

COQUINA CLUB
2023/2024 BOAT DOCK SPACE LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of September 2023 by Coquina Club of Naples, Inc., (hereinafter “ASSOCIATION”) and the individual(s) listed below (hereinafter “USER”) being the owner(s) or lessee(s) of a unit in Coquina Club of Naples, a Condominium (hereinafter “COQUINA CLUB”), according to the Declaration of Condominium thereof as recorded in Official Records Book 502 at Page 361 of the Public Records of Collier County, Florida, as amended. For purposes of this Agreement, the words “boat dock slip” and “boat dock space” are one in the same.

This Agreement is made for the purpose of granting USER lease rights to use a boat dock space identified as follows: **Boat Dock Space Number** ___the location of which is depicted on Exhibit “A” attached hereto. This lease supersedes and replaces in total any previous Boat Dock Space Lease(s) or License(s) entered into between the parties or their predecessors in title and any such previous lease(s) or license(s) is hereby deemed null and void.

This Agreement is made on the following terms and conditions:

1. Unless terminated by default under paragraph **4.d**) or by unit transfer under **6.b**) or by improper recording under paragraph 8., the term of this lease shall be for a period from October 1, 2023 (no longer than one (1) year).

2. The lease shall be \$600.00 for the annual lease period payable by USER to ASSOCIATION in advance. These fees shall be placed in the Boat Dock Reserve Account for the ASSOCIATION to help defray the expense of maintaining, repairing, replacing, altering, and insuring the docks and related improvements. The Board of Directors of the ASSOCIATION shall in its sole discretion determine when and how monies from the Boat Dock Reserve Account will be spent on the Boat Docks. The ASSOCIATION shall contract for all Boat Dock expenses. USER shall make no further alterations, modifications, or installations to the Boat Docks without the express consent of the ASSOCIATION. Furthermore, no USER shall sublease the boat dock space leased to them.

3. A short term lease agreement of thirty (30) days at a total cost of \$100.00 per lease period, paid in advance, can be approved, as long as all other terms and conditions of the “Boat Dock Space Lease Agreement” and Part 2 - Section 3, Boat Docks and Slips, of the House Rules and Regulations in the Owner’s Reference Booklet are complied with fully.

4. USER hereby agrees to abide by and conform to all rules and regulations of the ASSOCIATION, as contained in the ASSOCIATION documents, or as may be promulgated from time to time by the Board of Directors of ASSOCIATION, including but not limited to Part 2: Rules and Regulations, Section 3 entitled “Boat Docks and

Slips” contained in Owner’s Reference Booklet of Coquina Club of Naples Inc., as amended.

5. a) For the Rental Amount and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USER hereby agrees to hold ASSOCIATION harmless and to indemnify it against all liability for bodily injury ad/or property damage which may arise or accrue by reason of the USER’s negligent use or operation of their boat.

b) USER shall not injure, nor mar, nor in any manner deface the Boat Docks, and shall not cause or permit anything to be done whereby the Boat Docks shall be in any manner injured, marred, or defaced.

c) if the Boat Docks, during the term of this Agreement, shall be damaged by the negligent use or operation of the USER’s boat or by default of the user, or of any of the USER’s agents, employees, patrons, or guests, USER shall pay to ASSOCIATION upon such demand, such sum as shall be necessary to restore the damaged Boat Docks to their pre-damaged condition.

d) Should USER fail to pay the required sum necessary to restore the damaged Boat Dock described hereunder, ASSOCIATION shall have the option of pursuing money damages, and/or an action for eviction of the Boat Dock Space, in the manner provided by Florida Law for non-residential tenants. The required sum shall be due and payable upon ASSOCIATION’s notification of same to USER and if unpaid, shall bear interest at the maximum rate permissible by law.

6. USER hereby agrees to assume all responsibility for insurance respecting the boat docked in the dock space during use under this Agreement, and to assert no claim of coverage under any insurance policy of ASSOCIATION for claims arising out of such boat use. ASSOCIATION shall not be responsible for theft of the boat or any personal property therein or part thereof, nor shall ASSOCIATION be responsible for any damage to the boat.

7. a) USER will comply with all laws of the United States, the state of Florida, all ordinances of Collier County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of USER’s boat use at the Boat Dock Space.

b) If the Condominium unit owned by USER is sold or otherwise voluntarily transferred, the lease will automatically terminate. In the event of a foreclosure, assignment for the benefit of creditors, insolvency of USER, commencement by USER of a bankruptcy proceeding or any type of involuntary conveyance of USER’s condominium unit, the lease will automatically terminate.

8. If the USER remains in full compliance with all provisions of part 2, Section 3 of the Rules and Regulations, then the USER can expect to be granted a renewal of the

annual lease; however, the final decision regarding renewal is solely at the discretion of the Board of Directors on a case by case basis.

9. The Boat Dock Space which is the subject of this Lease may not be used by anyone other than a unit owner, a properly approved tenant, or their families and visiting guests except as otherwise authorized in Part 2; Rules and Regulations, Section 3 entitled "Boat Docks and Slips". USER recognizes and acknowledges that the Boat Dock is a common element owned by all owners of units at Coquina Club and that no title is vested in USER, but USER is granted only the exclusive right to use the Boat Dock Space. Thus, this Agreement cannot and shall not be recorded in the Public Records of Collier County, Florida, and if it is recorded, this Agreement shall become null and void and of no further force and effect.

WITNESSES:

COQUINA CLUB OF NAPLES, INC.

By: _____

Date _____

WITNESSES:

USER:

By: _____

Date _____

October 17, 2023