



CITY OF WEST PALM BEACH
PARKS & RECREATION

PERMIT TO USE CITY DOCK FOR LIMITED COMMERCIAL USE

Vessel Name: _____ Length: _____ Beam: _____

Registration No. _____

Owner/Captain Name: _____

Address: _____
(street) (city) (state) (zip)

Telephone: Business: _____ - Cell: _____ Email: _____

This revocable Permit is hereby issued for the above-named Vessel to temporarily dock at the City's Waterfront Fern (South) Dock for embarkation/dis-embarkation of passengers SUBJECT TO THE CONDITIONS AND THE CITY'S RIGHTS TO TERMINATE AND REVOKE THIS PERMIT as provided in this document:

1. **DOCKAGE.** This Permit allows non-exclusive temporary dockage at the City's Waterfront Fern (South) Dock only. Temporary dockage shall not to exceed 60 minutes.
2. **SCHEDULE.** Captain will abide by its schedule provided to the City, to the best extent practical.
3. **DOCK OPERATING HOURS.** The Docks are currently opened daily from 5:00 a.m. through midnight, excepting City holidays and City special events. The City reserves the right to modify, revise and shorten dock hours.
4. **VESSELS ALLOWED.** Only vessels in good and seaworthy condition, under their own power, are permitted to dock. Only vessels with beams of 25 ft or less are permitted to dock.
5. **EQUIPMENT.** The Vessels shall carry and utilize sufficient and appropriate fenders and other equipment for dockage without damage to the dock or pier. City reserves the right to require Vessel to obtain appropriate cleats, ropes, fenders, and to take such measures to appropriately secure the Vessel while docked.
6. **GARBAGE AND WASTE.** Garbage, waste, trash, sewage or other form of pollutants shall not be thrown or otherwise disposed of into the waters. All garbage and waste shall be retained and removed from dock with Vessel. No person shall discharge oil, fuel, solvents of inflammable liquids into the water. Direct discharge marine heads outs shall not be used near or at the dock. Vessel pumpout is prohibited. Captain shall not permits its crew of passengers to possess open drink containers or to smoke or fish while on the City dock.
7. **UTILITIES.** No power or water service is available. Vessel shall not hook up to any dock utilities.
8. **ADA.** The Vessel shall accommodate handicapped passengers in accordance with the requirements of the Americans with Disabilities Act (ADA)
9. **MANATEES.** The Captain shall abide by all laws and regulations regarding safe operation of vessels in waters frequented by manatees. Harassment of protected species is prohibited. Captain shall not allow crew or passengers to feed or leave food for manatees, birds or other wildlife.
10. **SAFETY.** It is the responsibility of the Vessel's Captain to ensure the safety and protection of the Vessel and its passengers. Vessel shall be safely and property secured at all times Vessel is docked.
11. **NOTICE OF UNSAFE CONDITION.** Captain shall immediately notice the City Parks and Recreation Director or Risk Manager of any unsafe or unlawful conditions regarding the North Dock or surrounding areas.
12. **WEATHER CLOSURE.** The dock will be closed upon the issuance by the National Weather Service of a tropical storm or hurricane watch for the West Palm Beach area, and may not be used except for the disembarkation of passengers already aboard. In all other weather events, Captain shall use its best judgment and not utilize the dock should weather or marine/water conditions make such use hazardous to passengers, docks or other vessels.
13. **GAMBLING CRUISE PROHIBITED.** Owner/Captain represents and warrants that the Vessel(s) shall not be used or operated as (i) a gambling cruise ship, (ii) a vessel principally used for gambling "cruises to nowhere" where it may enter and leave the State of Florida without an intervening stop in another state or country or waters within the jurisdiction of another state or foreign country or (iii) a watercraft used to carry passengers to or from gambling cruise ships.
14. **PROHIBITED.** Vessel shall not place, leave or store any sign, gear, equipment, material or property on the Dock or any area of the City docks or City Commons. The following are prohibited while docked: open containers, smoking, fishing, open fires, cleaning of vessels, fueling, vessel repairs. The Vessel Captain shall not and shall take every reasonable action to ensure that its crew, invitees and passengers, shall not use the dock in any manner which, directly or indirectly, is forbidden by law, ordinance or government regulation, or which may be dangerous to life, limb or property. Captain shall not commit waste on the dock or allow its crew, invitees or passengers to commit waste on the dock or City Commons or become a nuisance in any capacity.

