

BOAT DOCK RENTAL AGREEMENT

REVISED NOVEMBER 4, 2008

Slip # _____

LESSEE: _____
Last Name (PRINT)

First Name (PRINT)

LESSOR: ALAMEDA ISLES HOMEOWNERS ASSOCIATION, INC.
#1 ALAMEDA GRANDE, ENGLEWOOD, FL 34223

ADDRESS: _____
(PARK) Number and Street

City, State and Zip

ADDRESS: _____
(NORTH) Number and Street

City, State and Zip

TELEPHONE: _____
NUMBERS: In Park

North

IDENTITY OF DOCK SPACE RENTED: _____

Dock Letter

Slip Number

IDENTITY OF BOAT TO BE KEPT IN SLIP:

Make

Type

Propulsion

State Registry Number

*Length (25' Max-Total)

Other

***(NO MORE THAN 25' - THE BOAT LENGTH INCLUDES THE BOAT FROM THE OUTER MOST PULPIT WITH MOTOR TILTED UP IN THE UPPERMOST POSITION)**

FEE(Including Tax) AND TERM OF LEASE: \$_____ payable on execution of this lease, covering a period of twelve (12) consecutive months commencing on January 1, _____.
SLIP ONLY \$170.00 plus tax 11.90 = \$181.90 or SLIP WITH LIFT \$ 205.00 plus tax 14.35 = \$219.35.

AGREEMENTS

1. Lessor agrees to rent the slip to the Lessee and Lessee agrees to pay the fee to Lessor to keep the boat at the dock subject to the terms of this contract.
2. Lessee acknowledges having read a copy of the PROVISIONS FOR MANAGEMENT OF THE BOAT DOCKS, contained in the Official Documents, and agrees to be bound thereby
3. Lessee also agrees that:

- A. Only minor boat maintenance will be performed at the dock.
 - B. No effluent from boat toilets or holding tanks nor polluting fluids of any kind such as, but not limited to, fuel, motor oil, hydraulic fluids, will be dumped in Alameda Isles boat basin by Lessee or those in his control.
 - C. Reasonable effort will be made by him and those in his family and his guests to keep the boat basin, docks, seawalls, walks, fish cleaning area and adjacent lawns, neat and clean, free of obstructions and debris.
 - D. Only reasonable and customary use will be made of the docks and the water and electric facilities furnished.
 - E. Lessee will not erect or permit erection on or attachment to the docks of anything without permission of the Manager.
 - F. Lessee's boat will be kept safely and securely fastened to the dock and pumped free of water so it will not become a hazard or nuisance to other dock users or to the traffic in the basin.
4. Lessee will give the Manager reasonable written notice of removal of the boat to dry storage and of other temporary removal of some duration such as to a marina for repairs or absence on a cruise, all with intent to resume use of the leased space.
 5. Lessor agrees to keep the dock area in good, usable, safe condition; and the lights, electric and water service in good operating condition. The lights will be on from dusk to dawn, and the other services will be available at reasonable times.

Lessor agrees to erect and maintain a sign at the seawall end of the clubhouse walk stating substantially as follows: AONLY RESIDENTS AND GUESTS ARE PERMITTED ON DOCKS. CHILDREN ARE NOT PERMITTED TO PLAY ON DOCKS.

6. Emergency Action. Generally, the Lessee owner of the boat is responsible for emergency care of the vessel. However, in case of any emergency in the opinion of the Lessor or its Manager, which may include, but is not limited to, threat of or the event of sinking, hurricane, fire, etc., the Lessor is hereby authorized to raise or move the boat to safety at the sole expense of the Lessee, after a reasonable attempt is made to contact the Lessee. Under no circumstances is Lessor required to take any action, but may do so as it wills. Lessee agrees to indemnify and hold harmless the Lessor from any and all liability, loss or damage caused by or to the boat arising out of failure of the Lessee or Lessor to move the boat or the inability of Lessor to reach the Lessee, or the actions of the Lessor or its agents in the raising of and/or movement of the boat.
7. Breach of any of the provisions of this contract is grounds for cancellation by either party as the case may be with refund of the unused portion of the fee, as per

agreement. If Lessee fails to remove the boat from the docks by the termination or cancellation date of this lease, the Lessor at its option may:

