



## Transient Slip Agreement

SLIP NUMBER \_\_\_\_\_

Total # of Days: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Rate per Day / Week / Month: \_\_\_\_\_ = \$ \_\_\_\_\_

7.5% Sales Tax \_\_\_\_\_ = \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

Boat Owner Name: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Boat: Name: \_\_\_\_\_ Length: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

Documentation/Registration Number: \_\_\_\_\_

Boat Insured by: \_\_\_\_\_ Policy No. \_\_\_\_\_

Accepted By:

X \_\_\_\_\_ Date: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize **Islander Bayside** to bill my credit card

For my transient slip fee. SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

## Islander Bayside Transient Slip Agreement

**TERMS AND CONDITIONS:** Marina Owner and Boat Owner agree that the following Terms and Conditions are incorporated into this Agreement and are made a part hereof:

1. **PERMITTED USES:** The Slip shall be used only for moorage of the Boat for pleasure Boating. Commercial, charter, residential and other uses are prohibited, unless approved in writing by Islander Bayside.
2. **SUBLEASED SPACE:** This Agreement grants the Boat Owner only a license to use the Slip and non-exclusive access to piers, docks, sidewalks and parking lot of Islander Bayside that is reasonably necessary to use the Slip. Notwithstanding anything in this Agreement to the contrary, reference to the Marina elsewhere in this Agreement will not be construed to grant Boat Owner any rights to other areas of the Islander Bayside, other than so expressly set forth above.
3. **COMPLIANCE WITH RULES:** Boat Owner shall comply at all times with Islander Bayside Rules and Regulations, as may be amended from time to time, which Boat Owner has signed and received a copy of contemporaneously herewith. Boat Owner shall be responsible for the actions and behavior of Boat Owner's licensees, agents, servants, employees, guests, family members, invitees or visitors in or about the Slip and/or the Marina.
4. **BOAT:** Boat Owner warrants that Boat Owner will, at Boat Owner's expense, maintain the Boat in a clean, sanitary and fully operational condition at all times. The Boat shall be able to get underway, under her own power and with her crew in a reasonable amount of time, and shall not create a fire hazard, eyesore or sinking hazard. The Boat Owner shall keep the Boat properly moored and dry within at all times.
5. **NO ASSIGNMENT OR SUBLETTING:** Boat Owner may not assign this Agreement or sublet the Slip.
6. **WAIVER OF SUBROGATION:** Boat Owner hereby waives such causes of action he/she may have or acquire against Islander Bayside or its employees or agents resulting from the destruction of or damage to real or personal property belonging to Boat Owner and located in or on the premises and which are caused by fire and/or hazards insured against in an extended coverage endorsement to a standard fire insurance policy approved for use in the State of Florida. Boat Owner further agrees to cause any insurance policy now owned or hereafter acquired covering the destruction or damage of such real or personal property from fire and/or the hazards covered by the aforementioned extended coverage endorsement to contain a waiver of subrogation or endorsement under which the insurance company waives the right of subrogation against Marina Owner or any party to this Agreement in case of destruction of or damage to the aforementioned property of any such party.
7. **CONDITION OF SLIP:** Boat Owner hereby accepts the condition of the Slip "AS IS" and Boat Owner acknowledges that Islander Bayside makes no express or implied warranty as to the condition of the Slip, or any utilities, gangways, fences, doors, locks, or any other respect of the Islander Bayside. Boat Owner shall take good care of the Slip and, at the expiration or sooner termination of this Agreement, surrender and deliver the Slip to Islander Bayside in as good condition as when received by Boat Owner from Islander Bayside, reasonable use and wear expected. Boat Owner shall not make any alterations, additions or improvements in or to the Slip.
8. **INDEMNIFICATION AND INSURANCE:** Boat Owner hereby releases and agrees to defend and fully indemnify Islander Bayside and hold it harmless from and against any and all liability, damages, costs or expenses, including attorneys fees, for any and all liability for personal injury, loss of life or property damage arising from any act or omission of any person including, but not limited to, the ordinary negligence of the Islander Bayside, its employees, agents or subcontractors in connection with (1) the Islander Bayside premises or use of the dockage space; (2) in connection with the Boat Owner's Boat, motor or accessories while it is on the Islander Bayside premises; and (3) for loss or damage to the Boat Owner's Boat, motors, accessories or contents due to fire, theft, vandalism, collision, Islander Bayside equipment failure, windstorm, rain, hurricane or other casualty loss. Boat Owner shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect General Liability and Protection and Indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1,000,000.00.
9. **DEFAULT:** Boat Owner shall be in default ("Default") under this Agreement if any of the following occur:
  - A. Boat Owner assigns or transfers this Agreement, or sublets the Slip;
  - B. Boat Owner allows the Slip to be used for the moorage of any Boat other than the Boat described herein;
  - C. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Boat Owner. In no event shall the Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings;
  - D. Boat Owner violates any of the Islander Bayside Rules and Regulations; or
  - E. Boat Owner violates breaches or fails to keep or perform any covenant, agreement, term or condition of this Agreement.

