



SARASOTA BAY MOORING FIELD

MANAGED AND OPERATED BY MARINA JACK

Marina Jack requires the following documentation for all mooring field tenants. Furthermore, Marina Jack may require proof that the vessel meets certain safety and sanitation regulations prior to registration and may refuse to register any vessel that does not provide such proof.

1. Completed **Mooring User Information Form**
2. Copy of Current **Vessel Registration**
3. Copy of Current **Comprehensive Liability Insurance Policy**
 - a. **Must have proof of salvage and wreck removal coverage**
 - b. **Must list the City of Sarasota and Sarasota Moorings, LLC. as additionally insured**
 - i. Vessels 40' and under: *\$300,000 minimum*
 - ii. Vessels 41' to 59': *\$500,000 minimum*
 - iii. Vessels 60' and over: *\$1,000,000 minimum*
4. Copy of **Licensee's Driver's License**
5. Completed **Auto Payment Form – Checking or Savings Acct.**
6. **One Month Security Deposit**

If you fail you provide a renewed insurance policy upon expiration, Marina Jack will be forced to act upon the violation of the terms and conditions of your lease agreement with the City of Sarasota.

Kathryn Ross

General Manager – Marina Operations

kross@suntex.com

Marina Jack

ABOUT THE MOORING FIELD

The Sarasota Bay Mooring Field is one of five pilot programs initiated by the Florida Fish and Wildlife Conservation Commission.

The City of Sarasota targeted the goals of this anchoring and pilot program as follows:

1. Promote the establishment and use of public mooring fields

Sarasota created the Bayfront mooring field to qualify for the anchoring and mooring pilot program. Sarasota's provision to allow a vessel to only anchor for 90 days in the same location, after which the vessel is required to be moved to a properly permitted mooring field or to a location outside of the city's jurisdiction also encourages vessels to use the mooring fields.

2. Develop and test policies and regulatory regimes that:

- a. Promote public access to the waters of this state
- b. Enhance navigational safety
- c. Protect maritime infrastructure
- d. Protect the marine environment

3. Deter improperly stored, abandoned, or derelict vessels

The City of Sarasota uses a time restriction applicable to all vessels within their jurisdiction to encourage the maintenance of a vessel's ability to navigate. The ordinance allows a vessel to anchor for 90 days in the same location. If during the 90 days the vessel is navigated to another site or location for at least 72 hours, it can return to its original anchoring location. This provision requires that anchored vessels (particularly those stored on local waters) get underway at least once every three months or move to a mooring field.

The City of Sarasota has a setback distance of 150 feet from any waterfront property or properly permitted mooring field.

AMENITIES

- Daily Field Monitoring
- Secured Dinghy Dockage (48 hours active use only)
- Fuel Dock and Ship's Store
- Dockside Trash Collection
- Complimentary Pump-Out Service via Pump-Out Boat during Operational Hours
- Complimentary Self-Serve Pump-Out on Fuel Dock
- Access to Upland Shower, Restroom, and Coin-Operated Laundry Facilities
- On-Shore Potable Water
- Complimentary Wi-Fi

Our Bayfront Mooring Field Pump-Out Boat operates daily at approximately 10:00am to pump-out black-water tanks. Pump-out vessel monitors VHF channel 16 while underway. Please contact the Dockmaster's Office to schedule a pump-out.

DINGHY DOCKAGE USE

All Mooring Field tenants must register their dinghies with Marina Jack. Dinghies will receive a tag that is registered to your mooring ball, with helpful information such as description and FL numbers.

As a courtesy to other Mooring Field tenants, please comply with the following rules and regulations:

1. Active Use Only
2. Maximum Stay 48 Hours
3. Dinghy tags must be current
4. Dinghy tags must be visibly displayed

5. Engines must always be in the down position
6. Painter line must extend from the bow only and be less than 4 feet long
7. Customers in good standing only
8. Stored dinghies will be removed at the customer's expense
9. Dinghies taking on water will be removed at customer's expense

Failure to uphold any of these items may result in termination of tenancy effective immediately.

