

**FACILITY USE AGREEMENT
FOR UPLAND SINGLE OCCUPANCY RESTROOM
BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AND
PORT SALERNO COMMERCIAL FISHING DOCK AUTHORITY**

This Facility Use Agreement (herein 'Agreement') is entered into on the ____ day of _____, 2026 by and between Martin County, a political subdivision of the State of Florida, (hereinafter 'County'), and Port Salerno Commercial Fishing Dock Authority, Inc. a non-profit corporation, located in Port Salerno, Florida (hereinafter 'User').

WITNESSETH:

WHEREAS, the County seeks to continue supporting its rich history of commercial fishing, which has shaped the local economy and culture. Commercial fishing is a priority of waterfront land uses.

WHEREAS, the User fosters an organization of full time Martin County residents who are actively engaged in commercial fishing.

WHEREAS, since 2004, the User has leased certain upland real property along Manatee Park, SE Park Drive, Stuart, Florida, from the County which is adjacent to the submerged lands that is leased between the County and the State of Florida.

WHEREAS, the User has maintained portable toilets at its leased location. The User and the County seek to eliminate such portable toilets, and to further sanitary and environmentally friendly conditions for the local resident members of this commercial fishing organization.

WHEREAS, in 2025, the County constructed the Manatee Pocket Mooring Field Upland Facility (herein 'Facility') This facility houses toilets, sinks, showers, and laundry facilities for registered guests of the County's public mooring field located within Manatee Pocket. There is contained in this Facility a single occupancy restroom which contains one toilet and one sink, without access to the showers or laundry facilities.

WHEREAS, the User agrees to permanently remove from its location all temporary toilets and freestanding dumpsters and shall deposit its trash and garbage into its own enclosed dumpsters located in an enclosure, which shall be erected as stated below, on the subject property. In exchange, the County agrees to permit the User to access the single occupancy restroom under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **TERM** The term of this Agreement shall be for a period of twelve (12) months, beginning October 1, 2025, through and including November 1, 2025. The term of

this Agreement shall automatically renew for twelve (12)-month terms, unless terminated pursuant to paragraph 29 below.

2. **SITE** The County and User (collectively 'Parties') agree that the User will be given access only to the single occupancy restroom (herein 'single-restroom') located in the Facility. The specific restroom will be designated by the Parks and Recreation Director, or his/her designee. The single-restroom contains one toilet, one sink, and a mirror. Nothing herein shall grant the User access to the showers, washer, dryer or any other areas of the upland facility
3. **USE OF FACILITY** The County hereby authorizes the User's members, contractors, vendors, lessee, and sublessees (collectively 'User's Authorized Persons') to utilize the single-restroom. User shall not allow, permit, or authorize access by the general public. Any restroom use by a person not herein authorized is a basis for immediate termination of this agreement.
4. **BADGES OF ACCESS** The User's Authorized Persons shall access the single-restroom by using a County issued electronic badge. Up to ten (10) badges will be issued to the User and maintained under the custody and control of a designated member of User (herein 'Badge Custodian'), whose title, name, email, and phone number will be provided to the County in writing upon issuance of the badge and updated via email annually. In the event the name of the Badge Custodian changes, the User shall notify the County immediately, and no less than one eight-hour business day, of the change in name, email, and phone number.
5. **LOST BADGES** Any badge that is lost shall be reported immediately, and no less than 24 (twenty-four) hours of loss, to the County Dockmaster so that the County can terminate access from the lost badge. Where notification is made after business hours, it is likely that access will remain on until the next business day. In addition to paragraph 17, User shall remain responsible for all damages and liabilities that occur to the facility by way of access with the lost badge until access can be terminated, regardless of when notification was made. There shall be issued a cost to the User for the replacement of any lost badge. Such cost will be invoiced in writing to the User, to be paid within 30 days of receipt.
6. **DATES AND TIMES OF ACCESS** Access to the single-restroom shall be made available 24-hours a day, seven days a week. County reserves the right to make changes to the dates and times and shall notify the User in writing of any changes.
7. **CLOSURE** The County shall have full authority and control to temporarily restrict access to the single-restroom due to security issues and where closure of the single-restroom is for the protection of individuals and the property, including declarations of emergency. The County shall use all best efforts to notify User 48 hours in advance if scheduled maintenance is to occur that will make the single-restroom unavailable.