- 10. REMEDIES:** In the event of any Default, Islander Bayside may, at its election, immediately or any time thereafter:
- A. Terminate this Agreement with the Boat Owner still being liable for all monies owed to Islander Bayside up to the date of the termination including, but not limited to, unpaid rent, sales tax and any unpaid additional rent, any physical damage to the Slip, or any other obligation of the Boat Owner to Islander Bayside owner under this Agreement;
  - B. In the event of the foregoing, Boat Owner shall immediately remove the Boat from Islander Bayside, the Boat Owner shall remain liable for the rent, sales tax and additional rent up to the date of termination described herein. In the event Boat Owner fails to remove the Boat from the Islander Bayside, then Islander Bayside may, without further notice, remove or cause to be removed, the Boat from Islander Bayside. Such removal by Islander Bayside shall be at Boat Owner's sole cost, expense and risk; and/or
  - C. Exercise any other remedy allowable by law.
- 11. LIENS AND SALE:** Islander Bayside shall have a lien against the Boat, to secure any rent, sales tax and additional rent or any other amount due and unpaid under the terms of this Agreement, or for any other monetary amounts which may be owed by Boat Owner to Islander Bayside. The lien shall attach to the Boat and personal property on or about the Boat including, but not limited to, furniture, electronic equipment, tackle, appliances and apparel. Landlord shall enforce its lien in compliance with the laws of the State of Florida.
- 12. CUMULATIVE REMEDIES. NO WAIVER:** Islander Bayside rights and remedies hereunder are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available at law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.
- 13. RELOCATION OF SLIP:** Islander Bayside reserves the right to change Slip assignments, as well as any access ways, parking and similar areas, as necessary at Marina Owner's sole discretion for the efficient operation of Islander Bayside, or for any other purposes. In the event of any such change, Boat Owner shall receive a new Slip as nearly comparable in location to Boat Owner's former Slip as is available. In the event of such a change, Boat Owner may elect to terminate this Agreement. Termination of this Agreement by the Boat Owner under the provision of this paragraph shall not relieve Boat Owner from liability to Islander Bayside for any monies owed by Boat Owner to Islander Bayside on the date of termination.
- 14. PARKING:** Parking shall at all times be governed by reasonable rules and regulations which shall be published from time to time by Islander Bayside.
- 15. Islander Bayside ACTIONS:** Although Islander Bayside has absolutely no obligation to do so, should Islander Bayside take such action as it deems necessary and prudent to protect Boat Owner's Boat, whether in immediate peril or not, the Boat's Slip, adjacent vessels, or property of Boat Owner, said action is hereby approved and authorized by the Boat Owner. Any such action by Islander Bayside shall include, but not be limited to, relocating the Boat outside the Islander Bayside on account of bad weather or fire on the Boat, installing mooring lines or pumping out of the Boat or other similar service. Boat Owner agrees to reimburse Islander Bayside for labor and materials expended in such action at prevailing Islander Bayside rates. Any reimbursable charges shall be treated as additional rent. In addition, Boat Owner agrees to hold Marina Owner harmless for any damages to the Boat as the result of Islander Bayside voluntary action to protect the Boat regardless of the action taken or circumstances giving rise to the action.
- 16. BOAT OWNER'S LIABILITY FOR DAMAGE TO ENVIRONMENT:** Boat Owner shall, in and around the Islander Bayside, comply with all laws, rules and regulations concerning the protection of the environment and pay Islander Bayside for any damage, expense or liability incurred by Islander Bayside due to Boat Owner's or Boat Owner's agent's failure to comply with such laws and regulations or due to any pollution created by, caused by or contributed to by Boat Owner. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances including, but not limited to, oil, diesel fuel, gasoline or untreated sewage (hereafter "Hazardous Substances") into the water or land of the Marina. Boat Owner and Boat are responsible for any and all costs including, but not limited to, the costs of any and all implements or tools utilized in containing, removing and/or storing said Hazardous Substances, disposal of Hazardous Substances, clean up oversight by governmental agencies and Marina Owner personnel and any and all legal fees incurred in defense of any violations. Boat Owner shall be responsible for cleaning up any such release. Boat Owner shall report any such release to the Islander Bayside, its employees and/or agents and shall keep Marina Owner informed on a daily basis of Boat Owner's actions with respect to any cleanup. If Islander Bayside is not satisfied, in Marina Owner's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Islander Bayside may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.

