAT OWNER'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT:** Boat Owner shall be responsible for and shall promptly, upon demand, pay Martin County for any damage caused to the Mooring

Facility by Boat Owner, the Boat or Boat Owner's Agent. Boat Owner and Boat Owner's Agent shall, in and around the Mooring Facility, comply with all laws, rules and regulations concerning the protection of the environment and pay Martin County for any damage, expense or liability incurred by Martin County due to Boat Owner's or Boat Owner's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Boat Owner or Boat Owner's Agent. Boat Owner and Boat Owner's Agent shall not release or permit to be released, by action or inaction, any hazardous waste, or environmentally objectionable substances, including oil, gasoline, or untreated sewage ("Hazardous Substances") into the water or land of the Mooring Facility. The costs for which Boat Owner may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Martin County personnel and any legal fees incurred in defense of any violations. Boat Owner and Boat Owner's Agent shall be responsible for immediately reporting and cleaning up any such release. Boat Owner or Boat Owner's Agent shall report any release immediately to the Mooring Facility Harbormaster and shall keep Martin County informed on a daily basis of Boat Owner's actions with respect to any clean up. If Martin County is not satisfied, in Martin County's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Martin County may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.

21. **CONDUCT:** The conduct at the Mooring Facility of Boat Owner and Boat Owners Agent shall be the sole responsibility of Boat Owner. Conduct by Boat Owner or Boat Owner's Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of Martin County (including use of drugs, whether legal or not, or alcohol) shall, at the option of Martin County, be cause for immediate termination of this Agreement by Martin County.

22. **SECURITY SERVICE:** Boat Owner acknowledges that the security cameras provided by Martin County are a courtesy only and that, while Martin County will use its best efforts to provide adequate surveillance, Martin County bears no liability or responsibility in the event that Boat Owner's or the Boat's security is breached.

23. **NOTICES AND ADDRESSES:** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is delivered to the other party by electronic means or three days after it is deposited in the mail, addressed to the other party at the addresses set forth in the permit. Boat Owner is responsible for informing Harbormaster of Boat Owner's most current physical and electronic addresses and phone number.

24. **JOINT AND SEVERAL LIABILITY:** The obligations of each person executing this Agreement as Boat Owner or Boat Owner's Agent, are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this License shall be fully binding upon each of them.

25. **ATTORNEY'S FEES:** If Martin County enforces this Agreement by filing a lawsuit against Boat Owner and is the prevailing party in such lawsuit, Boat Owner agrees to pay Martin County its attorneys' fees and costs in connection with the lawsuit, including any appeals.

26. **LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, MARTIN COUNTY AND BOAT OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING ANY ADVISORY JURY.

27. **SEVERABILITY:** If any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement.

28. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties and supersedes all prior agreements. No modification or amendments to this Agreement are valid unless in writing and signed by both parties.

29. **LIEN ON BOAT:** Martin County shall have a lien against the Boat for any amount owed under this Agreement and for any damage caused or contributed to by the Boat or Boat Owner to any property of the Mooring Facility. If Martin County enforces its lien, the Boat Owner agrees to pay Martin County's attorneys' fees and costs incurred by Martin County in such enforcement.
30. **PUBLIC RECORDS:** Boat Owner acknowledges that this Agreement and all related documents are public records subject to public inspection and copying pursuant to Chapter 119, Florida Statutes except where any exemption applies.
31. **MOORING FACILITY RULES:** The Mooring Facility Rules are incorporated by reference herein and violation of any of the Rules may be deemed by Martin County, in its sole discretion, as a breach of this Agreement. Martin County reserves the right to amend the Mooring Facility Rules from time to time and any amendment thereto shall be incorporated herein automatically.
32. **HARBORMASTER AUTHORITY:** The Harbormaster shall enforce the provisions of the Sovereign Submerged Lands Lease and all permits granted for the Managed Mooring Field. Failure to comply with these rules and regulations shall constitute a violation of Martin County Ordinances and shall be sufficient grounds for ejection from the Facility and/or legal action.