8. **TEMPORARY TOILETS** Within seven days of obtaining access to the single-restroom, User shall remove all temporary toilets located on the leased premises at SE Park Dr. These temporary toilets shall not be relocated within ¼ of a mile of the leased premises while this Agreement is in effect.
9. **RECOGNITION OF CONDITION** User recognizes and is aware the single-restroom was constructed in April 2025 and User is the first and only person/entity to utilize the single-restroom facilities. Since its completed construction, User acknowledges that the condition of the single-restroom is deemed to be in excellent condition, as opposed to good, fair, or poor.
10. **DAMAGES AND REPAIR** Any and all damage to the single-restroom shall be immediately reported to the County. User shall submit a "Request For Service", (herein 'RFS') via the County's website at: <https://rfs.martin.fl.us> The submission shall be submitted under Request Type: 'Park Facility Maintenance and Repairs'. The County will handle all repairs and maintenance of the single-restroom. Since User is the only entity with use and control over the single-restroom, the User shall reimburse the County for all repairs and maintenance done, including labor and parts. Payment for the expenses shall be made within 30 days of the User receiving an invoice explaining the repairs made.
11. **MODIFICATIONS, RENOVATIONS, STRUCTURAL CHANGES** User and User's Authorized Persons shall not engage in any modifications, renovations, or structural changes to the single-restroom. User and User's Authorized Persons shall not affix, whether permanently or temporarily, any structures, objects, papers, posters, fliers, or any item to the interior or exterior of the single-restroom. User and User's Authorized Persons shall not paint, repair, replace, remove, or install any fixtures or objects attached to, or contained within, the single-restroom. In the event User deems the single-restroom is in need of modification, User may notify the County in writing of such a request. The County is not required to grant any requests.
12. **INSPECTION** The County will regularly inspect the restrooms. In the event the County finds the single-restroom in any condition other than excellent condition, use of the single-restroom will be terminated. Less than excellent condition includes, but is not limited to: garbage, liquid, waste, mud, or dirt on the floor, walls, or mirrors; toilet clogged; toilet overflowing; sink clogged; sink overflowing; broken handles; broken locks; broken glass; broken door.
13. **RESTOCKING** The County will maintain and restock the facilities with supplies, namely toilet paper and soap.
14. **NO FISH CLEANING, BATHING, OR FOOD** The single-restroom shall not be used as a means to clean any fish or fishing equipment, nor as a means to shower or bathe. User and User's Authorized Persons shall not dispose of food, food

containers, bottles, cans, or cups in the single-restroom trash receptacles. User and 's Authorized Persons shall use its own dumpster for such garbage.

