

**CITY OF FORT PIERCE AND TIKI TAXI**  
**MARINA USE AGREEMENT**

This Agreement, entered into this 3rd day of February, 2025 by and between Tiki Taxi & Cruises, whose address is 715 NW Flagler Avenue, Suite 403, Stuart, Florida 34994 (“Tiki Taxi”) and the City of Fort Pierce, a Florida municipal corporation, located at 100 North US Highway 1, Fort Pierce, FL 34950 (the “City”), collectively, the “Parties”.

1. Term: The term of this Agreement shall begin upon the date first written above and continue for one (1) year from the effective date above. The Parties may enter into an unlimited number of one (1) year renewals hereafter. Either party may terminate this Agreement, for any reason, by giving the other party fourteen (14) days’ written notice.
2. Use of City Marina: Tiki Taxi is authorized to use a boat slip for the pickup and drop-off of passengers in operation of their services within the City of Fort Pierce’s City Marina (“Marina”). Usage of a boat slip shall be upon availability and with the following requirements:
  - a. The Marina Manager/Director or other agent of the Marina will inform the Tiki Taxi of what slip is available for use or dockage.
  - b. Available slips in the Marina shall be used and occupied by Tiki Taxi only for the mooring of its Boat in connection with the purpose of pickup and drop-off of its passengers, AND NO OTHER PURPOSE.
  - c. The Boat shall not remain docked overnight or otherwise beyond the time it reasonably takes to pick up or drop off passengers.
  - d. Tiki Taxi agrees to immediately moves its Boat upon the direction of any Marina staff.
  - e. Tiki Taxi will follow all directions given by Marina staff while utilizing the Marina and/or its boat slip(s).
  - f. This Agreement confers no leasehold interest.
  - g. The Marina reserves the right to move the Boat or deny dockage for normal Marina operations, lack of availability, repairs, or special events.
3. Fees: A \$ TBD fee is due upon signing this Agreement and then upon the first (1<sup>st</sup>) day of each month. Failure to pay the fee will result in access to the Marina slips being revoked and termination of this Agreement. All charges are subject to State and federal taxes.
4. Laws, Rules and Regulations: Tiki Taxi shall comply with all Marina rules and regulations. The Marina may change, amend, or add to the Marina rules by posting or otherwise notifying Tiki Taxi of the change. In using the Marina, Tiki Taxi shall comply with all applicable laws,

ordinances, resolutions, rules, and regulations of federal, state, and local entities, including the ordinances and resolutions of the City. Tiki Taxi shall abide by these laws, rules, and regulations on Marina property, and within the boundaries of the City and its waterways. Tiki Taxi shall maintain current documentation of its Boat throughout the term of this Agreement. Failure to follow all abovementioned laws, rules, and regulations will result in the immediate termination of this Agreement.

5. Proof of Licensing: Upon execution of this Agreement and prior to being operation within the Marina, Tiki Taxi shall provide proof of the Boat licensure, licenses for anyone captaining the Boat, alcohol/liquor licensure, and any other applicable licenses for the Boat's activities. Upon the renewal of this Agreement, or whenever a license is renewed, proof of the renewed license must be provided to the City within five (5) days. Tiki Taxi shall maintain all required licenses at all times. Upon revocation, suspension, or removal of a required license, Tiki Taxi shall notify the City immediately and cease all operations in the Marina until such license issue is resolved to the satisfaction of the City. Failure to maintain all required licenses will result in the immediate termination of this Agreement.
6. Alcohol Consumption: Tiki Taxi shall abide by all federal, state, and local laws, rules, and regulations regarding the consumption of alcohol. All permits and licenses required for the sale and/or consumption of alcohol must be obtained and copies provided to the City. Tiki Taxi shall not overserve any passengers or customers or allow any passengers or customers to consume alcohol to excess. Tiki Taxi shall ensure all passengers and customers conduct themselves in a reasonable manner so as not to jeopardize the peace, quiet, or enjoyment of others or to jeopardize the health, safety, or welfare of any persons or property. Tiki Taxi shall be responsible for all acts and omissions of their passengers and customers while utilizing their services, to include their acts and omissions while on City property and within the Marina.
7. Insurance:
  - a. Commercial General Liability Insurance: Tiki Taxi shall at all times during the term of this Agreement maintain with an insurance company acceptable to the City, a public liability policy with limits of not less than \$1,000,000, naming the Marina and the City of Fort Pierce as additional insureds. The Boat Owner shall provide the Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement. No later than thirty (30) days prior to the expiration of a policy, the Boat Owner shall provide the Marina a copy of any insurance renewal documentation. All policies shall provide thirty (30) days advance notice by the insurance company to the Marina of any amendment or cancellation. Additionally, any contractors employed by the Boat Owner shall register at the Marina office prior to beginning work and provide proof of insurance naming the Marina and City of Fort Pierce as additional insureds, with a limit of not less than \$500,000.
  - b. Workers' Compensation Insurance & Employer's Liability: Tiki Taxi shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time

