

**Tavares Seaplane Base & Marina**  
**Facility Leasing Policy**



## Section I General Policy

In order to promote and develop a fair and reasonable operating environment for all persons, or organizations that wish to enter into an agreement with the City of Tavares (hereinafter referred to as City) to conduct a commercial or non-commercial operation on or within any of the seaplane base and marina facilities, the following Policy is hereby adopted.

The word “tenant” is not limited to true tenants, but also includes any individual, person, or entity that has been granted any right, license, or privilege to occupy or use any property or conduct any activity irrespective of the form of agreement, permit, and/or license that grants any such right, license or privilege.

### Agreement Classifications

Standard agreements (Noncommercial): These agreements are typically between the City of Tavares (marina or seaplane base), a private owner or individual, and maybe license to use and grant access to; on the water mooring of a vessel in a wet slip, or the tie-down/mooring of an aircraft. Standard agreements are month-to-month, weekly, or nightly basis.

Commercial agreements: Any party that wishes to enter an agreement authorizing use of or having a presence on facility grounds with the intention of offering goods or services for capital gain, or fee, shall be considered commercial. As such, before a commercial agreement may be entered or considered, interested parties must satisfy standards and requirements set forth in *Minimum Standards for Commercial Activities and Service Providers at the Tavares Seaplane Base & Marina*.

The City may establish fees or rates commensurate to amenities and/or services provided along with intended use.

The City intends to initially offer 25% of the total capacity of the boat slip marina to commercial tenants. (Approximately 20 total slips). This percentage may vary based on market conditions.

Sublease agreements: No provision for sublease agreements shall be authorized without the express, written approval of The City.

Waitlist: The City may establish a waitlist in accordance with the City’s waitlist procedure.

### Rates and Charges

Each tenant licensee or occupant user of the facility shall pay the applicable and appropriate rate or fee for such tenancy or use at the time of the agreement, as determined by the City. An annual Consumer Price Index (CPI) increase may be imposed every year on all facility lease or use agreements. In addition to annual CPI increases, leases may reflect a rate adjustment every

12 months. The City may change the fees or change the other provisions of the Agreement by written notice to tenant given at least 30 days before the beginning of any month in which a change is effective.

### Commercial Tenants

Commercial tenants are entrusted with the duty and obligation of providing the public with the highest level of services and facilities, and it is therefore, necessary that the tenant's activities and/or operations be subject to continuing assessment by The City and that the tenant always operate appropriately so as to maintain the infrastructure, foster a safe environment, and demonstrate appropriate behaviors with the public and City staff. For these reasons the following shall be always be required of tenants:

The City shall exercise sole discretion over the assignment or any method of changing or delivering to others any of the functions to be performed by the tenant, and any such assignment shall have prior written approval by The City.

The tenant shall not have any right to sell, sublease, assign or transfer a lease without written approval of The City. The City may require a corporation's officers to sign, as individuals, leases and operating agreements.

The Minimum Standards adopted by The City will automatically be incorporated into each lease. This is to ensure a quality level of service and to remain consistent with The City's goals.

The addition of equipment and fixtures included, but not limited to dock boxes, shall require written approval.

### Liveaboard

Liveaboard is strictly prohibited at the Tavares Seaplane Base & Marina. Live-aboard is defined as any vessel used as a residence.

### Provision for Special Events

In support of special events, The City shall require all tenants to remove boats and aircraft annually for the Antique & Classic Boat Show, as determined by The City of Tavares for a period of no more than 10 days at no cost to The City. Monthly slip rates shall reflect the affected period.



## Tavares Seaplane Base & Marina – Boat Slip Waitlist Procedure

### Introduction

The purpose of this document is to establish a simple and equitable procedure allowing for a smooth and quick transition into an operational phase of new marina facilities. This document will also set procedures and policy for establishing a waitlist during the operational phase of the marina if capacity is at any point reached. All parties to be aware - this document is/may become a part of a larger overall standard operating procedure, and as such is subject to change from time to time in order to achieve effective operations by adapting as facility needs change.

*\*Persons on the waitlist are not permitted to transfer or sell their position on the waitlist. This also applies to previous tenants being offered priority to return.*

### Previous Tenants

Previous slip holders who were not in default at any time will be given priority to enter a new and updated lease/slip agreement.

These slip holders will be given priority to determine their intent to occupy the new facility.

