

PALM ISLAND HOMEOWNERS' ASSOCIATION, INC. (PIHOA)

Dry Boat/Trailer Parking/Wet Slip Rental Space Rules and Regulations Updated 06/19/2023

Lessee: PIHOA Phase 1 or Phase 2 registered Homeowner

Dry Boat/Trailer Rental: is for Storage in the Parking lot of a boat or other watercraft on the trailer or a trailer by itself.

Wet Slip Storage: is for storage of a boat or other watercraft on the dock space indicated on the map and below. Wet Slip storage does not entitle to those renting wet slip, a space for a trailer in the parking lot.

1. For the purposes of this document, Boat/Trailer Rental space refers to all considered currently registered boats and/or registered watercraft and trailers for such. References to PIHOA Phase 1 hereby known as (the Assoc.)
2. Parking Lot Space Number 1 ("long" parking space above the boat launch ramp) is reserved for parking motor homes during the loading, unloading, or cleaning times allowed for those purposes. This is not for long term storage. RV parking exceeding 3 Days will be billed at \$5.00 per day, not to exceed 14 Days. This convenience is supplied on a first come first served basis. An Assoc. board member and the Dock Master who oversee this common area must be informed and have approved parking. Violators of this policy will be towed at the vehicle owner's expense.
3. Parking Spaces 2 through 8 only (six "long" parking spaces above the boat launching ramp) rented for active boaters with boat and trailer in fully operable condition. Spaces 9 and 10 are for **daily use only** by PIHOA Phase 1 or Phase 2 members that want to use the boat ramp for launching their boats and storing their trailers **for the day**. Please see attached map for the exact position of these spaces. Violators of this policy will be towed at the vehicle owner's expense.
4. In addition to Parking space, The Assoc. has 7 Wet Slips available for docking on a short- or long-term basis. These spaces are limited in size and are designed for boats less than 30ft in length and beam of less than 12ft. Spaces 1 and 2 on the attached map are for lessees who have just launched their boat for embarking while parking their trailer or for disembarking and retrieving their trailer. Positions 3 thru 9 can be rented. Violators of this policy will be towed at the vessel owner's expense.
5. Rental Fee for Dry Space rental will be \$125.00 per or partial month. Pro rate charges do not apply. Effective January 2023 as announced in November 2022. Checks will be made payable to the **Palm Island Recreational Facility** and are due on the 1st day of each month and are late after the fifteenth (15th) of the month. Late charges are the same amount as set forth in the homeowner monthly dues currently \$10.00 and subject to change. Dry Space Rental checks can be mailed or dropped at our mailbox or the drop box mail slot on the office door inside the clubhouse. Currently, we do not have an electronic means to accept payment.

6. Wet Slip Rental space will be at a rate of \$75.00 per or partial month. Pro rate charges do not apply. Checks will be made Payable to the **Palm Island Recreational Facility** and are due on the 1st day of each month and are late after the fifteenth (15th) of the month. Late charges are the same amount as set forth in the homeowner monthly dues currently \$10.00 and subject to change. Wet Slip Rental space checks can be mailed or dropped at our mailbox or the drop box mail slot on the office door inside the clubhouse. Currently, we do not have an electronic means to accept payment.

Note: (Revised rate effective July 2023 \$75.00) Originally effective January 2023 as announced in November 2022 the rate was \$125.00.

7. The Lessee using a Dry Space or Wet Slip Space must provide the Assoc. with a completed BOAT OWNER INFORMATION form, proof of insurance, a copy of the current registration for the watercraft, a current registration for the trailer and a signed HOLD HARMLESS AND INDEMNITY RENTAL AGREEMENT form. Insurance updates or changes **must be provided** to the Association **when they occur**. A copy can be mailed, emailed or dropped off in the same manner as the rental fees. The Lessee must have and maintain an email, phone number and backup emergency contact for file.
8. The Assoc. will not be held liable for any theft or damage to boats or for any property on, in or attached to the boats or their trailers.
9. If more boaters wish a space for a boat and trailer than there are available spaces, each Homeowner desiring a space will register with the Assoc. with their intent to rent a Dry Space or Wet Slip Space. When a Dry Space or Wet Slip Space becomes available, it will be assigned to the next Homeowner with the oldest date of application.
 - a. The finalized documents in item 7 must be submitted within 21 days and the Homeowner must take possession and pay the first month's dues by the beginning of the next calendar month
10. If the space is leased by a Homeowner who is not a year-round resident, that Homeowner shall appoint another Palm Island resident who will be available year-round, and be responsible for taking any action necessary to secure the property in case of an emergency due to weather or other unforeseen circumstances. **If a Homeowner ceases to pay for his assigned Dry Space or Wet Slip, it will be assigned to the next homeowner with the oldest date of application.**
11. At the time a boat has vacated their dry parking or wet slip, a notice will be sent via email from the Assoc. to all current lessees that a specific Dry Space or Wet Slip is available. Current lessees will have 5 days to respond if interested moving their boat or trailer to the recently available spot. If so, their respected open spot would be assigned on a first come, first served basis as described in item 9.
12. There is no sub-leasing of Dry Space or Wet Slips permitted. Lessee is expressly prohibited from assigning their space or agreement.
13. The Assoc. prohibits major repairs to boats or engines in rented spaces.

