

Condo Del Sol Homeowners Association
Marina Lease Agreement
Rules of Use

1. Lessor shall reserve the right to designate dock space. Every effort shall be made to assign Lessee the dock space of his/her choice; however, the rights of other Lessees and the Lessor's judgment shall also be relevant factors in the assignment of dock space.
2. Lessor reserves the right to adopt a reasonable schedule of fines and/or penalties to address violations of these rules. Lessee acknowledges that the failure to comply with any of these rules may, at the option of the Lessor, be result in a fine against the Condo Del Sol Unit owned by the Lessor, and such fines may be treated and collected in the same manner as Condominium Association dues and/or assessment, including, but not limited to, a lien being placed upon the Unit.
3. Use of any open flame device, toxic chemicals, or any other hazardous equipment or supplies in the marina area is prohibited.
4. Refueling of boats is not allowed within the marina area.
5. Smoking shall not be allowed on the marina docks or in any boat moored or floating within the marina area.
6. Garbage or any other waste matter of any kind must be deposited in the refuse container(s) provided by the Lessor, or otherwise removed from the Marina.
7. Lessee shall use the docks for reasonable and typical boating activities. Lessee shall keep the dock area clear of all gear and other obstructions. Lessee agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the marina and docking area. Lessee shall not cause damage to the marina facility through excessive wear and tear, create any unnecessary noise, disturbance, or nuisance, or store rubbish on or within the marina area.
8. All craft must be properly moored and tied with adequate mooring lines and bumpers so as to prevent damage to other craft, docks, or pilings. In the event the mooring lines or bumpers are not strong enough or improperly tied, Lessor shall have the right (but not the obligation) to replace said lines or bumpers at the expense of the boat owner.
9. Lessee shall be responsible for tenants and guests within the marina area, and rules violations by themselves, tenants, and/or guests may result in fines against the unit owner. Any fines for rules violations shall be an assessment against the unit owner and shall be collected in the same manner as any other assessment.
10. Acceptable beginning and ending mooring dates shall be determined by the Lessor or their managing agent on a year-by-year basis. Lessee agrees to moor craft within the marina area only while sufficient water depth and conditions exist. If Lessee moors craft prior to acceptable dates, or fails to remove craft from the leased space in a timely manner, Lessor shall have the option of:
 - A) Charging Lessee by fine or on a daily pro rata basis for the space occupied.
 - B) Boarding and moving the craft and equipment to another location.; or
 - C) Pursuing any other remedy available under the law.
11. **INSURANCE** – Lessee agrees to have any watercraft using the slip covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor docking facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employees moving the craft or adjusting moorage lines or bumpers to Lessee's craft, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain, or any other act of God.
12. It is understood and agreed that Lessor will not be responsible for any personal property left in the craft or within the marina area.
13. Speed of no greater than 3 miles per hour must be observed by all persons operating any craft within the marina area.
14. Swimming is not allowed within the marina area.
15. All pets shall be kept on a leash at all times while within the marina area.
16. **Use of slips shall be limited to those entitled to use the common area of Condo Del Sol (owners and their renters/guests) Any guest must be accompanied by an owner.**

Principal Lessee/Unit Owner X Date: _____

Lessor/Association X Date: _____