**17. BOAT OWNER'S LIABILITY TO Islander Bayside FOR DAMAGE TO Islander Bayside:** In addition to all of the other liability and obligations of the Boat Owner to the Islander Bayside set forth above and hereafter, Boat Owner agrees to pay to Islander Bayside any and all damages suffered by the Marina Owner as a result of any damage caused to the Islander Bayside by the Boat Owner or Boat Owner's Boat, including, but not limited to, damage to docks, pilings, bulkheads, utility lines, and any other real or personal property in which Islander Bayside has an interest. As used herein, damages include all damages which Islander Bayside may suffer including, but not limited to, property damage, business interruption damage, personal injury, and any other damages, such as incidentals and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or insured, in whole or in part, by the negligence of the Marina Owner or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.

During the formal Hurricane Season, it is expected by Islander Bayside and required that Boat Owner has an appropriate and adequate Hurricane Evacuation Plan for the Boat and will have made arrangements for the safe mooring of the Boat upon the issuance of a hurricane watch or warning for the area in which the Islander Bayside is located. Unless prohibited by law, the Boat Owner shall remove the Boat from the Islander Bayside within four (4) hours of issuance of a hurricane watch or warning for the area in which the Islander Bayside is located. In the event of a tropical storm or hurricane which affects the area in which the Islander Bayside is located, the Islander Bayside, at the discretion of its Dock Master, reserves the absolute right to evacuate and remove Boat Owner's unattended Boat from the Marina to State or Federal waters at the Boat Owner's sole expense and risk.

- 18. SURRENDER OF SLIP, HOLDING OVER:** Upon expiration of the term of this Agreement, Boat Owner shall surrender to Islander Bayside the Slip in good condition. Boat Owner shall remove the Boat at Boat Owner's expense and shall perform all restoration necessary to restore Slip to the same condition prior to the commencement of the Agreement.
- 19. BAILMENT:** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control and access to the Boat and its contents at all times.
- 20. SECURITY SERVICE:** Boat Owner acknowledges that the security service provided by Islander Bayside, if applicable, is a courtesy only, Islander Bayside bears no responsibility in the event that Boat Owner's or the Boat's security is breached.
- 21. COMMERCIAL USE:** Boat Owner is prohibited from using the Slip for any commercial purpose, unless first approved in writing by Islander Bayside. Boat Owner is prohibited from displaying any commercial or "For Sale" signs on or near the Boat without prior written permission of the Marina Owner.
- 22. REPAIRS:** Major repairs of such extent and nature are performed at Boatyard facilities, including, but not limited to, rebuilding or replacing engines, and the sanding, painting or refinishing of any portion of the Boat, shall not be performed at or near the Slip.
- 23. EXTENDED CRUISE:** If Boat Owner leaves on an extended cruise (greater than 48 hours) during the term of its rental and intends to return, it is requested that Boat Owner notify the Dock Master.
- 24. ELECTRICAL SERVICE:** Islander Bayside does not guarantee the continuity of electrical service, where provided. The use of electrical extensions and/or cords of any type are at the sole risk of the Boat Owner and the Islander Bayside shall not be liable for any loss or damage to any person or property caused by or as a result of the use of any electrical appliances.
- 25. CONTROLLING DEPTH:** Islander Bayside makes no representations or warranties regarding the depth of the water in any channel or in the Islander Bayside adjacent to the Slip covered by this Agreement, nor any particular Boat's ability to access a berth from any channel at various tidal stages.
- 26. Pets:** No pets or other animals shall be permitted in or about the Islander Bayside except for the purpose of embarking and disembarking from Boats. All pets brought into the Islander Bayside shall be leashed (when not on a Boat) and attended at all time. Pet owners are responsible for cleaning up after their pets. The Islander Bayside shall have the right to order the removal of any pet which is considered a nuisance, in the Islander Bayside sole and absolute discretion. In such event, Islander Bayside shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed or barred from the Islander Bayside.
- 27. Fish Cleaning:** No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner in the Islander Bayside, except in those areas, if any, specifically designated for the same by the Islander Bayside. Fish may be cleaned on a Boat, provided that the Boat is properly cleaned afterward.
- 28. Trash and Refuse:** All trash and refuse must be disposed of only in containers provided for that purpose by Islander Bayside.