## MOORING FACILITY RULES

1. **Harbormaster Authority** – No vessel shall occupy any Mooring Buoy without a valid reservation. The transfer of Vessels from one Mooring Buoy to another must be authorized by the Harbormaster. Manatee Pocket Mooring Field is a reservation based mooring field and a reservation is required prior to occupying a mooring buoy. Online reservations can be taken 24/7 at [www.ManateePocketMooring.com](http://www.ManateePocketMooring.com). Approaching vessels shall raise the Harbormaster by phone at 772- 320-3144 for assignment to a temporary location until a reservation of a mooring buoy is complete. Anchoring within the marked boundaries of the Mooring Facility is prohibited. For safety, security, or other management considerations the Harbormaster may move or relocate any vessel from one mooring to any other mooring at the sole discretion of the Harbormaster.
2. **Mooring of vessels** - The person registering is responsible for seeing that all members of his or her party and guests obey the facility rules. Vessels shall be moored in the designated assigned mooring buoy only, as you reserved online, and or assigned by the Harbormaster. All guests must agree to comply with the proper mooring tie-up and gear requirements as stated on the mooring field website under tie up procedures. The sole method for securing a Vessel to a mooring shall be by securing the bow of the vessel to the mooring buoy pendant. Securing the mooring to the stern of any vessel is prohibited. Additionally, the use of additional anchors to supplement the mooring provided is prohibited. Anchoring within the marked boundaries of the Mooring Facility is prohibited. Dinghies shall not impede or restrict access to fairways or channels. Rafting or mooring of more than one vessel to any buoy, without prior approval of the Harbormaster, is prohibited.
3. Reservations are to be made online whenever possible. Online booking is 24/7. If one cannot for whatever reason secure a reservation online a reservation can be made by phone before 4.00pm during business hours.
4. Payment must be made prior to arrival. The Mooring Facility expressly prohibits the use of moorings without payment.
5. Checkout time is 11:00 am, unless other arrangements are made with the Harbormaster.
6. **RESERVATION POLICIES** – This application will be given immediate consideration and every effort will be made to accommodate you. Please note, NO RESERVATION IS VALID until payment confirmation is received. A confirmed reservation will guarantee a space but does not guarantee a specific mooring buoy.

**7. CANCELLATIONS AND REFUNDS: LATE ARRIVALS AND EARLY DEPARTURES ARE NOT ELIGIBLE FOR A REFUND.**

Cancellation requests must be submitted in writing by contacting the Harbormaster via email at [MPmooring@martin.fl.us](mailto:MPmooring@martin.fl.us). All requests must be accompanied by a copy of the paid email receipt, buoy number, and name of the person that made the reservation.

The following cancellation policy will apply:

**CANCELLATION POLICY**

- a. Daily reservations: cancellation requests must be made 24 hours prior to 12:00 p.m. on the reservation's arrival date to be eligible to receive a full refund, MINUS a one-time cancellation recovery charge of \$10.00. Cancellations that do not meet the allotted time frame will not be eligible for a refund.
- b. Weekly reservations: cancellations must be made 5 days prior to 12:00 p.m. on the reservation's arrival date to be eligible to receive a full refund, MINUS a one-time cancellation recovery charge of \$10.00. Cancellations that do not meet the allotted time frame will not be eligible for a refund.
- c. Monthly reservations: cancellations must be made 15 days prior to 12:00 p.m. on the reservation's arrival date to be eligible to receive a full refund, MINUS a one-time cancellation recovery charge of \$10.00. Cancellations made within 15 days prior to 12:00 p.m. on the reservation's arrival date will be subject to a 20% cancellation fee in addition to the one-time cancellation recovery charge of \$10.00.

