1. **NBYSCAI RULES** **& REGULATIONS:** During the terms of this Agreement, Tenant agrees to abide by and be bound by the Naples Bay Yacht Stowage Condominium Association, Inc. (“NBYSCAI”) Rules & Regulations **(the Rules & Regulations are attached and made part of this Dry Slip Rental Agreement. Tenant has read the Rules & Regulations and agrees to abide by them).** Failure to abide by these Rules may result, at NBYSCAI’s sole discretion and without prior notice, in the termination of this Agreement.
2. **INSURANCE, DAMAGE & LOSS:** For the protection of all Tenants, owners, guests, Club personnel and others, Tenant agrees that:
3. Tenant’s boat is insured by comprehensive and complete marine insurance, including adequate liability coverage (which in the industry standard is currently $1,000,000) and a Certificate of Insurance will be provided **naming NBYSCAI as additional Insured**. Damages caused by Tenant’s boat should Tenant not carry adequate liability limits will be Tenant’s sole responsibility. NBYSCAI may not lift Tenant’s boat until proof of adequate insurance has been received and on file at the NBYSCAI office.
4. Tenant’s boat is in full compliance with all applicable regulations of the United States Coast Guard.
5. NBYSCAI nor the Dry Slip Owner ***DOES NOT*** insure Tenant against fire, theft, vandalism, sinking, damage or any other loss or casualty to Tenant’s boat, its equipment (including but not limited to electronics, tackle, etc.) or any other property in, on or about Tenant’s boat.
6. Tenant’s rental of the Dry Slip is solely at Tenant’s risk with “as is” boat bunking. Tenant agrees to hold harmless NBYSCAI for damage to hull due to bunks. If in doubt NBYSCAI recommends Tenant seek the advice of the boat manufacturer and/or a reputable engineer/boat surveyor as to proper bunking.
7. Tenant shall immediately notify NBYSCAI in writing on forms provided in the office of any damage occurring during haul-out and during or before launch. Tenant shall in the event of any damage provide NBYSCAI with such notice before the boat leaves or is taken from the property. If notice is not given by Tenant to NBYSCAI before the boat leaves by water or is transported away from Naples Bay Yacht Stowage property, Tenant waives any right which may exist against the Dry Slip Owner or NBYSCAI.
8. Tenant acknowledges that Tenant will be responsible for any and all damages Tenant or Tenant’s boat may cause to other boats or to the structure or facilities of the Naples Bay Yacht Stowage property.
9. Each Tenant agrees to maintain a full marine insurance package, including hull coverage for the full insurable value of their vessel, indemnity and liability coverage with an adequate combined single limit, insuring for bodily injury and/or physical damage, including pollution cleanup, arising out of the use and occupancy of the associations facilities, and naming the association as an additional insured therein.
10. **BINDING AGREEMENT:** Each of the parties hereby acknowledges that upon the execution of this Agreement, such party is bound by all of the terms and conditions contained herein.
11. **ENTIRE AGREEMENT:** Each of the parties understands, agrees, and stipulates that each has incorporated into this Agreement his or her full, complete, and entire understanding and agreement. This Agreement constitutes the entire contract of the parties and supersedes any and all prior understandings between them on the subjects covered. Further, the parties agree that no statement, conversation, agreements, understandings, representations or other matter of whatsoever character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.
12. **MODIFICATION/WAIVER:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing, signed by both parties, and properly witnessed and notarized. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not construed as a waiver of any subsequent default of the same or similar nature.
13. **SEVERABILITY:** If any one or more of the provisions of the Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way, unless the inoperative provisions are so material to the Agreement that any of the parties would not reasonably have entered into this Agreement without them.
14. **HURRICANE WAIVER:** The Tenant does hereby release, discharge and hold harmless NBYSCAI for any and all loss, injury, damage or destruction which may occur to the Vessel as a result of any hurricanes or other inclement weather or any other act of God over which NBYSCAI has no control. The Tenant understands that forces of nature and other uncontrollable weather patterns from time to time may occur and that NBYSCAI has no present ability to guard or protect against inclement weather.
15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed by and controlled under the laws of the State of Florida. The parties’ consent to jurisdiction over them in the State of Florida and agree that venue for any action arising under this Agreement shall lie solely in the courts located in Collier County, Florida.
16. **RENEWAL:** This Dry Slip Rental Agreement may be renewed for a term and price agreed upon by both parties by giving thirty (30) days’ notice.
17. **DEFAULT/BREACH:** Should Tenant breach this Agreement by failing to make any required payment of rent, keep the vessel insured, abide by the Marina rules or otherwise default on any of the provisions contained in this Agreement, the Dry Slip Owner may resort to any and all legal and equitable procedures and remedies to enforce its rights under this Agreement, including imposing a lien under Florida Statute §713.78.
18. **ACCELERATION OF RENT:** In addition to any other remedies available to the Dry Slip Owner hereunder or at law or equity, Dry Slip Owner shall, upon Tenant's default of any of the provisions contained in this Agreement, have the right to declare all installments of Rent and additional rent payable hereunder for the remainder of the Term of this Lease to be immediately due and payable, whereupon the same shall become immediately due and paid by Tenant to Dry Slip Owner.
19. **ATTORNEY’S FEES:** In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorney fees and costs incurred in litigating the entitlement to attorney fees and costs, as well as in determining or quantifying the amount of attorney fees and costs due to the prevailing party.
20. **MISCELLANEOUS:** NBYSCAI shall have the right to move Tenant’s Vessel for any normal operation or function, and to raise, salvage and clean up, at Tenant’s risk and expense, the Vessel in the event it sinks at NBYSCAI facilities.

