

ROCK LANDING COMMERCIAL FISHING DOCK RULES AND REGULATIONS AND WAITLIST POLICY

The Rock Landing Commercial Fishing Dock was constructed by Wakulla County for the purpose of stimulating the local economy through the maintenance of a commercial fishing fleet. The facility is maintained and operated by the Wakulla County Parks & Facility Management Division under whose jurisdiction these Rules and Regulations and Waitlist Policy have been developed.

I. BOAT OWNERSHIP

- All Vessels must be owned by the Vessel Owner for the duration of the lease.

II. SALES, TRANSFERS, VESSEL SINKINGS

- The Vessel Owner must notify the Division in writing if he enters into a contract to sell, transfer or suffers the loss of the Vessel due to sinking, vandalism or natural disaster.
- When the Vessel Owner sells a Vessel which is subject to the lease or otherwise loses it due to accident, the Division shall have the option to terminate the Lease and relet the Slip to the next Vessel on the Waiting List. If the Division does not terminate the Lease, the Slip is not deemed vacant if the Vessel Owner provides written notification and a valid contract stating another Vessel will be acquired. The new Vessel must be in the same general size classification as the original Vessel to ensure the new vessel fits in the Slip. In such event, the Vessel Owner must remain current in Slip rental fees and obtain a replacement Vessel within one year from the date of sale or the sinking of the old vessel or the Lease will be terminated. The Division reserves the right to assign the Slip during the vacancy on a temporary basis to the next Vessel in line for the slip. A vessel owner using a temporarily vacant Slip does not jeopardize his place on any waiting lists for the next available slip.

III. HOMEPORT

- To be eligible for lease or renewal of a Slip the Vessel must utilize the Rock Landing Commercial Fishing Dock slip as its Homeport of operations. Homeport is defined as the location where the Vessel is based more than 6 months annually. The Division is permitted to review all pertinent records of the Vessel Owner to determine the Homeport of the Vessel.
- The Division has the authority to waive or vary the 6 month requirement if the Vessel Owner is able to prove extenuating circumstances and/or hardship. In the event the Vessel Owner fails to comply with Paragraph III, by failing to dock for six months and/or by failing to produce documents at the request of the Division, the Division shall have the right to terminate the Lease.

IV. FULLTIME FISHERMAN

- To be eligible for lease or renewal of a Slip the Vessel must be employed as a full-time fishing operation or license charter operation. Full-time is defined as fishing a minimum of 75 days annually.
- If the Rock Landing Attendant records indicate fewer than 75 fishing days, the Division is permitted to review all pertinent records to determine whether the Slip will be reissued. The Division has the authority to waive the minimum fishing days required if the Vessel Owner is able to prove extenuating circumstances and/or hardship.
- A Slip Lease is subject to revocation if the Vessel Owner fails to comply with Paragraph IV.

V. SLIP ASSIGNMENTS

- Assigned Slips must be used by the assigned Vessel only and may not be sublet, assigned or transferred to any other party.
- A Slip is intended for a single Vessel and may not be occupied by multiple vessels. Any occupancy of an assigned Slip by a vessel other than the Vessel described in the Lease shall be grounds for termination of the Lease.
- Specific assignments of Slips will be determined by the Division. To ensure that a vessel will fit a specific slip, not damage the pilings and not be a hazard to other vessels, the major criteria for slip assignments are vessel length, draft and breadth. The Division reserves the right to deny the use of a Slip to a Vessel if at least one 1 foot of clearance is not available between the poles and each side of the Vessel at its widest point.
- If a Slip becomes available, any remaining slip holder within the same size classifications, upon written request, may transfer to the available Slip, subject to the approval of the Division. However, if this transfer precludes the next person on the waiting list from being accommodated, the transfer will be denied. If more than one remaining Slip holder in the same size classification wishes to transfer to an available Slip, the Slip will be allocated to the Vessel Owner who first executed its Slip Lease with the Division.

VI. EQUIPMENT STORAGE/SIGNAGE

- No equipment storage will be provided on the Dock. The Vessel Owner is responsible for the maintenance, orderliness, and cleanup of all equipment and work areas. The Division or Rock Landing Attendant has the authority to confiscate and remove any equipment left on dock and dispose of it. The cost of disposal shall be deducted from the security deposit. If continued disposal is needed, the cost of disposal will be reflected in the following year's Lease fees for all Vessel Owners. Bait, waste oil, garbage and flammable liquids are prohibited from storage on the docks.
- Vessel Owners shall not be permitted to erect permanent signs on the Dock indicating the location of the Vessel. However, temporary placard type signs will be allowed while the Vessel is moored at the Slip and must be removed when the Vessel departs the Slip.

