

## BOAT SLIP USE AGREEMENT

Assigned Boat Slip # \_\_\_\_\_

This Boat Slip Use Agreement ("Agreement") is made this 1<sup>st</sup> day of January, 2023, by and between THE VILLAGE ON ISLAND ESTATES, INC., whose mailing address is: 24701 U.S. Hwy. 19 North, Suite 102, Clearwater, FL 33763 ("VOIE") and \_\_\_\_\_ ("UNIT OWNER"/"USER") whose address is:

\_\_\_\_\_

**Boat Name:** \_\_\_\_\_ **Boat Type:** \_\_\_\_\_

**FL Registration:** # \_\_\_\_\_

**Insurance Provider / Policy:** # \_\_\_\_\_

The Right of Use granted hereunder shall, at all times, be subject to certain conditions and restrictions including but not limited to the following:

### DOCK SLIP

- A. VOIE does hereby assign to the UNIT OWNER and the UNIT OWNER hereby agrees to the terms and conditions set forth in this Agreement the use of Dock Slip number \_\_\_\_\_ or such other slip as may be assigned by VOIE.
- B. Failure to place BOAT in the assigned slip within sixty (60) days of this Agreement will void this Agreement. The UNIT OWNER may petition to the board in writing for an extension.

### PURPOSE

- A. The assigned dock slip is to be used for berthing of UNIT OWNER's (or his/her tenant's) personal boat ("BOAT"). UNIT OWNER shall not do or permit anything to be done in or about the docks which will obstruct or interfere with the right of other slips assigned to other UNIT OWNERS.

### TERM

- A. The term of this Agreement shall commence on the 1<sup>st</sup> day of the month following the date in which this Agreement has been executed by both parties, VOIE and UNIT OWNER, and continue for the remainder of the calendar year.

### USAGE FEES

- A. UNIT OWNER agrees to pay VOIE, at VOIE's address above, or at such other place as VOIE may designate in writing, without demand, deduction, credit or set off and in lawful money of the United States of America, as billed on UNIT OWNER's house account.
  - a. Usage fee in the amount of **\$180.00** (in any additional taxes, fees, assessments, etc.) monthly, in advance on the 1<sup>st</sup> day of each calendar month.
- B. The UNIT OWNER agrees that any adjustments to the usage fee, and other sums due VOIE from UNIT OWNER hereunder, shall be considered additional fees and remitted by the UNIT OWNER.

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**SERVICES AND UTILITIES**

- A. VOIE agrees to furnish to the dock during all hours:
  - a. Individual electrical outlet. UNIT OWNER shall contract with local utilities for Electrical Service.
  - b. Individual water outlet and service.
- B. UNIT OWNER shall not be entitled to an abatement or reduction of usage fees by reason of VOIE's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, or other disturbances or disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of VOIE.
- C. The VOIE shall not be liable for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.
- D. UNIT OWNER will not, without written consent of VOIE, use any apparatus or device at the dock using current in excess of 110/220 volts; nor connect with electric current except through existing electrical outlets without overload in the dock area any apparatus or device for the purpose of using electric current.

**REGULATIONS**

- A. UNIT OWNER agrees to observe and comply with the Docking Slip Regulations as defined in VOIE Rules and any reasonable modifications of or additions thereto from time to time promulgated by the Village on Island Estates Board of Directors with respect to usage of the dock facilities and boat operations therein.

**LIENS**

- A. VOIE shall have a lien against the OWNER'S UNIT and/or the above described BOAT (hereinafter called BOAT), its appurtenances and contents for any unpaid sums due for the cost of slip usage charges incurred by the Unit Owner or guest, in his/her behalf, or for damage caused by the BOAT, its owner or guest, to any docks, property of persons at the Village on Island Estates. The enforcement of the lien will be pursuant to **Florida Statute 85.031, or its successor**.
- B. VOIE is authorized to lien the OWNER'S UNIT (as described above) or to sell BOAT OWNER'S vessel at non-judicial sale in the event of a non-payment of slip usage fees for a period of six (6) months as per **Florida Statute 328.17 as amended**.

