

**THE WATERFRONT IN NAPLES
CONDOMINIUM ASSOCIATION, INC**

**POLICIES AND PROCEDURES
FOR
APPLICATION FOR BOAT DOCK WAIT LIST
APPLICATION OR BOAT DOCK
BOAT DOCK LEASE AGREEMENT**

**Board Approved May 15, 2003
Board Amended January 14, 2009**

Dock Lease Boat Agreement

The Waterfront in Naples Condominium Association, Inc., herein referred to as the "Association" has boat docking spaces for the exclusive use of property owners in residence at the Waterfront in Naples who occupy the unit and who owns boats, herein referred to "Residents". All boats must be legally registered to the residents. The Resident, _____, who has applied for boat space effective _____, which application is an integral part of this agreement and attached hereto, and the Association agree to the following policies, rules and regulations regarding the mooring of the Resident's boat and use of the Association's dock, a common element of the Waterfront in Naples.

- A. The Resident/Owners provide proof of marine liability insurance and agrees to maintain its coverage through the year and each year thereafter.
- B. The Board of Directors of the Association will establish a fee each year for the use of the Association's dock. The fee is due and payable on January first of each year. If payment is not made within 30 days of the due date, the boat slip assigned will revert back to the Association for reassignment from the wait list. For those residents who are assigned dock spaces, if the slip becomes available January through June, the fee is 100% of the current fee. If the slip becomes available July through December, the fee will be 50% of the current fee. The original deposit will be credited in both cases.
- C. This agreement will renew automatically unless either party gives 30 days written notice of cancellation.
- D. The Board of Directors of the Association has delegated administrative responsibility for the Association's docks to the property manager company as follows:
 1. To maintain a file of all applications, agreements, permits, insurance and correspondence related to the docks with copies to the Dock Master.
 2. To notify applicants as space becomes available.
 3. To secure signed boat owners agreements from Residents along with proof of marine liability insurance.
 4. To maintain first come, first served waiting list of Residents desiring a dock space with \$100.00 deposit.
 5. To insure that the Association is complying with all government regulations and obtaining all necessary permits for the operation of the docks.

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6. To issue timely, written warnings and/or orders to vacate to Residents regarding non-compliance. Residents may request a hearing by a committee appointed by the Association's Board of Directors within 10 days of written warnings and/or orders to vacate.
 7. Residents may only refer matters to the Association's Board of Directors in writing.
 8. To report frequently to the Board of Directors, at least quarterly, on all matters relating to administration of the docks.
- E. The Dock Master, appointed by the President, shall be responsible for the efficient resolution of maintenance problems, day-to-day operations, and effective policing of the rules and regulation.
- F. The Dock Master's responsibilities are as follows:
1. To conduct on-site supervision of Residents compliance to the rules and regulations for use of the dock facility and report violations to the Property Management Company and to the President.
 2. To monitor on a daily basis the physical condition of the dock (dock, electricity, water, moorings).
 3. To supervise the timely completion of Board of Directors approved measures.
- G. The Resident hereby renders the Association harmless for any and all liability or damage for personal injury, loss of life, or property damage or loss, to himself, his family, his employees, invited guests and agents arising out of, or in connection with the condition or use of the approved boat space, motors and accessories, or the use of Association premises.
- H. The Resident hereby releases and agrees to indemnify and hold harmless the Association from any and all liability for loss or damage to the Resident's approved boat, or its contents, due to fire, theft, collision, windstorm, weather, act of God, accident or other cause.
- I. The Resident hereby notifies the Association that he/she is solely responsible for any and all insurance related to the approved boat, its contents, and equipment such as radios, electronic devices, fishing gear and personal belongings.

- J. The Resident agrees to supply all docking equipment and other means for securing his/her boat properly. Any and all damage to property due to improper mooring shall be the sole responsibility of the Resident.
- K. The Resident guarantees the maintenance of his/her boat while this boat dock agreement is in force. For the purposes of this agreement, maintenance shall mean frequent monitoring and upkeep of the boat's seaworthy and appearance condition, compliance with government laws and regulations, as well as compliance with the policies, rules and regulations of the Association.
- L. Failure of the Resident to maintain as defined in Item K during absences of 30 days or more shall constitute abandonment. When Resident abandons his/her boat, the Association reserves the right to remove the boat at the Resident's expense after a 7-day period after notification.
- M. In the event of an emergency such as the breakdown of the bilge pump, leaks, bad mooring lines, or any hazardous situation and in the absence of the Resident, the Dock Master is authorized to move the boat at the Resident's expense.

