



**Dock on The Bay Association, Inc
Slip/Space Agreement** June 2025 Rev.

This Slip/Space Lease Agreement ("Agreement"), effective _____ is entered into by and between The Dock on the Bay Association Inc. ("DOTB"), and _____ ("OWNER").

WHEREAS DOTB is authorized to operate a 23-slip commercial docking facility to be used exclusively for mooring of recreational vessels upon sovereign submerged land in Sarasota County, Florida pursuant to a Sovereignty Submerged Land Lease("SSL") with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida;

WHEREAS OWNER wishes to utilize one of the slips for mooring a recreational vessel and has submitted a completed Slip/Space Rental Application and WHEREAS DOTB is willing to lease a slip to OWNER;

NOW THEREFORE, for and in consideration of the mutual promises and covenants specified below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOTB and OWNER agree as follows:

1. Recitals. The foregoing recitals are true, correct, and incorporated herein.
2. Exhibits. The Slip/Space Rental Application ("Application") and the Marina Rules and Regulations are deemed provided as Exhibits and incorporated herein.
3. DOTB shall provide slip/space _____ to OWNER with the understanding that DOTB relies on the fiscal responsibility of OWNER and the value of the vessel as listed on the Application. DOTB shall have a maritime lien against the vessel, its appurtenances, and contents, including, but not limited to, its engine, motors, furniture, electronic equipment, tackle, appliances and apparel for sums due for the slip/space rental, services provided to said vessel, injury or damage caused or contributed to by the vessel or OWNER, including, but not limited to, damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by sinking, collision, fire, or other losses. Pursuant to Florida Statute 328.17, DOTB can sell the vessel, its accessories and contents at a non-judicial sale in the event of non-payment of the account. In the event OWNER fails to pay rent, or other amount due DOTB under this Agreement, DOTB, after providing prior notice of non-judicial sale to OWNER at the address OWNER has provided on the Application, shall be entitled to proceed with sale of subject boat in accordance with the provisions of Florida Statute Sec. 328.17. The OWNER shall be responsible for providing Dock on the Bay Association with timely written notification of any change of address. OWNER understands that it is illegal for any person to board, live on, or remove any property upon which a lien has accrued without first making full payment to the lien holder.

4. The term of this Agreement shall be for the period from the Start Date through the Estimated Departure Date in the Application but, in no event, longer than 12 months and may not be renewed or extended. In the event the OWNER wants to lease one of the slips for mooring of a recreational vessel following the expiration of the term of this Agreement, the OWNER shall submit a new Application and enter into a new Slip/Space Lease Agreement with DOTB.

5. The rental rate shall be the Month-to-Month rate or Daily Rate elected in the Application, with the total rent being such rate multiplied by the duration of this Agreement. For a Month-to-Month lease, upon execution of this Agreement, OWNER agrees to pay DOTB an amount equal to the rent for the first month or for the partial first month if the commencement date is not on the first day of the month plus the last month's rent, plus charges for other



anticipated services, if applicable, plus sales tax. All rentals and taxes are payable monthly, on the first day of the month. OWNER agrees to allow all their slip rental payments to be automatically deducted directly via Automated Clearing House (ACH) from OWNER's U.S. financial institution account s Rental payments not received by the tenth day of the month will be considered late and the OWNER will be assessed and agrees to pay a fifty-dollar (\$50.00) late fee. If an OWNER paying a Month-to-Month rate in the Application fails to pay such rent for a period longer than thirty (30) days, DOTB reserves the right to increase such rental rate to the Daily Rate and OWNER agrees to pay such rate as though OWNER initially selected the Daily rate