Florida Statutes 327.4107

Vessels at risk of becoming derelict on waters of this state.—

1. To prevent vessels in neglected or deteriorating condition from reaching a likely and foreseeable state of disrepair, a vessel that is at risk of becoming derelict pursuant to subsection (2) may not anchor on, moor on, or occupy the waters of this state.
2. An officer of the commission or of a law enforcement agency specified in s. 327.70 may determine that a vessel is at risk of becoming derelict if any of the following conditions exist:
 - a. The vessel is taking on or has taken on water without an effective means to dewater.
 - b. Spaces on the vessel that are designed to be enclosed are incapable of being sealed off or remain open to the elements for extended periods of time.
 - c. The vessel has broken loose or is in danger of breaking loose from its anchor.
 - d. The vessel is left or stored aground unattended in such a state that would prevent the vessel from getting underway, is listing due to water intrusion, or is sunk or partially sunk.
 - e. The vessel does not have an effective means of propulsion for safe navigation within 72 hours after the vessel owner or operator receives telephonic or written notice, which may be provided by facsimile, electronic mail, or other electronic means, stating such from an officer, and the vessel owner or operator is unable to provide a receipt, proof of purchase, or other documentation of having ordered necessary parts for vessel repair. The commission may adopt rules to implement this paragraph.
3. A person who anchors or moors a vessel at risk of becoming derelict on the waters of this state or allows such a vessel to occupy such waters commits a noncriminal infraction, punishable as provided in s. 327.73.
4. The penalty under this section is in addition to other penalties provided by law.
5. This section does not apply to a vessel that is moored to a private dock or wet slip with the consent of the owner for the purpose of receiving repairs.

show an intentional and substantial disregard of the interests of the vessel owner.

2. It is unlawful for a person, firm, or corporation to store, leave, or abandon any derelict vessel in this state.
3. The commission, officers of the commission, and any law enforcement agency or officer specified in s. 327.70 are authorized and empowered to relocate, remove, or cause to be relocated or removed a derelict vessel from public waters if the derelict vessel obstructs or threatens to obstruct navigation or in any way constitutes a danger to the environment, property, or persons. The commission, officers of the commission, or any other law enforcement agency or officer acting under this subsection to relocate, remove, or cause to be relocated or removed a derelict vessel from public waters shall be held harmless for all damages to the derelict vessel resulting from such relocation or removal unless the damage results from gross negligence or willful misconduct.
 - a. Removal of derelict vessels under this subsection may be funded by grants provided in ss. 206.606 and 376.15. The commission shall implement a plan for the procurement of any available federal disaster funds and use such funds for the removal of derelict vessels.
 - b. All costs, including costs owed to a third party, incurred by the commission or other law enforcement agency in the relocation or removal of a derelict vessel are recoverable against the vessel owner. The Department of Legal Affairs shall represent the commission in actions to recover such costs. As provided in s. 705.103(4), a person who neglects or refuses to pay such costs may not be issued a certificate of registration for such vessel or for any other vessel or motor vehicle until such costs have been paid.
 - c. A contractor performing relocation or removal activities at the direction of the commission, officers of the commission, or a law enforcement agency or officer pursuant to this section must be licensed in accordance with applicable United States Coast Guard regulations where required; obtain and carry in full force and effect a policy from a licensed insurance carrier in this state to insure against any accident, loss, injury, property damage, or other casualty caused by or resulting from the contractor's actions; and be properly equipped to perform the services to be provided.

