

Whitney Beach Marina Rules Terms and Conditions

Fees

All first-time assignees must submit a one-time non-refundable fee of \$1,000 (one thousand dollars) to secure their assignment.

The current annual fee for the slip shall be a set rate of \$600.00 per year for large docks and \$480.00 per year for small. Payment in full is due with the Assignee's delivery of this Agreement to the Association and no later than December 1 of the current year.

The following year's boat slip contract are normally mailed out to the existing slip holder on October 1. No Boat Slip Use Agreement will be accepted without proper payment in full of the annual fee. Owners participating in the Sub-Use program, will see their credit reflected towards the next years fees.

Rules

1. Assignee acknowledges that he/she has inspected the dock and harbor facility and his/her boat slip and has satisfied himself/herself that said slip is adequate for safe mooring of his/her boat and accepts the boat slip and dock and harbor facility in its present condition.
2. Association's Dock Policies and Rules are a part of this agreement and are included herein by reference. The Rules may be modified from time to time by the Board of Directors and copies thereof provided to Assignee. All modifications to the Rules shall be binding on Assignee once delivered.
3. Assignee acknowledges and accepts that the Association's Dock Policies and Rules authorize the Board of Association to reassign boat slips and require a user of a boat slip to move his or her boat to the reassigned boat slip as needed for the orderly and efficient operation and maintenance of the boat slips and harbor facility. Factors that the Board may consider include, but are not limited to, the size and location of the boat slips, the size and maneuverability of boats, navigational hazards inherent in the design of the harbor facility or caused by the use of certain boats in certain boat slips, and generally, best and most efficient practices in marina operation.
4. Assignee represents and agrees that he/she has carefully read and fully understands the Boat Dock Policies and Rules, agrees to abide by all of the terms and conditions therein,

and understands and accepts that the Agreement may be terminated by the Association if a violation is not cured without ten (10) days after a written notice is mailed and emailed to Assignee at the addresses provided herein.

5. Failure to timely pay the annual boat slip fees, as may be modified from time to time by the Board of Association, will be reason for termination of this Agreement.
6. Assignee is required to notify the Association in writing if the boat will not be docked at the boat slip for any period of 60 continuous days or more. For example, if the boat will be taken to a different location or be under repair. Upon receipt of such written notification, the Association may assign the temporary use of the boat slip to another unit owner through the approved Sub Use Program.
7. If Assignee fails to remove the boat from the assigned boat slip after termination of the Agreement, or within ten (10) days of receipt of written notice of a reassignment to another boat slip, the Association may have the boat towed and the Assignee hereby agrees to pay or to reimburse the Association for all expenses incurred in towing and storage of said boat.
8. Assignee shall 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.
9. Assignee shall promptly repair any damage to the boat slip improvements or dock and marina facility caused by Assignee or his or her guests, invitees, family or others accessing the boat slip or using the boat. In the event the Assignee fails to undertake and complete repairs to the satisfaction of the Association within ten (10) days after mailing of written notice, the Association may undertake and complete the repairs. Assignee shall reimburse Association the cost of the repairs within ten days after written demand, and interest at 18% per annum shall accrue if Assignee fails to do so.
10. Cleats and mooring devices may be attached to the pilings with the prior written consent of the Dock Committee. No improvements, alterations or additions to the docks, piers or other structures, including but not limited to the attachment of boat boxes or the installation of portable or fixed boat lifts or hoists, may be made without the prior written consent of the Board.
11. Association will not be responsible for theft of the boat, or any personal property in the boat or stored in or about the boat slip, nor shall Association be responsible for any losses sustained by Assignee for damage caused to his/her boat or its contents by fire,

theft, storm, wake, vandalism, or any other reason. Assignee agrees to assume all responsibility for insurance respecting the boat moored at the boat slip and to assert no claim of coverage under any insurance policy of Association for claims arising in any manner whatsoever out of such use.

12. Assignee shall be responsible for all costs, damage or expenses caused by pollution from his/her boat, including civil penalties, administrative costs, attorney fees, or damages incurred by Association in mitigating a pollution event, or responding to an inquiry or investigation by a governmental agency.
13. Assignee shall at all times during the term of this Agreement maintain liability insurance covering Assignee and use of the boat. **Association shall be named as an additional insured** under the insurance policy. The liability insurance coverage shall be in the amount of no less than **\$300,000** in coverage. Proof of insurance shall be delivered to Association with the signed Agreement and shall be updated for so long as the Agreement is in effect.

The 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 boat and dock and harbor facility by Assignee or his/her guests, family, or invitees.

To the extent not covered by insurance, Assignee hereby indemnifies and agrees to hold Association 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 boat, including but not limited to any of the foregoing arising from the negligence of the Association or any other released party.

14. Assignment of this Agreement is prohibited. The right to use the assigned boat slip is personal to Assignee and may not be transferred, loaned, gifted, or assigned in any manner to a tenant, another unit owner in the condominium, or to any third party. The only exception to this provision will be through the Whitney Beach association Sub Use program This Agreement shall automatically terminate upon the sale of the Assignee's unit in the condominium.
15. The use rights under this Agreement shall not be considered as part of or appurtenant to the Assignee's condominium unit. The dock and harbor facility are not part of the

common elements of the condominium and assigned boat slips are not limited common elements.

16. Provided there has been compliance with this Agreement and the Association's Dock Policies and Rules, and timely payment of all fees, this Agreement shall automatically renew on an annual basis subject however to the terms and provisions of Section 4.7 of the Declaration of Condominium and Rules and Regulations as adopted by the Board from time to time.
17. Any claim, demand, or suit relative to this Agreement shall be resolved only by suit brought in a court of competent jurisdiction, provided however, nothing herein shall be construed to prohibit the parties from submitting any claim or dispute to voluntary mediation prior to or during a lawsuit. If the Association or the Assignee fails to comply with the agreements, conditions, or covenants of this Agreement and court action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorneys' fees of that action, including appellate proceedings.
18. Whitney Beach Home Owners Association Large Dock defined and identified as Docks cable of mooring a vessel up to 30 feet, specifically Dock Slips 1-8, and 14-18 (2025 cost \$600.00). Midsize and Small Dock Slips are identified as Dock slips 9-13, and 20-23 (2025 cost \$480.00).
19. Boat Slip assignee may sublease their assigned Boat Slip at any time during the calendar year 2025 exclusively through the Whitney Beach Association Dock Committee Chairperson, Barry Levine blevine84@yahoo.com 917-559-9043, or designee. The sublease shall be for an entire calendar month and fees collected will be credited/applied to the Dock Slip Assignee's next yearly billing cycle. Should the owner sell their Whitney Beach Unit, or choose to give up their assigned slip, any credited amount will default to the Association. Sublease, loan, or gift of any assigned Boat Slip outside of Whitney Beach Association permission is strictly prohibited. Please notify Dock Chair Barry Levine if interested in this sub use program.
20. Numerous Government and private entities, recommend that all vessels, when possible, be removed from wet slips during any named storm or tropical depression. The owner/assignee assumes full responsibility for any dock structure damage resulting from their leaving their vessel in their assigned Whitney Beach slip during any such weather event.

Assignees should be aware that the Whitney Beach docks have been temporarily under water, during tidal surge and King Tide events. Assignees shall moor all vessels appropriately for the changing water and wind conditions, and have an adequate severe weather plan in place. The current Whitney Beach Management Company will not be responsible for, or undertake, any vessel storm preparedness. The proper securing of any moored vessel is solely the responsibility of the owner.