15. **NO SMOKING AND DRINKING** User and User's Authorized Persons shall not smoke or vape any product, or consume any alcohol at or in the Facility.
16. **DOOR** The door to the single-restroom shall remain closed and locked at all times and in no event shall be left propped open, nor shall any locking mechanism be tampered with as a means to override the locking system. User is responsible and liable for any damage caused by anyone, including but not limited to trespassers entering the single-restroom due to the door being left open or accessible.
17. **RESPONSIBILITY** User is responsible and liable for all actions and damages causes to the facilities and access area by all persons the user has allowed to use the facility, even if user allowed an unauthorized person to use the facility. User is responsible for all actions and damages caused by known or unknown person who access the facility by use of a lost badge.
18. **ACCESS AREA** The Facility has a concrete walkway around the building with a ramp and stairs leading to the single-restroom. User and User's Authorized Persons shall not leave any items on the access area, stairs, ramp, or around the building, and shall ensure the area is maintained and kept clean and clear.
19. **FLOORING** User is responsible for the condition of the floor at all times and shall immediately clean up any spilled materials off of the floor.
20. **WEAR AND TEAR** Upon termination of this Agreement, County will repair the facility for any wear and tear and User shall reimburse County for all expenses incurred to return the facility to the excellent condition. County will provide User an invoice outlining such costs incurred. User shall pay said invoice within 30 days of receipt.
21. **DUMPSTERS** The County, through its Community Redevelopment Agency will be constructing a dumpster enclosure located on the County's Right of Way, adjacent to Park Drive. The enclosure will be designed to hold a single 4 (four) Yard dumpster. Within thirty (30) days of completion of the dumpster enclosure, the User will permanently remove all its freestanding dumpsters and have its own single dumpster placed within the enclosure. The User will not maintain any other dumpsters on the leased premises, nor within ¼ of a mile of its leased premises. The User is not authorized to utilize the County's dumpsters. The County will not be responsible for the maintenance of, the emptying of, nor the cost for emptying the User's dumpster. The User is responsible for proper and lawful emptying of its dumpster, and all costs associated with such. User is responsible for the maintenance and the cleanliness of the enclosure, which shall include removing garbage that falls outside the dumpster, ensuring garbage, and trash is placed inside, and not next to, the dumpster, power-washing the enclosure, and

maintaining the painting of the enclosures. No stickers, graffiti, or signs shall be hung or affixed to the enclosure. The User shall maintain the paint on the enclosure, and shall ensure any touchups or full paintings match the current color of the enclosure, or is the exact color of the facility; if User seeks to utilize a different color, User shall obtain the approval of the County prior to doing so.

22. INCORPORATION Failure of User to maintain incorporation status with the State of Florida may be a basis for immediate termination

23. INSURANCE User must maintain insurance as stated below throughout the term of this Agreement or any renewals or extensions:

- a. General Liability: User will provide the County with proof of Comprehensive General Liability Insurance prior to accessing the facility and will maintain this Insurance throughout the term of this AGREEMENT. This Insurance shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly, from the exercise of the use granted under the AGREEMENT. Insurance coverage shall have minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit of bodily injury liability, and Two Million and 00/100 Dollars (\$2,000,000) aggregate.
- b. Workers' Compensation: If applicable by law, User shall have Worker's Compensation coverage, including employers' liability, as required by Chapter 440, Florida Statutes.
- c. Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the state with an A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County
- d. Certificate of Insurance Policy Requirements:
 - i. A Certificate of Insurance complying with these requirements must be provided to the County prior to User accessing the Facility.
 - ii. Each insurance policy shall include a waiver of subrogation.
 - iii. General liability policy shall include the County as an additional insured and should be shown on the COI as "Martin County, a political subdivision of the State of Florida, and Martin County Board of County Commissioners and its officers, directors, employees, agents, and representatives".
 - iv. General liability policy shall apply as primary and non-contributory.
 - v. Certificate Holder:
Martin County Board of County Commissioners
Attn: Parks and Recreation
2401 SE Monterey Road
Stuart, FL 34996

24. INDEMNIFICATION User shall defend, indemnify, and hold harmless the County, its elected officials, employees, and agents, from all claims, suits, causes of action, losses or liabilities of any character brought on account of any injuries or damages received or sustained by any person or property arising out of or resulting from the use of the single-restroom as provided under this Agreement, except claims arising from the sole negligence of the County. Nothing herein shall be construed to be a waiver of the County's sovereign immunity, provided by the Florida Constitution or the provisions of Section 768.28, Florida Statutes or a consent by the County to be sued by a third party.

25. AMENDMENT This Agreement may only be amended by written agreement of the Parties.

26. PRE-LITIGATION The Parties agree that prior to the filing of any lawsuit, the Parties shall first engage in an informal dispute resolution process whereby the County's designee and the User's designee will meet in person at the County Offices, or by video with mutual consent, to discuss and resolve in good faith any sort of dispute related to this contract.