to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. If Tiki Taxi qualifies its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

- c. Marine Liability Insurance: Lessee shall provide Protection and Indemnity Insurance written on an occurrence basis, including third party liability, Crew Liability, Commercial Passenger Liability and USL & HW, for a limit of no less than one million and 00/100 dollars (\$1,000,000.00) per occurrence, combined single limits for bodily injury, illness and property damage.
  - d. Waiver of Subrogation: By entering into this Agreement, Tiki Taxi agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Tiki Taxi shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
8. Care of Slip: Tiki Taxi shall maintain any slip in use by the Boat in a clean and sanitary condition at all times. Tiki Taxi shall keep all docks adjacent to the slip clean and passable. Tiki Taxi shall not alter the slips, dock areas, or utilities services. Tiki Taxi shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on a slip without the permission of the Marina. Tiki Taxi shall maintain the Boat in a safe and presentable condition.
  9. Access to Boat: The Marina shall have the right to board the Boat when moored at the slip to determine compliance with the terms of this Agreement. Upon request, Tiki Taxi agrees to deposit with the Marina Manager/Director any keys which allow access to the Boat. Said keys shall be utilized by the Marina staff only in the event of an emergency or as otherwise directed by Tiki Taxi.
  10. No Warranties: The City makes no warranties, express or implied, as to the condition of the slips or the Marina (including floats, walkways, gangways, ramps, gear, and related items) or as to the suitability of the slips and the Marina for Tiki Taxi's intended purposes. Tiki Taxi acknowledges that Tiki Taxi had an opportunity to inspect the Marina and its slips prior to execution of this Agreement and agrees to accept the Marina and its slips in their current condition.
  11. Emergencies, Hurricanes, or Other Acts of God: Within four (4) hours of a tropical storm or hurricane watch for St. Lucie County and/or Indian River County, Florida, the Boat must be promptly removed from the Marina and will not be permitted back into the Marina until such time as the Marina Manager/Director deems it safe. Failure to remove the Boat within four (4) hours of said warning will result in the Marina and its employees or agents removing the

Boat from its slip, or taking any other reasonable actions deemed appropriate by the Marina to secure the Boat and protect the Marina's property, private property, or the environment. The Marina may charge a fee to the Tiki Taxi for any such actions taken. TIKI TAXI HEREBY WAIVES ANY CLAIMS OF DAMAGE AS A RESULT OF THE MARINA MOVING THE BOAT PURSUANT TO THIS PARAGRAPH.

