

ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

**APPLICATION FOR APPROVAL OF ACQUISITION**

The Declaration of Covenants and Restrictions of Island Marina, as amended (the "Declaration), states all transfers of boat slips are subject to Association approval.

Section 11.2(a) Notice to Association; (1) Sale: An Owner intending to make a bona fide arms-length sale of a Unit shall give to the Association written notice, sent certified mail return receipt requested, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

Section 11.2(b) Certificate of Approval: (1) Sale: If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.

Section 11.2(b)(3) Overriding Provision: Notwithstanding the provisions of subsections 1 and 2 above, the Association is not required to approve any sale, lease or other transfer, license, sub-lease or sub-license if approval is contrary to (i) the other requirements of this Declaration, (ii) the requirements, conditions and restrictions applicable to the Marina in accordance with the terms of the Submerged Land Lease or (iii) applicable rules, regulations or statutes of the State of Florida.

Please have your prospective transferee complete the following application, in legible form, and email or mail to:

Island Marina Boat Slip Owners Association, Inc.  
Attn: Marina Manager  
13115 Vanderbilt Drive  
Naples, FL 34110  
islandmarina@comcast.net

**Boat Slip #** \_\_\_\_\_ **Current Owner:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.  
**APPLICATION FOR APPROVAL OF ACQUISITION**

**PERSONAL INFORMATION**

**Transferees Name(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**TRANSACTION INFORMATION:**

**Purchase price of Slip Sub-lease**                      \$ \_\_\_\_\_

**Date of Closing:** \_\_\_\_\_

**Closing Agent:** \_\_\_\_\_

**BE ADVISED:**

1.     Remittance of 6.12% of the total purchase price of the Slip Sub-lease ("annual lease fee") is required to be paid to Island Marina Boat Slip Owners Association for subsequent remittance to the State of Florida under the Declaration and applicable State regulations.
2.     Documentary Stamps may also be due and payable to the State of Florida.
3.     Please provide a complete copy of any applicable contract respecting the sale and its terms.
4.     The transaction will not be approved by the Association unless and until remittance of the foregoing sums is made through the Association. The Association will remit to the State of Florida.
5.     The transferee will be required to execute a new Dockage Agreement, if approved.
6.     All transfers must conform to requirements set forth in the Declaration.
7.     Approval to the transfer requires compliance with items 1 through 6 and 9.

ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

**APPLICATION FOR APPROVAL OF ACQUISITION**

8. Dockage of any particular vessel must also be approved and be made the subject of a Dockage Agreement.
9. **Payment of \$100 to cover processing fees must be submitted with this application. In addition, Advanced Property Management will also charge a fee to handle the estoppels requirements. (239) 513-9433**

**VESSEL INFORMATION**

**Boat Name/Manufacturer:** \_\_\_\_\_

**Boat Size (Length, Beam & Depth):** \_\_\_\_\_

**Tip to Tip Length:** \_\_\_\_\_

**Insurance Company:** \_\_\_\_\_

**Island Marina Boat Slip Owners Association, Inc. must be named as additional insured, minimum \$500,000.00 liability coverage. Please forward proof of insurance or agency contact name with this application.**

**Florida Registration #:** \_\_\_\_\_

**OTHER INFORMATION**

**Emergency Contact Name & Phone:** \_\_\_\_\_

**Address to mail Certificate of Approval to:** \_\_\_\_\_

\_\_\_\_\_

*Office Use:*

Date Received: \_\_\_\_\_ Insurance confirmed: \_\_\_\_\_

**Managers/Board of Director Approval:** \_\_\_\_\_



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

Dockage\_Agreement\_2005d

## DOCKAGE AGREEMENT

Revised 11/23/10

This agreement (the "Dockage Agreement") is entered into by and between The Island Marina Boat Slip Owners Association (the "Association") and the undersigned vessel owner ("Vessel Owner") and/or Slip Owner ("Slip Owner"). The Vessel Owner and the Slip Owner may be the same person or entity.

### PRINT ALL INFORMATION

Vessel Owner's Name: _____	Slip Owner's Name: _____
Vessel Owner's Phone #: _____	Slip Owner's Phone #: _____
Street Address: _____	Street Address: _____
City, State & Zip: _____	City, State & Zip: _____
Vessel Name: _____ Vessel Mfg: _____	Vessel Model: _____ Reg.#/Documentation: _____
Registration Length: _____ Tip to Tip Length: _____	Beam (Width): _____ Draft (Depth): _____
Slip # _____ Liability Insurance Provider: _____	Insurance Amount: _____ Interested Party: _____

For and in consideration of the fees stipulated herein and the promises and covenants, the parties agree as follows:

