

Annual Boat Dockage Lease Agreement 2020-2021

This Lease is made this 1st day of October 2020 between
Mariner Pointe Condominium Association, Inc. a not-for-profit corporation having its mailing address: 760
Sextant Drive, #1421, Sanibel, FL 33957(hereinafter referred to as the "Association"), and

_____, the owner of Unit _____ at Mariner Pointe, Sanibel, FL 33957 (hereinafter referred to
as "Owner").

WITNESSETH:

The Association hereby leases to Owner, and the Owner agrees to accept from the Association, that certain
common element dock space or slip, identified as **Slip No.** _____, subject to the following terms and
conditions:

(Owner to Complete Following)

1. Ownership of Boat. The Owner represents that he is the Owner of the following described boat:

Name of Boat _____ Power _____ Sail _____ Year _____

Color _____

Boat Model _____ Length _____ Beam _____ Draft _____

Registration or Documentation No. _____ Mfg. Hull ID No. _____

Engine Make _____ Model _____ Horsepower _____

Home Port _____

Insurance Agent _____ Company _____

Insurance Co. Address & Telephone No. _____

Policy No. _____ Policy Type _____ Expiration Date _____

Limits _____

Names, addresses and phone numbers of other persons authorized to use or access boat
_____.

2. Term. The term of this Agreement shall commence 10/1/2020 and shall continue in full force until
9/30/2021 unless terminated for cause by the Association. The terms of this Lease shall continue in force
and effect until title to the unit is transferred in any manner from Owner including, but not limited to
sales, gifts, exchanges, contracts for deed, and transfer occasioned by inheritance; upon such transfer
this lease terminates and all right and interest in the referenced dock slip provided in this Agreement
reverts to the Association. Additionally, Association may terminate this Lease at its option, upon any of
the following events:

- a. Delinquency in payment of unit common expense assessments by Owner for a period of sixty (60) days or more;
- b. Owner's right to dock terminates under the terms or conditions of the Association's Bylaws, Rules or Regulation, or the current Boat Dock Rules;
- c. Failure of Owner to satisfy the terms and conditions of the Lease,
- d. As otherwise provided in the Lease.

- 3. Responsibility of Owner.** Owner shall be responsible for maintaining his own boat slip and equipment (i.e., lines, whips, hoses, dock boxes, etc.) in good condition at his own expense; provided however that owner shall make no improvements, alterations or additions to the docks, piers or other structures without prior consent of the Association or its agent The Owner shall maintain his boat in a seaworthy and presentable condition. If Owner fails to remove the boat from the premise after termination of this Lease, the Association may have the boat towed away and the Owner hereby agrees to pay or to reimburse the Association for all expenses incurred in towing and storage of the boat, and the costs involved in the removal of the boat. Owner shall exercise due care in the use of the dock facility and agrees to vacate the same in good condition, ordinary wear and tear excepted. Owner shall be responsible to make repairs or to reimburse the Association for the cost of repairing any damage done to the dock due to the negligence of the Owner or guests in the operation of said boat and the use of the boat dock. Owner shall be responsible for the costs, damages, or expenses caused by pollution from his vessel or his use of boat and harbor facility.
- 4. Liability For Damage; Insurance.** Owner shall at all times during the term of this Lease maintain liability insurance covering Owner and Association for any damage to the dock and harbor facility, other boats docked at the dock facility and personal injuries and property damages arising due to use of the boat and dock facilities by Owner or his guests, and **shall provide the Association a certificate of insurance naming Mariner Pointe Condominium Association, Inc as additional insured.** The minimum liability coverage shall be \$500,000. The limits and coverage's provided by owner must be under terms and conditions acceptable to the Board of Directors in their sole discretion as amended from time to time.
- 5. Indemnification.** Owner hereby indemnifies and agrees to hold the Association, and its officers, agents, and employees, harmless against all claims, actions, proceedings, damages, and liability, including reasonable attorney's fees, arising from or connected with Owner's possessions and use of the dock slip. Owner hereby agrees to assume all responsibility for the boat and to assert no claim of coverage under any insurance policy of the Association for claims arising out of such use. Association shall not be responsible for theft of the vessel or any personal property therein or a part thereof nor shall Association be responsible for any damage to the boat.
- 6. Rules and Regulations.** Owner agrees to abide by all of the Rules and Regulations and Boat Dock Rules promulgated at the time of the execution of the Lease by the Association. Owner acknowledges receipt of the Boat Dock Rules in effect at the time of execution of this License.
- 7. Acceptance of Premises.** Owner acknowledges that he is satisfied that said space is adequate for safe mooring of his vessel and accepts the said dock area in its present condition.
- 8. Gender.** Whenever referring to the Owner, the term "his" as used herein shall apply equally to the feminine gender and the singular shall apply to the plural.
- 9. Non-Assignability.** This Lease shall not be assigned by the Owner and shall not be considered as part of or appurtenant to any unit in Mariner Pointe Condominium.

10. Binding Effect. This Agreement shall be binding upon the Owner, his heirs, personal representatives, successors and assigns, and upon the Association and its successors and assigns.

11. Attorney's Fees. Should litigation arise out of the rights and responsibilities of the parties-under this Lease, Lessee shall pay all attorney's fees and expenses Lessor incurs in successfully enforcing any obligation of the Lessee hereunder, or in connection with any litigation or negotiations in which the Lessor shall, without its fault, become involved through or on account of this Lease.

12. Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida.

13. Severability. In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, and remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

14. Entire Agreement; Modification. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement or intention regarding the subject or intention regarding the subject matter hereof has been made by any party which is not set forth in the Agreement This Agreement shall not be modified, altered or amended except by an instrument in writing signed or on behalf of the parties hereto.

15. Payment: This lease agreement is subject to payment of \$ _____.

Mariner Pointe Condominium Association, Inc.

Owner Signature:

By: _____

Printed Name _____

Printed Name _____

Title _____

Co-Owner Signature (if applicable)

Printed Name _____