1. Utilizing records on file, city staff will make 3 attempts within business days (Monday-Friday) to establish telephone initial contact with previous slip holders utilizing records on file. If multiple contact methods are on file, staff will attempt to make contact via one or more than one method as resources permit (i.e. telephone or email).
2. Upon establishing this initial contact with the previous slip holder, staff will communicate that the previous slip holder will have 7 days from the date of initial contact to determine intent and secure their slip in the new facility.
  - The definition of a reserved/secured slip for the purpose of this document is a signed Slip Agreement and first month's fees and/or a deposit.
3. If city staff is unable to contact a previous slip holder via methods listed above (1.) or, the individual(s) do not intend to occupy the new facility, marina staff will remove their name from the waitlist.
4. While the City will use its best efforts to give priority to previous slip holders/tenants, nothing herein shall be construed as a warranty or guarantee to previous slip holders/tenants of the availability of renewal or updated lease/slip agreement.

## Prospective Tenants

Conditions exist for an interested party to be placed on a waitlist if the operational occupancy of the marina reaches 100% of available slips. It is the interested party's responsibility to periodically check their position on the waitlist. This waitlist shall have a maximum capacity of 60 prospective tenants.

1. A copy of the current waitlist (if applicable) will be available & posted in the Prop Shop located at 150 E Ruby Street, Tavares FL 32778.
2. A prospective tenant's position on the waitlist shall be determined based on the date and time the city receives a waitlist reservation form.
3. When an interested party reaches the #1 position of the waitlist and a suitable slip has, or will become available.
  - a. City staff will make 3 attempts during business days to establish contact via telephone and email if provided.
  - b. If contact is not made within 3 attempts the next person on the waitlist will be notified and the interested party will be moved to the next available position.
  - c. If City staff has attempted contact (per above) on 2 separate slip availabilities (6 total contact attempts) – the interested party will be removed from the waitlist.
4. Removal from waitlist
  - A prospective tenant may be removed from the waitlist by completing the removal request portion of the waitlist reservation form.
5. Update of the waitlist
  - At the beginning of every calendar year, the City may update the waitlist via reasonable contact methods. Failure of the prospective tenant to confirm their desire to remain on the waitlist may result in their removal from the waitlist.

It is the sole responsibility of the prospective tenant to keep the City informed of his/her most current contact information.

**Tavares Seaplane Base & Marina - Waitlist Reservation Form**

|   |
|---|
| Name:                                       |
| Date & Time:                                |
| Residential Address:                        |
| Local Phone:                                |
| Other Address & email:                      |
| Other Phone:                                |
| Type:                                       |
| Vessel Identification (FL # or equivalent): |
| Vessel Classification (minimum slip size):  |
| Length Overall:                             |
| Signature:                                  |
| Beam (width):                               |
| Propulsion:                                 |
| Other notable:                              |
| <b><u>FOR MARINA STAFF USE ONLY</u></b>     |
| Date received:                              |
| 2017 (Y/N)                                  |
| Waiting list position #:                    |
| Classification (slip size):                 |
| Notes:                                      |
| <b>Removal from waitlist request</b>        |
| Staff Signature:                            |
| Prospective tenant signature & date:        |