29. **Open Fires:** No open fires shall be permitted on any Boat, Slip or anywhere in the Islander Bayside , and no charcoal, starting fluids or similarly used substances shall be kept on any portion of the Islander Bayside . No open air grilling or propane grills are permitted.
30. **Nuisances:** No use or practice which is either an annoyance to Boat Owners or an interference with the peaceful possession and proper use of the Islander Bayside by the Boat Owners shall be allowed. No Boat Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Islander Bayside . No Boat Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Boat Owners, or allow any such noise or disturbance to be made within the Islander Bayside or on the docks or the Slips. Given the close proximity of Boats and Slips to upland uses within the West Parcel, particular sensitivity to noise, attire, behavior, obstructions to views and other actions that can be seen or heard is required. The Islander Bayside and the Association may prescribe Rules and Regulations, as necessary, to regulate such actions and conduct.
31. **Signs:** Except in connection with development, sales, leasing or resale of Slips by the Islander Bayside, no signs, advertisements or notices of any kind, shall be displayed to the public view on any Slip, and Boat or on the Islander Bayside, without the prior written approval of the Islander Bayside. The foregoing shall not prohibit lettering, registration numbers, flags and other displays customary found on recreational watercraft.
32. **Laundry:** No portion of the Islander Bayside, and no Boats, shall be used for or the displaying or hanging of laundry.
33. **Overnight Use – No Live Aboard:** No person shall be permitted to remain on any Boat moored within the Islander Bayside overnight for any purpose without first notifying the Dock Master engaged by the Association. Live aboard use is prohibited as set forth in the Permits. A live aboard is defined as a Boat docked at a Slip, or any combination of Slips, in the Marina that is inhabited by individuals, for any five (5) consecutive days or a total of ten (10) days (whether or not consecutive) in any thirty (30) day period.
34. **Hurricane and High Wind Threat:** During hurricane, tropical storm and other high velocity wind threats, each Boat Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Services, US. Coast Guard, the Islander Bayside, or any other applicable agency. If a Boat Owner’s Boat sinks as a result of a storm, or for any other reason, the Boat Owner must remove the sunken Boat from the Islander Bayside immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after sinking, Islander Bayside may (but shall not be obligated to) remove the sunken Boat and impose an individual assessment against the Boat Owner for the cost of such removal. Each Boat Owner agrees to indemnify, defend and save the Islander Bayside, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or nonexercise of the Islander Bayside’s rights hereunder.
35. **COSTS AND ATTORNEY’S FEES:** In any action, suit or proceeding to enforce or interpret the terms of this Agreement or to collect any amounts due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys’ fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.
36. **NOTICES:** All notices under this Agreement shall be in writing and delivered in person, or sent by certified mail to Islander Bayside at the same place as rental payments are made, and to Boat Owner at the address shown stated herein or such other address as may from time to time be designated by such party in writing. Notices shall be deemed given on the date of such mailing.
37. **GENERAL PROVISIONS:** (a) This Agreement shall be construed and governed by the laws of the State of Florida; (b) Time is of the essence of this Agreement; (c) All of the covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon Islander Bayside and Boat Owner and their respective heirs, executors, administrators, successors and assigns; (d) This Agreement contains all covenants and agreements between Islander Bayside and Boat Owner relating in any manner to the rental, use and occupancy of the Slip and Boat Owner’s use of the Islander Bayside and other matters set forth in this Agreement; (e) No prior agreements or understanding pertaining to the same shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified or added to except in writing signed by Islander Bayside and Boat Owner; (e) Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way effect, impair or invalidate any other provisions hereof and the remaining provisions hereof shall nevertheless remain in full force and effect; and (f) Any parties signing this Agreement as Boat Owner shall be jointly and severally liable under this Agreement.

Boat Owner Initials(s) \_\_\_\_\_