Florida Statutes 823.11

Derelict vessels; relocation or removal; penalty.—

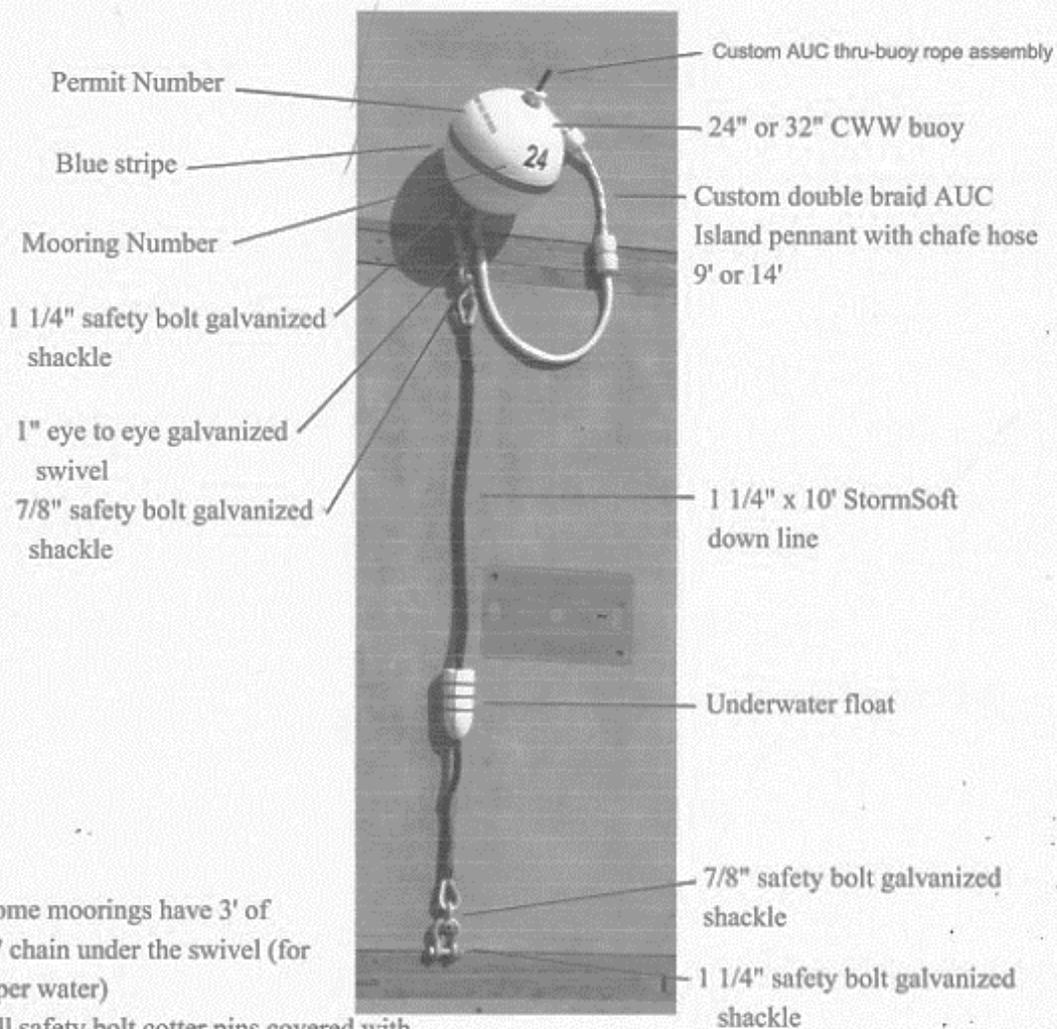
1. As used in this section, the term:
 - a. "Commission" means the Fish and Wildlife Conservation Commission.
 - b. "Derelict vessel" means a vessel, as defined in s. 327.02, that is left, stored, or abandoned:
 - i. In a wrecked, junked, or substantially dismantled condition upon any public waters of this state.
 - ii. At a port in this state without the consent of the agency having jurisdiction thereof.
 - iii. Docked, grounded, or beached upon the property of another without the consent of the owner of the property.
 - c. "Gross negligence" means conduct so reckless or wanting in care that it constitutes a conscious disregard or indifference to the safety of the property exposed to such conduct.
 - d. "Willful misconduct" means conduct evidencing carelessness or negligence of such a degree or recurrence as to manifest culpability, wrongful intent, or evil design or to

4. When a derelict vessel is docked, grounded, or beached upon private property without the consent of the owner of the property, the owner of the property may remove the vessel at the vessel owner's expense 60 days after compliance with the notice requirements specified in s. 328.17(5). The private property owner may not hinder reasonable efforts by the vessel owner or the vessel owner's agent to remove the vessel. Notice given pursuant to this subsection is presumed to be delivered when it is deposited with the United States Postal Service, certified, and properly addressed with prepaid postage.
5. A person, firm, or corporation violating this section commits a misdemeanor of the first degree and shall be punished as provided by law. A conviction under this section does not bar the assessment and collection of the civil penalty provided in s. 376.16 for violation of s. 376.15. The court having jurisdiction over the criminal offense, notwithstanding any jurisdictional limitations on the amount in controversy, may order the imposition of such civil penalty in addition to any sentence imposed for the first criminal offense.

