
Marina Agreement **Rules and Regulations**

Slip Use and Maintenance Fees and Other Charges

The slip space is to be used at the sole risk and expense of the owner, their family members, and guests. The Boca Highland Beach Club & Marina shall not be liable for the care, protection or upkeep of the boat (including her gear, equipment, and contents) or for loss or damage of whatever kind or nature to the boat.

The Owner agrees to pay the Operator an annual use and maintenance fee, starting November 1st of each year, in an amount equal to \$40.00 per foot per year (fees will be based on slip size or boat length, whichever is longer) plus state sales or use tax, where applicable. The use fee shall be billed and payable on an annual basis in advance.

**An Owner who leases a slip on a less than annual basis will be charged the rate of \$9.00 per foot per month (based on slip size or boat length, whichever is longer).

****NO Refunds on Slip Rental Fees****

Only Owners or “approved” Lessee of the Boca Highland Community may use slips within the Boca Highland Beach Club & Marina. Boats must be maintained in good condition and under their own power in order to be admitted to docks within the marina area. Any Owner who leases their dwelling is not entitled to have use of a slip in the marina for the duration of the lease and must remove the vessel within 15 days of the lease. The lessee has the right to lease a slip with certain considerations. The lessee must pay for the full lease period in advance, plus a \$3000 refundable deposit for the said slip. Upon termination of lease, if the slip and surrounding area are left in its original condition, the full deposit will be refunded. In addition, the condo owner must sign an agreement assuming total responsibility and an indemnification clause relating to the leasing of the slip to his lessee. The vessel must be registered and insured in the name of the lessee. Unauthorized vessels will be towed to the towing company of record as posted in the marina.

Slips will be assigned by the Boca Highland Beach Club & Marina Manager with the help of the Marina Committee. No changes in slip assignments will be made without the written consent and permission of the Boca Highland Beach Club & Marina Manager. No-slip holder has a right to any specific slip. Assignments of slips are at the sole discretion of the marina manager and can be changed if necessary for the proper administration of the marina.

Information Needed Prior to Occupying a Slip

The Owner is required to provide proof of vessel ownership, proof of vessel insurance, and proof of residency at Boca Highland. The Owner must be named as the insured on the vessel's insurance policy. Boats must be titled and used exclusively by said resident to be docked in the marina. A vessel titled to a business/corporation must reflect the resident's name on the insurance declaration page and the resident must be present at all times when the vessel is used. All vessels must provide a copy of a current coast guard or a state registration. If the vessel is registered offshore then a current cruising permit must be provided.

The Owner shall maintain throughout the term of the slip use agreement, property hazard insurance sufficient to insure against loss or damage to his or her boat and boat owner's liability insurance coverage in an amount not less than one hundred fifty thousand dollars (\$150,000.00) per occurrence. The owner agrees to furnish proof of insurance with Boca Highland Beach Club & Marina, Inc. as a named insured.

Owner's Responsibilities

Owner will ensure that only the "Owner" and/or licensed and insured Mechanics/ Captains are operating vessel within Boca Highland Marina. The Mechanic can only operate the vessel for maintenance purposes.

Owner will provide name and contact information of a qualified individual who is available to act in the owner's absence.

All Operators of vessels shall observe minimum headway speed "no wake" and other "rules of the road" when in marina waters. Vessels shall at all times comply and be operated in compliance with all applicable Boca Highland Beach Club & Marina, city, county, state and federal laws and all rules and regulations pertaining to the operation and storage of watercraft.

No person shall be permitted to remain overnight on any vessel docked in the marina. No one shall live aboard a boat within the Boca Highland Community.

It will be the owner's responsibility to keep their slip(s) and Dock box (es) in orderly and clean condition.

It is the responsibility of each owner to maintain their vessel in such a condition that it does not become unsightly or reflect unfavorably upon the appearance or standards of this marina.

Major repairs or refitting of vessels are not permitted in the marina. Minor repairs, mechanical adjustments and touch up painting are permitted.

The use of charcoal burners or any open flame equipment is strictly prohibited on the docks or any boat in the Boca Highland Marina.

Owners shall exercise discretion in operating radios, audio equipment, or other noise-making devices so as not to create a nuisance. The volume will be reduced if a request is made. Repeated violations will result in the loss of a slip lease.

No refuse shall be thrown overboard. All garbage and trash shall be placed in receptacles provided. Overboard discharge of sewage, oil, fuel, or grease is strictly prohibited and is a violation of federal and state laws. Offenders are subject to loss of slip lease as well as large fines and/or imprisonment.

Swimming or fishing (or the cleaning of fish) in the marina is prohibited.

Laundry/ flags or any other items shall not be hung up in view aboard any vessel in the marina.

No advertising or soliciting is permitted onboard or on marina property. The marina bulletin board may be used to display an owner's boat for sale. Call the Boca Highland Beach Club & Marina: 561-391-2461.

Only **approved** dock boxes shall be utilized in areas designated by the Marina Committee (coolers are counted as a dock box). Dock boxes must be installed by Boca Highlands and will become property of Boca Highland once installed.

No alterations or devices of any nature may be secured, permanently or temporarily, to the marina docks or property without the prior **written** approval of the Boca Highland Beach Club & Marina Manager.

The Owner will hold harmless any person, persons or the Boca Highland Beach Club & Marina or its personnel who may, under "Good Samaritan" or emergency conditions, board a vessel to correct a situation to avoid damage to it and/or other boats in the marina.

There shall be no chartering from Boca Highland Beach Club & Marina docks. Only Pleasure boats are to be docked in the marina. Absolutely no commercial boats of any kind are allowed.