Tavares Seaplane Base & Marina  
Rate Schedule

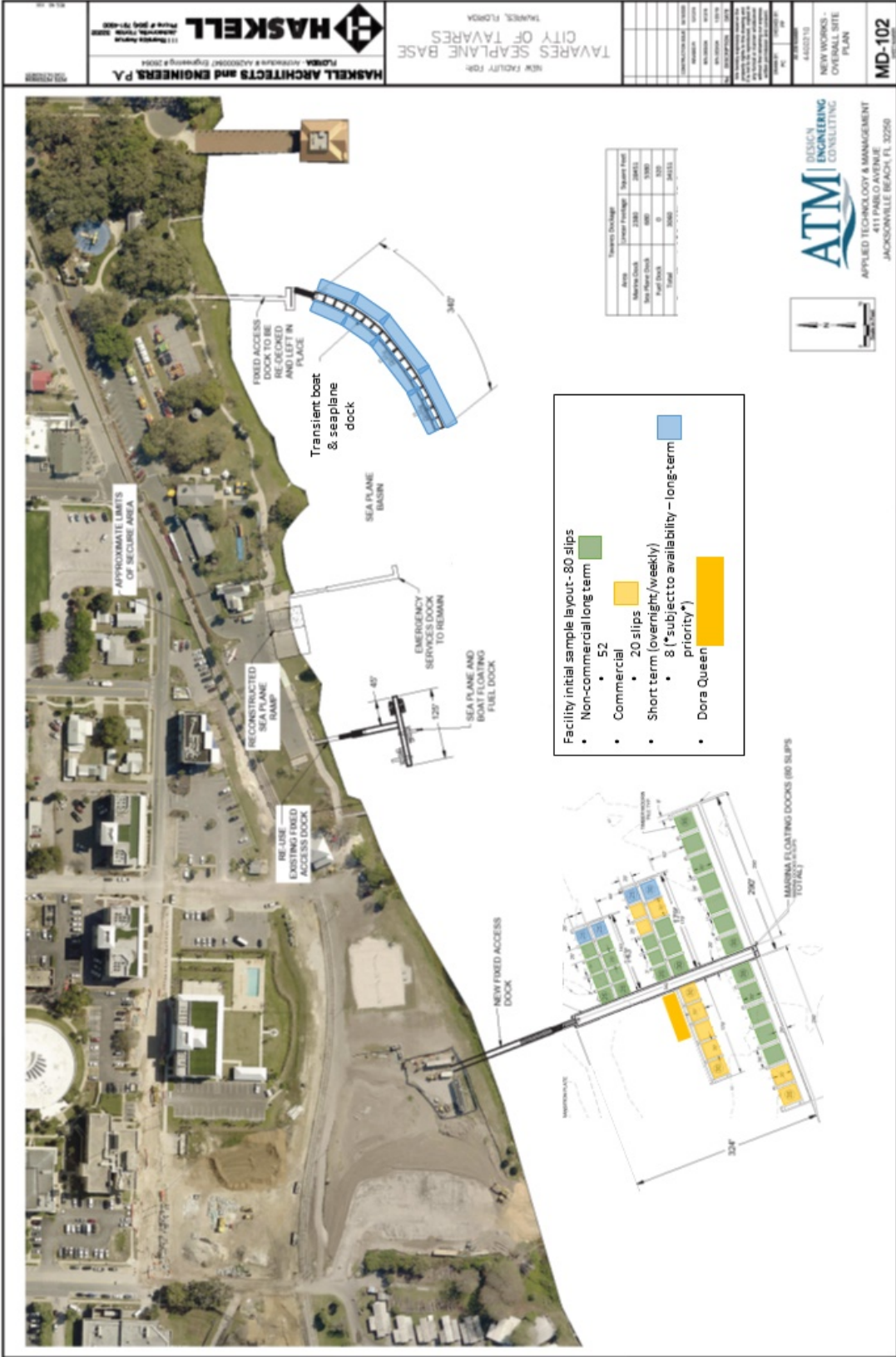
- **Wet slips monthly (12-month rate – Verified City of Tavares Resident)**
  - 25' slip: \$180/mo.
  - 30' slip: \$215/mo.
  - 35' slip: \$260/mo.
- **Wet slips monthly (12-month rate – non-resident)**
  - 25' slip: \$198/mo.
  - 30' slip: \$236.50/mo.
  - 35' slip: \$286/mo.
- **Wet slips weekly (7-day)**
  - All slips: \$125/wk.
- **Wet slip overnight**
  - All slips: \$30/night
- **Pump out**
  - \$15
- **Commercial lease rates**
  - To be developed on a case by case basis as provided by the city leasing policy.
- **Aircraft tie-down (single overnight may be waived with minimum \$25 fuel purchase)**
  - Single-engine:
    - Overnight: \$10
    - Weekly: \$100
  - Multi-engine:
    - Overnight: \$12
    - Weekly: \$120
  - Light sport:
    - Overnight: \$8
    - Weekly: \$80

State sales tax applies to all dockage fees

Vessel Storage Lease Agreement must be signed by the vessel's registered owner

Liveboards are not permitted

\*will be reviewed and updated annually





- Updated facility initial sample layout - 80 slips**
- Non-commercial long term ■
  - Commercial ■
  - Short term (overnight/weekly) ■
  - 8 (\*subject to availability – long-term priority\*) ■
  - Dora Queen ■

