

# Everglades National Park Flamingo Marina

## TRANSIENT LICENSE AGREEMENT

Date: \_\_\_\_\_ Paid in Full

Date of Arrival: \_\_\_\_\_ Date of Departure \_\_\_\_\_

**Check-in time: After 2:00pm\***

**Check-out time: By 12:00 noon\***

\*times are flexible based on availability and prior authorization from the Marina.

**Slip Assignment:** \_\_\_\_\_ **File as (last name):** \_\_\_\_\_

### VESSEL INFORMATION (All sections must be complete):

\_\_\_\_\_  
(Vessel Name – if applicable) (Total Linear Ft & Beam)

\_\_\_\_\_  
(Make) (Model) (Year)

\_\_\_\_\_  
(Hull No.) (State Reg.# or USCG Doc) (Exp)

\_\_\_\_\_  
(Insurance Company) (Policy #) (Expiration Date)

### THIS SECTION TO BE COMPLETED BY MARINA

#### FEES AND OTHER CHARGES:

Length in LFT \_\_\_\_\_ x \$4.00 x \_\_\_\_\_ # of nights = \_\_\_\_\_

### OWNER/AUTHORIZED AGENT INFORMATION (All sections must be complete):

\_\_\_\_\_  
(last name) (first name) (MI)

\_\_\_\_\_  
(Driver's License or ID#) (State) (Exp)

\_\_\_\_\_  
(Primary Phone Number) (E-Mail if applicable)

\_\_\_\_\_  
(Physical Address)

\_\_\_\_\_  
(City) (State/Province) (Zip code)

**CREDIT CARD INFORMATION:**

**(All transient customers must provide credit card info – even if intending to pay with cash)**

Visa  MasterCard  American Express  Discover Card

\_\_\_\_\_  
 (Number) (Expiration) (CVV)

\_\_\_\_\_  
 (Name as it appears on Credit Card)

\_\_\_\_\_  
 (Credit card billing address if different from page 1)

\_\_\_\_\_  
 (City) (State/Province) (Zip code)

I do hereby authorize Everglades National Park Flamingo Marina to charge my credit card for transient dockage, utilities, and other related expenses, fees, invoices, and debts as they become due and payable as outlined above for the duration of this agreement or until this authorization is revoked in writing. I hereby affirm and decree that this account is and shall remain viable and have sufficient credit available for purposes of all charges anticipated hereunder, and shall remain so for the duration of this agreement. In the event a charge is denied or rejected, I hereby agree to pay the charge by certified funds directly and immediately to the marina. I also grant the marina the right to charge me a \$25.00 processing fee for each denied charge. I understand that failure to pay a denied charge or fee shall be considered an event of default and subject the vessel to any marina actions deemed necessary to secure their common law or maritime lien(s).

\_\_\_\_\_  
 (Authorizing Signature for Credit Card) (Date)

\_\_\_\_\_  
 (Printed Name)

**BY SIGNING PAGE 3 OF 5 OF THIS LICENSE AGREEMENT THE BOAT OWNER (INCLUDING ANY AUTHORIZED AGENT AS DEFINED HEREIN) AGREES TO THE FOLLOWING LICENSE AGREEMENT. FLAMINGO MARINA IS OPERATED ON BEHALF OF THE NATIONAL PARK SERVICE BY GUEST SERVICES, INC.**

**1. LICENSE.** Marina (also "Licensor") hereby grants a License to Boat Owner or Agent (also "Licensee") for the use of the slip designated above (the "Slip") located at the Marina for the Boat described above, including all riggings, engines, appurtenances and contents (the "Boat"). The term "Boat Owner" shall be deemed to include the Boat, the owner and/or master of the boat, any and all agents of the Boat Owner including family members and invited guests or service personnel, as Licensee, where appropriate. **This Agreement confers no leasehold interest. Marina reserves the right to change the Slip assignment or move the Boat for safekeeping, normal Marina operations or repairs, for special events, or as needed at the sole discretion of the Marina.**

**2. ASSUMPTION OF RISK; DISCLAIMER OF LIABILITY; INDEMNITY.** The Slip and the Marina are to be used at the sole risk of Boat Owner. Boat Owner hereby assumes any and all such risk. The Marina assumes no responsibility for, and shall not be liable for the care, protection, and/or security of the Boat. This Agreement does not create a contract of bailment. Boat Owner, for himself, and his Agents (as defined by this Agreement) does hereby release Marina 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 or use of the Marina or its services, whether such Injury is caused by or through the acts or omissions of the Marina or by any other cause whatsoever, including but not limited to, fire, theft, weather conditions, etc., except for Injuries due to Marina's gross negligence or willful misconduct. Boat Owner shall indemnify and hold harmless the Marina 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 Marina) or arising from Boat Owner's breach of this Agreement. Marina is not to be considered as an insurer of Boat Owner's property and Boat Owner shall secure, at a minimum, the insurance required by this Agreement. Boat Owner is advised to remove all items not permanently attached to the Boat while the Boat is in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Boat Owner and Boat Owner'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.