1. Subject to the terms hereof and for only the purposes set forth herein, the Association grants to Vessel Owner a license to use the Dock Space identified herein. Every Vessel Owner whose vessel is moored in a slip at Island Marina must enter into a Dockage Agreement. The parties affirm that this Agreement creates only a license for the use of a Dock Space with Association as Licensor and the Vessel Owner as Licensee. This license confers no interest whatsoever in real or personal property.
2. The license granted hereby shall be for the term of the Agreement entered into between the Vessel Owner and the Slip Owner, provided however that the Association may revoke the license upon failure of the Vessel or Slip Owner to abide by the terms of this Dockage Agreement or terms of other documents incorporated herein by reference.
3. As used herein, the term "Dock Space" means the water column extending from the surface, to one inch above the bottom of the adjacent dock as identified by the Slip # shown above. The license also includes use of the main perimeter docks, parking area, and access ways for access to the Dock Space.
4. The Rules and Regulations of Island Marina will be observed by the Vessel or Slip Owner, their guests, agents and employees. The Rules and Regulations for Island Marina are attached to this Dockage Agreement and are incorporated by reference. A violation of the Rules and Regulations shall constitute a violation of this Dockage Agreement. The Association reserves the right to alter, amend and modify the Rules and Regulations by posting of a notice in the Harbormaster Office. A breach of any of the requirements of this Dockage Agreement or a violation of the Rules and Regulations shall constitute a Default. In the event of a Default, this Dockage Agreement and the license granted hereby shall at the Association's option, terminate immediately, and the Association may remove the vessel from the Dock Space at the Vessel Owner's expense and retake possession of the Dock Space or take any other remedial action permitted by this Dockage Agreement, the laws of the State of Florida or Federal Law.
5. No alterations or modifications to any part of the premises may be made by the Vessel Owner or the Slip Owner. Use of the Dock Space is the personal privilege of the Vessel Owner and is not assignable. Any attempt to assign, or assignment of, this Dockage Agreement is void. Any vessel remaining at Island Marina after its license has been revoked or after the expiration of this Dockage Agreement shall be deemed to be trespassing and the Association may take any and all actions permitted by law to remedy the trespass.
6. Vessel and/or Slip Owner acknowledge that the Association has disclosed the vessel size limitations for the *Permitted Slip Space referred to as Dock Space* which was established by the regulatory agencies, including the size limitations for the Dock Space subject to this Dockage Agreement. Vessel and/or Slip Owner acknowledges its understanding of the vessel size limitation relating to the Dock Space assigned for the mooring of Owner's vessel and verifies that its vessel complies with the vessel size limitation established for that Dock Space.
7. Use of the Marina and Dock space is at the sole risk of the Vessel Owner. Vessel and/or Slip Owner agree to be responsible to, indemnify and hold harmless the Association for any loss, damage, fine, legal action, violation of regulatory or proprietary approvals, laws or regulations or claim occasioned by the Vessel Owner's use of Dock Space or the Marina or by the presence of the Vessel Owner's vessel at the Marina, **WHETHER OR NOT ANY LOSS, DAMAGE, FINE, LEGAL ACTION, VIOLATION OF REGULATORY OR PROPRIETARY APPROVALS, LAWS OR REGULATIONS OR CLAIM IS THE RESULT OF THE NEGLIGENCE OF THE ASSOCIATION OR ITS EMPLOYEES.**



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

Dockage\_Agreement\_2005d

## **DOCKAGE AGREEMENT**

Revised 11/23/10

8. Due to the rapid shoaling experienced in the Wiggins Pass inlet, Collier County has conducted an inlet management study to establish, among other things, reasonable boat draft criteria to protect the safety of boaters, as well as natural resources in the Wiggins Pass basin. The Wiggins Pass Inlet Management Plan, if adopted by the Collier County Board of County Commissioners, will, among other things, provide for and adopt a three foot draft vessel as the planning and design standard of the maintenance dredging of the Wiggins Pass inlet and the Wiggins Pass basin and maintain navigable depths for vessels with drafts of three feet or less in the channels east of the Wiggins Pass inlet.

The Vessel and/or Slip Owner acknowledge that they have read the above statement and understand that the vessel draft used as the design standard for the maintenance dredging of Wiggins Pass is three feet. The Vessel Owner further acknowledges the availability of a document at the Marina Office, reflecting the navigational channel from the Marina to Wiggins Pass. Vessel Owner acknowledges the Association is not the author of such navigational documents and the Association makes no representations or warranties of the accuracy thereof. Vessel Owner and its guests, agents, crew, employees and/or invites may not rely on any oral representations or warranty made by or on behalf of the Association. Vessel Owner shall hold harmless and shall indemnify the Association and the Association's officers, employees and agent from all actions, in contract and tort, brought against the Association and/or the Association's officers, employees and/or agents arising from any navigational documents obtained by the Vessel Owner, from whatever source, the accuracy of which are not warranted as set forth herein.

9. The Vessel and/or Slip Owner acknowledge that they have been informed of the fire fighting, first aid and security service provisions and/or equipment available at Island Marina and hereby acknowledge same as being sufficient, reasonable and adequate, and hereby agrees to, and does by these presents, hold harmless, indemnify and release the Association from all liability, loss or damage to persons, including death, and/or property arising out of fire, or other casualty, theft and/or vandalism at Island Marina, regardless of whether the failure to have other or additional such services, provisions and/or equipment shall in any manner constitute negligence.

10. Vessel Owner recognizes and agrees that the Slip Owner *and Association* may take any action available at law or in equity and/or may place upon Vessel Owner's vessel, its contents or equipment, any liens of whatever nature available under law to the Slip Owner for non-payment of dockage fees, supplies, or services furnished to the Vessel Owner. In any such action, any bond posted pursuant to law releasing the vessel to Vessel Owner shall include an amount sufficient to cover the *Association's and Slip Owner's* reasonable fees and costs, including attorney's fees, provided the Vessel Owner may have the lesser amount of any bond posted increased to insure the posted amount adequately covers all amounts claimed, including interest, costs, and attorney's fees. Vessel Owner agrees to the Slip Owners use, if necessary, of any procedures under admiralty law including but not limited to proceeding Supplemental Admiralty Rule "C" and further agrees to waive notice and hearing and challenge thereto.

