



MARINA RULES & REGULATIONS - 2019 -

OPEN HOURS : from 6 am to 11:00 pm (7 days a week)













MARINA ACCESS : Only the « **Marina Member(s)** » and **guests** shall have access to and use of the boat slip. Guests are not allowed to entire the marina area without the presence of the « **Marina Member(s)** ».

SLIP RENTAL : A minimum term of one **(1) month** and a maximum term of twelve **(12) months** beginning on **November 1rst** of every year and can be renewed with approval of a Marina Committee Member or Management Team. Higher Prices can be established by management without notice upon renewal.

RULES & CONDITIONS

1. **ALL BOATS CANNOT EXCEED 25' FEET OVERALL, including engine or engine room.**
2. « **Marina Member(s)** » cannot choose the location of his boat slip. Only a Marina Committee Member or Management Team can assign a boat slip and reserves the right at anytime to relocate a boat on another slip according to the marina's needs.
3. « **Marina Member(s)** » shall remove his boat from the marina at the end of term agreement date, unless this agreement has been renewed prior to the date with Pine Tree Park Co-op, Inc.
4. The use of a gaffe is strongly recommended.
5. Anchor (s) must be kept inside the boat at all time when docked.
6. Beware of electrical pedestals (repairs at the « **Marina Member(s)** » expense).
7. The « **Marina Member(s)** » is fully responsible for the behavior of his guests.
8. This lease agreement is **NOT TRANSFERABLE.**
9. The « **Marina Member(s)** » must provide at the signature of this lease agreement a photocopy of a valid liability insurance and registration of the boat covering the entire term of this agreement.

- STRICTLY FORBIDDEN & NOT TOLERATED -

-  **Sub-leasing**
-  **Living on board**
-  **Group activities (party)**
-  **Loud and excessive music**
-  **Liquor on dock**
-  **Fishing / Swimming**
-  **BBQ in the dock area**
-  **Garbage disposed in the water**
-  **Uncomplying with the speed limit**
-  **Parking in another assigned dock « Towing at your own expense »**
-  **Install or replace any equipment whatsoever in the marina area without prior written consent by a Marina Committee Member or Management Team ex: lights, cabinets, floating docks for watercraft.**
-  **IT IS STRICTLY FORBIDDEN TO KEEP THE MARINA DOOR OPEN AT ALL TIMES, EVEN FOR JUST A COUPLE OF MINUTES.**

COMPLIANCE : Failure to comply with these rules as well as repeated and justified complaints may result in immediate eviction of the « **Marina Member(s)** » and guests without notice or refund for an indefinite period.

HURRICANE SEASON

The « **Marina Member(s)** » MUST REMOVE the boat if a hurricane is announced in less than 48 hours.

COMPLIANCE WITH LAWS AND REGULATIONS

« **Marina Member(s)** » shall comply with all applicable laws, ordinances and regulations of the State of Florida , The City of Deerfield Beach and Pine Tree Park Co-op, Inc. with regard to the marina and boat slip.

MARINA KEY

A \$30.00 deposit is mandatory for a marina key. The Key MUST be returned at the office by the end of each lease agreement. Only one Key per Boat Slip.

PAYMENT

CHECKS ONLY for the entire season or rental period. **This lease agreement is not refundable.**

HOLDING OVER

In the event that « **Marina Member(s)** » holds over after the termination of this agreement the continued occupancy of the space by the « **Marina Member(s)** » shall be construed as a tenancy at sufferance at the rental herein specified, subject to cancellation by Pine Tree Park, Co-op, Inc. and subject to changes in the rental , terms and conditions upon written notice by Pine Tree Park Co-op, Inc. to the « **Marina Member(s)** ».



CANCELLATION

Pine Tree Park Co-op, Inc. reserves the right to cancel this agreement upon written notification. « **Marina Member(s)** » shall immediately remove the Boat from the boat slip within five (5) days of the date of Pine Tree Park Co-op, Inc. written notice of cancellation.

Upon failure to comply with the terms of this agreement or any applicable laws, ordinances and regulations, the « **Marina Member(s)** » shall pay to Pine Tree Park Co-op, Inc. prior to the removal of the boat the sum of five dollars per day as liquidated damages. In no event will « **Marina Member(s)** » be allowed to make use of the facilities subsequent to the date of cancellation expect to remove the boat from the premises.

INDEMNIFICATION

« **Marina Member(s)** » HEREBY RELEASES, discharges and covenants not to sue Pine Tree Park Co-op, Inc., their administrators, directors, managers, agents, officers, volunteers and employees (each considered one of the releases' herein) from all liability, claims, demands, losses or damages on « **Marina Member(s)** » account caused or alleged to be caused in whole or in part by the negligence of the release's or otherwise, in regard to Pine Tree Park Co-op, Inc. roles and responsibilities as a provider and manager, respectively, of the facilities at Pine Tree Park Co-op, Inc. and « **Marina Member(s)** » further agrees that if, despite the release and indemnity agreement, « **Marina Member(s)** » , or any one of « **Marina Member(s)** » behalf, make a claim against any of the release's , in regard to their roles as a provider and manager, « **Marina Member(s)** » WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the releases' from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim.

PROPERTY DAMAGE

All property stored within, on or about the premises by the « **Marina Member(s)** » sole risk. Pine Tree Park Co-op, Inc. their administrators, directors, managers, agents, officers, volunteers and employees shall not be liable to « **Marina Member(s)** » for any damage to, or loss of, any property while at the premises, arising from any cause whatsoever including, but not limited to : fire, theft, vandalism, water damage, high water resulting from weather conditions, storms, hurricanes, floods, tornadoes, mysterious disappearance, rodents, act of God, or the active or passive acts of omissions or negligence of Pine Tree Park Co-op, Inc. their administrators, directors, managers, agents, officers, volunteers or employees.

INSURANCE

Pine Tree Park Co-op, Inc. DOES NOT CARRY INSURANCE for any loss whatsoever that « **Marina Member(s)** » may have. « **Marina Member(s)** » must obtain ant insurance desired at their own expense. Pine Tree Park Co-op, Inc. strongly recommends that « **Marina Member(s)** » secure their own insurance to protect « **Marina Member(s)** » and their property against all perils.