- Previous facility**
- 85 slips (not all of which were usable)
  - 39 discrete non-commercial slip holders
  - Occupying 55 slips
  - Commercial
  - 7 slips
  - 7 empty or unusable in part due to water level or small size



# CITY OF TAVARES BOAT SLIP AGREEMENT

NAME: \_\_\_\_\_ PHONE(1): \_\_\_\_\_ PHONE(2): \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

DRIVERS LICENSE #: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

OTHER AUTHORIZED USERS: \_\_\_\_\_

EMERGENCY CARETAKER: \_\_\_\_\_ PHONE: \_\_\_\_\_

BOAT INSURANCE: \_\_\_\_\_ POLICY #: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

VESSEL NAME: \_\_\_\_\_ MANUFACTURER: \_\_\_\_\_ LOA: \_\_\_\_\_

FL DOC #: \_\_\_\_\_ BEAM: \_\_\_\_\_ DRAFT: \_\_\_\_\_ SAIL:  POWER:  GAS:  DIESEL:

COMMENCEMENT DATE: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_ SLIP #: \_\_\_\_\_

DOCKAGE TERM:  DAILY  MONTHLY  SEASONAL  ANNUAL

DOCKAGE FEE: DEPOSIT: \$ \_\_\_\_\_ SALES TAX: \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_

## LICENSE AGREEMENT

- LICENSE:** City of Tavares (City) hereby grants a license to Owner (Tenant) and boat for the use of the wet slip described above (the "Slip") located at the Tavares Marina and for the Boat described above, including all rigs, engines, appurtenances and contents (the "Boat"). This Agreement confers no leasehold interest. **City reserves the right to change the Slip assignment at any time or move the Boat for normal marina operations or repairs or for special events.**
- TERM:** The term of this Agreement shall begin on the Commencement Date and continue on a month-to-month or day-to-day basis, whichever is indicated above. Any Boat left overnight is subject to a daily rate charge. If this Agreement is month to month, either party may terminate this Agreement by giving the other party written notice at least (14) days prior to the end of the month.
- ANNUAL DISPLACEMENT:** The City of Tavares hosts an annual Antique & Classic Boat Show that displaces all tenants and slip holders annually. The City shall notify via email or phone all tenants of the required removal at least 30 days prior. If vessel is not removed, the slip holder acknowledges that the vessel shall be removed at the slip holder's sole expense and liability. **INITIAL:**
- PAYMENT OF DOCKAGE FEES AND OTHER CHARGES:**

a. **Month-to-Month:** The Dockage Fee is payable in advance and all other charges will be billed in arrears. Tenant will be sent a monthly statement setting forth the Dockage Fee and any other charges. Any amounts appearing on the monthly statement are due by the 1<sup>st</sup> of the month and if not paid by the 10<sup>th</sup> will incur finance charges of the lesser of 1-1/2% per month (annual percentage rate of 18%), or the maximum allowable under Florida or Federal law on the unpaid balance. If Tenant leaves in the middle of a month, no refund of prepaid Dockage Fees will be made. All charges must be paid in full before Tenant may leave the Marina. Non-receipt of billing statements does not relieve Tenant of the obligations to pay all charges due. City may change the fees or change the other provisions of the Agreement by written notice to Tenant given at last 30 days before the beginning of any month in which the change is effective. A \$20.00 charge, or in such an amount as authorized by law, shall be incurred for each returned check.

b. **Day-to-Day:** Tenants may choose one of the following (3) methods of paying the Dockage Fee and other charges:

1. Pay in advance for entire stay.
2. Pay at the Prop Shop each Friday for the expected charges for the next week.

If Tenant has an outstanding balance that is more than 60 days past due, City may charge double the above listed Dockage Fee beginning on the 61<sup>st</sup> day. If Tenant has an outstanding balance that is more than six months past due, then City shall be entitled to proceed with the sale of the Boat within the provisions of F.S.328.17 after providing a notice of non-judicial sale to the Tenant at the address provided in this Agreement at least 30 days prior to any sale. The provision is in addition to and not a limitation of City's rights under state or federal maritime law. All charges are subject to applicable taxes.

