

## **BOAT SLIP RENTAL AGREEMENT**

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year). This Boat Slip Rental Agreement (hereinafter referred to as the “agreement” or alternatively as the “rental agreement”) is entered into on the above date by and between Northlake Villas Condominium Association, Inc. (hereinafter referred to as the “Association”) as owner of Slip # \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as the “Renter”) with an address of \_\_\_\_\_ for the dockage of a \_\_\_\_\_ (year) \_\_\_\_\_ (ft) \_\_\_\_\_ (make boat). Registration # \_\_\_\_\_.

1. **Limit on Use.** This Agreement only applies to allow dockage of the described vessel. If Renter desires to dock a boat other than referenced above, Renter must complete a new application, be approved by the Association, and if approved by the Association execute a separate rental agreement.
2. **Term.** This Boat Slip Agreement is for: **(initial a or b below)**
  - a. The period \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_ inclusive, after which time, if not sooner terminated; it may be renewed at the then posted or negotiated rate for such additional period as the parties may both further agree in writing after payment of all the due fees and costs.
  - b. month to month, beginning on \_\_\_\_\_, 20\_\_\_\_ and continuing from month to month thereafter, subject to all other paragraphs herein.
3. **Rent.** The rental rate shall be \$ \_\_\_\_\_ USD per \_\_\_\_\_. **All slip rentals shall be paid in advance of the first day of the month that the rental applies.** All such rental payments shall be made payable to Northlake Villas Condominium Association, Inc. and shall be sent to \_\_\_\_\_, or such other address as otherwise directed by the Association.
4. **Security Deposit.** Renter shall post a security deposit in the amount of \$ \_\_\_\_\_ USD upon execution of this agreement, which shall secure performance of this agreement, and may also be applied at the end of the rental period, or by any breach of this or any other agreement with the owner, or to pay any delinquency of or damage caused by the Renter or it's agents or the vessel while docked at the Association. Unused security deposit shall be returned to the Renter at the end of the term, or upon termination hereunder, after payment to the Association of all rents and charges owed hereunder, and within thirty (30) days of such term expiration or termination.
5. **Termination.** The Association may terminate this agreement for cause if the Renter (i) violates any terms or conditions of this agreement, (ii) violates or breaches the Declaration of Condominium of the Association including without limitation the failure to timely pay any and all monetary obligations due to the Association [including without limitation regular or special assessments], and/or (iii) Renter violates any aspect of the Boat Slip and Pier Rules and Regulations which are incorporated herein by reference, a copy of which is attached hereto, which may be amended from time to time to which the Renter agrees to be bound as further consideration of this agreement.
6. **Removal.** If the Renter fails to remove their boat and equipment from the rented slip before the termination or expiration of this agreement and after proper notice of same, the Association shall be entitled to:

- a. Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Renter, and until all the Renter's fees and charges are brought current;
  - b. Locking the vessel in place until all the Renter's fees and charges are brought current;
  - c. Charge the Vessel the then current transient rate per day for so long as the vessel remains in the slip until all the Renters fees and charges are brought current;
  - d. Renewing the rental at the then-current rates for an additional time period as determined at the time of renewal.
  - e. Exercise any other right the Association shall have at law, admiralty or equity;
  - f. Any combination of any or all remedies set forth in this paragraph 6.
7. **Removal of Vessel.** Renter shall not have the right to remove his boat from the rented slip or the location to which the Association has relocated the vessel hereinunder, until all costs and fees described in this agreement have been paid in full. Renter agrees that the Association may look to the credit of the vessel for unpaid rent, dockage and other services provided to the vessel, and the Association may use self-help, the state, federal and maritime lien laws in pursuit of its rights to payment.
8. **Sublease.** Renter agrees not to transfer, sublet, assign, or permit the use of the slip by any other person or vessel than described above.
9. **Rules and Regulations.** Renter agrees to be bound by the current Association's Boat Slip and Pier Rules and Regulations which are either attached hereto and/or are available upon request and such Boat Slip Rules and Regulations as amended are hereby specifically incorporated by reference into this agreement. Said Boat Slip Pier Rules and Regulations may be changed, revised, updated and/or amended from time to time by Association. It shall be the responsibility of the Renter to abide by these Boat Slip and Pier Rules and Regulations, and to keep himself apprised of the most current permutation of such Boat Slip and Pier Rules and Regulations.
10. **Boat Slip Condition and Foul Weather.** Renter acknowledges and agrees that Renter has inspected the subject slip and accepts the condition of such rented slip in its "as is" condition and that Association shall have no obligation any time, prior to or during the term of the rental period to modify, repair, alter, adjust, renovate, install or remove equipment or other features on, in, or appurtenant to the slip. Renter agrees that Renter is not relying in any way upon the skill or intervention of the Association or Association to protect the vessel should foul or dangerous weather threaten to damage, or damage the vessel. The Renter agrees to hold the Association, its officers, directors, property managers, agents and assigns harmless, indemnify and defend them from any claims of any other owners of property or vessels at the Association facility arising out of contact with the Renters Vessel, and further agrees to be responsible to Association for damage to Association facilities or property arising out of contact with Renter's Vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities as well as any damages, fines, penalties, charges, attorneys fees, costs, or other sums incurred by Association as a result of the actions or inactions of Renter, Renter's guests, invitees, boat operator's or other agents of Renter as well as any breach of this rental agreement by Renter.

11. **Insurance Coverage.** The Renter agrees to maintain insurance coverage in the amounts set forth in the Association's Boat Slip and Pier Rules and Regulations for the entire time the vessel is in the Association facility and document the same or in any coverage amount reasonably determined by the Association. Such insurance must identify the Association, its officers, directors, agents and assigns as additional insureds on such policy of insurance and a copy of such insurance certificate provided to the Association prior to occupying such slip.
  
12. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto. To the extent any terms contained herein conflict with any of the any such rules and regulations and/or Governing Documents of the Association, the terms, conditions, and provisions of the Rules and Regulations and Governing Documents of the Association shall take priority over and supersede any such terms set forth herein.
  
13. **Choice of Law and Forum.** Any dispute arising hereunder shall be governed by the laws of the State of Florida as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the state courts of Palm Beach County, Florida. To the extent either party institutes litigation to enforce the terms set forth hereunder the prevailing party in any such litigation shall be entitled to be reimbursed all of their attorneys fees and costs related to same, including without limitation any pre-litigation attorneys fees and costs.
  
14. **Severability.** In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
  
15. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

RENTER:

SIGN: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ASSOCIATION REPRESENTATIVE:

SIGN: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_