



1503 28 Ave W, Palmetto, FL 34221
(941) 721-8888 ~ Fax 729-0687

BOAT SLIP RENTAL AGREEMENT

THIS BOAT SLIP RENTAL AGREEMENT (herein, "Agreement") is made and entered into this ____ day of _____, 2023, by and between TROPIC ISLES CO-OP, INC., a Florida not for profit corporation (herein, "Co-Op"), and _____ (herein, "Tenant"), who resides at _____, contact number:_____.

The above named agree to the following rental terms:

1. **LEASE.** Co-Op leases to Tenant and Tenant leases from Co-Op Boat Slip # _____ (herein, "Boat Slip"). Tenant agrees to use the Boat Slip solely for the docking or mooring of one (1) boat, which boat is described on Exhibit "A" – Boat Description, attached hereto and incorporated herein by reference, as allowed by the Rules of Co-Op and for no other purposes and uses whatsoever. The Co-Op also agrees to permit Tenant to use its boat ramp facilities for the in and out launching of the Tenant's Boat. Tenant hereby accepts the Boat Slip in "as is" condition.
2. **TERM AND RENT.** The term of this Lease shall be for a period of **twelve (12) months** commencing on _____, 20__ and ending on _____, 20___. The amount due for rent shall be as calculated on Exhibit "B" - User Fees, attached hereto and incorporated herein by reference.
3. **INSURANCE.** Tenant represents and warrants that the insurance attached to this contract is currently in force and shall continue in force throughout the term of this Agreement. Tenant shall maintain liability insurance in the amount of \$300,000.00 per occurrence and \$1,000,000.00 aggregate on Tenant's Boat and personal property located on the boat slip and shall name the Co-Op as an additional insured. Tenant agrees, and the applicable insurance policies described above shall provide, that the Tenant's insurance shall at all times be primary regardless of whether or not the Co-Op has any collectible insurance.
4. **TAXES AND SERVICES.** Tenant agrees to pay all applicable sales tax, resort tax and all other governmental taxes related to the Agreement, regardless of whether described in this Agreement or not. Tenant agrees to pay for all services provided related to the Agreement (herein, "Services") in accordance with the rates established by Co-Op, from time to time. All fees and charges for Services shall be payable in advance unless otherwise agreed to by both parties.

5. **THE BOAT.** The Boat Slip shall be used and occupied only by Tenant and shall be used for the sole purpose of the mooring of one (1) private pleasure boat described in Exhibit "A" attached hereto and incorporated herein (herein, "Boat"). Tenant shall not change the permitted Boat without the advance written consent of Co-Op. No other boats shall be permitted to be moored in the Boat Slip. Tenant must promptly remove Tenant's Boat from the Boat Slip upon reasonable demand of Co-Op due to inclement weather, such as a tropical storm or hurricane watch or warning. The Boat must comply with all applicable laws, rules, orders and regulations. Co-Op reserves the right to inspect the Boat for compliance.
6. **OCCUPANCY AND USE OF BOAT SLIP.** The Boat Slip shall be used only by Tenant and his/her family, guests, crew, invitees and permittees, subject to the rules and regulations hereinafter described.
- (a) **Use.** No commercial or business use of Boat Slip is permitted.
- (b) **Neglect.** Tenant shall not cause or permit any waste, misuse or neglect with respect to the Boat Slip and/or utilization of water.
- (c) **Co-Op Rules.** Tenant agrees to abide by all the Co-Op's Rules and Regulations and terms and provisions of the Cooperative Documents, all as amended from time to time.
- (d) **Purpose.** The Boat Slip shall be possessed, occupied and used solely for the purpose of dockage of the Boat herein described and for no other purpose.
- (e) **Safety.** The Boat Slip shall be used and occupied in a safe, careful and proper manner.
- (f) **Use & Compliance with Laws.** Tenant and all persons using and/or occupying the Boat Slip and/or the Boat shall abide by and comply with all present and future ordinances, regulations and laws of all governmental and quasi-governmental entities, whether federal, state or local, having jurisdiction (including, without limitation, any requirement to obtain and maintain permits and approvals) with respect to the Boat Slip and/or Boat. Tenant will immediately inform Co-Op in writing of: (i) any and all governmental or regulatory notices, orders and/or actions instituted, completed, or threatened affecting the Boat Slip; and (ii) any and all claims made or threatened by any third party against the Tenant, Co-Op and/or the Boat Slip. Tenant shall neither permit nor commit whether with or without knowledge or consent, any illegal or unlawful practice or act in or upon the Boat Slip or the Community property. Tenant shall be responsible to comply with all requirements and for payment of all fees, fines, penalties, expenses and other costs that may be imposed by, any governmental and/ or quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the Boat Slip and/or the Boat.
- (g) **Non-Disturbance.** Tenant agrees to avoid doing at any time anything which would hamper, disturb or interfere with the quiet and peaceful enjoyment or other persons within the Community or which would hamper, disturb or interfere with the use by such other persons of the Common Areas serving the Community, Co-Op or its manager in their management operation and maintenance of the Community or said Common Areas.