6. INSURANCE REQUIREMENTS: OWNER shall during the term of this Agreement maintain liability insurance covering OWNER and use of the vessel. DOTB shall be named as an additional insured under the insurance policy. The liability insurance shall be a minimum of \$300,000. Proof of insurance shall be provided to DOTB with the signed Agreement and shall be updated when renewed or changed for so long as the Agreement is in effect. The OWNER'S insurance policy shall cover damage to the boat slip and dock and harbor facility, other vessels moored at the harbor and dock facility, and personal injuries, deaths, and property damages arising due to the use of the vessel, dock, and harbor facility by OWNER or OWNER'S guests, family, or invitees. To the extent not covered by insurance, OWNER hereby indemnifies and agrees to defend and hold harmless DOTB and its officers, directors, members, agents, employees and committee members ("Released Parties"), from any and all liability, damages, claims, suits, judgments, or causes of action, whether known or unknown, arising out of or related to the use of the boat slip, harbor and dock facility, or the vessel, including but not limited to any of the foregoing arising from the negligence of DOTB or any of the Released Parties.

7. DOTB will not be responsible for theft of the vessel, or any personal property in the vessel or stored in or about the boat slip, nor shall DOTB be responsible for any losses sustained by OWNER for damage caused to the vessel or its contents by fire, theft, storm, wake, vandalism, or any other reason. OWNER agrees to assume all responsibility for obtaining insurance of the vessel moored at the boat slip and to assert no claim against DOTB for coverage under any insurance policy of DOTB for claims arising in any manner whatsoever out of the use of the boat slip or marina and dock facility.

8. OWNER warrants that OWNER will, at OWNER's sole cost and expense,

- (a) Maintain the vessel in a safe, clean, seaworthy, sanitary, and fully operational condition during the term of this Agreement And that the vessel shall be able to get underway under her own power with her crew, and shall not create a fire hazard, eyesore, or sinking hazard, OWNER is responsible for bilge pump operation and maintenance.
- (b) Always keep the vessel properly moored and dry. OWNER is responsible for providing double lines during Florida's hurricane season from June 1st through November 30th.

DOTB has the right to board and inspect the vessel at any time if there is a concern for the safety of the boat or the Marina. DOTB may terminate this Agreement at any time if the vessel does not pass, in the sole discretion of DOTB, the initial inspection or subsequent inspections unless the condition is corrected within 10 days after notice to OWNER. DOTB reserves the right to enter vessels with or without notice to adjust mooring lines. In the event DOTB enters a vessel for the purpose of securing lines, DOTB shall be held harmless for damage of any kind to the vessel, damage to docks or mooring pilings, or injury to persons.

9. OWNER acknowledges that OWNER has inspected the dock and harbor facility and the lease boat slip and is satisfied that said slip is adequate for safe mooring of the vessel and accepts the boat slip, dock, and harbor facility in its present as is condition.

10. The OWNER will exercise due care in the use of the boat slip and dock and harbor facility and agrees to vacate the same in good condition, ordinary wear and tear excepted.

11. OWNER acknowledges and accepts that DOTB may reassign boat slips and require a user of a boat slip to move a vessel from an assigned boat slip to a different boat slip as needed, in the opinion of DOTB, for the



orderly and efficient operation and maintenance of the boat slips and harbor facility. Factors that DOTB may consider include, but are not limited to, the size and location of the boat slips, the size and maneuverability of vessels, navigational hazards inherent in the design of the harbor facility or caused by the use of certain vessels in certain boat slips, and generally, the best and most efficient practices in marina operation.

12. OWNER shall promptly repair any damage to the boat slip improvements or dock and marina facility caused by OWNER or OWNER's guests, invitees, family, or others accessing the boat slip or using the vessel. In the event the OWNER fails to undertake and complete repairs to the satisfaction of DOTB within ten (10) calendar days after delivery of written notice, DOTB may undertake and complete the repairs and OWNER shall reimburse DOTB the cost of the repairs within ten (10) calendar days after written notice; interest at 18% per annum shall accrue from the due date until paid in full.

13. OWNER is required to notify DOTB if the vessel will not be docked at the boat slip for any period of sixty (60) continuous days or more. Upon receipt of such notification, DOTB may assign the temporary use of the boat slip to another person. There shall be no abatement of rental fees or discount extended to OWNER. Any monies generated by DOTB due to the temporary assignment of the boat slip shall be solely for the benefit of DOTB.