**3. INSURANCE.**

a) **VESSEL.** Boat Owner at his or her sole cost and expense, shall at all times during the term of this Agreement, maintain a public **liability policy with limits of not less than \$300,000 per occurrence**, with an insurance company acceptable to Marina, **naming Marina as an additional insured**, and a policy of property damage insurance covering at least 100% of the actual cash value of the Boat, extended perils, damage by fire, vandalism and burglary. Boat Owner shall provide Marina 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, BOAT OWNER OR AGENT SHALL PROVIDE MARINA with evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation. Boat Owner shall supply proof of insurance to Marina and Boat Owner's insurance company shall fax Marina Certificate of Insurance listing Marina as holder of said certificate.

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(3. Insurance. Cont.)

**b) CONTRACTORS.** Any outside contractors employed by Boat Owner shall complete the Outside Contractor Safety Agreement, SHALL provide insurance naming Marina as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$1,000,000 per occurrence, SHALL register at the Marina office prior to beginning work, AND SHALL comply with all rules, regulations, and laws, and conclude all work prior to dock office closing (Mon-Sat 5:00pm).

**4. LIENS.**

**a)** Boat Owner hereby recognizes and acknowledges that all services provided by Marina to Boat and Boat Owner are for the direct benefit of the Boat. Accordingly Boat Owner grants to Marina a maritime lien on the vessel for necessities as defined by 46 U.S.C. §31342 and a security interest therein to secure the payment of any and all fees, charges or other sums due hereunder and for any other services or materials rendered or supplied to Owner by or on behalf of Marina (e.g., oil or fuel spill containment, emergency pumpout of vessel bilges, replacement of damaged or broken dock lines and/or fenders, etc.).

**b)** Boat Owner hereby authorizes and allows the Marina to include as part of its maritime lien for necessities under 46 U.S.C. § 31342 any and all collection and attorneys fees incurred by the Marina to foreclose or enforce its maritime lien for necessities. Boat Owner further acknowledges that all costs and attorney fees may be considered as part of the maritime lien for purposes of securing a bond as security for marina’s lien and for purposes of satisfaction from the proceeds of sale should the Boat be sold pursuant to a lien for necessities. To the extent that any sale of the Boat does not satisfy the full amount of Marina’s lien, Boat Owner and its Master/Agent, hereby agree to be personally liable and guarantee the full amount of Marina’s lien.

**c)** The Marina’s lien shall be both a common law lien for storage and a maritime lien for necessities, which shall be in addition to any state, or federal maritime lien or other remedy otherwise available to Marina hereunder in law or equity. It is specifically agreed that all service, storage, materials, and the like which are provided to the Boat or Boat Owner under this Agreement by or on behalf of the Marina, are provided to the Boat at the request of the Boat Owner on the credit of the Boat. It is understood between the Parties that the Marina is relying primarily on the credit of the Boat for the enforcement of its claim for fees, charges, and invoices for all necessities provided under this Agreement. The Parties further agree that all services provided by the Marina pursuant to this Agreement shall be deemed "necessaries" pursuant to 46 U.S.C. §31342(a), as amended from time to time.

**d)** In any action, in rem (against the Boat) or in personam (against the Boat Owner), by Marina to enforce a lien of whatever nature, any bond required of boat Owner to be posted pursuant to law releasing the Boat to the Owner, shall be for the greater of the value of the Boat or twice Marina's full debt or amount in controversy plus reasonable attorneys fees, costs of bringing suit, the U.S. Marshal fees, custodia legis fees and claimed interest. Further, Marina may have the amount of any bond posted increased to ensure the posted bond covers all amounts claimed.

**e)** Without limitation on any of Marina's rights under state or federal law, in the event Marina proceeds against the Boat under Federal Admiralty procedures and Supplemental Admiralty Rules, in rem, Boat Owner agrees to use Marina as the substitute custodian for the Boat in place of the U.S. Marshal.

**5. EMERGENCIES, BAD WEATHER AND ACTS OF GOD.**

**a) RESPONSIBILITIES.** Marina expects Boat Owner to make suitable arrangements for safe, sheltered anchorage during storms, high winds, high or low water, ice or snow conditions and other bad weather, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that the Marina will be safe, sheltered anchorage at any time. In the event of an impending storm or other emergency situation, Boat Owner authorizes Marina to do whatever Marina deems appropriate to keep the marina, marina property, the Boat or other boats safe. These actions include but are not limited to moving the Boat at the Boat Owner's risk and expense; however Marina is not required to do any act to save or preserve any Boat or Boat Owner’s property. Boat Owner shall pay for all costs of such actions by Marina whether or not Marina's efforts are successful in protecting the Boat.