**In the event the Mooring Facility closes due to Tropical Storms, Hurricanes, or required maintenance, customers will receive a refund for the duration of the closure.**

8. **Operational Vessels Only** - Only vessels in compliance with the United States Coast Guard (USCG) environmental and safety standards and Chapter 327, Florida State Statutes are authorized to moor at the Mooring Facility. Only vessels in good operational condition, capable of maneuvering under their own power and with current registration or documentation are authorized to moor at the Mooring Facility. The determination of whether a vessel is in good operational condition is the sole discretion of the Harbormaster. Vessels without integral or functional power for propulsion are prohibited from mooring at the Mooring Facility. Vessel must be free of hazards that may cause danger, or expense to Mooring Facility or to others. The vessel shall be maintained in an operable condition at all times.
9. **Dinghy Use Requirements** - It is the sole responsibility of the vessel owner and occupants to provide their own conveyance to the upland facilities. Tying of dinghies by Mooring Facility tenants or other non-Facility vessel owners to the docks, piers and sea walls of Manatee Pocket is prohibited. Unattended dinghies found tied to the docks, piers and/or seawalls will be considered abandoned and will be seized and impounded for purposes of disposal. Martin County is under no obligation to own, operate, or maintain a dinghy for the exclusive use of mooring patrons.
10. **Use of Dinghy Dock** - Martin County will provide a dinghy dock to accommodate dinghies of the Mooring Facility customers at no charge on a first come, first served basis. Proof of current Mooring Facility tenancy is required for use of the dinghy dock. No dinghy shall be left at the dinghy dock for more than twenty-four (24) continuous hours without prior authorization from the Harbormaster. Docks are to be kept clear at all times. Repairs to and maintenance of gear and equipment including motorized vehicles shall not be permitted on the docks.
11. **Safe Operation of Vessels** -Reckless operation of any vessel, including a recreational vessel, small craft, or dinghy that, in the sole judgment of the Harbormaster, is an endangerment to life, property or other vessels, shall be grounds for immediate ejection from the Mooring Facility.
12. **VESSEL OWNER SHALL NOT DISCHARGE OIL, OILY WATER OR RAW OR UNTREATED SEWAGE INTO THE WATER.** Such acts are punishable by fines of up to \$15,000 per day. Discharge of human and/or

pet waste overboard within the Mooring Facility is prohibited. Vessels requiring pumpout service are required to contact M.S. POOP on the Monday before the allocated service day of Tuesday to be put on the list. If service is needed before the allocated day, Pumpout stations are also available at Nettles Island Marina, located approximately 2.3 miles northeast of the Facility and Hutchinson Island Marriot & Marina located approximately 3.8 miles southeast of the Facility. All vessels and floating structures must be operated in compliance with §327.53, Fla. Stat.