11. The license granted hereby shall entitle the Vessel Owner and his/her/its' crew and invitees to utilize all Marina facilities. The fee for this entitlement shall be established solely between the Slip owner and the Vessel Owner. The Association shall collect all fees generated on behalf of the Vessel Owner from the Slip owner and the Slip owner shall ultimately be responsible for the Vessel Owner's compliance with the terms of all applicable Rules and Regulations including the terms of this Dockage Agreement.

12. All charges for the facilities of the Marina, or for provisions or services for the vessel are due and payable upon rendition of the service or receipt of the provisions. Use of any facilities at the Marina by the Vessel Owner, his agents and/or guests shall be charged to the Slip Owner named herein and said charges are deemed to constitute services rendered to said slip and, therefore, constitute a maritime lien against the slip. The Association may proceed against the Slip Owner for non-payment and the Slip Owner may proceed against the Vessel Owner for non-payment.

13. In the event of a hurricane or tropical storm warning, the Yacht Basin may be cleared of all vessels. The Marina Manager (Harbormaster) shall determine when this will be necessary. It is the responsibility of the Vessel Owner, prior to evacuation time, to make arrangements for a safe anchorage for their vessel. Unattended vessels may be towed to another anchorage at the Vessel Owner's expense and risk. Undertaking to move or evacuate vessels under these circumstances shall not be deemed an assumption of responsibility for safety, security and care of the Vessel Owner's vessel by the Association, nor shall the Association be deemed a bailee of the Vessel Owner's vessel.

14. It is understood and agreed that this Dockage Agreement does not constitute bailment. Vessel Owner retains and has the exclusive care, custody, control and access to the vessel and its contents at all times.

15. No modifications to this Dockage Agreement shall be enforceable unless in writing and signed by an authorized agent of the Association.



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

Dockage\_Agreement\_2005d

## DOCKAGE AGREEMENT

Revised 11/23/10

16. The Association's failure to require strict performance under this Dockage Agreement, or waiver of any condition shall not be deemed a future waiver of any condition or any of its rights under this Dockage Agreement and shall not in any respect be deemed a continuing waiver.

17. The individual executing this Dockage Agreement warrants and represents his/her authority to obligate the Slip Owner and/or Vessel Owner and vessel to the terms of this Dockage Agreement. The Association may in its sole discretion require proof of such authority.

18. In the event any portion of this Dockage Agreement shall be deemed to be in violation of any law of the State of Florida, said portion and said portion only shall be deemed null and void. The remainder of the Dockage Agreement shall remain in full force and effect. This Dockage Agreement shall be interpreted in accordance with the laws of the State of Florida and any action brought to enforce this Dockage Agreement shall be in the FLORIDA COURTS.

19. The Vessel and/or the Slip Owner, both jointly and severally, shall pay all costs, including reasonable attorneys' fees incurred by the Association, in non-judicial proceedings or judicial proceedings and appeals there from to enforce any and all provisions of this Dockage Agreement and effect collection of any sums due the Association. In the event the Association sues or is sued in tort or contract, or otherwise, in any action arising out of or in relation to this Dockage Agreement and Association is the prevailing party by means of judgment, dismissal or otherwise, whether or not such actions presented a justifiable issue of law of fact, or whether or not the Association was Plaintiff or Defendant in said action, the Association shall recover its costs and expenses directly incurred because of any said action, including its reasonable attorneys' fees, whether taxable or not, from the other party.

20. Charges for electricity shall be billed according to the formula adopted and approved by the Board of Directors.

21. The statute of limitations for enforcement of either party's rights under this Dockage Agreement shall be the applicable statutes of limitations of the State of Florida and any laches defense raised by either party shall be constructed to always be within the period of the said applicable statutes of limitations.

22. The Slip Owner and/or Vessel Owner, as the case may be, hereby acknowledge and confirm their understanding of and agreement to the following:

- A. Neither this Dockage Agreement, or any Certificate of Ownership in favor of the Slip Owner, or the use of the term "Slip Owner" or equivalent in this or any other document confer any ownership whatsoever to the land on which the Dock Space is located or to the Dock Space itself. The Dock Space for most, if not all portions of the Marina, exists on property leased from the Trustees of the Internal Improvement Trust Fund of the State of Florida pursuant to a Sovereignty Submerged Land Lease. The rights enjoyed by the Vessel Owner and Slip Owner are limited to use of the Dock Space in accordance with the terms of this Dockage Agreement and all applicable laws, rules and regulations, of the State of Florida, the provisions of the Declaration, and the terms and conditions of the Sovereignty Submerged Land Lease as it exists, from time to time.
- B. Any assignment, conveyance or other transfer of the right to use the Dock Space, rental, leasing, licensing, sublicensing, subletting or other grant of permission to use the Dock Space whether temporarily, or otherwise, requires prior written approval from the Association. Approval will only be granted in accordance with: (i) the terms of this Dockage Agreement; (ii) the terms and conditions of applicable laws, regulations, permits and the Sovereignty Submerged Land Lease; (iii) rules and regulations adopted by the Association; (iv) submission to the Association and its committee for prior written approval of all documentation pertaining thereto; and (v) the remittance and payment to the Association, for further remittance to the State of Florida, of any and all applicable and required rent payments due the State of Florida by virtue of the terms and conditions of the Sovereignty Submerged Land Lease and applicable rules and regulations of the State of Florida pertaining thereto. State regulations currently require the payment of 6% of any and all consideration paid therefore to the State of Florida as well as applicable sales tax in respect to the consideration so paid. The Association will retain such funds and remit them accordingly to the State of Florida Department of Environmental Protection and/or the State of Florida Department of Revenue.