VII. PARKING/PERMITS

- The Vessel Owner and listed crew members are responsible for obtaining any required parking permits from the Division. This permit must be displayed on all vehicles at all times while in the lot. Vehicles without permits will be ticketed and towed at owner's expense.
- Parking must be in designated spaces only. Any vehicle parked out of these spaces may be ticketed and towed at owner's expense.
- Each Vessel Owner will be issued a key or other device to permit vehicular access to the Dock. Vessel Owner may remove the temporary piling blocking vehicular access to the Dock to allow its vehicle to enter and shall replace the piling upon removing the vehicle from the Dock. Failure to replace the piling may result in revocation of the right to access the Dock with a vehicle.
- Vehicles are allowed on the dock for delivery of supplies or maintenance only. Unattended vehicles not being used for specific maintenance duties may be ticketed.
- Vehicles should not be parked on the Dock for more than 15 minutes for the purpose of loading/unloading or repairs.

- Any vehicle parked on the Dock for more than one hour shall be subject to immediate removal and towing at the owner's expense.
- Any abuse of the right to drive onto the Dock which inconveniences other lease holders may result in the revocation of such right by the Division.

VIII. DAMAGE TO THE FACILITY

- Any damage or water pollution caused by the Vessel, Vessel Owner, or crewmembers to any part of the facility and/or to another Vessel must be reported to the Rock Landing Attendant or the Division immediately. The Vessel Owner may be held responsible for repairs needed due to negligence. The Vessel Owner is prohibited from modifying any part of the facility and/or equipment without the written consent of the Division.

IX. ALCOHOLIC BEVERAGES AND ILLEGAL DRUGS

- The use/consumption of alcoholic beverages and illegal drugs is prohibited on the Dock at all times. Violators will be prosecuted.

X. RENEWAL OF SLIPS

- Slip Leases are subject to renewal on an annual basis at the Division's discretion. To renew the Lease agreement the Vessel Owner must completely fill out the proper registration form and return it to the Division 30 days before renewal date.
- The following information must accompany the renewal application:
 1. Original/current certificate of documentation and registration of Vessel
 2. Any required fees—security deposit or prepaid rent
 3. Certificate of insurance

XI. LOTTERY AND WAITLIST PROCEDURE

- The initial occupants of the Slips will be identified through a lottery process. The Division shall accept applications for the lottery during an advertised period. The lottery shall be held on a date specified in the notice for lottery applications.
- At the lottery, 10 applications shall initially be drawn. Those 10 applicants will be notified that their applications were selected for Slip leases. Each lottery winner will then be required to execute a Lease agreement, provide documentation of the registration of the Vessel and required insurance and pay the security deposits. Any lottery applicant who fails to satisfy these conditions within 15 days after written notification of their selection in the lottery will be deemed to have waived the right to enter into a lease.
- Any lottery applicant whose Vessel exceeds the appropriate size for the Slip assigned to its Vessel shall have the right to request either a reassignment or to be placed at the top of the Waiting List for a Slip of appropriate size to accommodate the Vessel.
- During the lottery, 10 additional applications shall be selected and placed in order of their selection on the initial Waiting List. If there are any Slip openings 15 days after all of the original lottery winners have been notified of the opportunity to sign leases, the vacancies shall be filled from the Waiting List.
- Any remaining applications in the lottery shall be added to the Waiting List according to the date of filing of their application. If more than one application was received on the same day, the applications shall be listed alphabetically.
- Following the initial lottery, applicants will be added to the Waiting List on a first come,

first served basis.

- Upon a vacancy, the applicant at the top of the waiting list will be notified of the opportunity to execute a lease agreement. The applicant will have 15 days from the written notice of their selection to enter into a lease agreement, deliver evidence of registration and insurance for the vessel and pay the security deposit. Failure to satisfy these conditions within 15 days will result in the Division moving on to the next applicant on the Waiting List. In such event, the applicant who fails to satisfy the conditions in the specified time period shall be moved to the bottom of the Waiting List.

VIOLATION OF ANY RULE OR REGULATION CONTAINED HEREIN BY A VESSEL OWNER SHALL BE A BREACH OF SAID SLIP LEASE AGREEMENT AND SUBJECT THE VESSEL OWNER TO THE REMEDIES AVAILABLE TO THE DIVISION FOR BREACH OF THE LEASE.

As the owner of the Vessel named below, I knowingly acknowledge the Rules and Regulations listed above and agree to uphold and communicate these Rules and Regulations to my crew.

Owner Signature Date

Vessel Name