- A. Charge Lessee a daily rent of \$20 per day, until the boat is removed.
 - B. Take over the boat and sell it for a fair price. In this event, Lessee hereby agrees to do all in his power to facilitate the sale and transfer of title. Lessee also agrees Lessor may deduct sale expenses and 25% of gross sale price as commission before remitting the balance to the Lessee or Lessee=s representative.
 - C. Avail itself of any other remedy available to Lessor under the law.
 - D. If removal by Lessor is required, the cost shall be borne by the Lessee.
8. Lessee agrees that if action is taken, or suit brought by Lessor against Lessee to collect damages for breach of this contract, or to collect amounts that may become due hereunder, or to enforce any lien or right of the Lessor arising from this contract, the Lessee will pay Lessor=s collection costs, attorney fees, suit costs and other expenses.
 9. This lease of the slip identified herein is renewable under whatever terms and conditions the parties agree to at renewal time. Lessee will give to the Manager at least fifteen (15) days notice of intent not to renew. Upon cancellation or non-renewal, the affected slip is available for re-rental immediately after it is vacated.
 10. Any and all boats, personal belongings and and equipment must be well kept and maintained in operating condition or said equipment shall be removed, by the Lessor, from the Association=s docks after fifteen (15) day notice to Lessee. In addition, all boats requiring State certification must be kept current.
 11. All boats must be titled and registered to an owner/resident of Alameda Isles HOA, Inc., **and a current copy of said title and registration must be presented with this application**, in order to obtain a dock space. Lessee shall not discharge any contaminants, pollution, waste or other substances in violation of federal, state or local laws, rules or ordinances.
 12. The parties hereto agree the terms of this agreement are severable, and if any part, paragraph, provision or agreement violates the law and is unenforceable, the balance of the contract remains valid and in force. This Agreement shall be construed under Florida law and venue shall only lie in Sarasota County, Florida.
 13. Lessee agrees to indemnify, save and hold harmless Lessor, its officers, directors, employees, management company and members from and against any and all damages, losses, claims, actions, personal injuries, or proceedings, and attorney=s fees and costs of any kind or character which arise directly or indirectly as a result of Lessee=s docking or storage of a boat in Lessor=s boat slip or other activities contemplated by this account.
 14. **If a lessee is not going to have his or her boat in their boat slip for a period of two weeks or more, the Lessee shall notify the Harbor Master or the Park Manager of the dates that the slip is available for the temporary usage and the date the Lessee will return his or her boat to the slip. If a slip is empty for a period of two weeks or more, and the Lessee has not notified the Harbor Master or the Park Manager as noted above, the**

Harbor Master will consider the slip as available for temporary use (any temporary usage of slips with mechanical lifts will only be as agreed upon by the Harbor Master and the Lessee to prevent any possible accidents and or damage to the equipment.)

15. The Harbor Master will maintain a list of individuals wishing to use slips on a temporary basis and will contact individuals on the list when slip are available for temporary us. Only Shareholders in residence are eligible. The Harbor Master will coordinate this temporary usage program, to include the payment for the temporary usage with the Park Office.

The fee for the temporary usage will be \$30.00 per month for any part of a month for which the slip is used. This fee will be paid directly to the Park Office by the member using the slip. This payment by the temporary user to the Park Office does not reduce the rental fee that the Lessee pays for the Annual Lease of the slip.

EXECUTED THE _____ DAY OF _____, _____.

ALAMEDA ISLES (LESSOR)

LESSEE=S SIGNATURE

LOT NUMBER

PLEASE APRINT@FULL NAME OF LESSEE