

TARPON COVE CONDOMINIUM SLIP LEASE AGREEMENT

SLIP # ASSIGNED # _____ **NOTE: See Attachment A hereto which is incorporated as an express part of this agreement.**

Vessel owner name: _____

Vessel owner address: _____

Billing address: _____

Local phone # : () _____ Emergency phone # () _____

Out of state phone #: () _____ Cell phone # () _____

State registration #: _____ Registered length _____

U.S. Coast Guard Doc. #: _____ Documented length _____

Overall length if over 34' by State registration or U.S. Coast Guard documentation : _____

SUBJECT TO ASSOCIATION APPROVAL - NOT TO EXCEED 40' OVERALL LENGTH

Vessel make / year: _____

Hull ID # _____ Power _____ Sail _____

Vessel Insurance company: _____ Policy # _____

Agency name / phone #: _____ Policy exp. date _____

Vessel caretaker/ Maint. Co.: _____ Phone # () _____

Vessel fueling company: _____ Phone # () _____

Vessel cleaning company: _____ Phone # () _____

**ATTACHED IS A COPY OF: STATE REGISTRATION / DOCUMENTATION _____
CERTIFICATE OF INSURANCE _____**

Tarpon Cove Condominium Association, Inc. (hereinafter referred to as "TCCA") agrees to assign vessel owner a boat slip, subject to TCCA Marina Rules and Regulations, as amended from time to time, and with the terms and conditions on the REVERSE SIDE of this form, and vessel owner agrees to said slip assignment under said terms.

I, (print) _____, owner of the above-listed vessel, hereby further agree to follow and obey the Rules and Regulations of the TCCA Marina, as amended from time to time, and the terms and conditions contained in this Slip Lease Agreement, which I have received, read, and acknowledged by my signature below.

Vessel Owner

Vessel Owner

Date

Date

Approved by TCCA representative or agent:

By: _____ Date: _____

THIS AGREEMENT AND REQUIRED ATTACHMENTS MUST BE SUBMITTED TO THE TCCA OFFICE FOR REVIEW AND APPROVAL BEFORE BEING ASSIGNED A SLIP AND BRINGING A VESSEL INTO THE MARINA.