SARASOTA

STORMSOFT MOORING SYSTEM

2012



* Some moorings have 3' of 3/4" chain under the swivel (for deeper water)

* All safety bolt cotter pins covered with rubber tape and wire ties

SARASOTA BAY MOORING FIELD LICENSING AGREEMENT

1. **DURATION OF AGREEMENT** - The term of this Agreement shall be for thirty (30) days beginning with the date written in this Agreement. Upon termination of each thirty (30) day term, this Agreement shall automatically renew for an additional 30-day term unless otherwise earlier terminated in accordance with this Agreement. This Agreement may be terminated by either party, with or without use, upon 15 days prior written notice. Notice of intent to terminate this Agreement shall be delivered to the Company offices located at Marina Jack Dockmaster's Office, 2 Marina Plaza, Sarasota, FL 34236.
2. **PAYMENT OF LICENSEE FEE** - The Licensee shall pay a daily or monthly fee during the term of this Agreement as set forth in the attached rate schedule as consideration for a License to use the assigned mooring space and amenities. If the License fee is less than one month the fee shall be paid in full upon execution of this Agreement. If the License is for a term of one month or more, the first month's fee shall be paid in full upon execution of this Agreement with each additional payment being due and paid monthly on the 1st day of each calendar month. The Licensee shall be charged a late fee for any License fee payments made between the 2nd and the 15th day of any month. Nonpayment of the License fee after the 15th day of the month is a breach of this Agreement and grounds for termination and ejection from the Mooring Field.
3. **NON-EXCLUSIVE LICENSE TO USE** - The Licensee is granted non-exclusive License to use the assigned mooring space and amenities for the mooring of the Licensee's vessel subject to this Agreement, and all state or federal laws, local ordinances, management plans, permits, leases, rules, or regulations of any type governing the use of vessels on Florida waters and the use or occupancy of the Mooring Field. The right to use the Mooring Field is only a License and is not a lease of property or a bailment. This Agreement does not create a tenancy under Chapter 83, Florida Statutes.
4. **NO ASSIGNMENTS OR SUB-LICENSES** - The assignment, sub-License, or transfer of this Agreement is strictly prohibited.
5. **ASSIGNMENT OF MOORING SPACE** - The Harbormaster shall assign mooring spaces on a first-come, first-serve basis. The Harbormaster has discretion to re-assign vessels for reasons, including but not limited to, the following: to maximize occupancy; to maintain or repair mooring fixtures; to relocate vessels when repairs are required; and to relocate vessels in times of weather-related or other emergencies.
6. **SEWAGE PUMP-OUT** - Vessels occupying the Mooring Field shall utilize an upland sewage pump-out facility provided by the Harbormaster and/or an authorized pump-out vessel. *VESSELS THAT OCCUPY THE MOORING FIELD MUST SIGN UP TO HAVE THEIR SEWAGE HOLDING TANKS EMPTIED UPON ENTERING AND WHEN LEAVING THE MOORING FIELD.*
7. **LIVEBOARDS** - The establishment of permanent residences or living aboard a vessel in the Mooring Field in excess of 6 months is prohibited.
8. **RIGHT TO PLACE LIEN** - The Licensee agrees that the Harbormaster has a lien against the described vessel, its appurtenances and contents, for any unpaid sums due to the Harbormaster under the terms of this Agreement, or for any damages, injuries, fines, environmental restoration, and fuel spill clean-up expenses incurred or contributed by a vessel owned by the Licensee. *THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED IN FLA. STATE 328.17 FOR THE NON-JUDICIAL SALE OF A VESSEL FOR NON-PAYMENT OF DOCKAGE ARE SPECIFICALLY INCORPORATED INTO THIS AGREEMENT AS AN ADDITIONAL REMEDY AVAILABLE TO THE HARBORMASTER. LICENSEE HEREBY WAIVES ANY RIGHT OR RIGHTS TO A TRIAL BY JURY IN ANY ACTION GROUNDED ON THIS AGREEMENT.*
9. **PAYMENT FOR DAMAGE OR EMERGENCY REPAIRS** - The Licensee shall pay for repair costs for any damage he or she causes and for emergency repair costs that are reasonably deemed necessary by the Harbormaster in the Licensee's absence.
