



**City of Miami  
TRANSIENT DOCKAGE AGREEMENT**

Owner's Name:		Home Address:	
City:	State:	Zip Code:	Telephone:
Business Name:		Business Address:	
City:	State:	Zip Code:	Telephone:
Berth Assignment:		Vessel Name:	
Ref. of Doc.:	Home Port:	LOA:	Beam:
Builder:	Type:	<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> MS <input type="checkbox"/> HB <input type="checkbox"/> Gas <input type="checkbox"/> Diesel	Draft:

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ and between the CITY OF MIAMI (CITY) and OWNER of the above-described vessel (OWNER) for the use of dockage space at the \_\_\_\_\_ on a transient basis.

- The OWNER agrees to pay the CITY for dockage space at the rate of \$ 2.75 per vessel foot per day, for a \_\_\_\_\_ foot vessel, for a total of \$ \_\_\_\_\_ per day plus tax.
  - Transient vessel dockage fees are due and payable in advance or weekly as applicable. Payments shall be made to the City of Miami c/o the Marina Facility, where the vessel is registered.
  - The Agreement is only for the use of dockage space on a transient basis. The OWNER agrees to move the above-described vessel to an alternate dockage space if requested to do so by the CITY. Dockage space is to be used at the sole risk of the OWNER, the CITY shall not be liable for the care or protection, or security of the vessel, her appurtenances, or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances, or contents however caused. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, etc., and the CITY shall not be responsible for injuries to persons or property occurring upon CITY property for any reason.
  - OWNER agrees to comply with all State, federal and local laws pertaining to marinas and boating and with all the terms and conditions of the Agreement and all rules and regulations governing CITY marinas. Copies of the Marina Rules and Regulations are available at the Dockmaster's Office.
  - Upon failure of the OWNER to comply with the terms and conditions of this Agreement or to pay the dockage fee hereinabove provided, this Agreement may be terminated by the CITY. OWNER agrees that in the event that this Agreement is terminated or expires, OWNER will remove his/her vessel from the Marina. If the vessel is not removed from the Marina within five (5) days of termination or expiration of this Agreement, OWNER hereby agrees and consents to have the vessel towed from the Marina at his/her sole risk and expense. To the extent that the vessel remains and is stored at the Marina after termination or expiration of this Agreement, OWNER will be responsible and liable for payment of storage and/or dockage fees.
  - OWNER acknowledges that CITY has the right to establish and enforce a maritime lien for dockage, repairs, supplies, towing or other necessities, and agrees that CITY retains the right to pursue such maritime liens and such other legal and equitable remedies as may be necessary to enforce the terms and conditions of this Agreement. OWNER agrees to pay CITY any and all costs and attorney fees incurred in any legal action brought against OWNER or his vessel on behalf of the CITY as a result of OWNER'S use of dockage space. For undocumented vessels, pursuant to Florida statute section 328.17, in the event of nonpayment of storage for a period of six months, Marina sell owner's vessel at a nonjudicial sale.
  - OWNER agrees to release, indemnify, defend and hold harmless the CITY from any and all liability, claims, demands, damages, losses or causes of action of any nature whatsoever which may arise out of the OWNER'S use of dockage space at the herein named Marina occasioned wholly or in part by any act or omission of anyone whatsoever including the CITY. OWNER CLEARLY UNDERSTANDS THAT THIS AGREEMENT TO INDEMNIFY THE CITY SHALL INCLUDE CLAIMS IN WHICH IT IS ALLEGED THAT THE CITY WAS NEGLIGENT. Upon receipt of notice from CITY of any such claim, OWNER shall, at his/her expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith including any judgement rendered against the CITY in any such action.
  - The OWNER agrees to remove, or cause to be removed, his/her vessel from CITY property on or before issuance of hurricane warnings by the National Hurricane Center and in any emergency declared by the City Manager. It shall be the OWNER'S responsibility to be aware of such warnings.
  - CITY may at any time, in its absolute discretion, require the OWNER to move the vessel from its assigned berth to another appropriate berth within the Marina.
- It is understood and agreed that this Agreement is not assignable or otherwise transferable. The undersigned person agrees that he/she is the lawful OWNER of the vessel described herein or is authorized to subject said vessel to the provisions of this agreement.