It is the responsibility of the boat owner to make arrangements with the electric company (FPL) to energize the meter assigned to the subject slip.

Uses of bicycles, skateboards, rollerblades or similar devices are not permitted on the marina seawalls or docks.

Children under the age of 12 are not to be left unattended on the seawalls, boats, or docks in the marina.

Boat owners are responsible for the proper disposal of oil, batteries, and repair parts. It is the responsibility of the boat owner to ensure that maintenance personnel removes from the premises oil, batteries and repair parts that have been used.

ABSOLUTELY NO GASOLINE OR ANY OTHER FLAMMABLE SUBSTANCES ARE TO BE STORED ANYWHERE IN THE MARINA other than on the boat.

Compliance with this Agreement and the Marinas Rules and Regulations

Each Owner, on behalf of his/her family members and guests, is required to strictly comply with the terms of this Agreement and such marinas rules and regulations as the Center Board may from time to time promulgate. Failure to comply shall result in the termination of this Agreement.

Owners on behalf of themselves, family members or guests, shall jointly and severally indemnify and hold the Boca Highland Beach Club & Marina and its employees, contractors, agents, and assigns, harmless against any loss damage, suit or claim including any related costs of attorney fees arising out of owner's, their family member's or guest's use of the boat or slip space under the slip use agreement.

The Boca Highland Beach Club & Marina gives no warranty of any kind whatsoever as to the condition of the slips, walks, ramps, gangways, piers, floats, pilings or moving gear. Nor shall the Boca Highland Beach Club & Marina be responsible for injuries to any person or property resulting from the owner's use of the marina.

Securing Vessel and Hurricane Procedures

In the event of emergency or Act of God, it shall be the responsibility of the owner to make arrangements for the safe securing or evacuation of their boat. In the event the owner fails to make such arrangements, the boat may be secured or towed by the Boca Highland Beach Club & Marina to another anchorage, which shall be at the owner's expense and risk. Nothing contained herein shall obligate the Boca Highland Beach Club & Marina to perform such services on behalf of the owner nor shall the Boca Highland Beach Club & Marina be liable for any damage as a result of these actions or inactions.

Owners are solely responsible for the proper mooring of their vessels and maintain mooring lines in good condition and sufficiently strong to secure their vessels at all times. *No boat will be allowed to be tied up with 3/8" lines. All boats up to 30' require 1/2" lines. All boats from 31'-40' require 5/8" lines. Boats above 40'*

require 3/4" lines. All electrical lines must be secured so as not to drape into the water causing electrolysis which deteriorates the zinc on all boats in our marina.

Water hoses, or any other cables or lines, may not be left lying above deck on walkways or finger slips. Arrangements should be made to re-route & secure said lines under the decking to avoid a tripping hazard.

No vessels shall be docked in a finger pier in such a manner that any portion of the vessel protrudes beyond the perimeter of the slip more than the distance approved by the Boca Highland Beach Club & Marina for that slip.

Lifts

NO additional boat lifts are permitted to be installed in the marina.

Termination of Agreement

The Owner's rights and obligations under this agreement shall be in effect until the expiration of the usage term unless sooner terminated pursuant to one or more of the following:

- a. by the destruction of the slip facilities by fire, storm or other casualties, or if the slip facilities otherwise become unavailable, in which event the Owner's right to use the slip and his responsibilities under this Use Agreement shall be abated (without reimbursement for use fees paid) until the slip facilities are restored;
- b. in the event Owner shall make a bona fide sale of his or her boat in which event the Owner shall have the following option:
 - i. providing Owner replaces his/her boat within 12 months of the date original boat is sold, to continue to use the subject marina slip in accordance with the terms and conditions of this agreement.
 - ii. in the event Owner does not replace his/her boat within 12 months of the date the original boat is sold, the Operator may offer the subject slip to those dwelling unit owners requesting a slip on a first come first serve basis provided that said slip is first made available to those dwelling unit owners listed on the "waiting list" maintained by the Operator.
- c. By breach or default as provided in Paragraph below.
- d. By written notice of termination by the Operator or the Center Board pursuant to this Agreement.
- e. Notwithstanding anything contained in this Agreement, in the event Owner, shall sell his/her dwelling until or is no longer a dwelling unit owner within the Boca Highland community the subject slip shall be made available to the other dwelling unit owners.
- f. Under no circumstances will any use and maintenance fees be refunded.

Owner's Default

The owner agrees to comply with all of the terms, conditions, and obligations of this Agreement and covenants to abide by the rules and regulations promulgated by the Operator and Center Board. Should a breach of this Agreement or violation of rules and regulations occur, the Operator shall furnish Owner with advance written notice of such default and give Owner 15 calendar days, within which to cure said default. If not cured this Agreement, at the option of Operator, shall immediately terminate and the Operator may remove the Owner's boat from his/her slip space at Owner's risk and expense and retake possession of the subject marina slip. The Operator shall have the right to impose a lien against the above described boat, her appurtenances and contents, for any and all unpaid sums due or to become due for use of slip facilities or other services, including attorney's fees and costs incurred by the Operator to enforce the provisions of this Agreement, and for damage caused or contributed to by the boat or by Owner to any slips or property or Operator.

Preauthorization to Remove Vessel

Any slip holder who is noncompliant with these rules will have 30 days to make the necessary corrections. Any slip holder, who is more than 30 days noncompliant or more than 15 days late in his payments, after written notice to last given address, will have their vessel removed from the marina at the slip holder's expense. No monies will be refunded.

Owner's Acknowledgement initial here _____

By signing below you agree to the terms and conditions of this lease agreement.

Sign Name

Date

Print Name

Slip #