10. **TERMINATION OF LICENSE AGREEMENT** - The Harbormaster may terminate the License Agreement and eject the vessel if the Licensee materially breaches this License Agreement. Upon observation of material non-compliance with this Agreement, the Harbormaster shall serve a written notice to the Licensee informing them of the infraction and requiring Licensee to cure the breach within a specified, reasonable time. A second infraction, or an infraction that continues beyond the cure date, shall result in the immediate termination of this License Agreement. Licensee shall be given 24 hours from the date of the second notice to remove the vessel from the Mooring Field.
11. **NOTICE OF TERMINATION** - In the event Licensee fails to vacate the mooring within 3 days of receipt of Notice of Termination, Licensee hereby grants Harbormaster permission to take possession of the mooring space and to board vessel and remove it from its mooring space, by its own power or by towing the vessel, to a location of the Harbormaster's choosing. In such event, Licensee shall be responsible for all costs incurred by the Harbormaster for removal and storage of the vessel and hereby waives any claim Licensee may or might have for damages of any kind resulting from this removal.
12. **WRONGFUL DISCHARGE OF LICENSEE** - This License Agreement terminated immediately if the Licensee discharges any trash, sewage, or other form of pollutant or hazardous material from the Licensee's vessel into the waters of the Mooring Field. In such event, the 15-day prior written notice requirement does not apply.
13. **ABANDONED OR DERELICT VESSELS** - The City may remove and dispose of abandoned or derelict vessels pursuant to Chapter 705, Florida Statutes, as may be amended. The owner of the vessel shall be responsible for the payment of all costs incident to the vessel's removal and disposal.
14. **DAMAGE CAUSED BY LICENSEE OR LICENSEE'S VESSEL** - The Licensee is solely responsible for damage or injury to any person or property, including other vessels and the Mooring Field itself, arising from the use of the Mooring Field and caused by an action or omission of the Licensee or by the Licensee's vessel.
15. **INDEMNIFICATION OF MOORING FIELD AND THE CITY OF SARASOTA** - The Licensee agrees to hold the Harbormaster and the City of Sarasota harmless and to indemnify the Harbormaster and the city from any claim, loss, damage, or liability imposed by reason of any acts of omissions on the part of the Licensee, his agents, employees, or guests in the use of the facilities. The indemnification provided herein shall include, but not be limited to, all costs, expenses, and reasonable attorney's fees incurred by the Harbormaster and the city in any action based on the foregoing, including but not limited to, any action brought by the Licensee, his family, invitee, guests, heirs, assigns, or subrogee. It is agreed that the Harbormaster and the City shall not be held liable for any consequences in their attempt to protect life and property in the event of a tropical storm or hurricane, including a hurricane warning or watch.
16. **USE OF MOORING SPACE AT LICENSEE'S RISK** - This License Agreement is for mooring space only. Such space is to be used at the sole risk of the licensee. The Harbormaster shall not be liable for the care, protection, or security of the vessel, its appurtenances or contents, or for any loss or damage of any kind or nature of the vessels, its appurtenances or contents due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, or other casualties. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear, or electrical and water services, and the Harbormaster shall not be responsible for any injuries to persons or property occurring upon the Mooring Field for any reason.
17. **INSURANCE PROVIDED BY LICENSEE** - The Licensee shall possess and maintain for the term of this Agreement, a policy of liability insurance with a minimum coverage of: VESSELS 40' IN LENGTH OR LESS = \$300,000 MIN.; VESSELS 41' - 59' IN LENGTH = \$500,000 MIN.; VESSELS 60' IN LENGTH OR GREATER = \$1,000,000 MIN.
18. **EFFECTIVE DATE AND ATTORNEY'S FEES** - This Agreement shall not be effective until the attached information form has been signed by both parties. The effective date shall mean and refer to the date of execution of this Agreement by the Harbormaster. The Licensee shall be responsible for and shall pay for any and all reasonable attorney's fees, together with any costs and/or other charges incurred by the Harbormaster or City in the enforcement of any provision of this Agreement. This Agreement shall be controlled by Florida law; venue shall be in Sarasota County; the invalidity of one or more paragraphs in this Agreement shall not affect the validity of the other paragraphs; and, oral modifications hereof are prohibited.