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

Dockage\_Agreement\_2005d

## DOCKAGE AGREEMENT

Revised 11/23/10

- C. The Sovereignty Submerged Land Lease has a term to it, there is no right to require that it be renewed, and no legal right to be assured that the State of Florida will renew, extend it, modify it, or grant a new lease in the future. Upon its expiration whether by maturity of its terms or otherwise, any right or ability of the Vessel Owner or Slip Owner to make use of the Dock Space will cease and terminate forthwith and any vessels or improvements located therein must be removed forthwith.
- D. Any terms and conditions of the Sovereignty Submerged Land Lease, as it may in the future be renewed, extended or modified and/or applicable rules, regulations or laws of the State of Florida shall prevail and control over anything in this Dockage Agreement or in the Declaration to the contrary relative to the Dock Space.
- E. The term "Dock Space" as used in this Dockage Agreement means the "Boat Slip" as defined in the Declaration *and Permitted Slip Space as referred to by the Sovereignty Submerged Land Lease*.
- F. The terms and conditions of the Sovereignty Submerged Land Lease include, among other things, a special lease condition, 31D, that prohibits more than a maximum of 21 of the 79 Boat Slips or Dock Spaces within the Marina at any given time from being used or occupied by owners of residential condominium units in the upland Marina Bay Club of Naples, a condominium, in which the Marina is a unit. Accordingly, the Association will further regulate (and has the right to do so) approvals of any transfers, leases, assignments, conveyances, licenses, sublicenses or subleases to prohibit any of the foregoing that would result in more than the owners of twenty-one (21) residential units within the Marina Bay Club from having the right to use or occupy Boat Slips or Dock Space at any one time. Furthermore, to the extent a Dock Space is occupied by a vessel whose Vessel Owner does not own a residential condominium at the time of occupancy, but whose Vessel Owner subsequently acquires ownership of an upland residential condominium unit such that the twenty-one (21) permitted Dock Spaces are exceeded, the Association reserves the right to require immediate removal of any such vessel from the Dock Space and the Marina.
- G. The provisions hereof relative to transfer and assignment shall prevail over the provisions of Section 11 of the Declaration and shall permit the Association to disapprove any conveyance, leases, license, assignment, sublease, sublicense or other transfers of the right to use the Dock Space except in conformity herewith without the exercise of the purchase rights provided for in section 11 of the Declaration.
- H. The term "Declaration" refers to the Declaration of Covenants and Restrictions Island Marina dated March 5, 1996, recorded in Official Records Book 2163, at Page 1, of the Public Records of Collier County, Florida.
- I. The Slip Owner consents to and approves in advance, any future amendments to the Declaration, the Articles of Incorporation, or Bylaws of the Association for the purpose of imposing or including any and all of the foregoing requirements (or the substance thereof) therein so as to ensure compliance with applicable requirements as herein set forth imposed by the terms of the Sovereignty Submerged Land Lease and/or rules, regulations and laws of the State of Florida and hereby grants to the Secretary of the Association an irrevocable proxy, that is coupled with an interest, for the purpose of casting the vote of the Slip Owner to approve any such amendments
- J. Any instrument transferring or assigning this Dockage Agreement and/or the right to make use of the Dock Space whether described, construed, or intended as an assignment, conveyance, bill of sale, license, lease, sublicense, sublease or other equivalent term or concept shall contain within its provisions describing and replicating the terms and conditions of this section 22, or the substance thereof, so that the transferee, licensee, lessee, sublicense, sub lessee , or other assignee is made aware of the requirements applicable thereto and is further obliged to impose such conditions and terms and set them forth in any further instrument of transfer, leasing, licensing, sublicensing, subleasing or other assignment.

ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC.

Dockage\_Agreement\_2005d

**DOCKAGE AGREEMENT**

Revised 11/23/10

- K. Compliance with the Marina Operation and Management Plan (MOMP) is a requirement of tenancy will be enforced along with the requirements of a Clean Marina Designation for the vessels and parties maintaining vessels.
- L. No Live-a-boards are allowed. Overnight stays on vessels are limited to the provisions of the lease with no live-a-boards. Overnight stays are limited to four (4) consecutive days with a total of eight (8) within a 30 day period. Discharge to surface waters from the use of Type I or type II marine Sanitation Device (MSD) by any vessel while moored at the Marina is prohibited. The facility inspects each live-a-board vessel to assure the holding tank is plumbed to accept all sewage and records results into the Holding tank Inspection Log. The facility inspects the waste seacock seals of each live-a-board vessel a minimum of one time every 30 days to assure that the seacocks remain closed and document the results in the Waste Seacock Log.

The Parties have executed this Dockage Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Undersigned hereby acknowledges [check one]:

\_\_\_\_\_ He is the Owner of the vessel described to in this Agreement.

\_\_\_\_\_ He is authorized by the Owner of the vessel to execute this Agreement and bind the Owner and vessel to the terms hereto.