**ACKNOWLEDGED BY TENANT: ACKNOWLEDGED BY DRY SLIP OWNER:**

X \_\_Date\_\_\_\_\_\_\_ \_ X \_\_\_\_Date\_\_\_\_\_\_\_\_

**Naples Bay Yacht Stowage Condominium Association’s**

**(NBYSCAI)**

**“Rules & Regulations”**

Tenant hereby acknowledges notification and agrees to the following rules and regulations:

1. **Launch/Retrieval Procedures and Guidelines**
2. To launch your boat contact Naples Bay Yacht Stowage at 239-793.4447. Please call ahead thirty (30 minutes prior to the time you want your boat to be launched. The owner or renter must arrive on site ten (10) minutes prior to the requested launch time. Boats will be launched and retrieved on a first come first served basis.
3. Boats will be launched/retrieved upon the request of the owner or by designated representatives as provided herein. Owners who desire to allow others use of their boat must provide the office the names of such users in writing. It is the owner’s responsibility to require that such authorized users are informed and abide by the contract provisions and these “Rules & Regulations”.
4. Only boats with paid up to date accounts will be launched.
5. Basic operating hours are from 7:30 AM until 6:00 PM seven days a week. Last boat hauled out at 5:30 PM. These hours may be adjusted by written notice based upon season.
6. Owners or renters requesting boats launched for after hours or next day early morning departures must call no later than 5:00 PM. Boats left in the water are at the risk of the boat owner.
7. The docks immediately adjacent to the launch area are provided as a courtesy for the owners use. Please dock only in these areas or other areas as may be designated by NBYSCAI staff.
8. The owner or renter is responsible for folding down tops, antennae, outriggers or other attachments and turning off batteries. All motors shall be placed in the down position. ***FULLY RETRACTING TRIM TABS IS REQUIRED.*** NBYSCAI shall not be responsible for damage to trim tabs, transom mounted hardware or any other hardware protruding beyond the normal configuration of the hull-(anything below the water line).
9. NBYSCAI staff will fresh water rinse from the rub rail down. NBYSCAI staff will flush motors (only those with the appropriate flush kits) and remove drain plugs before placing boat in storage rack. This service is provided as a courtesy to the owner. We do not flush high performance boats. Any further wash service will be performed on a requested basis as time allows and billed to the owner. If the owner so chooses, NBYSCAI staff will place boat on wash rack and allow the owner to perform these or other limited additional activities.
10. **Minimum Boat Clearance Requirements. All boats stored in the storage buildings are required to meet the following minimum clearances:** When the boat is placed on the storage rack in the dry slip, the boat must have minimum clearances of six inches (6”) from the width of the boat on each side, twelve inches (12”) from the height of the boat, and twenty-four inches (24”) from the length (12” from the front of the boat and 12” from the rear of the boat) of the boat in order for the forklift to safely operate and maneuver the boat in to and out of the dry slip.If at any time it is determined that there is a boat in any dry slip that does not meet the minimum clearance requirements set forth above, the boat must immediately be removed at the expense of the owner or renter. NBYSCAI employees or representatives are not responsible for the measurement of your vessel or for any discrepancy resulting from Purchaser or Renter’s failure to measure properly. **The owner or renter may not rely on any representation from an NBYSCAI employee or representative that deviates from the above minimum clearance requirements.**
11. **Minimum Boat Equipment Requirements. All boats shall be equipped with the following**:
12. Removable Drain Plug: All boats will be stored with the drain plugs removed.
13. Anti-siphon fuel shut-off valve.
14. Battery Shut Off Switch: All switches must be switched to off position prior to storage by owner or renter.
15. Bilge pump.
16. Flush kit (if member is going to request engine flushing).
17. Owner must have adequate mooring lines (3 minimum 20’ x ½” – one attached to bow, one attached to port and one attached to starboard stern).
18. Any boat with holding tanks shall have the proper equipment to abide by Florida Statute 327.53 Marine Sanitation guidelines when discharging sewage.
19. **Repairs and Maintenance Activities**
20. All maintenance activities will be performed in approved areas only (wash racks). If an owner desires to perform activities on their boat, notify the staff and they will retrieve the boat and put it in an approved area. Time will be limited to availability of outside racks at staff discretion.
