

HURRICANE
GUIDELINE
& INFO



Marina

hurricane

PREPARATION

All of us at Williams Island Marina appreciate your business and we are grateful that you have chosen us as your facility of choice for this year. We remain committed to providing you with first class service with a first class staff. We do, however want to remind you about your responsibilities during this time of year.

Hurricanes are a very real threat to South Florida during the summer months. Due to the proximity of the Atlantic Ocean and open bay areas, the full force of a hurricane in our area could be devastating to the remaining boats and buildings. In the event a severe storm or hurricane threatens our area, Williams Island Marina has a specific hurricane preparation and evacuation plan that we follow in order to protect our employees and our property. Please see the attached Florida Statue 327.59 that outlines your responsibilities and our remedies.

As a result, we require that our customers have their own hurricane preparation and evacuation plan in order to best protect your boat and our property. If you expect to be unavailable any time during the hurricane season, you must designate an appointed agent who has the authority to remove and or secure your boat in your absence, since we are unable to assume responsibility for securing or protecting the boats in our facility. Please note that if you choose not to evacuate from our facility after a hurricane watch or warning is issued, you may be found liable for damages or injury to other vessels, property or persons that may occur resulting from actions caused by your vessel.

Williams Island Marina reserves the right to charge for any services and supplies deemed necessary to help minimize the potential damage caused by your vessel. However, please understand that Williams Island Marina is under no obligation to perform such services or provide such supplies.

It is imperative that you fill in the information requested on the Hurricane Information Sheet in order to assist us in our preparation plans. Please return the completed sheet as soon as possible.

Please make sure you have taken the following precautions:

- Make sure you have a qualified individual on call to deal with your boat and its movement.
- Make sure your boat is in top mechanical condition.
- Make sure we have keys to your boat and a current phone number to reach you or your point of contact.
- Make sure you have secured and stowed all loose items on your boat if you leave it. (Canvas, outriggers and isenglass should be taken off and wrapped securely from wind damage.)
- Make sure you have proper and valid hull insurance in place. Proof of such insurance is required by Williams Island Marina in order to remain at our facility.

hurricane

INFO

	vessel's information	
name/slip no.		
length/make		

notes:

	owner's information	
name		
phone		
e-mail		

	captain's information	
name		
phone		
e-mail		

	emergency information	
name		
phone		
e-mail		

I acknowledge receipt of the Hurricane Preparedness letter and agree to inform Williams Island Marina of any changes to our contact information.

signature		
print name/date		



hurricane

FLORIDA STATUTE 327.59

Outlines your responsibilities and our remedies.

327.59 Marina evacuations.

(1) After June 1, 1994, marinas may not adopt, maintain, or enforce policies pertaining to evacuation of vessels which require vessels to be removed from marinas following the issuance of a hurricane watch or warning, in order to ensure that protecting the lives and safety of vessel owners is placed before interests of protecting property.

(2) Nothing in this section may be construed to restrict the ability of an owner of a vessel or the owner's authorized representative to remove a vessel voluntarily from a marina at any time or to restrict a marina owner from dictating the kind of cleats, ropes, fenders, and other measures that must be used on vessels as a condition of use of a marina.

After a tropical storm or hurricane watch has been issued, a marina owner or operator, or an employee or agent of such owner or operator, may take reasonable actions to further secure any vessel within the marina to minimize damage to a vessel and to protect marina property, private property, and the environment and may charge a reasonable fee for such services.

(3) Notwithstanding any other provisions of this section, in order to minimize damage to a vessel and to protect marina property, private property, and the environment, a marina owner may provide by contract that in the event a vessel owner fails to promptly remove a vessel from a marina after a tropical storm or hurricane watch has been issued, the marina owner, operator, employee, or agent may remove the vessel, if reasonable, from its slip or take whatever reasonable actions are deemed necessary to properly secure a vessel to minimize damage to a vessel and to protect marina property, private property, and the environment and may charge the vessel owner a reasonable fee for any such services rendered. In order to add such a provision to a contract, the marina owner must provide notice to the vessel owner in any such contract in a font size of at least 10 points and in substantially the following form:

NOTICE TO VESSEL OWNER

The undersigned hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined between the marina owner or operator and the vessel owner) after the issuance of a tropical storm or hurricane watch for (insert geographic area), Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

(4) A marina owner, operator, employee, or agent shall not be held liable for any damage incurred to a vessel from storms or hurricanes and is held harmless as a result of such actions. Nothing in this section may be construed to provide immunity to a marina operator, employee, or agent for any damage caused by intentional acts or negligence when removing or securing a vessel as permitted under this section.

History.--s. 22, ch. 93-211; s. 11, ch. 95-146; s. 464, ch. 95-148; s. 2, ch. 95-150; s. 2, ch. 2006-309.



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