ISLAND MARINA BOAT SLIP  
OWNERS ASSOCIATION INC.,

\_\_\_\_\_  
PRINT NAME OF VESSEL OWNER / FOR VESSEL OWNER

\_\_\_\_\_  
PRINT NAME OF DIRECTOR

\_\_\_\_\_  
SIGNATURE OF VESSEL OWNER / FOR VESSEL OWNER

\_\_\_\_\_  
SIGNATURE OF DIRECTOR

IN ADDITION TO THIS DOCKAGE AGREEMENT YOU ARE BEING PROVIDED A COPY OF THE RULES AND REGULATIONS AND THE MOORING RULES OF ISLAND MARINA. THE RULES AND REGULATIONS ARE CONSIDERED A PART OF THIS DOCKAGE AGREEMENT. THE MOORING RULES ARE EMBEDDED IN AND ARE CONSIDERED A PART OF THE RULES AND REGULATIONS.

This DOCKAGE AGREEMENT identified as "Dockage\_Agreement\_2005d" was revised per DEP Consent Order Review comments on 11/10/2010 for paragraph 36M addition and approved by the IMBSOA's Board of Directors at a Special E-mail Board Meeting on November 23, 2010.



**ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION  
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**PRINT ALL INFORMATION**

Vessel's Owner's Name (s): _____	Slip Owner's Name (s): _____
Street Address: _____	Street Address: _____
City, State & Zip: _____	City, State & Zip: _____
Name of Vessel: _____	Vessel in Slip#: _____

The President, and on behalf of the Board of Directors (the "Board") of the Island Marina Boat Slip Owners Association Inc., (**IMBSOA**) a Florida not-for-profit corporation (the "Association") and the above mentioned and undersigned Vessel Owner(s) ("Vessel Owner") and Slip Owner(s) ("Slip Owner") (collectively "the Parties") for good and valuable consideration hereby agree as follows:

Article 4.01(K) of the Bylaws of the Association grants the Board the authority to adopt rules and regulations for the use of the common areas of the Marina Unit and recreational facilities serving the Vessel and Slip Owner.

On April 17, 2003, the Board adopted certain **MOORING RULES** that require certain Vessel Owner(s) and Slip Owner(s) to enter into this Hold Harmless and Indemnification Agreement (this "Agreement"). Copies of the **MOORING RULES** are attached hereto and incorporated by reference into the "Rules and Regulations" of Island Marina.

The Parties recognize the importance of complying with the Rules and Regulations as violations thereof may affect the validity of the Modified Sovereignty Submerged Lands Lease entered into between Island Marina Inc. and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

The Parties further agree that the Vessel Owner and Slip Owner shall hold harmless and indemnify the Association and its agents, employees and assigns from any and all claims, damages, liability, loss, verdicts, judgments, suits and actions, including attorneys' fees and all costs of litigation arising under or incidental to the mooring or dockage of the above-mentioned Vessel or usage of the above-mentioned Slip. The Scope of this Provision shall be broadly construed and includes all economic losses, including consequential and indirect damages. This Provision shall also pertain to any claims brought against the Association by any employee of the Vessel Owner or Slip Owner, any assignee, invitee, guest or visitor of same or anyone either directly or indirectly so employed.

The Parties have executed this Agreement effective as of \_\_\_\_\_, 20\_\_\_\_\_

_____ Signature of Vessel Owner	<b>ISLAND MARINA BOAT SLIP OWNERS' ASSOCIATION INC.,</b> a Florida not for profit corporation
_____ Signature of Vessel Owner	<b>By:</b> _____
_____ Signatures of Slip Owner	<b>ATTEST:</b>
_____ Signature of Slip Owner	<b>By:</b> _____

DOCUMENT DISTRIBUTION:    Original to Island Marina       Copy to Vessel Owner       Copy to Slip Owner



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION

Rules\_Regulations\_2010g.doc

## RULES AND REGULATIONS

Revised 09/29/2010

In order to maintain an inviting atmosphere at Island Marina and to assure maintenance of water quality at the Marina as required by environmental permits issued to the Marina, the following rules and regulations are in effect and constitute a part of and are deemed incorporated into the Dockage Agreement. Compliance at all times with the following rules and regulations is required. *These Rules and Regulations have been modified where shown in italics in response to the FDEP comments within Consent Order OGC No. 10-1463-11-SL entered on 7/29/2010.*