TARPON COVE CONDOMINIUM ASSOCIATION MARINA
TERMS AND CONDITIONS OF SLIP LEASE AGREEMENT

1. **MARINA RULES and REGULATIONS.** Vessel owner agrees to comply with all the terms and conditions of this SLIP LEASE AGREEMENT and the MARINA RULES AND REGULATIONS of Tarpon Cove Condominium Association, Inc. (hereinafter referred to as TCCA), as amended and adopted from time to time by TCCA, fully as though they were set forth herein. Should vessel owner breach and/or violate the terms and conditions of this SLIP LEASE AGREEMENT or the Marina Rules and Regulations, the slip assignment and use can be terminated at the option of TCCA. TCCA may facilitate the removal of the vessel from the slip at the owner's risk and expense and retake possession of the boat slip. TCCA reserves the right to change the TCCA's Rules and Regulations, from time to time, provided TCCA mails vessel owner, at last known address, written notice thirty (30) days prior to said revised rule changes taking effect.
2. **SLIP ASSESSMENT - TCCA OWNERS.** Slip fees are set from time to time by the TCCA Board of Directors, and are billed on a quarterly basis, payable in advance, on the first day of January, April, July, and October. Vessel owner agrees to pay to TCCA, upon assignment of a slip, a prorated quarterly slip fee, if slip space is assigned at any time other than at the beginning of a quarter. Vessel owner is responsible for ensuring payment of the quarterly slip fees, regardless of receipt of, or loss of, payment coupons. TCCA owners agree and acknowledge the slip fees are an Association assessment in accordance with the provisions of the TCCA Governing Documents related to assessments against the units, as well as collection and foreclosure remedies.
3. **SLIP FEES – NON TCCA OWNERS.** Vessel owner agrees to pay to TCCA, a refundable security deposit equal to one (1) quarter's slip fees. Deposit shall be held in a non-interest bearing account. Upon termination of the slip assignment and use privileges, either by vessel owner or TCCA, the deposit will be refunded provided slip fees are paid in full and the slip is not damaged. Slip fees and sales tax are due quarterly, payable in advance, on the first day of January, April, July, and October. Vessel owner agrees to pay to TCCA, upon assignment of slip, a prorated quarterly slip fee and sales tax, if slip space is assigned at any time other than at the beginning of a quarter. The slip fee is set by the TCCA Board of Directors, from time to time. Vessel owner is responsible for ensuring payment of the quarterly slip fees and sales tax, regardless of receipt of, or loss of, payment coupons.
4. **TERM.** The term for the assignment and use of the slip shall be on a quarter to quarter basis, with slip fees being paid quarterly, contingent upon compliance with the terms and conditions of this Slip Lease Agreement, and the TCCA Marina Rules and Regulations.
5. **DELINQUENT PAYMENT.** In the event slip fees are not received within fifteen (15) days of the date the fees are due, TCCA shall, at its sole option, apply interest at a rate of 18% per year. Additionally, if payment is greater than thirty (30) days late, TCCA shall have the right to secure the vessel with a chain, or any other means deemed necessary by TCCA, until full payment has been received.
6. **LIEN.** It is agreed that TCCA shall have a lien against the vessel to secure any slip fees, or other amounts due and unpaid to TCCA, under the terms and conditions of this Slip Lease Agreement and the TCCA Marina Rules and Regulations. The lien shall attach to the vessel and personal property on or about the vessel, including, but not limited to, its engine, motors, furniture, electronic equipment, tackle, appliances, and apparel. Vessel owner understands it is illegal for any person to board, or remove, any property upon which a lien has accrued without first making full payment to TCCA.
7. **INFORMATION CHANGES.** Vessel owner is responsible for notifying TCCA, in writing, of any changes in the information provided in this Slip Lease Agreement; especially regarding the owner's vessel insurance. Vessel owner allows TCCA to verify all information.
8. **ASSIGNMENT.** The assignment of slip space is limited to the vessel as identified in this Slip Lease Agreement. No other vessel may occupy the slip space without written request and approval from TCCA. The assignment and use of said slip cannot be transferred by vessel owner. Vessel owner will notify TCCA of any sale, transfer or conveyance of any interest in the vessel. The undersigned has advised all persons having an ownership interest in the vessel, including spouses, of the terms and conditions of the Slip Lease Agreement, and, all owners of any interest in the vessel agree to be bound by same.
9. **JUDICIAL SALE.** IN THE EVENT VESSEL OWNER FAILS TO PAY SLIP FEES FOR A PERIOD OF SIX (6) MONTHS, THEN TCCA, AFTER PROVIDING A NOTICE OF NON-JUDICIAL SALE TO OWNER, AT LAST KNOWN ADDRESS, SHALL BE ENTITLED TO PROCEED WITH THE SALE OF THE SUBJECT VESSEL IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 328.17.
10. **COSTS.** Should vessel owner default under this Slip Lease Agreement, and/or TCCA Marina Rules and Regulations, vessel owner agrees to pay TCCA all costs incurred, including attorney fees, to enforce this Slip Lease Agreement, TCCA Marina Rules and Regulations, TCCA Rules and Regulations and TCCA's Declaration of Condominium.
11. **AS IS.** Vessel owner has inspected the slip space and the premises, and accepts them in their "as is" condition.
12. **LOSS.** Vessel owner agrees that TCCA shall not be responsible for any loss or damage to the vessel unless it shall be solely caused by the gross negligence or willful misconduct of TCCA.
13. **RISKS and INSURANCE.** Vessel owner agrees to assume all risks of fire or other damage to the vessel, whether such fire or damage originates in the subject vessel, is caused by other vessels, or their owners, is caused by ordinary negligence of employees or agents of TCCA, or is caused by Acts of God. Vessel owner understands and agrees the maintenance and/or condition of other vessels in the TCCA Marina are not the responsibility of TCCA. Owner agrees to maintain in full force and effect a MARINE HULL INSURANCE policy insuring all risks and perils for the full replacement cost of the vessel, and its contents, and a LIABILITY policy upon the vessel in the minimum amount of \$100,000 WITH TCCA NAMED AS AN ADDITIONAL INSURED.
14. **EVACUATION.** Vessel owner agrees to obtain a copy of the local Hurricane Preparedness Guide, familiarize him/herself with said guide, and act in accordance therewith.
15. **DAMAGE.** Vessel owner shall be liable for damage to dock, pilings, electrical utilities, and water utilities caused by his/her vessel. TCCA shall be authorized to collect for damages according to the provisions of this application for use and assignment.
16. **RELEASE, WAIVER, AND INDEMNITY.** Vessel owner, guests, and invitees further agrees to indemnify, defend and hold harmless the Association, its members, employees, officers, directors and agents from any and all claims, damages, causes of action, and expenses, including attorneys' fees, costs, whether caused in whole or part by such parties' own negligence, for death, disease, illness, personal injury or property damage, including loss of use thereof.

TARPON COVE CONDOMINIUM ASSOCIATION, INC.

SLIP LEASE AGREEMENT – ATTACHMENT A

This Lease and Agreement (Agreement) is executed and agreed upon by the named parties thereto under the following express conditions.

1. The Lessee acknowledges that he is fully aware that a member of the Tarpon Cove Condominium Association is not permitted to occupy or lease more than one (1) slip, except by waiver of the Marina Rules and Regulations.

2. Should at any time that this Agreement is in effect, there becomes the situation that there are not any slips in the Marina open for lease, then and in that situation, the Lessee shall be notified in writing by the Tarpon Cove Office that this lease will be terminated thirty (30) days from the date of said notice.

3. The Lessee agrees to and shall remove his boat and all personal possessions from his slip within the thirty (30) day notice period.

4. Failure to vacate said slip and remove Lessee's possessions from the dock by his slip shall be cause for the termination of the Lessee's other slip in the Marina