



2300 Gulf Shore Blvd. North
Naples, FL 34103
239-262-3051
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Dock Lease Agreement

Unit Owner: _____

Admiralty Point Unit Address: _____

hereby agrees to lease Dock # _____ from Admiralty Point Condominium Association, Inc., from _____ until terminated for a total annual rental of \$ _____ to be billed annually with the 1st quarter maintenance fees or upon acquiring the dock. The said dock space will be utilized solely for the purpose of docking the following described boat:

Name of Boat Owner: _____ Cell #: _____

Make of Boat: _____ Boat License Number: _____

Length of Boat(LOA): _____ Beam: _____ Draft: _____

Height from Waterline: _____ Inboard, Outboard, I/O: _____

No. of engines: _____ HP of each engine: _____

Name on Boat: _____

Authorized Yacht Service Co. Name and Phone No.: _____

Boating Affiliations, if any: _____

1. The Admiralty Point Condominium Association, Inc. and/or its assigns, hereinafter referred to as "Association", reserves the right to require the undersigned Unit Owner, hereinafter referred to as "Owner", to move his boat either to another slip on the property or to a slip off the property. The Owner, when asked, must provide his own way to move his boat to comply with Association's request.
2. The Association agrees to keep the docks in proper shape so as to be usable at all times barring some weather-related problems.
3. The Owner agrees not to allow fueling of his/her boat at the slip or dock area in order to address environmental and safety concerns. Further, the Owner agrees not to allow any extensive maintenance or repair of the boat or motor at the dock or slip areas without notification to and approval from Manager.
4. The undersigned Owner further releases the Association from any and all liability for damages resulting from any and all acts or omissions, negligent or otherwise, of the Association and any other persons who are guests, workmen, other owners, trespassers or agents of the Association.
5. The undersigned Owner agrees to maintain boat liability insurance of at least \$100,000 value and to provide proof of said insurance to Manager for any boat occupying the leased dock. This Lease shall terminate without refund to Owner if Owner fails to provide proof of insurance of any boat occupying the leased dock within fourteen days after requested to do so by the Manager.
6. Owner agrees to provide the Manager with a copy of the title for any boat occupying the leased dock and agrees to provide the Manager notice, within two business days, of any transfer of ownership of any boat of Owner occupying said dock. This Lease shall terminate without refund to Owner if Owner fails to provide proof of current ownership of any boat occupying the leased dock within fourteen days after requested to do so by the Manager.

7. Owner agrees and covenants that he has read the Rules and Regulations listed in the Admiralty Point Handbook under "Recreation: #33 Boat Docks paragraphs 1-5 and attached hereto as Exhibit A and made a part of this Agreement. Owner understands that the restricted parking spaces next to the docks are to be used for loading or servicing with a 60 minute time maximum. Owner agrees to abide by these rules and regulations, and noncompliance after notice of violation from management of the Association may, at the discretion of the Board of the Association, result in termination of this Lease upon fourteen days notice and prorated refund of any prepaid rental.
8. The Owner acknowledges that the City of Naples has ordinances governing the location of docks and piers in Moorings Bay and that the City of Naples intent is to provide for an unrestricted and safe navigable channel. Consequently, the Owner recognizes that in order for the Association to comply with any City Ordinance, regulation, or administrative action related thereto, the Association may be required to assign the vessel under this Lease to a different dock space, or cancel this Lease. The only recourse of the Owner would be for the amount of the Lease for the period from the date of cancellation to the end of the lease period.
9. The Owner assumes all liability for damages, other than normal wear and tear, to the docks, piers, pilings, seawall and other property of the Association as well as damages to the property of other lessees. This liability is unrestricted, covers any and all liability for damages, including any damages from negligence, storms, and Acts of God to the docks, piers, pilings, seawall and other property of the Association and the property of other lessees of dock space.
10. The Owner leases the dock space on an as-is basis. The Owner assumes total responsibility for safely mooring his vessel at all times and under all circumstances. Any expenses to move pilings, dredge a dock slip to an adequate depth to accommodate the Owner's boat, to obtain any necessary permits from the City of Naples, Collier County or other governmental entity are for the account of the Owner.
11. The Association may change the annual rental fee at the beginning of each calendar year.

Unit Owner Printed Name

Unit Owner Signature

Date

Admiralty Point Manager Signature

Date