4. **SECURITY DEPOSIT:** Before the Boat may be docked, Tenant shall pay to City a security deposit to secure the performance of all Tenant's obligations under the Agreement, which shall not be in lieu of any Dockage Fee. The security deposit (without interest) shall be refundable to Tenant within 60 days of termination of this Agreement, provided all the obligations of Tenant under this Agreement are satisfied. City may commingle the security deposit with other funds held by City. If Tenant incurs charges in excess of the security deposit, any excess is due and payable upon demand by City and City will have the right to require an additional deposit. Tenant's failure to post all additional deposit(s) is a default under this Agreement which entitles City to immediately terminate this Agreement.
5. **USE OF SLIP; AUTHORITY:** Tenant may use the Slip only to moor or store the Boat and for no other purpose. City reserves the right to exclusive control over the use of the dock space. If Tenant sells the Boat and wants to use the Slip for another Boat, Tenant must first get permission from and register the new Boat with City. Tenant represents that Tenant has an ownership interest in the Boat and/or Tenant is fully authorized to bond all Owners of the Boat to the terms and conditions of this agreement. If an agent of Tenant, including a Captain, is signing this Agreement said person represents that he has the authority to bind the Tenant. If Tenant removes the Boat from the marina for extended periods (normally more than (3) days), for any reason, including repairs to the Boat, Tenant shall notify City. City may use the Slip when not in use by Tenant, the City may from time to time require the Tenant to remove the boat from the slip and marina for dock maintenance, events or other purposes as determined by the City. If a boat is required to vacate the slip and marina for more than (5) days, the Tenant will receive a pro rata credit on their Dockage Fee for days six and beyond. In the event the relocation is for (5) days or less, the Tenant will not receive a reduction of the Dockage Fee or other compensation. City shall have the right to change Slip or berth assignments for the purpose of safety, better utilization of docking space or other purposes beneficial to City, within the discretion of the Aviation manager. City further reserves the right to relocate the floating docks periodically for the purpose of holding an in-water boat show.
6. **LAW, RULES AND REGULATIONS:** Tenant shall comply with the City Rules. The City may change the Rules by posting new ones or otherwise notifying Tenant of the change. In using the Marina, Tenant shall comply with all applicable laws, ordinances, resolutions, rules and regulations of federal, state and local entities including U.S. Coast Guard regulations. Tenant hereby acknowledges receipt of the City's applicable rules, regulations, and/or policies.
7. **TRANSFERS AND ASSIGNMENTS:** This Agreement and Tenant's rights hereunder are the personal privilege of Tenant and are not assignable and may not be sublet. Any attempt to assign or sublet is a default under this Agreement, is void and entitles City to immediately terminate this Agreement.
8. **INSURANCE, SUBCONTRACTORS:** Tenant, at Tenant's sole cost and expense, shall at all times during the term of this Agreement maintain with an insurance company acceptable to City, a public liability policy with limits of not less than \$300,000 per occurrence, naming City as an additional insured, with waiver of subrogation in favor of City. Tenant shall provide City with a copy of the insurance policy evidencing coverage upon execution of this Agreement, and no later than 30 days prior to expiration of a policy, evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to City of any amendment or cancellation. Additionally, any contractor's employed by Tenant shall register at the Prop Shop prior to beginning work, provide insurance naming City as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$500,000 per occurrence, and comply with all laws.
9. **CARE OF SLIP; MAINTENANCE:** Tenant shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the City rules. Upon termination of this Agreement, Tenant shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. Tenant shall not alter the Slip or dock area. Tenant shall not install or place any personal property, dinghies, small boats, equipment, boxes or lockers of any type on the Slip, without the permission of City. Tenant shall further maintain throughout the term of this License Agreement, current documentation, or a state registration, and shall further maintain the Boat in a safe and presentable condition, and keep all docks adjacent to the assigned Slip or berth clean and passable.
10. **UTILITIES AND FEES:** City shall make available to Tenant at the Slip electrical power and water services then available to licenses at the Marina generally. City does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Tenant acknowledges that water service may be discontinued during inclement weather. In addition, City does not warrant that the utility services will be compatible with the utility service requirement of the Boat (including electrical interconnection requirements or the effect of electrolytic action). Utility fees are included in the dockage lease fee.
11. **ACCESS TO BOAT:** City shall have the right from time to time to board the Boat when moored at the Slip to determine if the Boat is in compliance with the terms of this Agreement. Upon request, Tenant agrees to deposit with the Aviation Manager a key or keys which allow access to operation of the Boat. Said key or keys shall be utilized by City personnel only in the event of an emergency as otherwise directed by Tenant.
12. **NO WARRANTIES:** City makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear, and related items) or the suitability of the Slip and the Marina for Tenant's intended purposes. Tenant acknowledges that Tenant has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their current condition.
13. **HOLDING OVER:** If the Boat remains at the Slip following termination of this Agreement, and without otherwise limiting the rights of the City, hereunder, Tenant shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay City the applicable daily rate of

transient moorage for each day the Boat continues to be moored at the Slip. City may, at its sole discretion, chain the Boat to a Slip and/or exclude Tenant from access to the marina.

