

# **BONEFISH MARINA CONDOMINIUM ASSOCIATION LIVE-ABOARD DOCKAGE AGREEMENT**

The Bonefish Marina is designated a live-aboard marina. Permission to live-aboard may be granted by the Marina to applicants who have 1) met the requirements of Vessel Standards and Occupancy as designated in the Bonefish Marina Rules & Regulations and, 2) have properly completed and executed a current Live-Aboard Dockage Agreement.

1. In consideration of the Marina permitting the persons listed below to live aboard the vessel while the vessel is docked in the Marina the Vessel Owner agrees to be bound by the terms, conditions, rules and requirements set forth in the Marina Rules and Regulations, including the Live-Aboard Dockage Agreement.
2. This agreement is effective and valid for one (1) year beginning on this agreement's Effective Date.

**Vessel Owner Name:** \_\_\_\_\_

**Vessel Name:** \_\_\_\_\_

**Slip#:** \_\_\_\_\_

**Name of person(s) living aboard:**

1) Name: \_\_\_\_\_

Contact#: \_\_\_\_\_

2) Name: \_\_\_\_\_

Contact#: \_\_\_\_\_

3) Name: \_\_\_\_\_

Contact#: \_\_\_\_\_

4) Name: \_\_\_\_\_

Contact#: \_\_\_\_\_

**Effective Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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## **Vessel Details:**

Vessel Name: \_\_\_\_\_

Make: \_\_\_\_\_ Year: \_\_\_\_\_

Vessel Type (power or sail): \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Draft: \_\_\_\_\_

Registration#: \_\_\_\_\_

Registration Expiration Date: \_\_\_\_\_

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

Policy#: \_\_\_\_\_ Exp Date: \_\_\_\_\_

The following constitutes the Bonefish Marina's definition of a Live-Aboard vessel: A vessel will be considered a live-aboard vessel when anyone has or will be staying on board for more than sixty (60) days per calendar year.

This Agreement does not become effective or enforceable until the Vessel Owner's application has been approved and this Agreement has been executed by an authorized Marina representative. It is understood and agreed this Agreement is a commercial contract and does not create a bailment or a residential landlord-tenant relationship.

All vessels are required to carry liability insurance in accordance with the Bonefish Marina Rules & Regulations.

The Marina Dock Master and at least one member of the Marina Board of Directors must approve the Live-Aboard Dockage Agreements in writing

The Vessel owner shall update the occupants list in writing within five (5) days of any change in person(s) who has or will be staying aboard.

All vessels may be subject to inspection on arrival to ensure compliance with Marina Rules. The Marina reserves the right to perform periodic vessel inspections to verify vessel compliance with all Marina Rules and Regulations and Vessel Standards.

Live-aboard privileges are not transferrable with the sale of the vessel

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**Indemnification:** Vessel Owner agrees to release, indemnify, and “hold harmless”, the Marina Dock Master, Board of Directors and Condo Association, of and from any and all claims for damages, losses, expenses, and costs, of any nature arising by reason of use of the rented slip/space, adjacent docks, pilings, piers, and all other property of the Marina. Additionally, Vessel Owner must indemnify Marina Dock Master, Board of Directors and Condo Association and hold , its officers, employees, or agents, (“Indemnitees”), harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of Vessel Owner or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the premises leased or used by Vessel Owner, (“Premises”), or using any of the services provided by Vessel Owner, or which may arise or which may be alleged to have arisen out of or pursuant to this Agreement, or when such injury or damage is the result, proximate or remote, of the violation by Vessel Owner, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when such injury or damage may in any other way arise from or out of the construction or use of improvements located on the Premises herein or out of the use or occupancy of the improvements to the Premises or the Premises itself by Vessel Owner, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees. Vessel Owner consents and agrees that if Marina is made a party to any litigation against Vessel Owner or in any litigation commenced by any party, including Vessel Owner relating to this Agreement, Vessel Owner shall defend Marina upon receipt of reasonable notice regarding commencement of such litigation.

**Vessel Owner Initials**

\_\_\_\_\_

Live-aboard status of the owner on this agreement may be terminated For Cause by the BFM Condo Association with written notice.

The Agreement is made this \_\_\_\_ day of \_\_\_\_\_ between Bonefish Marina and Owner of the above-described vessel for the use of dockage space to live-aboard.

Vessel Owner Signature: \_\_\_\_\_

Approved by Marina Dock Master: \_\_\_\_\_

Approved by Marina Association Board Member: \_\_\_\_\_