21. Outside wash racks will be made available on a first come first serve basis. These racks should be scheduled in advance.
22. Owners are responsible to clean up wash rack areas and any environmental damage. No boat cleaning materials containing phosphates shall be utilized on NBYSCAI property.
23. All repairs and maintenance activities performed shall be at the discretion of management.
24. NBYSCAI is not responsible for items left unattended.
25. No repairs to boats may be made within the marina property by anyone other than ***approved***outside contractors at the sole discretion of the NBYSCAI Board of Directors.
26. Owners or renters and their guests are allowed in the storage or service areas at their own risk and must be aware of moving machinery.
27. NBYSCAI has no provisions for storing trailers. Trailers will not be allowed to remain or be stored on the property. Owners or renters wishing to have boats loaded or removed from a trailer will be scheduled as not to interfere with boat launching and retrieval.
28. Refuse of any kind shall not be thrown overboard. Garbage shall be deposited in the containers supplied for that purpose only. No person shall discharge oil, spirits, inflammable liquids, solvents or oily bilges into the surrounding waters.
29. Noise shall be kept to a minimum at all times so as not to disturb other patrons. Owners or renters will not be allowed to create a nuisance or disturbance of other boat owners.
30. Animals shall be leashed at all times when on the premises. No animal shall be tied to any part of dock or marina facility. The owner of the animal will be responsible for the clean-up of feces.
31. The speed limit within the marina shall be dead slow or wake less speed whichever is slower.
32. Fish cleaning of any kind will not be permitted on any boat within the marina. The cleaning of fish shall be done at a place or places designated by NBYSCAI.
33. No cooking shall be allowed on any docks or in the parking lot.
34. Advertising or soliciting shall not be permitted on any boat within the marina. Neither boats nor the pier shall be used for business purposes without the prior consent of NBYSCAI Board of directors. No owner shall use boat or pier as a business address.
35. Swimming, diving, or fishing shall not be permitted from any dock, pier, or any attachments thereto.
36. Owners and renters shall not store supplies, materials, accessories or debris on walkways or piers and shall not construct thereon any lockers, chests, cabinets or similar structures, nor alter in any form or fashion, the docks and related structures and property of NBYSCAI.
37. Owners and renters are required to carry full coverage insurance on their boats. **Naples Bay Yacht Stowage Condo Association, Inc. is to be named as additional insured**. Evidence of such coverage must be provided to NBYSCAI at the signing of the contract.
38. Please do not address the forklift drivers when the machine is in operation ~ please wait until it has stopped.
39. **DISCHARGES PROHIBITED**:  While in the Marina, all vessels will have an approved and operating marine sanitation device.  All through hull or overboard discharges of sewage, combustible materials, hazardous materials, gray water (shower, dish washing and laundry), and bilge water are strictly prohibited. There is a sewage pump out available during normal operating hours.
40. **CLEANLINESS OF VESSEL (Dry Storage):** It is expected that vessels in storage will accumulate dust, soot deposits and other airborne contaminates while in storage, especially for prolonged periods.  It is the responsibility of each vessel owner to maintain the cleanliness of their vessel (regardless if storage covers are used).  NBYSCAI offers a wash service option for an additional fee should the vessel owner choose to have the marina maintain the cleanliness of the vessel.

**NO SMOKING IS PERMITTED ANYWHERE ON NBYSCAI PROPERTY EXCEPT IN DESIGNATED AREAS.**

Violation of any of the above rules or regulations, or the provisions of the contract, disorder, depredation, or inappropriate conduct by a boat owner or any of his/her guests that might injure another person, cause damage to the property or harm the reputation of NBYSCAI shall be cause for immediate removal of the boat in question from the property of NBYSCAI.

**The undersigned hereby declares that the NBYSCAI “Rules & Regulations” set forth have been completely read and are fully understood and voluntarily accepted as material terms of the License Agreement with NBYSCAI.**

**ACKNOWLEDGED BY TENANT**

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