**b) SALVAGE.** If the Boat sinks while in the Marina, Boat Owner shall raise the Boat at Boat Owner’s sole cost and expense. If salvage is not begun within 24 hours after Boat Owner receives notice of the sinking, Marina may raise the Boat at Boat Owner's expense and dispose of it at Marina's discretion. Undertaking to move the Boat shall not be deemed an assumption of responsibility for the safety, security and care of the Boat by Marina, nor shall Marina be deemed a bailee of the Boat Owner. Marina shall have a federal maritime lien for salvage against the Boat for any and all salvage actions and costs undertaken by the Marina. Marina shall also have the contractual right to enforce its salvage costs and the amount of its salvage lien against the Boat Owner and/or Boat Owner’s Agent personally.

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**For the purpose of obtaining storage space and other privileges available for Boat and Licensees, Boat Owner or agent submits the above information and statements are true and correct and authorizes the Marina to verify such information, including but not limited to credit verification. Boat registration and insurance policy declaration are required to be kept current for the duration of the Agreement and/or storage of the Boat. Boat Owner or agent acknowledges that they have read and fully understood this Transient License Agreement, including the posted Marina Rules.**

\_\_\_\_\_  
(Owner/Authorized Agent Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print)

**MARINA RULES AND REGULATIONS**

The following **Marina Rules** have been adopted in order to provide a safe and inviting Marina for our patrons. These Rules, which are also posted on the Marina bulletin board and on the website [www.jamescreek.com](http://www.jamescreek.com), are expressly made part of the License Agreement. Boat Owner, any member of his family, any of his employees, licensees, agents, contractors, and guests (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with these Rules at all times. The Marina maintains the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order and, upon posting such amendments and additions in a conspicuous place in the Marina, they shall become part of the License Agreement and supersede all previous versions. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. **DOCKING, MOORING, OR OTHERWISE SECURING OF ANY AND ALL VESSELS** in the Marina or to any portion of the docks is permitted only with the written authorization of the Marina, by means of a license agreement, and as such falls under the jurisdiction of the Marina.
2. **RULES OF THE ROAD** and navigation laws of the United States and the state of Florida apply to all boats in, approaching or leaving the Marina. Boat Owners and Boat are responsible for damages or injuries caused by Boat's wake.
3. **ALL VESSELS REQUIRE EXAMINATION AND APPROVAL** by the Dockmaster prior to the execution of any slip license agreement. Vessels are to be maintained in good mechanical and aesthetic condition at all times. Vessels not in good condition, as determined at the sole discretion of the Dockmaster, will not be admitted to or permitted to remain in the Marina. A marine survey, conducted by an accredited marine surveyor, may be required at the discretion of the Marina at the Boat Owner's expense any time prior to arrival or while the vessel remains in the Marina.
4. **MAINTENANCE IN THE MARINA**, whether by boat owner or commercial contractor, shall be limited to normal preventative maintenance. These procedures are to include changing batteries, fluids, and expendable parts (e.g., belts, filters, etc.). Extensive repairs may require, at the sole discretion of the Marina, that the vessel be removed from the marina prior to the work being done. Boat washing is permitted using Marina approved biodegradable soaps and cleaners.
5. **POWER TOOLS** are not permitted to use on the docks or exterior of any vessel. Special exception may be requested from the Dockmaster who will review each request on a case-by-case basis. The decision of the Dockmaster shall be final. **Painting, to include varnish, conditioning oil, and solvent, is not permitted. Repairs, maintenance, and other activities that produce debris (e.g., paint chips, sawdust, filings, etc.) are not permitted.**
6. **MODIFICATIONS OR ADDITIONS** (e.g., installing fenders, hose caddies, etc.) to any portion of the docks are not permitted.
7. **CONTRACTORS, AGENTS, AND GUESTS** must be accompanied by the Boat Owner while they are on the docks. If the Boat Owner cannot be present the Boat Owner must inform the Marina Office prior to admitting the agent or guest on the docks. All contractors are required to sign in at the dock office prior to accessing the docks. Contractors are permitted only during the Marina hours of operation unless accompanied by the Boat Owner. All work must be concluded and contractor key returned prior to fuel dock closing (See schedule). Boat inspectors or insurance adjusters as well as any other person inspecting the Boat or performing any job or activity on or for the Boat shall be deemed a "contractor" for purposes of these rules.
8. **PARKING PERMITS** are issued to vehicles registered to the vessel owner and their immediate family only. Boater Permits are NON-TRANSFERABLE. Any vehicle NOT displaying a CURRENT permit may be ticketed and/or towed at the Owner's sole risk and expense. The Marina DOES NOT warrant the availability of parking. The Marina disclaims responsibility for vehicles parked on Flamingo Marina property, including, but not limited to, damage to, theft of or theft from vehicles. Permits will NOT be issued to delinquent accounts. Boaters may obtain visitor-parking passes at the Dock Office at no cost. Trailer parking is not permitted.
9. **WALKWAYS** shall be kept clear at all times. Boarding steps and ladder are subject to approval by the Marina.
10. **"FOR SALE" SIGNS** and any other forms of advertising or solicitation are not permitted in the Marina, as per National Park Service policy and Code of Federal Regulations (36 CFR §§ 5.1 and 5.2).
11. **COMMERCIAL ACTIVITIES**, vending, or otherwise collecting funds is not permitted. Commercial activities include, but are not limited to, rental or leasing of boats, chartering of boats or boarding paying passengers, use of the Marina address, use of a boat, telephone, or facsimile number in any advertising, brochure, letterhead, business card, or other commercial document that is located at the Marina. Any questions should be directed to the Dockmaster.