- 13. Sewage Pumpout Services** - Regularly scheduled visits, on Tuesday's, will be made by the M.S. POOP vessel, which will provide sewage pump out service to vessels within the Mooring Facility. Call Monday's (772) 260-8326 to make a reservation. All vessels with Liveaboard occupants will be required to have their holding tanks pumped out no less than once a week without fail and shall provide documentation to the Harbormaster upon request. Violation of this provision shall constitute grounds for immediate ejection from the Mooring Facility. Pump out logs shall be maintained by the vessel owner and made available to the Harbormaster for inspection upon reasonable notice. The Harbormaster, at his/her discretion, may require the placement of trace dye tablets into the holding-tank of any vessel moored within the Facility to verify that it meets the zero discharge standards of the Clean Vessel Act.
- 14. Fueling Prohibited**- The fueling of vessels within the Facility is prohibited. Fueling stations are available at nearby Sundance Marine (gasoline only) located just south of the Mooring Facility, Four Fish Marina (gasoline and diesel), Nettles Island Marina (gasoline and diesel) and Hutchinson Island Marriot & Marina (gasoline and diesel).
- 15.** Non-tenants are prohibited from mooring within the Mooring Facility without prior approval from the Harbormaster, except in cases of emergency.
- 16.** Financial arrangements should be settled at time of reservation. All accounts must be settled before departure.
- 17.** Noise should always be kept to a minimum. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance. Excessive noise that disrupts the quiet enjoyment of the Mooring Facility by others. Amplified music is prohibited before 7:00 AM and after 9:00 PM Sunday through Thursday and after 11pm on Friday and Saturday. Permit holder must abide by Chapter 67, Article 10, and Section 305 of the Martin County Code of Ordinances (municode.com).
- 18. Storage of Materials or Equipment**- Personal equipment, property or stowage facilities may not be kept or used, on walkways, common areas or parking lot, except by permission of the Harbormaster.
- 19. Trash**- Refuse and garbage is not to be thrown overboard but is to be placed in the containers provided. Trash and garbage should be placed in designated containers and deposited at designated dump stations. If refuse items are too large, contact the office for proper disposal. Dumping trash or garbage in restrooms or shower buildings are not allowed. Permittees shall encourage recycling of materials used and make sure recycling bins are not used for garbage. Oil, spirits, inflammables, and oily bilges may not be discharged into water or onto land. Plastic bags foul propellers and clog water intakes.
- 20.** Business or professional services may not be conducted aboard vessels. Mooring Facility addresses and phone number shall not be used for business or personal purposes. Commercial activities and vessels engaged in commercial activities are prohibited in the Mooring Facility. However, this does not prohibit commercial vessels from using the Mooring Facility or its amenities. No advertising or soliciting shall be authorized on any vessels within the Mooring Facility, except for "for sale by owner" signs not to exceed 2 square feet in size. Each vessel shall be limited to a maximum of two (2) such signs. Use of moorings for brokerage purposes is strictly prohibited.
- 21. Prohibited Activities (including but not limited to)** -
  - Major repairs and/or refitting of vessels or associated equipment.
  - Swimming or diving within the Mooring Field unless performing vessel maintenance or minor repairs as approved by the Harbormaster



- Laundering and drying of laundry on docks, deck or vessels' rigging.
  - Disorderly, rowdy, or boisterous conduct.
  - Cleaning or washing vessels with detergents containing phosphates, chlorine, or petroleum distillates.
  - Fireworks.
  - Washing dishes or laundry in the restroom sinks and washing dishes in the laundry sink.
- 22. Use of Parking Lot** - The mooring fields do not have designated private parking. All parking available for mooring guest is Public Parking and available on a first come first serve basis. All vehicles must be operable and properly licensed. All vehicles must be removed within twenty-four (24) hours after the vessel is vacated from the Facility. Vehicles parked in violation of parking regulations will be towed at the risk and expense of vessel Owner. Parking of commercial vehicles and equipment is not allowed. All vehicles and trailers must be able to provide proof of registration upon request.
- 23. Pets**- Pet owners must be able to show proof of vaccinations and licenses upon request. Dog waste must be picked up by owners, consistent with Section 9.92.B., General Ordinances, Martin County Code. Section 9.90, General Ordinances, Martin County Code regarding animal restraints is strictly enforced.
- 24. Minors**- Persons under the age of 18 must be accompanied by a person 18 years old or over for the length of the dockage period.
- 25.** Boat Ramps are for launching and retrieving watercraft only.
- 26. Liveaboard Vessels**- The Mooring Facility will accommodate Liveaboard vessels. A Liveaboard is defined in the Manatee Pocket Mooring Facility Sovereign Submerged Land Lease as a Vessel moored at the facility and inhabited by a person or persons for any five consecutive days or a total of ten days within a 30-day period. Liveaboard status at the facility will not exceed six months within a 12-month period, nor shall any such Vessel constitute a legal primary residence."
- 27. Unauthorized Departure of Vessels** -It is unlawful for a vessel owner to remove their vessel from the Facility without authorization from the Harbormaster when the vessel has a delinquent dockage fee. The Harbormaster has the authority to impound the vessel to prevent its removal until the delinquent dockage and other fees are satisfactorily addressed.
- 28.** No Wake Please. Vessel Owners are responsible for damage caused by the vessel's wake.
- 29.** Fish will be processed and cleaned in designated areas and abide by all disposal laws.
- 30.** Inform the Harbormaster if you plan to be away from your vessel overnight.