Rules of Conduct Applying to the Association's Dock

- No Glass bottles or containers permitted on the docks.
- No Barbecue fires, open fires or welding shall be permitted on the docks or on boats while moored at the dock.
- No person shall litter on the docks or discharge into the water, or throw overboard, litter, oil, spirits, flammable liquids or oily bilge.
- No person shall be permitted to live aboard any boat moored at the dock.
- No Swimming, diving, jumping, running, roller-skating, bike riding will be permitted on the dock.
- No laundry shall be hung on the dock or moored boats.
- No storage of rafts, canoes, marine gear or other personal belongings will be permitted.
- Hoses, electric extension cords, tie-ups and other items must be kept clear of all walkways at all times. All Connections must be routed under the dock, not through it, with the Dock Master's approval.
- All Boats must be moored on their port side and within their assigned space.
- The Dock Master or representatives of the U. S. Coast Guard may inspect the Resident's boat for compliance with government regulations at any time. Persons properly insured and authorized by the Dock Master may make only minor boat repairs on the Association's dock.

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- The use of dock electricity for the sole purpose of air conditioning and refrigeration must be installed and paid for by the owner.
- Visitors may use guest dock located west of the main dock for a maximum of 24 hours only.

All Waterfront property owners who are members in good standing may apply for a dock space. All applicants must insure that their boat is a maximum of 24 feet in length measured from the furthest point forward to the furthest point aft with the motor in a fully raised position. This measurement will be on the centerline of the boat. For the purpose of applying for a boat space, an application form and a boat agreement are available upon request from the Property Management Company only. A \$100.00 deposit to be applied toward the first year's fee must accompany all applications. This deposit will be returned if the applicant sells his/her Waterfront property prior to allocation of a boat slip. If at any time the applicant's space becomes available and the applicant determines that circumstances beyond his/her control requires that the assignment cannot be accepted, the \$100.00 will be refunded. If under these circumstances he/she wants to remain on the wait list, the name of the applicant goes to the bottom of the list and the deposit is retained.

The property owner desiring a dock space completes the application and returns it to the Property Management Company. The applicant should be sure to retain a copy of the completed application.

The Board of Directors has determined that the dock spaces will be allocated on a first come, first served basis when the applications exceed available dock space.

Owners who have an assigned boat slip and subsequently rent or sell their units forfeit their dock slip to the next person on the wait list.

After notification of the availability of a slip, the person receiving the notification has 30 days to submit a completed application. The applicant has 6 months from approval of the application to have the boat with boat dock agreement, a valid boat registration, and proof of marine insurance submitted to the Property Management Company. Failure to comply with the preceding requirement will cause the assignment of a slip to be forfeited. The accompanying application for a boat dock and the boat dock agreement constitute the agreement between the boat owner resident and the condominium Association, the policies, rules and regulations pertaining to the Association's dock facility and its use.

The Board of Directors reserves the right to request a copy of a valid insurance policy and proof of ownership at any time.

This agreement shall be null and void if the Resident terminates as property owner at the Waterfront.

THE WATERFRONT IN NAPLES
CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR BOAT DOCK WAIT LIST

The application shall be executed in triplicate, one for the applicant, one for the condominium Association files and one for the Dock Master.

Name: _____.

Address: _____.

Daytime phone: _____ Evening phone: _____.

Address out of state: _____.

Daytime phone: _____ Evening phone: _____.

"The Resident" hereby makes application for dock space.

Please provide information about boat you plan to purchase or currently own.

Make: _____ Length: _____.

Additional information _____.

_____.

The length of your boat must not exceed 24 feet with trim fully extended (in other words with the motor up all the way). Once the property Management Company has notified you that space is available, you will have to submit an "Application For A Boat Dock" and will have (6) six months from the date the application is approved to have your boat at the dock.

This application will be accompanied by a (\$100.00) one hundred dollar deposit. This deposit will be credited towards your first annual fee when space becomes available.

Signature _____ Date _____.

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The Waterfront in Naples Condominium Association, Inc.

APPLICATION FOR A BOAT DOCK

The application shall be executed in triplicate, one for the applicant, one for the condominium Association files and one for the Dock Master.

Resident's name: _____.

Address: _____.

Daytime phone: _____ Evening phone: _____.

Address out of state: _____.

Daytime phone: _____ Evening phone: _____.

The resident hereby makes application for dock space effective: _____.
Date

The Resident owns, and has legally registered to him/her, a boat described as a:

Mfg.	Year	Length incl. Motor
Beam	Color	Registration #
Boat insured by		Agent name and phone #
Policy #	Expiration date	

Allocation of boat spaces will occur on a first come, first served basis. Upon approval of this application, the Association and the Resident will enter into a Boat Dock Agreement, which becomes binding after approval of this application, and after executing the Boat Dock Agreement. This application is an integral part of the Boat Dock Agreement. **Failure of the Resident to execute the Boat dock Agreement within 30 calendar days of notification of approval will result in forfeiture of the Resident's claim to a dock space.** You will have 6 months from the date of approval of this application to have your boat at the dock. You will also be expected to provide a certificate of marina insurance for the Waterfront file each year.

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Application approved on. _____ Dock space #. _____
Date Space #

Written notification and Boat Dock Agreement sent to the resident on. _____
Date

Signed Boat Dock Agreement received on. _____ Proof of liability
Date

Insurance received. _____
Date

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