In the event the informal dispute resolution does not resolve the issues, then the Parties shall engage in mediation. Said mediator shall be mutually acceptable to both Parties to conduct a mediation of the issues involved. The mediation shall take place in person, and shall be conducted in Martin County, unless both Parties agree otherwise as to location. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party.

27. LITIGATION This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to, or in connection with, this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, COUNTY AND USER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING ANY ADVISORY JURY. The Parties expressly agree that each Party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

28. NOTICES All notices, invoices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be either emailed, hand delivered by messenger or courier service, or US mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

AS TO MARTIN COUNTY:

Parks and Recreation Department
Kevin Abbate, Director
County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida 34996
Phone 772-22-1418
kabbate@martin.fl.us
Harbormaster:
MPmooring@martin.fl.us

WITH A COPY TO:

Martin County Attorney
County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida 34996
Phone 772-288-5442
LegalEsvc@martin.fl.us

AS TO PORT SALERNO .:

Port Salerno Commercial Fishing Dock Authority
Butch Olsen, Jr. Executive Director
PO Box 567
Port Salerno, FL 34992
Phone: 772-263-1735

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date emailed if by electronic email, so long as the email is not returned as 'undeliverable' and (c) 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, if mailed.

29. TERMINATION

- a. Either party may terminate this Agreement at any time, without cause, upon ninety (90) days written notice to the other party. The County reserves the right to terminate this Agreement for any failure by the User to abide by the requirements and responsibilities stated within this Agreement or any other circumstance that, in the County's sole and complete discretion, necessitates a cancellation but only after first providing the User with a thirty (30) day grace period to resolve any violations.
- b. The County may prohibit any individual Authorized Person's access to the single-restroom upon a finding of abuse of the use of the facility by that individual.
- c. In the event of a termination of this Agreement, User is not prohibited from placement of portable toilets on its leased property, so long as placement is proper and legal within the parameters of the lease agreement, County Code, and state and federal law.
- d. In the event of a termination of this Agreement, County's discretion will be exercised as to the dumpster enclosure. Said discretion is not limited to the total removal of the enclosure; to keeping the enclosure in place but requiring the User to remove its dumpster from the enclosure; to allowing the User continued use of the enclosure with or without a fee; to conversion of the enclosure for another County use. If User is required to remove its

dumpster from the enclosure, User is not prohibited to placement of a dumpster on its property, so long as placement is proper and legal within the parameters of lease agreement, County codes, and state and federal law.

30. ENTIRE AGREEMENT This Agreement constitutes the complete, full and wholly independent agreement among the Parties to this Agreement with regard to the single-restroom matter contained herein. This Agreement supersedes all prior written or oral representation, statements, and undertakings among the Parties to this Agreement with respect to the single-restroom matter and all other things addressed herein. This Agreement is separate and distinct from any lease agreement between the County and User and this Agreement shall not be construed as an amendment to any lease, nor as a superseding document to any lease.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement between Martin County Board of County Commissioners and Port Salerno Commercial Fishing Dock Authority as of the day and year first above written.

BY: Port Salerno Commercial Fishing Dock Authority, Inc.

Thomas Haluska
Signature

THOMAS HALUSKA
Printed name

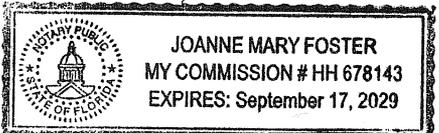
PRESIDENT
Printed title

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn to or affirmed and subscribed before me by means of physical presence or online notarization this 7th day of February 2026, by Thomas Haluska (name) of Port Salerno Commercial Fishing Dock Authority, Inc., on behalf of the entity.

CHECK ONE:
 personally known to me OR
 produced _____ as identification.

Joanne Mary Foster
Signature of Notary Public - State of Florida
(Print, type, or Stamp Commissioned Name of Notary Public)



MARTIN COUNTY, FLORIDA

DON G. DONALDSON, P.E.
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ELYSSE A. ELDER
COUNTY ATTORNEY