(h) **Liveaboard.** No Liveaboards are permitted as defined in Florida's Submerged Land Lease.

(i) **Maintenance.** Boat maintenance or repair activities that require the removal of the boat from the water, or removal of major portions of the boat, including the engine, for purposes of routine repairs or maintenance on site are prohibited over the water at the marina, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the boat. Specifically prohibited shall be hull scraping, stripping, sanding, painting, recoating, and other maintenance or repair activities which may result in degradation of water quality from discharge or release of potential contaminants into the water.

(j) **Boat Draft.** The boat shall have a minimum of 12 inches of clearance between the deepest draft of the boat (with the motor in the down position) and the seabed at mean low water.

(k) **Fish Cleaning.** No fish cleaning is allowed while in the Boat Slip or on the dock, on the boat or in the area surrounding the Marina.

(l) **Attachment to Docks.** No nails, screws or any other type of fastener can be inserted into dock boards, pilings or any other portion of the slip without written permission from Tropic Isles Co-Op Manager. No additions or deletions, improvements or repairs may be made to the dock or pilings except by an agent of Tropic Isles Co-Op.

(m) **Right to Sub-Lease Boat Slip:** The Tenant, if vacating the Boat Slip for greater than seventy two (72) continuous hours, shall notify the Co-Op of the dates the slip will be vacant. In the Tenant's absence, the Co-Op reserves the right to sub-lease Tenant's Boat Slip during the time period that the Tenant has notified the Co-Op that the Boat Slip will be vacant. The Co-op is not obligated to notify the Tenant of such action.

(n) **Abandonment:** In the event that the Tenant has vacated the Boat Slip for greater than one hundred and twenty (120) continuous hours (5 days), without written notification to the Co-Op of such absence, then the Co-Op reserves the right, in its sole and absolute discretion, to deem the Boat Slip abandoned and this Agreement terminated. Upon the determination of abandonment of the Boat Slip, the Co-Op may proceed to lease the Boat Slip to another tenant free and clear of any obligation to the Tenant hereunder. The Co-Op is not obligated to notify the Tenant of such action or refund of any rent.

7. **ASSIGNMENT.** Tenant shall not assign or sublet this Agreement. Any purported assignment, sublet or other transfer by Tenant shall be a default of this Agreement and will be considered null and void by Co-Op.
8. **OWNERSHIP BY CO-OP.** Tenant acknowledges and agrees that the real property to which the Boat Slip is attached is exclusively owned by the Co-Op and, therefore, the Boat Slip and its use thereof are subject to the terms and conditions hereof and the Cooperative Documents. Tenant acknowledges and agrees that the tenancy herein created is inferior to and governed by the terms, provisions and conditions contained in the Cooperative Documents, as amended from time to time.

9. **MAINTENANCE OF BOAT SLIP AND BOAT.**

a) **Maintenance by Co-Op.** Co-Op shall maintain, repair and replace the Boat Slip, and that portion of the Common Areas of the Community Property to which the Boat Slip is attached, from the mean high water mark to the point where the Boat Slip is actually attached to the walkway and the Common Areas, including (without limitation) all riparian land located thereon as defined pursuant to Ch. 253, F.S. and the shoreline thereof (collectively, "Attached Property").

b) **Maintenance by Tenant.** Tenant shall keep and maintain the Boat and all personal property of Tenant in good state of maintenance and repair and in a slightly, healthy and clean condition, and so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, having jurisdiction, and the Prospectus for the Community, the Rules and Regulations for the Community adopted by the Co-Op and all other documents governing the use and operation of the Community.

10. **DAMAGES.** Tenant shall be strictly liable for any and all damages to the Boat Slip, dock and Attached Property and other facilities within the Community, caused by Tenant, Tenant's Boat, Tenant's employees, family, agents, guests, contractors, vendors, crew, invitees and/or permittees, or in any way relating to the Boat Slip, the Boat and/or the use thereof.

11. **NO ADDITIONS OR ALTERATIONS BY TENANT.** Tenant shall not make any additions or alterations in or upon the Boat Slip of any nature whatsoever without first having obtained the written consent of the Co-Op. Dock boxes are prohibited.