1. When a vessel enters the Marina, the Vessel Owner ("Vessel Owner"), crew and guests shall comply with the terms of the Rules and Regulations, the Mooring Rules, The Declaration of the Association and the Bylaws of the Association as amended from time to time to include the terms of the Dockage Agreements and the Submerged Land Lease ("Association Documents"). If applicable, it is the ultimate responsibility of the related Slip Owner to ensure the Vessel Owner or his/her/its' crew and invitees comply with the terms of the Association Documents.
2. Check In – Upon the new arrival of a vessel or upon the signing of a Dockage Agreement, the Harbormaster (or his/her designee) shall inform the Vessel Owner of their responsibilities regarding use of the slip and shall advise the Vessel Owner that the outboard mooring pilings are the waterward extent of the Marina and that no part of the Vessel Owner's vessel may extend beyond the outboard mooring pilings. The Harbormaster shall go over the Terms of the Dockage Agreement and shall explain the conditions, including the navigation conditions and restrictions in and around the Marina and Wiggins Pass. The Association shall make available to the Vessel Owner upon request, a document reflecting the navigational channel from the Marina to Wiggins Pass. The Harbormaster, upon directing the Vessel Owner to the assigned slip, shall inspect the vessel to determine the type of operation and condition of various overboard discharge systems, including, but not limited to bilges, showers, galleys, heads, and holding tanks.
3. The vessel Owner is prohibited from and shall not allow any part of the vessel to extend waterward of the permitted slip length. *Conformance to position will be based upon the Survey and the current Slip 1 thru 79 BOAT INFORMATION TAG permanent mounted attached to each dock box. The boat shall not be positioned within the slip a distance waterward of the floating dock greater than that stated on the tag.*
4. Upon initial mooring at the Marina and at appropriate subsequent intervals, as determined by the Harbormaster, the Vessel Owner shall provide the Harbormaster a mechanics' certification that the engines are properly tuned, or will allow the Harbormaster access to inspect the vessel to determine that the engines are properly tuned so as to release into the water as little oil and grease as practical, given the size, type, and age of the engine. Vessels with improperly tuned engines, as determined by the Harbormaster, shall not be permitted to moor at the Marina.
5. Sewage Pumpout – Upon determination of the type of system on board, the Harbormaster shall proceed to; a) pump out any self contained holding tank, assuring that it is sealed from discharge overboard; b) seal any head (toilet) with a direct discharge overboard, in a fashion preventing its use; c) remove any portable holding tank to a secured upland location; and d) provide the Vessel Owner with key/combination to upland sanitary facilities (OPTIONAL). The Harbormaster shall ensure that discharges shall be properly directed for treatment.
6. Documentation – The Harbormaster shall enter into the daily log the name of the vessel, name of the Vessel Owner, and type of sanitary facilities on board. If a holding tank is pumped out, an approximate amount shall be documented.
7. Bilges – Pumping of bilges in the Marina is prohibited. Pumping of bilges introduces oils, greases, detergents and related deleterious substances into the Marina basin that degrade water quality. Owners of vessels moored at the Marina for more than two consecutive days or seven days in any 30-day period, must install and maintain within the vessel bilge, absorbent pads capable of absorbing oil and grease but not water. Vessel owners shall replace such absorbent pads at intervals recommended by the manufacturer or at more frequent intervals as determined by the Harbormaster after inspection. The Vessel Owner shall be responsible for disposing of the absorbent pads in a manner consistent with state or federal regulations. Vessels planning to moor at the Marina for more than two consecutive days or seven days in any 30-day period shall be prohibited from mooring without absorbent pads.  
  
If requested by the Vessel Owner, or in the event of a recognized emergency situation, in the Vessel Owner's absence, the Harbormaster shall provide, at the Vessel Owner's expense, equipment capable of pumping bilges into a container for transfer to a suitable upland disposal site. Only in the event of an emergency, for example the breach of a hull, failure of a thru hull fitting, or similar event, shall pumping of bilges be allowed. Emergency pumping does not alleviate the State requirements for water quality or any subsequent enforcement action as result of pumping. The Vessel Owner shall be financially responsible for the remediation of adverse water quality impacts. Absorbent material and a containment boom are available at the Marina to contain discharges of fuel or other pollutants.