14. OWNER agrees to be bound by and comply with this Agreement and the Marina Rules and Regulations. OWNER acknowledges that OWNER has been provided a copy of the Marina Rules and Regulations and that a copy of the SSSL is available at 3440 Gulf of Mexico Drive, Longboat Key, FL 34228, and OWNER has had the opportunity, to review same.

15. OWNER agrees to operate the vessel in accordance with all applicable laws and regulations.

16. This Agreement shall be and remain in full force and effect, unless terminated under any one of the following conditions:

of A. By destruction of the slip/space facilities by fire, storm, acts of God, acts of Government, acts of third parties, or another calamity.

and/or B. In the event OWNER shall make a bona fide sale of the vessel listed in the Agreement, remove the vessel to another mooring after notification to DOTB and payment of all amounts due and owing to DOTB.

C. By violation, breach or default of the terms of this Agreement, the SSSL or the Marina Rules and Regulations, said breach or default as solely determined by DOTB. If, in the opinion of DOTB, a violation of the terms of this Agreement, the SSSL or the Marina Rules and Regulations is capable of cure and DOTB elects to allow cure, then DOTB shall provide the OWNER written notice and not less than ten (10) calendar days to cure and, upon timely cure, DOTB may elect not to terminate this Agreement.

D. By termination for convenience in writing upon thirty (30) days' notice by OWNER to DOTB.

E. OWNER fails to timely pay the rent and other charges due under this Agreement.

F. OWNER becomes insolvent, voluntarily, or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for OWNER or the business of the OWNER. In no event shall this Agreement or any rights or provides hereunder be an asset of OWNER under any bankruptcy, insolvency, or reorganization process.

G. If the OWNER violates any rule of the Marina.

H. OWNER fails to provide evidence of required insurance coverage within 10 days of request from DOTB.

I. By termination of the SSSL.

The OWNER's obligations and DOTB's rights under ¶¶ 3, 4, 5, 6, 7, 8, 9, 12, 14, 16, 17, 18 and 22 herein shall survive termination of this Agreement.

17. Other Remedies. In addition to any other remedy available under this Agreement or Florida law, OWNER agrees that DOTB may cause the removal, towing and/or relocation of the vessel in the event (a) the vessel



is deemed At-Risk or of becoming derelict in accordance with Section 327.4107, Florida Statutes; or (b) this Agreement has been terminated, provided the OWNER has been given written notice not less than ten (10) calendar days before such removal, towing and/or relocation and OWNER agrees to be solely responsible for the costs of removal, towing and/or relocation and agrees to indemnify and hold harmless DOTB from any costs incurred thereby, including any damage to the vessel.

18. This Agreement shall be governed by Florida law. Any claim, demand, or dispute arising out of this Agreement shall be resolved through litigation in a court of competent jurisdiction located in Sarasota County, Florida, provided however, nothing herein shall be construed to prohibit the parties from submitting any claim or dispute to voluntary mediation prior to or during such litigation. In the event of litigation, DOTB shall be entitled to recover its reasonable attorney's fees incurred prior to commencement of the action, through trial and any appeal, from the other party regardless of the outcome of such action.

19. All notices required hereunder to be given to OWNER shall be hand-delivered or sent by U.S. Certified Mail, Return Receipt Requested, to the address provided by OWNER in the Application.

20. OWNER acknowledges and agrees that OWNER has received a copy of the Marina Rules and Regulations.

21 OWNER acknowledges and agrees that OWNER has read and understood all provisions of this Agreement and has had the opportunity to have this Agreement reviewed by legal counsel of OWNER's choice and knowingly and voluntarily enters into this Agreement.

22. Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement for the day and year first written above. All signatures collected on this document, whether handwritten or electronic, are valid and enforceable.

For DOTB

Sign _____ Dock Master/Property Manager Name _____

Date _____

Owner

Sign _____

Co-Owner

Sign _____

Print Name

Print Name

Date

Date