14. **EMERGENCIES, HURRICANES OR OTHER ACTS OF GOD:** City expects Tenant to have made suitable arrangements for safe, sheltered anchorage during weather events such as tropical storms or hurricanes, or any predicted weather event of 50mph or greater sustained wind, and Tenant warrants such arrangements have or will be made. Tenant may **NOT** assume that the Marina will be safe, sheltered anchorage during tropical storms or hurricanes. In the event of an impending tropical storm or hurricane or other emergency, City, in its sole discretion, is authorized to do whatever City deems appropriate and reserves the right to move unattended vessels at the Tenant's risk and expense. **UNDERTAKING TO MOVE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OR RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF BOAT BY CITY, NOR SHALL CITY BE DEEMED A BAILEE OF THE TENANT.**
15. **DEFAULT REMEDIES:** This Agreement specifies certain breaches by Tenant that are so serious that City has reserved the right to immediately declare Tenant in default and terminate this Agreement or seek other remedies without the notice periods specified below. In all other cases, if Tenant breaches this Agreement and such breach continues for (5) days after City has given written notice of the breach to Tenant, Tenant shall be in default. Upon default, City may exercise any and all remedies available hereunder or at law. If Tenant is in default, City may elect to terminate this Agreement by giving (5) days written notice to Tenant. Upon termination, Tenant shall pay all sums due City and then remove the Boat from the Marina. Should Tenant fail to timely pay all sums due and then remove the Boat from the Marina as required, then the Boat shall incur a per diem moorage fee at the applicable daily rate for transient moorage. In the event of Tenant's default or termination of this Agreement, City may, by notice to Tenant, suspend the right of Tenant to obtain access to the Marina, to use the Slip and the Boat without the necessity of the initiation of any proceedings.
16. **CUMULATIVE REMEDIES, NO WAIVER:** City's rights and remedies hereunder are cumulative in nature, and pursuit of any particular 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 has 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.
17. **ASSUMPTION OF RISK; DISCLAIMER OF LIABILITY, INDEMNITY:** The Slip and the Marina are to be used at the sole risk of Tenant and Boat and Tenant and Boat hereby assume such risk. City assumes no responsibility for and shall not be liable for the care, protection and security of the Boat. Tenant, for him/her self, for the Boat and for Tenant's Agents (as defined in Section 19) hereby releases City from any and all liability for loss, death, damage, or injury (collectively "Injury") to any person or property arising out of or in connection with the condition or use of the Boat or the condition use of the Marina or its services whether such injury is caused by or through the acts or omissions of the City or by any other cause whatsoever, including City's negligence, except City's gross negligence or willful misconduct. Tenant and Boat shall indemnify and hold harmless the City from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any Injury (unless due to the willful misconduct or gross negligence of City) or arising from Tenant's breach of this Agreement. City is not to be considered under this Agreement as an insurer of Tenant's Property and Tenant shall secure such insurance as Tenant desires. Tenant is advised to remove all items not permanently attached to the Boat while the Boat is in the Marina. Under no circumstances shall the City be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Tenant's use of the Marina. Tenant and Tenant's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Boat is involved in any casualty resulting in personal injury, death, or property damage while docked at the Marina or in connection with this Agreement.
18. **TENANT'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT:** Tenant and Boat shall be responsible for and shall promptly, upon demand, pay City for any damage caused to the City by Tenant, the Boat, or Tenant's Agents. Tenant shall, in and around the Marina, comply with all laws, rules, and regulations concerning the protection of the environment and pay City for any damage, expense, or liability incurred by City due to Tenant's or Tenant's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by or contributed to by Tenant. Tenant shall not release or permit to be released, by action or inaction, any hazardous waste of environmentally objectionable substances, including oil, gasoline, or untreated sewage ("Hazardous Substances") into the water or land of the City. The costs for which Tenant and Boat 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 City personnel, and any legal fees incurred in defense of any violations. Tenant shall be responsible for reporting and cleaning up any such release. Tenant shall report any release to the Aviation Manager and shall keep City informed on a daily basis of Tenant's actions with respect to any cleanup. If City is not satisfied, in City's sole discretion, with Tenant's actions in reporting and cleaning up a release, City may take any action it deems appropriate regarding the release, at Tenant's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.
19. **CONDUCT:** The conduct of the City of Tenant, any member of Tenant's family and any of Tenant's employees, licensees, agents or guests (herein individually referred to as "Tenant's Agent") shall be the sole responsibility of Tenant or Tenant's Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the City (including use of drugs or becoming intoxicated by alcohol) shall, at the option of City, be cause for immediate termination of this Agreement by City. Intoxication shall be presumed if (i) City shall require the assistance of the Sheriff or other law enforcement agency to deal with the Tenant or Tenant's Agent, (ii) Tenant or Tenant's Agent engages in the