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION

Rules\_Regulations\_2010g.doc

## RULES AND REGULATIONS

Revised 09/29/2010

8. Galleys/Showers – The Vessel Owner has an obligation to maintain water quality within the Marina. The Vessel Owner should utilize biodegradable detergents when possible, avoid overboard discharges and prevent discharge of oils, greases, food products, or other wastes associated with use of a galley or shower or other source.
9. Residency – No transient or permanent liveaboard shall be allowed to use the Marina. Liveaboards shall be defined as those vessels with habitants docked at the facility for two (2) consecutive days or seven (7) days in a thirty (30) day period. No overnight sleeping or staying on any vessels shall be allowed at the Marina unless such vessels contain a federally approved holding tank for galley, head, or similar waste, and on board discharges be directed to those facilities. The Harbormaster will, at the Vessel Owner's request and expense, pump those tanks out prior to the vessel departing and make an appropriate entry made into the daily log.
10. Omitted on purpose to retain rule # sequence --- transferred original language to rule # 31.
11. Omitted on purpose to retain rule # sequence --- transferred original language to rule # 30.
12. Only vessels in good condition, and under their own power, shall be admitted to berthing areas. In the event of an emergency during the Vessel Owner's absence, e.g. breakdown of the bilge pump, leak, bad lines, the Association is authorized to make necessary repairs as economically as possible which will be charged to the Vessel Owner.
13. Pets shall be leashed within the confines of the Marina and toileted on grass areas. Pets are permitted only if they do not disturb guests.
14. Boats leaving for an extended cruise will notify the Harbormaster of the approximate duration and destination.
15. The rules of the road and the navigational laws of the United States apply to all vessels entering and leaving the Marina.
16. Refuse or garbage shall not be thrown overboard. All refuse or garbage shall be deposited in can (garbins) or other receptacles supplied for that purpose *and recycle items placed within the recycle bins*. Vessel Owner shall notify the Association of anything that will not fit in these cans and the Association shall dispose of same.
17. Charcoal or gas fires will not be permitted on the dock. Storage or placement of fuel/oil containers, flammable substances or hazardous materials on the docks or in dock boxes is strictly prohibited.
18. Noise shall be kept to a minimum at all times. Vessel Owners shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. The use of mechanical tool (buffers, sanders, etc.) outside of the boat is prohibited. All boats must have under-water exhaust in operation.
19. Advertising or soliciting shall not be permitted on any vessel within the Marina. Neither the vessel nor Island Marina, its name, address or phone number shall be used for business purposes by Owners. Commercial vessels (For Sale, charter or hire, etc.) are not permitted in the Marina.
20. Fishing, swimming, diving, jumping, roller-skating, skateboarding, casting, or gigging shall not be permitted from the docks, finger piers, or from vessels at the dock. No fish cleaning shall be permitted within the Marina.
21. Vessel or Slip Owners shall not store supplies, materials, accessories or debris on walkway, docks or finger piers and shall not construct or place thereon any lockers, boat lifts, cabinets, or similar structures, except with written approval from the Association. Painting, scraping or repairing of gear or of the vessel shall not be permitted on the walkways, docks or finger piers. The extent of repairs and maintenance, which shall be permitted, shall be at the sole discretion of the Association.
22. Subleasing of slips, transfer of a vessel between slips, or from one slip to another slip shall not be allowed, except upon prior written approval of the Association. The Vessel Owner agrees that in case of an emergency, the Association may move the vessel from its' assigned mooring space to any other mooring space without prior notice or approval. Vessels may be moved to another slip upon a (30) thirty-day notice to make room for special events at Island Marina.
23. Laundry shall not be hung on boats, walkways, docks or finger piers in the Marina, nor shall "for sale" or "for hire" signs be placed on vessels.
24. Vessel Owners checking out of the Marina shall report to the Harbormaster's office and settle their account prior to leaving. It is suggested that all Vessel and Slip Owners will leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. However, in any event the Association assumes no responsibility whatsoever for forwarding mail or messages. All personal property must be removed from dock boxes when dockage is terminated. The Association assumes no responsibility for any personal property that may be remaining.
25. The Association reserves the right to limit and govern parking in the Marina Area.



# ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION

Rules\_Regulations\_2010g.doc

## RULES AND REGULATIONS

Revised 09/29/2010

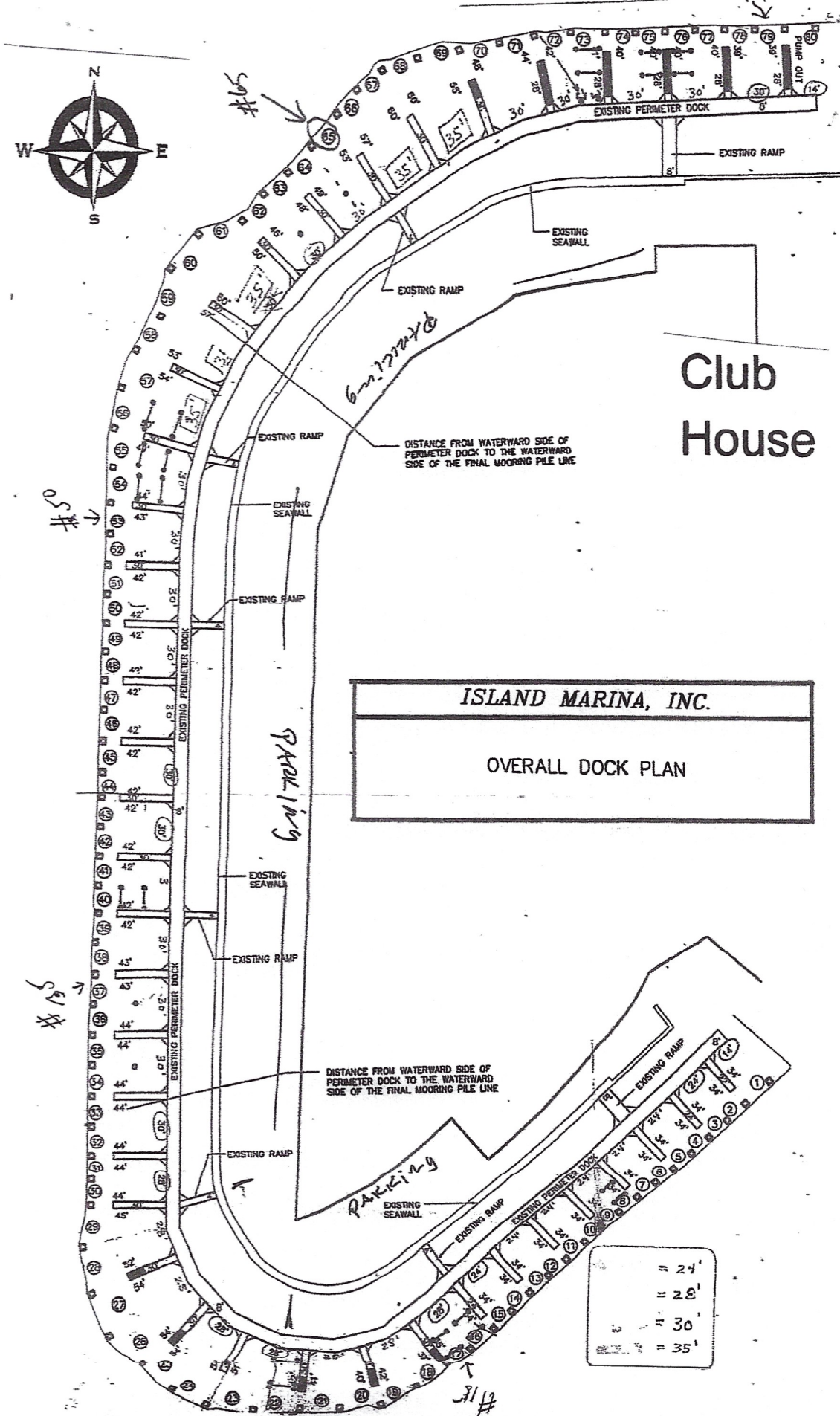
26. Motorcycles and bicycles shall not be ridden on any dock or pier and shall be stored on the boat or in the parking lot. Dinghies must be berthed within the slip assigned to the boat and in such a manner as not to interfere with the adjoining slip.
27. All vessels moored at this Marina shall be registered or titled unless exempt by Florida Statutes Chapters 327 and/or 328.
28. All lines, rigging and halyards will be secured by the Vessel Owner in order to eliminate noise. Slotted masts must have noise protection devices.
29. If the Owner's vessel contains a sanitation device aboard, it must comply with the most advanced state of the art requirements of applicable governmental laws and regulations concerning the installation and use of such device. The sanitation device must be properly functioning at all times while the vessel is at its berth. No discharge of sanitation effluent or dumping overboard shall be allowed at the Marina.
30. Violations - The *FDEP* or the Association reserves the right to identify any offender causing a violation of any governmental approval, rule, regulation of law, including but not limited to, water quality standards within and adjacent to the Marina, and to name said offender in any enforcement action taken by any governmental authority with jurisdiction or a proprietary interest in or over the Marina or activities conducted at the Marina.
- Violation of any of the Rules and Regulations and Mooring Rules as amended from time to time, or disorder, or indecorous conduct by the Vessel or Slip Owner, that may injure a person, cause damage to property or to the environment or harm the reputation of the Marina shall be cause for immediate termination of the Dockage Agreement and removal from the Marina of the Vessel.
- 31 Remedies and Notification – The Harbormaster shall monitor all Vessel and Slip Owners using the Marina to ensure compliance with these Rules and Regulations, the Mooring Rules and the Dockage Agreement. Upon observation of non-compliance concerning Rule Nos. 3, 4, 7, 8, 16, 17 or 29 or other environmental compliance requirements, regulatory approval, rule, regulation or law, the Harbormaster may serve a written "Caution" statement to the Vessel and Slip Owner, informing him of the infraction. A second infraction may result in a written "Warning" notice, informing the Vessel and Slip Owner of the second infraction. A third infraction will result in the immediate termination of the Dockage Agreement, and the Vessel Owner will be given one hour to remove the vessel from the Marina. Infractions do not have to be identical, and separate notices of violations of these Rules and Regulations, the Mooring Rules and the Dockage Agreement are cumulative. All Caution, Warning and Termination Notices will be documented in the Daily Log, including the reason for the infraction. Copies of such Notices resulting from violations will be forwarded to the Department of Environmental Protections, Fort Myers office.
- In lieu of issuing such notices, the Association reserves the right to terminate the lease and cause the immediate removal from the Marina of the vessel as authorized by the Dockage Agreement.
32. Mooring Rules – The rules entitled "MOORING RULES" are incorporated herein by reference.
33. When any vessel is moored, the stern or bow of the vessel shall not be in contact with any part of the docks. The "spring line" must prevent any part of the stern or bow of the vessel from touching or bumping any part of the docks. See Rule # 2 of the MOORING RULES for a detailed description of the rule and the remedies adopted for enforcement.
34. Following the adoption of the Mooring Rules by the Board on April 17, 2003 requires that all subsequent Vessel Owners after July 1, 2003, must enter into a Dockage Agreement with the Association for any vessel that is to be moored in a designated slip at this Marina and a member of the Board of Directors must approve that agreement. See Rule # 3 of the MOORING RULES for a detailed description of the rule and the remedies adopted for enforcement.
35. Any vessel with a bow, anchor or any other portion thereof that extends into the Association common dock space must have that bow, anchor or portion thereof covered with a brightly colored cushioned protective device to aid in the safety of persons utilizing the docks. See Rule # 4 of the MOORING RULES for a detailed description of the rule and the remedies adopted for enforcement.
36. *Compliance with the Marina Operation and Management Plan (MOMP) is a requirement of tenancy will be enforced along with the requirements of a Clean Marina Designation for the vessels and parties maintaining vessels.*

**KEEP OUR WATERWAYS CLEAN – WATCH FOR THE MANATEE  
NO WAKE PLEASE!**

**NOTICE: THESE RULES AND REGULATIONS ARE PART OF YOUR DOCKAGE AGREEMENT**

THESE RULES AND REGULATIONS WERE AMENDED PER FDEP COMMENTS WITHIN CONSENT ORDER OGC NO. 10-1463-11-SL ENTERED ON 7/29/10 and (ON 9/28/10 FOR PARAGRAPH 3 & 36) BY THE ASSOCIATION'S BOARD OF DIRECTORS





**ISLAND MARINA, INC.**

## OVERALL DOCK PLAN

**Vanderbilt Dr.**

S<sub>14</sub>