**INDEMNIFICATION OF VOIE**

- A. This Agreement is for the use of dock space only, and such space is to be used at the sole risk of the UNIT OWNER. VOIE shall not be liable for the care or protection of the BOAT, including its gear, equipment and contents, or for any loss or damage of whatever kind or nature to the BOAT, its content, gear or equipment while in the slip.
- B. The UNIT OWNER is responsible for and agrees to indemnify the Village on Island Estates against damage to dock structures and pilings caused by the BOAT.

**DESTRUCTION OR DAMAGE TO DOCKS**

- A. If the docks are totally destroyed, or so substantially damaged as to be unusable by fire, storm, hurricane or other casualty, the slip usage fee shall abate from the date of such damage or destruction. VOIE shall pursue with due diligence the restoration of the docks to an acceptable condition and the slip usage fee shall again commence upon delivery of the dock to the UNIT OWNER.
- B. In no event shall the dock usage fee abate if the damage or destruction of the dock, whether total or partial, is a result of negligence of UNIT OWNER, their guests or employees.
- C. VOIE shall have no liability under any circumstances for any losses of Unit or Boat Owner or for any losses to UNIT or BOAT OWNER's personal property or fixtures caused by any casualty occurrence, as contemplated in this paragraph.

**SLIP REASSIGNMENT**

- A. VOIE reserves the right, upon giving fifteen (15) days advance notice to the UNIT OWNER, to move the BOAT from assigned boat slip to another assigned boat slip.

**INSURANCE**

- A. UNIT and BOAT OWNER shall provide to VOIE and maintain at all times a Certificate of Insurance as required by the Village on Island Estates Board of Directors, which policy shall also include coverage for fuel/oil spills and contamination.

**MARGINAL HEADINGS**

- A. The words VOIE and BOAT OWNER as used herein shall include the plural as well as the singular. If there be more than one BOAT OWNER, the obligations hereunder imposed on Boat Owner shall be joined in several.
- B. The marginal headings and titles to the paragraph of this Agreement are not a part of this Agreement and shall have no effect on the construction of interpretation of any part thereof. For purposes of this Agreement, the term "BOAT OWNER" shall mean the OWNER(s) of the boat, or in the absence of the OWNER such other person who is in charge of the BOAT on the date of this Agreement.

**GOVERNING LAW**

- A. This Agreement shall be construed and enforced according to the laws of the State of Florida.

**OWNER AND USE**

- A. BOAT OWNER shall provide the VOIE with evidence of ownership of the BOAT in the form of U.S. Coast Guard documentation of Florida Title and Registration.
- B. The usage of the BOAT and dock shall be restricted to personal use only. Use of the BOAT for chartering, or other commercial purposes, is strictly forbidden while berthed at the Village on Island Estates docks.
- C. BOATS while docked at the VOIE marina complex are not to be live-a-boards and accordingly may not be continuously occupied or used for sleeping quarters for more than two days in any three-day period. Any exceptions to this policy are subject to board approval.

**TERMINATION OF USE AGREEMENT**

- A. This Agreement may be terminated by either party, at the end of a calendar month, by giving no less than thirty (30) days' notice.
- B. Failure to return this Agreement, properly executed, to the Village on Island Estates office (as described above), no later than fifteen (15) days from the date shown on top of Page One, will be subject to automatic cancellation of this Agreement.

**SUBLEASE OR ASSIGNMENT**

- A. The Slip may not be sublet or assigned.

This Agreement shall be binding on the heirs, executors or assigns of the UNIT OWNER and individual changes made on request of the UNIT OWNER must be written instruments, signed by the UNIT OWNER and acknowledged by the Village on Island Estates.

WITNESS THE EXECUTION HEREOF AT CLEARWATER, FL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

_____	By _____
WITNESS	THE VILLAGE ON ISLAND ESTATES
_____	By _____
WITNESS	THE VILLAGE ON ISLAND ESTATES
_____	By _____
WITNESS	UNIT OWNER
_____	By _____
WITNESS	UNIT OWNER