14. While there is electrical 110VAC power in the Wet Slip Area, it is not intended for the purpose of running boat air conditioning or continuous use. It is for battery charging, buffing, and vacuuming on your boat or other short-term use. Only undamaged UL Approved electrical cords are permitted and all lessees must follow all safety precautions. No Electrical cord should be draped or come in contact in the surrounding water for everyone's safety.
15. Water access at each Slip is non-potable water and is to be used for rinsing off and or washing boats within all laws regulating to the use of any boat cleaning chemicals in navigable waterways.
16. Dry Storage and Wet Slips are for *active boaters* as a convenience to the homeowner community and not intended as a *long-term storage solution*. This will be monitored by the Dock Master. Please seek off site storage if that is your intent.
17. Any violation levied to the community due to a boat owner's neglect of environmental or maritime applicable laws will be borne by the Lessee.
18. Enforcement of the rules and regulations: Owners who do not comply with these rules and regulations, Assoc. documents and Florida Statutes are subject to fine(s) and must relinquish the space he/she has been allowed to rent.
19. The Board of Directors has the right from time to time to modify, change, delete, and or add to these rules and regulations as it deems necessary. Violation of any of the rules described and or intended will cause for immediate cancelation of privileges to store or dock said boat, trailer or other watercraft.
20. If there is a breach of the terms of the rental agreement the Board of Directors may cause the boat and/or trailer to be removed from the space and stored elsewhere at the owner's or lessee's expense.

Note: Under the Lease Agreement with Phase II, members of Phase II have the same rights for use of the recreational Facilities as Phase I members.

Revised 6/19/2023

PALM ISLAND HOME OWNERS ASSOCIATION, INC. (PIHOA)

HOLD HARMLESS AND INDEMNITY RENTAL AGREEMENT

Any applicant for the privilege of renting a boat slip or dry boat/trailer space at Palm Island Home Owners Association, Inc. (PIHOA) Recreational Facility, by virtue of such application, hereby understands and agrees:

1. Rental is a privilege. No right, title or interest is conveyed to the applicant for any term. To the extent rental fees are paid over a specified term, such fees are refundable on a pro rata basis if the rental privilege is terminated.

APPLICANT'S INITIALS _____ **DATE** _____

2. PIHOA reserves the absolute right to terminate any rental privilege, with or without cause, at any time.

APPLICANT'S INITIALS _____ **DATE** _____

3. By applying for, and receiving, a privilege for such rental, applicant agrees to hold harmless PIHOA from any causes, claims for damages and injuries arising from the privileges and uses created by this rental. This agreement to hold harmless specifically includes the agreement of applicant to hold PIHOA harmless from any claim, cause or injury arising from the negligence of PIHOA.

APPLICANT'S INITIALS _____ **DATE** _____

4. The applicant specifically understands and agrees that PIHOA does not warrant, expressly or implied, the fitness of any facilities rented.

APPLICANT'S INITIALS _____ **DATE** _____

5. The applicant specifically understands and agrees that PIHOA is not a bailor of applicant's boat or boat and trailer and that this rental agreement creates no bailment of applicant's boat or trailer.

APPLICANT'S INITIALS _____ **DATE** _____

6. The applicant specifically understands and agrees that PIHOA may remedy any breach, material or immaterial, of the terms of the rental agreement and/or rental space rules and regulations by causing the applicant's boat and/or trailer to be removed from the PIHOA common property and stored elsewhere at the expense of the applicant. Furthermore, applicant specifically understands and agrees to hold harmless PIHOA from any and all claims, causes, harms, damage, or injuries associated with removing applicant's boat and/or trailer from PIHOA common property and storing such boat and/or trailer elsewhere. Applicant agrees that any such expense which is not paid promptly shall be a Specific Assessment, as allowed by PIHOA documents and Florida statutes against applicant; and applicant agrees that should any litigation be involved, applicant agrees to pay all court costs and attorneys' fees should such action become necessary.

APPLICANT'S INITIALS _____ **DATE** _____

7. With consideration of the foregoing rules, regulations, terms and conditions, applicant further understands and agrees that applicant is expressly assuming the risk of all injury, damage, theft or calamity, man-made or otherwise, associated with the rental privilege conveyed under this agreement. Applicant further agrees to indemnify PIHOA for any loss, damage, theft or injury caused by applicant's use of the Recreational Facility under this rental agreement.

APPLICANT'S INITIALS _____ **DATE** _____

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The applicant agrees to fully-abide-by all rules and regulations adopted from time to time by the Board of Directors of Palm Island Home Owners Association, Inc.

Home Owner:

Printed Name

Signature

Date

Lessee:

Printed Name

Signature

Date

Palm Island Street Address:

North Fort Myers, FL 33903

LOT NO.

Check One:

PHASE I

PHASE II

Cell Phone:

Home Phone:

Person(s) responsible for boat when I am absent from Palm Island:

Name:

Cell Phone:

Address:

Home Phone:

=====

Accepted:

Board Member:

Printed Name

Signature

Date