By: \_\_\_\_\_  
Vessel Owner

By: \_\_\_\_\_  
Witness

CITY of Miami



SAMPLE  
 City of Miami  
 TRANSIENT DOCKAGE AGREEMENT → (AKA: TDA)  
 ? = REQUIRED  
 ? = PROVIDE IF AVAILABLE

Owner's Name JOHN DOE	Home Address 123 MAIN STREET
City: MIAMI	State: FL
Zip Code: 33133	Telephone: 305-555-1212
Business Name:	Business Address:
City: _____	State: _____
Zip Code: _____	Telephone: _____
Berth Assignment: * ASSIGNED BY DKM	Vessel Name: BOAT NAME
Ref. of Doc.: ?	Home Port: I.F. AQUARIUM
Builder: ?	LOA: ?
	Beam: ?
	Draft: ?
	Type: <input checked="" type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> MS <input type="checkbox"/> HB <input type="checkbox"/> Gas <input type="checkbox"/> Diesel

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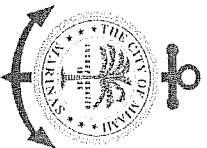
8. CITY may at any time, in its absolute discretion, require the OWNER to move the vessel from its assigned berth to another appropriate berth within the Marina.

It is understood and agreed that this Agreement is not assignable or otherwise transferable. The undersigned person agrees that he/she is the lawful OWNER of the vessel described herein or is authorized to subject said vessel to the provisions of this agreement.

By: X SIGN HERE  
 Vessel Owner

By: \_\_\_\_\_  
 Witness

By: \* DKM STAFF WILL SIGN WHEN TDA ARRIVES  
 CITY of Miami



## OVERNIGHT DOCKAGE RATE

DINNER KEY MARINA

(Effective August 1, 2010)

**\$2.75 PER FOOT PER DAY**

TAX = 7.0%

(FT)	DOCKAGE	+ TAX =	TOTAL
30	\$82.50	\$5.78	\$88.28
31	\$85.25	\$5.97	\$91.22
32	\$88.00	\$6.16	\$94.16
33	\$90.75	\$6.35	\$97.10
34	\$93.50	\$6.55	\$100.05
35	\$96.25	\$6.74	\$102.99
36	\$99.00	\$6.93	\$105.93
37	\$101.75	\$7.12	\$108.87
38	\$104.50	\$7.32	\$111.82
39	\$107.25	\$7.51	\$114.76
40	\$110.00	\$7.70	\$117.70
41	\$112.75	\$7.89	\$120.64
42	\$115.50	\$8.09	\$123.59
43	\$118.25	\$8.28	\$126.53
44	\$121.00	\$8.47	\$129.47
45	\$123.75	\$8.66	\$132.41
46	\$126.50	\$8.86	\$135.36
47	\$129.25	\$9.05	\$138.30
48	\$132.00	\$9.24	\$141.24
49	\$134.75	\$9.43	\$144.18
50	\$137.50	\$9.63	\$147.13
51	\$140.25	\$9.82	\$150.07
52	\$143.00	\$10.01	\$153.01
53	\$145.75	\$10.20	\$155.95
54	\$148.50	\$10.40	\$158.90
55	\$151.25	\$10.59	\$161.84
56	\$154.00	\$10.78	\$164.78
57	\$156.75	\$10.97	\$167.72
58	\$159.50	\$11.17	\$170.67
59	\$162.25	\$11.36	\$173.61
60	\$165.00	\$11.55	\$176.55
61	\$167.75	\$11.75	\$179.50
62	\$170.50	\$11.94	\$182.44
63	\$173.25	\$12.14	\$185.39
64	\$176.00	\$12.33	\$188.33
65	\$178.75	\$12.53	\$191.28
66	\$181.50	\$12.72	\$194.22

OVERNIGHT