

CAMELOT CONDOMINIUM ASSOCIATION OF MARCO ISLAND, INC.

c/o Volhr Corporation
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Marco Island, Florida 34145
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Boat Lift Lease Agreement

This agreement is entered into this _____ day of _____ by and between Camelot Condominium Association of Marco Island, Inc, herein after called lessor and

(Print Name) _____ herein after called Lessee.

Whereas Lessee owns and controls, pursuant to certain leases with the state of Florida, dock space and boat life associated therewith.

Whereas Lessee desires to rent from Lessor Boat Lift No. _____.

Wherefore, it is agreed between Lessor and Lessee as follows:

1. The boat that Lessee will dock at Camelot is described as follows:
 - A. Make and model: _____
 - B. Name of Boat: _____
 - C. Registration No.# _____
 - D. No. of engines: _____ Inboard: _____ Outboard: _____ 1/O: _____
 - E. Weight: _____ Full Length: _____ Beam: _____
2. The annual renter for the boat lift shall be \$_____ payable quarterly in advance on January 1st, April 1st, July 1st, Oct 1st. The quarterly payment shall be \$_____.
3. The term of the lease shall continue as long as the owner lessee owns a boat and is in compliance with all the terms and conditions of this agreement and the rules and regulations established by the Association applying to the use of boat lifts and docks and has paid all charges required hereunder.
4. Lessee understands that the Lessor has caused the boat lift storage facilities to be installed at great expense and that Lessees' prior to February 1, 1999, have paid off the indebtedness incurred. Therefore, a Lessee entering into a lease after February 1, 1999 will be required to pay a non-refundable fee of \$1,500 for a 12,000 lb. lift. All quarterly rental funds and up front payments will be placed in a special account of the Association for the maintenance and replacement of lifts and to cover 50% of any dock damage, the Board reserves the right to assess Lessee's. The Board will set quarterly rental rates.
5. In addition to all other covenants and conditions contained in this Lease Agreement, Lessee agrees to abide by rules and regulations to be published by Lessor from time to time, the current copy of which is provided to Lessee at the time of the signing of this lease. Where published rules and regulations shall take precedence.
6. Lessee shall bear full responsibility for any damage which Lessee causes to the lift, docks, finger docks, seawall, other boats, or other property by virtue of the conduct of Lessee.
7. Lessee shall provide proof of insurance to Lessor showing that Lessee is insured for damages arising from conducts outlined in the immediately preceding paragraph, damage to Lessee's own boat and equipment, including the malfunction or failure of the boat lift, its cables or associated equipment.
 - Each Lessee must have current Florida public liability coverage of at least \$300,000
 - Lessor should receive proof of such insurance each time a change in coverage or the insurance is renewed directly from the Lessee's insurance agent. Lessee should arrange for this notice to be issued.
 - It is expressly understood that the Lessor will not be responsible for any damage to boats, motors, bodily injury, equipment, or lifts whatsoever.
8. Lessor will be responsible only for normal maintenance and repairs to boat lifts and docks.
9. Lessee agrees that Lessee shall not permit the use of the lift leased hereunder to any other party, or by any craft not stipulated in this agreement, without written approval from the Board of Directors of Lessor.
10. Lessee shall not make any changes, alterations, or modifications of any kind to the lifts, finger docks, piling, walkways or other property without written approval from the Board of Directors of Lessor.

11. The boat lifts will be operated by remote control device. The Lessee shall be responsible for the care, cost of repair and replacement of lost or damaged remote control devices. All such devices must be approved by the condominium manager or a designated representative of the Association. The manager will secure or designate the purchase source in case a replacement is required.
 12. Neither the condominium association nor the manager of the condominium will be responsible for the safety of boats stored on the lifts such as damage from vandals, waves, wind, hurricanes, etc. It is the responsibility of the Lessee to assure that his craft is secured and adequately tied down at all times especially during the hurricane season.
 13. If at any time Lessee violates the terms of this agreement or the rules and regulations promulgated from time to time by the Lessor, Lessee shall relinquish the right to use the boat lift as set forth herein.
 14. Lessee shall provide written notice to Lessor in the event that Lessee disposes of his unit or his boat, and wishes to vacate his boat lift. Such notice to take effect at the end of the calendar quarter therein.
 15. Camelot Condominium Association of Marco Island, Inc. retains all rights and ownership of the docks and lifts, except as specified in this document.
 16. Boat slips may be leased to owners of Camelot on an annual basis.
 17. Boat dock lifts may not be sub-let.
 18. The lease may be voided after 30 days if payment is delinquent, and the boat will be removed at the owner's expense.
 19. No more than one slip may be leased to any owner.
 20. Each Lessee must present evidence of registration, in Lessee's own name, for the boat to be moored at Camelot, at the time of the boat lift assignment. Thereafter, registration renewals or changes must be submitted promptly.
 21. The following limitations will prevail in order to meet the manufacturer's recommendations:
 1. Overall Length shall not exceed 31 feet (including pulpits, swim platforms, rear drive mounts, and outboard motors).
 2. Maximum Weight of a fully equipped boat shall not exceed 12,000 lbs. for a lift.
 3. Beam shall be 11 feet for a lift. Deviations from these limitations must be approved by the Board of Directors.
 22. Lines and hoses must be kept off the walkway. All boaters are expected to maintain the dock area in a clean and orderly manner at all times.
 23. Boats must be kept securely moored in the lifts at all times. This is the sole responsibility of the owner.
 24. Lessee of boat lifts must own a boat located full time on Marco Island, unless otherwise approved by the Board of Directors.
 25. After all lifts have been leased, a waiting list of owner applicants will be maintained by the Condominium Manager. The date of application (earliest first) will determine the owner whom is first on the list as they become available.
 26. The Boat Lift lease may not be assigned by an owner to anyone else upon the sale of a unit. The Board of Directors has sole discretion in the assignment and reassignment of slips.
 27. When a boat owner changes boat or a new owner acquires a lift, it is the Lessee's financial obligation to do any retrofitting that is needed to accommodate their boat and to obtain a proper fitting by an expert.
 28. The Boat Dock Committee may, at any time, recommend to the Board of Directors that any boat not considered up to the standards of normal operation be removed from the dock area forthwith, at the owner's expense, notwithstanding any rental or lease agreements.
 29. The Boat Dock Committee may, at any time, recommend to the Board of Directors that Lessee deemed to be misusing the dock facilities and/or privileges, have his or her lease terminated; and be instructed to remove his boat.
 30. Boat owners expecting maintenance or service personnel to work at the docks in their absence should notify the manager in advance. Maintenance contractors must register at the manager's office prior to boarding a vessel at the docks.
- This agreement executed the year and date first set forth above.

Lessee: _____
Boat / Unit Owner

Lessor: _____
Camelot Condominium Association of Marco Island, Inc.