- 15. **NO ASSIGNMENT.** This Permit may not be assigned to another Vessel.
- 16. **INSURANCE.** Captain shall ensure that the City has on-file at all times certificates of insurance evidencing insurance coverage in the following minimum amounts and naming the City of West Palm Beach as additional insured. Captain shall provide updated insurance coverage upon annual renewal.
 - Comprehensive General Liability:-Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits.
 - Vessel shall be insured under an "all risks" insurance policy, which policy or policies shall include wreck removal coverage as well as hull protection and indemnity insurance covering the Vessel.
 - United States Longshoreman's and Harbor Worker's (USL & H) insurance in compliance with Federal Statues.
 - If alcohol served: Liquor Liability Insurance in minimum amounts of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

The City reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, and increases in the coverage amounts.
- 17. **RISK OF LOSS.** Any and all damage to the dock or other vessels, craft, docks, walkways, utility posts, chains, moorings, equipment and other facilities or the City or others, as a result of improper docking or mooring or otherwise resulting from the acts or omissions of the Vessel, its Captain, crew or passengers, shall be the financial responsibility and liability of the Owner/Captain. Upon a showing of Vessel/Captain's responsibility for such damage, Owner/Vessel/Captain agrees to pay to City all City's costs to repair such damages within thirty (30) days of demand by City.
- 18. **INDEMNIFICATION.** The Vessel Owner and the Vessel will indemnify, defend and hold harmless the City for the consideration of this Permit, from any costs, expenses, damages and against all claims, demands, loss, damage, liability, lawsuits, causes of action, including judgments and attorneys' fees that may be asserted by anyone due to: (i) Property loss or damage of any type to the Vessel or its equipment or appurtenances, or the personal property of the crew, passengers or others on the Vessel, or the City's dock or property, marine or non-marine property caused in part, regardless of how slight, by the acts or omissions of the Vessel, its Captain, crew or passengers; and (ii) Any personal injury or death arising from use of the City's dock or facilities, where such injury or damage is caused in any part, regardless of how slight, by the acts or omissions of the Vessel, its Captain, crew or passengers. The City shall not be liable to Owner, Captain, the crew, passengers or any third parties for personal injury or death or property damage incurred in any activity related to this Permit, however occasioned.
- 19. **RULES.** The Captain/Owner agree to abide by the rules for dockage at all times. City reserves the right to amend the rules as necessary.
- 20. **REVOCABLE.** This Permit is revocable by the City at any time, in the City's sole discretion.
- 21. **FEE.** The Captain/Owner shall pay the permit fee, as established by City Resolution. Cancellations will have a \$20.00 administrative fee deducted from reimbursement.

THIS PERMIT AUTHORIZES PASSENGER PICK UP AND DROP OFF ONLY. MAXIMUM STAY ON DOCK IS 1 HR.

I HAVE READ THIS ENTIRE DOCUMENT AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS AND REALIZE THAT THE VESSEL OWNER, CAPTAIN AND VESSEL ARE RESPONSIBLE FOR COMPLIANCE WITH ITS TERMS.

Owner/Captain: _____ Date: _____

Print Name _____

Date(s) Requested: _____ Embark Time: _____ Disembark Time: _____

Insurance certificate Attached Yes

Fee: \$ _____

Sales Tax 6.5%:\$ _____

Total Fee of \$ _____ must be paid on or before _____.

Date Application Received: _____ By _____

No conflict with Special events: (Confirmed with _____)

Permit : Approved Not Approved

 Program Supervisor/Date

 Department Director/Date