

SNUG HARBOR YACHT CLUB INC. ANNUAL AGREEMENT

FOR INSTALLATION AND USE OF BOAT LIFTS

Snug Harbor Yacht Club Inc. and _____ Lot# _____ (Owner) agree as follows:

Snug Harbor Yacht Club Inc. maintains a group of boat docks and finger slips adjacent to the real property of Snug Harbor Yacht Club Inc. These boat docks and finger slips are common elements of Snug Harbor Yacht Club Inc. (SHYC) and are controlled by the Board of Governors. SHYC agrees to allow Owner to purchase and install a boat lift in Slip # _____. All conditions of the SYHC Annual Agreement for Conditional Use of Boat Docks and Trailer Storage Area apply to this agreement except as specifically modified by it.

ASSIGNMENT. This agreement is between SHYC and an Owner and cannot be assigned to or assumed by a non-owner including renters.

TERM. This agreement is for a one-year period and must be renewed annually on January 1st of each year. The agreement expires on December 31st of the same year. Any agreement executed on a date other than January 1st shall terminate on December 31st of that year. Should the Yacht Club need the slip, for reasons listed in the SHYC lease agreement, this Agreement will not be renewed in January. The Owner giving up the slip will have 30 days to remove the lift or SHYC shall have the right to use funds from the Deposit, as listed below, to have it removed. Should the Priority List for assignment of slips allow the lift to be re-located, all costs of re-location will be handled according to the TRANSFER policies of this agreement.

APPROVAL. Prior to installation the Owner will furnish to the Harbor Master two copies of a dimensional drawing of the lift installation. Installation will not proceed until approved, in writing by the Harbor Master and the Commodore. Written approval will be indicated by Harbor Master initialing the drawings and returning one copy to the Owner.

DEPOSIT. Following drawing approval, but prior to installation, the Owner will provide SHYC a Deposit of \$1,000. An additional non-refundable \$25.00 Deposit Administration Fee will be paid annually with the slip rental. Deposits will be held by SHYC until such time as the lift has been removed, the Deposit has been assumed by another SHYC Owner, or forfeited in compliance with the terms of this agreement.

TRANSFERS. ALL transfers of this agreement require the ADVANCE written approval of the Harbor Master and the Commodore in accordance with the Priority List for assignment of Boat Slips. When an assignee sells his/her house or lot, this agreement automatically terminates. The owner must remove his/her lift prior to closing or the lift will become the property of SHYC, the Deposit forfeited and used for the disposition of the lift. If the Priority List for Assignment of Slips permits, prior to closing (transfer of ownership of lot or home), the slip with lift may be transferred to an existing owner or a new owner upon approval by the Harbor Master and payment of the Deposit. Existing Owners will always be given preference for slip transfers.

Should an existing Owner acquire a boat or a new Owner already have a boat and due to the boat's size it requires a slip that has an installed lift, all costs associated with the transfer of the installed lift

will be paid by the Owner of the incoming boat. This assumes a slip is available for relocation of the lift. Otherwise no transfer will occur until a slip is available for re-location.

ABANDONMENT and TERMINATION. A slip will be considered abandoned if SHYC has sent notice of non-payment in writing and slip rental fee is not paid by February 25th of the current year. In such cases the lease will be terminated and the lift will become the property of SHYC to do with as it sees fit. The Deposit will be forfeited and may be used for the removal of the Lift.

MAINTENANCE & APPEARANCE. Owner shall at all times keep the lift well maintained and in safe operating condition. This includes but is not limited to keeping the lift and all equipment in good condition and overall appearance. The development of rust or heavy corrosion is not allowed.

SHYC PROPERTY and LIABILITY. If any SHYC property is damaged while installing, using, maintaining or removing a lift, the cost of repair will be withheld from the Deposit and the Owner shall be responsible for any costs that may exceed said Deposit. Likewise, the repair cost of storm damage to SYHC property caused by a lift will be deducted from the Deposit and the Owner shall be responsible for costs that may exceed said Deposit. SHYC shall not be responsible for any damages caused by the Owner's lift. By their signature(s) below assignees/owners hereby release SHYC Inc., its officers, Board of Governors, agents and employees from any liability or damage to person or property, which may arise by virtue of assignee/owners use of docks, boat lifts or other facilities, or by any action taken by SHYC, its officers, Board of Governors, agents and employees in furtherance of the terms of this agreement.

RULES FOR INSTALLATION OF BOAT LIFTS

IF DREDGING IS REQUIRED FOR LIFT INSTALLATION ALL DREDGE MATERIAL HAS TO BE REMOVED FROM THE HARBOR. NO HIGH PRESSURE DREDGING.

1. Lift will be a manufacturer and type approved by or as otherwise determined by SHYC.
2. Only low profile lifts will be permitted.
3. No boat on a lift shall exceed 40' in length and 25' in total height. Length is measured as specified by the boats manufacturer and height is measured from the dock line.
4. Lift should fit the slip. Existing pilings may not be moved to accommodate lift without the written approval of the Harbor Master.
5. Lift switches must be accompanied by a locking system when not in use for safety reasons.
6. All wiring will be in accordance with NEC.
7. All required permits will be acquired prior to installation.
8. Installation of a lift must be performed by a licensed/insured contractor. Proof of license and insurance will be presented to the Harbor Master prior to installation.
9. Any lien filed against the installation of a lift must be released prior to its use.
10. lifts are not allowed on the west end of the Harbor; slips W-13,14,15,16,17,18,19.
11. In the interest of personal safety, you must activate plans to remove your boat from the harbor and secure the lift when a Hurricane Watch is issued. If a Hurricane Warning is issued the boat must be removed from the lift as well as the Harbor. The owner shall exhaust all means necessary to secure the lift to prevent it from swaying in the storm.

12. Failure to comply with any provision of this Agreement will result in its termination.

I acknowledge and accept all terms of this Agreement:

_____ Lot # _____

State of Florida sworn or affirmed and signed before me on _____, 20

County of Martin Personally known _____ Produced identification _____ Type of identification

Notary Public or Deputy Clerk _____

Stamp or Seal

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Approved by BOG September 2018