



Punta Gorda

OFFICE USE ONLY

Permit #: _____

Issue Date: _____

Expiration Date: _____

GILCHRIST LANDING DAY DOCKS OVERNIGHT MOORING PERMIT AGREEMENT

This Agreement is made by and between the City of Punta Gorda, Florida ("Owner"), and the undersigned Permit Applicant ("Applicant"), pursuant to Resolution #3349-18, for and in consideration of the mutual covenants contained herein and for payment of \$60, the receipt of which is mutually acknowledged. The Owner and Applicant hereby agree as follows:

1. Applicant Information

Name: _____

Mailing Address: _____

City, State & Zip: _____

Telephone Number: _____

Driver's License No.: _____ State: _____

Email Address: _____

2. Vessel Information - The vessel for which the Applicant is permitted to dock between the hours of 1:00 a.m. and 5:00 a.m. at Gilchrist Landing is identified as follows:

Type/Make/Model: _____

Registration No. (if applicable): _____

Length: _____ (maximum of 12 feet in overall length)

3. Other Authorized Users of this Vessel: _____
(name & contact information)

4. The term of this Permit shall be six months from the date of issuance.

5. The permit number shall be clearly visible on the permitted vessel at all times.

6. Applicant shall be responsible for damage he/she may cause to other vessels at the Day Docks or to the structures or facilities thereof. Furthermore, Owner shall not be held liable for any damages to any vessel docked at the Day Docks for any reason.

7. Applicant agrees to keep the permitted vessel using the Day Docks in good condition and capable of safe maneuvering, to promptly notify the City Clerk of any change in the Applicant information included in this Agreement and to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in the use of the Day Docks and the operation of the vessel.

8. Storage, maintenance of vessels, fishing or swimming at the Day Docks is strictly prohibited.
9. This Permit is not assignable by the Applicant. Applicants shall be required to notify the City Clerk if the permit is no longer needed for any reason; however, in no event shall a refund, in whole or in part, be made for early termination of a permit.
10. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. The venue for any action to enforce, cancel or interpret this Agreement or to obtain damages or injunctive relief hereunder shall be Charlotte County, Florida.
11. In the event of any default by the Applicant in any terms of this Agreement or rules and regulations relating to the use of the Day Docks, the Owner may terminate the Permit and require removal of the Applicant's vessel upon notice to the Applicant mailed to the address provided herein at least ten calendar days prior to the effective date of termination.
12. The Applicant hereby agrees that in any emergency situation or if said vessel poses a threat to public safety, the Applicant's vessel may be moved, handled or secured in any way seen fit by Owner, and Applicant shall bear all costs and risks of such action. Any person discharging a pollutant prohibited by State law shall immediately contain, remove and abate the discharge pursuant to Chapter 376, Florida Statutes.

This Agreement is entered into by the undersigned this ____ day of _____, 20____.

Owner's Signature
Karen Smith, CMC
City Clerk

Applicant's Signature

STATE OF FLORIDA
COUNTY OF _____ () Personally Known () ID Shown _____

Sworn & subscribed before me this _____ day of _____, _____.

Notary Public Signature

Notary Public Print Name

Date Commission Expires