physical assault of another person or that person's property or (iii) one or more users of the City files a written complaint with the City concerning the intoxication of Tenant or Tenant's Agent. Intoxication by Tenant or Tenant's Agent shall be deemed a nuisance.

- 20. **SECURITY SERVICE:** Tenant acknowledges that the security service provided by City is a courtesy only, and City bears no liability or responsibility in the event that Tenant's or the Boat security is breached.
- 21. **NOTICES AND ADDRESSES:** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or (3) days after it is deposited in the mail, addressed to the other party at the addresses set forth in this Agreement. Tenant is responsible for informing City of Tenant's most current address and phone number. Within (10) days following the date of any change in Tenant's business or residence address or telephone number, Tenant shall provide City, in writing, notification of the new address and/or telephone number. If Tenant changes Tenant's address or telephone number without providing the new address and telephone number to City and it becomes necessary for City to serve any notices to Tenant or in the event of litigation, copies of any notices or pleadings may be delivered to the last address given by Tenant to City. Because it may be necessary for City to reach Tenant in the event of an emergency, a post office box is not considered an acceptable address.
- 22. **CREDIT APPLICATION:** This Agreement is being entered into by City subject to a credit application being completed by Tenant and approved by City. If Tenant fails to meet City's credit requirements, this Agreement may be terminated by City.
- 23. **JOINT AND SEVERAL LIABILITY:** The obligations of the Boat and each person executing this Agreement as Tenant are joint and several, and any act of signature of, or notice or refund to anyone or more of them with respect to this License shall be fully binding upon each of them.
- 24. **ATTORNEY'S FEES:** If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including attorney's fees in enforcing or protecting its rights, whether or not suit is filed. In the event that litigation or any other dispute resolution proceeding is commenced, involving, arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of taxable court costs, other related but non-taxable costs and expenses, and attorney's fees from the time that the proceeding was commenced until all appeals, if any, are final. The prevailing party shall also be entitled to attorney's fees and costs incurred in connection with the litigation of an award of attorney's fees and costs both as to entitlement and amount (a/k/a "fees for fees").
- 25. **CHOICE OF LAW:** This agreement shall be governed by the laws of Florida. The exclusive venue for any action in connection with this agreement shall be Lake County, Florida.
- 26. **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.
- 27. **LIEN ON BOAT:** Tenant agrees and acknowledges that City shall have a lien upon the Boat, together with its appurtenances, equipment, and contents, for all unpaid sums due, or to become due, under this Agreement, whether for rent and other services and merchandise purchased from City and for any damage caused or contributed to by the Boat or Tenant to any property of the City. Tenant agrees and authorizes City to enforce such lien by any and all remedies available to City under applicable law, including non-judicial sale in accordance with Florida Statute §371.84 and §328.17, and Tenant agrees to pay all legal fees and costs incurred by City in such enforcement, whether at the trial or appellate levels. City shall also have the right to move any delinquent Boat to accommodate another Boat.
- 28. **ENTIRE AGREEMENT:** This Agreement is the entire Agreement between the parties and supersedes all prior agreements. No modifications or amendments to this Agreement are valid unless in writing and signed by Aviation Manager and lessor. The lessor has received a copy of the City of Tavares City rules and regulations and has agreed to abide by them.

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**Agent for City of Tavares**                      **Date**

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**Agent/Owner of Vessel**                      **Date**