12. Cumulative Remedies, No Waiver: The City's rights and remedies herein are cumulative in nature, and pursuit of any remedy shall not be deemed a waiver of any other legal remedies available. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach.
13. Assumption of Risk and Disclaimer of Liability: The Marina and its slips are to be used at the sole risk of the Tiki Taxi and the Boat. Tiki Taxi assumes the risk of use of the slips for its employees, agents, passengers, and customers. Tiki Taxi, its employees, agents, passengers, and customers, hereby release the City from any and all liability against the City. Tiki Taxi agrees that all passengers and customers of the Tiki Taxi within the Marina shall sign a waiver of liability in favor of the City.
14. Hold Harmless and Indemnification: Tiki Taxi agrees to indemnify and hold harmless the City, its officials, officers, agents, employees, and representatives from and against any and all claims, suits, actions, damages, liability, penalties, court costs, judgments, damages, losses, or expenses (including attorney's fees) for the loss, death, damage, or injury to any person or property, including the Boat, arising out of or in connection to Tiki Taxi's operation within the Marina, to include injury or death to any Tiki Taxi employee, agent, passenger, or customer while on the Boat or on City property to
15. Responsibility for Environmental Damage: Tiki Taxi shall be responsible for any environmental damage caused by Tiki Taxi, the Boat, or Tiki Taxi's employees, agents, passengers, or customers. Tiki Taxi shall comply with all environmental laws, rules, and regulations. Tiki Taxi shall pay the City for all expenses or liability incurred by the City due to the failure of Tiki Taxi, its employees, agents, passengers, or customers to comply with said laws, rules, and regulations.
16. Conduct: Any conduct at the Marina by Tiki Taxi or its employees, agents, passengers, or customers that might disturb or cause harm to any person, damage property, or harm the environment or reputation of the City is considered a nuisance and shall, at the sole option of the City, be cause for immediate termination of this Agreement. Such conduct includes, but is not limited to intoxication, illegal drug use, or any crime or infraction committed by Tiki Taxi or its employees, agents, passengers, or customers. A nuisance is presumed if the Marina staff requires the assistance of law enforcement or if one or more users of the Marina files a written complaint concerning disruptive behavior of Tiki Taxi or its employees, agents, passengers, or customers.
17. Security Service: The Boat Owner acknowledges the security service provided by the Marina is a courtesy only. The Marina bears no responsibility nor liability in the event that the Tiki

Taxi or the Boat's security is breached. Tiki Taxi acknowledges and agrees it is responsible for all security for its Boat.

1. Notices and Addresses: All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

CITY:  
City of Fort Pierce  
City Manager's Office  
100 North US Highway 1  
Fort Pierce, FL 34950

WITH COPIES TO:  
City Attorney's Office  
100 North US Highway 1  
Fort Pierce, FL 34950

City Marina  
c/o Marina Manager/Director  
100 North US Highway 1  
Fort Pierce, FL 34950

TIKI TAXI:  
Gene Kuyrkendall  
715 NW Flagler Ave STE 403  
Stuart, FL 34994

Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, or (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

18. Credit Application: If the City requests the Boat Owner complete a credit application, then this Agreement is subject to the credit application being completed by the Boat Owner and the Marina approving said credit application. If the Boat Owner fails to meet the Marina's credit requirements, this Agreement may be terminated by the Marina.
19. Sovereign Immunity: Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
20. Transfers and Assignments: This Agreement and Tiki Taxi's rights hereunder are not assignable. Any attempt to assign or sublet this Agreement is void and entitles the City to immediately terminate this Agreement.

21. Joint and Several Liability: The obligations of the Boat and each person executing this Agreement as Tiki Taxi are joint and several, and any act or signature of, or notice or refund to any one with respect to this Agreement shall be fully binding upon each of them.
22. 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.
23. Choice of Law and Venue: This Agreement shall be governed by the laws of Florida. Venue for any actions resulting from the Agreement shall be the state or federal courts of St. Lucie County, Florida.
24. Waiver of Jury Trial: EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT. EACH PARTY AGREES TO RESOLVE ANY LITIGATION THROUGH MEDIATION.
25. 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.
26. Lien on Boat: The City shall have a lien upon the Boat for all unpaid sums due to the City and for any damage caused or contributed to by the Boat or Tiki Taxi to City property. The City shall enforce such lien by any and all remedies available under state and federal law. tiki Taxi agrees to pay all legal fees and costs incurred by the City in such enforcement. The City shall have the right to move the delinquent Boat to accommodate other boats.
27. 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 the City and Tiki Taxi.
28. Marina Rules and Regulations: Tiki Taxi acknowledges it has received a copy of the Marina rules and regulations, and has agreed to abide by said rules and regulations.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

**ATTEST:**

**CITY OF FORT PIERCE:**

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Mayor

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
Sara Hedges, City Attorney

**WITNESSES:**

By: [Signature]  
Name: Kyle Kaufman  
Address: 2915 South Indon Road  
Deer Lake, FL 34982

By: [Signature]  
Name: Adam Rubitschek  
Address: 5308 Vespug Street  
Fort Pierce, FL

**TIKI TAXI:**

[Signature]  
Name: Gene Royr Kendall  
Title: Owner  
Date: 2/3/2025