(Marina Rules and Regulations continues on page 5)

## Everglades NP Flamingo Marina Transient License Agreement for Boat Storage, Facilities, & Services

(Marina Rules and Regulations continued from page 4)

12. **LAUNDRY** shall not be hung on boats or docks.
13. **CHARCOAL AND GAS COOKING** is not permitted on the docks or on the exterior of any vessel in or attached to the Marina.
14. **FIREWORKS** are not permitted in the Marina, on the docks, or on any vessel in or attached to the Marina.
15. **TRASH AND GARBAGE** must be placed in **sealed plastic bags** and disposed of in the trash bins located along the sidewalks or taken with the Boater when they leave. **Do not leave garbage anywhere on the ground.** Glass, aluminum, and plastic should be placed in the provided recycling containers. Cardboard boxes must be flattened and put in the dumpster. Any construction debris, old furniture, or other bulky items must be removed from the Marina by the Boat Owner. Shrink wrap is not to be disposed of in the dumpster. Ask us about our shrink wrap recycling program.
16. **USED MOTOR OIL, ANTIFREEZE, FUEL, AND BATTERIES** can be recycled. Contact the Marina to arrange disposal. All other hazardous materials (e.g., varnish, paint, alcohol, wood oil, etc.) are not to be stored or disposed of at the Flamingo Marina. Contact the Marina regarding the disposal of oil and/or fuel soaked rags and/or absorbent material prior to disposal. **No flammables, hazardous materials, or fireworks are to be stored for any period of time on board vessels or on the docks (including dock boxes) by order of the Fire Marshall. (These materials include, but are not limited to, fuel, spray paint, WD40, wasp killer, acetone, etc.)**
17. **UTILITY CONNECTIONS** from the Boat to the Marina are to be maintained in a serviceable condition as directed by the National Park Service safety officer. All utility connections are subject to approval by the Dockmaster. Unsafe connections are immediately subject to disconnection with or without prior notification of the Boat Owner(s). **Under no circumstances may a Boat Owner plug into any other slip outlet,** even with the permission of the occupant of that slip, without prior approval from the Marina. If there is a problem or emergency, notify the Dockmaster or the call number on the dock office door. Under no circumstances may anyone plug into any Marina plug, light, or appliance without the express permission of the Marina. Do not run cords across any walkway. **NO MORE THAN ONE VESSEL IS TO BE CONNECTED TO A SINGLE SHORE POWER OUTLET.**
18. **LOUD NOISES** such as hailers, loud music, or unnecessarily loud revving of engines will not be permitted. Dock parties must conclude by 10:00 p.m. Any noise which can be heard further than two slips from the boat will be considered to be too loud.
19. **PETS** are allowed with the condition that they are kept on a leash at all times while on the docks or on the property as per National Park Service Regulation (36 CFR 2.15). Pets, with the exception of service animals, are not allowed in the comfort station at any time.
20. **SPACE HEATERS ARE NOT TO BE OPERATED UNATTENDED AT ANY TIME.** Certain “boat safe” engine compartment heaters may be used with prior approval from the Marina. Vessels found operating unattended space heaters or other unsafe heating devices will be immediately disconnected from shore power. **At no time are kerosene or propane space heaters to be operated in the Marina.**
21. **ANY CHANGES TO YOUR BOATER STATUS** (i.e., departure date, change of slip, mailing address, etc.) require notification to the Marina. A credit to your account, if applicable, will be issued only if the Marina Office is notified, in writing, prior to any such changes. Forms for this purpose are provided in the Dock Office. Changes can also be mailed, faxed to the address indicated at the top of page 1, e-mailed to [flamingoinfo@guestservices.com](mailto:flamingoinfo@guestservices.com), or left in the drop box by the door to the Marina office.
22. **RIDING OR OPERATING** motorized transportation scooter, skates, or skateboards is not allowed. **Any questions, concerns, or comments regarding the Marina Rules should be addressed to the Marina Office.**