12. **RIGHT OF ENTRY BY CO-OP.** Co-Op, its agents, contractors, vendors and employees may at any time without consent of Tenant enter in and upon and have free access to the Boat Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well maintained condition, and making such repairs to the Boat Slip may deem necessary. Co-Op shall not enter the Boat without reasonable advance notice to Tenant, unless in the event of an emergency.

13. **NOTICES.** Any notice that either party herein desires or is required to give to the other must be in writing. Any notice to the Co-Op must be delivered by Certified Mail, Return Receipt Requested, postage prepaid to Co-Op at: Tropic Isles Co-Op, Inc., 1503 28th Ave. W., Palmetto, Fl. 34221, Attn. Manager. Any notice to the Tenant may be delivered to Tenant by hand-delivery to Tenant, or any member of Tenant's family, or by mailing same by Certified Mail, Return Receipt requested, properly addressed to Tenant at Tenant's Cooperative Lot, with postage thereon fully prepaid. The place of delivery for any such notice may be changed by the giving the other party written notice in accordance with this provision not less than ten (10) days prior to the date upon which the change shall become effective.

14. **DEFAULTS.** In the event that the Tenant defaults in his/her financial or other obligations under this Agreement, or fails or refuses to comply with the provisions of this Agreement, the Cooperative Documents or applicable law, Co-Op shall have the right to:

- (i) Revoke Tenant's Agreement and exclusive use of the Boat Slip;
- (ii) Terminate this Agreement as provided herein and require the Tenant turn over control of the Boat Slip to the Co-Op without any obligation to Tenant, financially or otherwise;
- (iii) enter upon the Boat Slip and tow and/or remove the Boat from the Boat Slip with prior written notice sent to Tenant by Certified Mail, Return Receipt Requested, and store the Boat at Tenant's sole expense; and/or
- (iv) exercise any and all other rights and remedies available to Co-Op herein, in the Cooperative Documents, via federal or state law or in equity.

15. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless Co-Op from and against any and all claims, suits, actions, damages, causes of action, release or discharge of fuel, chemicals, waste or other pollutants by Boat or arising during the term of this Agreement, and for any personal injury, loss of life or damage to property sustained in or about the leased premises which arises in connection with the use of the leased premises by Tenant, or Tenant's family members, contractors, invitees or guests, and in connection therewith. Tenant shall also indemnify and hold harmless Co-Op from and against all costs, attorney's fees, expenses and liabilities incurred in and about such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any liability, cause of action, lawsuit, orders, judgments and decrees which may be entered therein or therefrom.

16. **TERMINATION.** Either party may terminate this Lease upon not less than thirty (30) days written notice to the other party at its official mailing address. In the event of early termination of this Agreement for any reason, no rent or fee shall be refunded to Tenant. Not later than five (5) days after termination of this Agreement for any reason, Tenant shall vacate the Boat Slip and leave same in condition as good or as better than it was at the beginning of this Agreement, reasonable wear and tear excepted.

17. **MISCELLANEOUS PROVISIONS.**

- (a) All understandings and agreements between Co-Op and Tenant with respect to the Boat Slip are merged into this Agreement, which fully and completely express the parties' agreement. This Agreement may not be changed or terminated verbally and may be amended or modified only by an instrument in writing signed by Tenant and an authorized officer of the Co-Op.
- (b) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. Venue of any dispute between the parties regarding this Agreement or the Boat Slip shall only lie in courts located in Manatee County, Florida. The prevailing party in any action arising directly or indirectly from this Agreement or Tenant's mooring of the Boat in the Boat Slip shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
- (c) The caption and titles to the various sections of this Agreement are for convenience and reference only, and in no way define, limit, affect or describe the proper scope or intent of this Agreement. All individuals named herein as Tenant are jointly and severally liable for all obligations pursuant to this Agreement. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as to the identity of the person or persons, or as the situation may require.
- (d) No waiver, express or implied, of any breach of one or more of the terms and covenants contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach. Tenant agrees that the rights of Co-Op under this

Agreement are cumulative and that any failure on the part of Co-Op to exercise promptly any rights hereunder shall not operate to forfeit any of said rights.
(e) All promises, covenants and agreements set forth in this Agreement shall be binding upon, apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Co-Op and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

Tropic Isles Co-op, Inc.

By: _____

As its _____

Date: _____

Tenant

Sign: _____

Print: _____

Date: _____

EMERGENCY CONTACT: (must provide)

Name: _____

Contact #: _____

Address: _____