AUTOMATIC ACCOUNT TRANSFER AUTHORIZATION



Please type or print legibly. If you are using a checking account for Automatic Debit, you must send a voided check from that account. If you are using a savings account, you must enclose a savings deposit ticket, which includes your account number.

Last Name: _____ First Name: _____

Phone Number: _____ Email Address: _____

I authorize **Jack Graham, LLC. dba Marina Jack Dockmaster** ("COMPANY") and its successors and assigns to initiate electronic debit entries to my checking to savings account indicated below and I authorize the financial institution ("BANK") named below to debit these entries from my account. This authority shall remain in effect until Company and Bank have received notification from me of its termination in such time and in such manner as to afford as to afford Company and BANK a reasonable opportunity to act on it, or until my account has been paid in full, or until Company or BANK has sent me ten (10) days written notice of Company's or BANK's termination. If I choose to terminate this authorization to debit my account, I will notify BANK in accordance with my agreement with BANK. **Draft will occur on the 5th of every month.**

I understand and agree that Company is not liable for erroneous bill statements or incorrect charges to my checking or savings account. Should an error in the bill statement occur that Company has not adjusted, Company will be responsible for rectifying it if Company receives notice from me of this error within 30 days of statement receipt. I understand that if my account is to become 60 days past due, Company will suspend services until paid in full. Company will keep all information entered on this form strictly confidential.

ACCOUNT INFORMATION

BANK ACCOUNT TYPE: CHECKING SAVINGS

MARINA ACCOUNT NAME, SLIP OR RACK NUMBER: _____

BANK ACCOUNT HOLDER NAME: _____

BANK NAME: _____

ROUTING #: _____ ACCOUNT #: _____

**MUST ATTACH A VOIDED CHECK OR SAVINGS DEPOSIT TICKET TO THIS FORM TO
CONFIRM ACCOUNT TRANSFER**

Your completion of this authorization form helps us to protect you, our valued client, from fraud. Company will keep all information entered on this form strictly confidential.

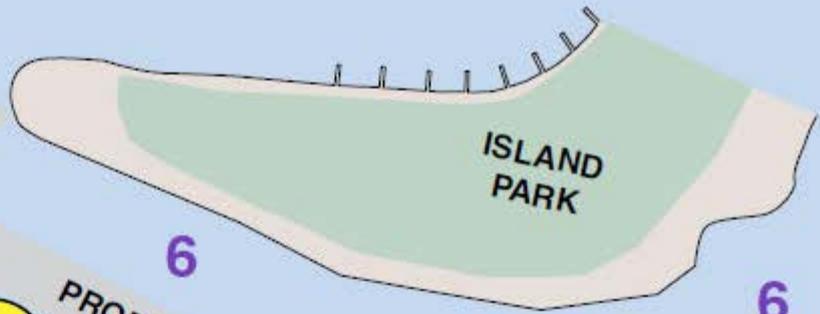
As the credit card holder, I hereby authorize the above stated transactions.

Cardholder's Signature

Date



SARASOTA BAY MOORING FIELD



MARINA ENTRANCE CHANNEL

PROPOSED FAIRWAY

PROPOSED FAIRWAY

PROPOSED FAIRWAY

PROPOSED FAIRWAY

- Depth in Feet
- Large = 50' LOA and over
- Medium = 30' to 49' LOA
- Small = 29' LOA and under

