

# RIVERWALK HOMEOWNER'S ASSOCIATION, INC. BOAT STORAGE AGREEMENT

*Adopted by Board of Directors- June 3, 1997. Revised 5/2/01, 11/28/01, 04/20/05, 6/17/09, 6/21/2016*

## OWNER/TENANT INFORMATION:

\_\_\_\_\_  
Name of Lessee                      Owner \_\_\_\_\_ Tenant \_\_\_\_\_

\_\_\_\_\_  
If Tenant, Unit Owner Name:

\_\_\_\_\_  
Riverwalk Unit Number

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Out of Town Phone Number

\_\_\_\_\_  
Email Address (REQUIRED)

## Notes:

## BOAT INFORMATION:

Vessel #: \_\_\_\_\_ Exprs. \_\_\_\_\_

Make & Model \_\_\_\_\_

Boat Length \_\_\_\_\_

Boat Width \_\_\_\_\_

Trailer Tag # \_\_\_\_\_ Exprs. \_\_\_\_\_

Boat Access Remote SN: \_\_\_\_\_

Boat Storage Space # \_\_\_\_\_

Lease Fee \$160.00    Received \_\_\_\_\_

**For the purposes of this Agreement, the words "I" and "my" shall mean and refer to the Owner of a Unit and/or Tenant of such Owner of a Unit or both whenever and wherever the context so requires.**

The undersigned, in consideration of a boat storage space in the Riverwalk Homeowner's Association, Inc. ("Association") Boat Storage Facility and other good and valuable consideration, received from the Association, agrees as follows:

1. This agreement shall be for one year from the date of this agreement, and may or may not be renewed annually at the sole discretion of a majority vote the Riverwalk Board of Directors.
2. I agree that proper formal notice to me under this agreement shall be fully satisfied by email to the email address I have specified above.
3. I understand that the Boat Storage Facility and boat ramp are subject to video/audio surveillance by the Association.
4. I hereby agree that the Association is neither responsible nor liable for any theft, damage or injury to person or property related to occupancy and use of the assigned space or any portion of the Boat Storage Facility.

5. I agree that the space assigned to me in the Boat Storage Facility is exclusively for my personal use for a non-commercial, pleasure boat or Jet Ski and its associated trailer that are both owned by me. I also agree not to use this space for any other purpose or sublet this space to anyone else or permit anyone else to use this space at any time during this lease period.
6. I agree that I will not perform any repairs or service on my boat or trailer in the Boat Storage Facility that is not usual and customary to be performed in a Boat Storage Facility. Removing or applying bottom paint to a boat is hazardous and shall not be permitted at any time. I shall be the party responsible to maintain adequate insurance, which may include but is not limited to liability and property coverage, for my boat and trailer.
7. I agree that I will provide the Association with a copy of my current boat title, boat registration, and trailer registration upon the initial application for a boat storage space in the Boat Storage Facility. Thereafter, I will provide updated boat title, boat registration, and trailer registration (1) on June 30<sup>th</sup> of each year, (2) when the boat or trailer parked in my assigned space changes, or (3) within 15 days after requested by the Association. I agree to insure that neither my boat nor trailer registration expires at any time.
8. I agree that the boat and/or trailer stored in my space may not extend outward more than 33 feet from the fence in the Boat Storage Facility and may not be wider than the width of my assigned space less 2 feet. I also agree to keep the boat and/or trailer centered within the boundary lines of my assigned space at all times, so as not to interfere with adjacent boat owner's access to their boat and/or trailer. There are two different sizes of boat storage spaces. A small space can accommodate boats/jet ski up to 17 ft in length. A large space can accommodate boats from 18ft to 23ft. Boats larger than 23ft require special approval of the Board to insure that they will not in any way obstruct other boats/trailer owners from entering or exiting the boat storage area or parking their boat/trailer in their assigned space. A storage space may be re-assigned at any time at the discretion of the Board and/or Property manager to facilitate maximum, safe, use of the Boat storage facility.
9. Leaving any vehicle connected to a boat trailer unattended at any time in the Boat Yard or Boat Ramp area at is strictly prohibited. Any trailer or vehicle blocking another boat/trailer owner from parking in their assigned space may be immediately towed.
10. I agree to pay the Association a fee of \$160 for the use of my boat storage space by June 30<sup>th</sup> of each year. I understand that this fee may be changed by vote of the majority of the Association Board at any time and such change will be effective on June 30<sup>th</sup> following the date the change was approved by the Board. In the event this agreement is terminated for any reason by the Association or under the terms of this Agreement, I agree that I will not be entitled to a refund of any portion of fees paid.
11. I agree that I will abide by all Rules and Regulations promulgated by the Association, including Rules and Regulations relating to the use of the recreation facilities, including, but not limited to, the Boat Storage Facility. This includes those Rules and Regulations currently in effect, as well as any amendments thereto. I additionally acknowledge that the Association has the authority, in its discretion, to amend all Rules and Regulations, including those relating to the use of the Recreation Facilities, including, but not limited to, the Boat Storage Facility and I agree to abide by same. Violation of any terms of this Agreement or the Association's Governing Documents including any Rules and Regulation shall be sufficient grounds for revoking your boat ramp and/or boat storage privileges at the sole discretion of the Association's Board of Directors by a majority vote of the Board.
12. I agree that I will provide immediate written notice of any change of my address to the Association or any change in the occupancy or ownership of my unit.
13. I agree that if I fail to provide these required changes in address, ownership, or occupancy, I waive any right that I may have to any written notice (in additional to email notification) prior to the termination this Agreement by the Association.
14. I agree that either email notification, as specified in section 2 above, or a certified letter terminating this Agreement, which is mailed by the Association to me at the my last known billing address used by the Association for billing purposes, shall constitutes written notice of termination to me even in the event said certified letter is returned to the Association and is marked as unclaimed.
15. I agree that in the event any unit that I own is more than 60 days delinquent in the payment of the boat storage fee or any other Association assessment(s), the Association has the authority, in its sole discretion, to immediately and automatically terminate this agreement and/or remove my name as an applicant on the Association's boat storage waiting list.

16. In the event that I have a tenant who is the lessee under this Agreement, then I assume full liability and responsibility to the Association and my tenant for any termination of this Agreement by the Association, including notifying my tenant of such termination and the removal of my tenant's boat or other watercraft from the assigned space, should my tenant fail or refuse to remove same. I agree that my responsibility and liability may include reimbursing my tenant for any fee paid, or portion thereof, towing and storage expenses, cost for any personal property removed that is discarded or damaged, and any deposit which my tenant may have paid to the Association under this agreement. I and my tenant agree that neither one of us will look to the Association to reimburse my tenant for these sums and I will hold the Association harmless in this regard.
17. I agree that in the event that the Association herein terminates this agreement, as provide herein, that I will remove anything parked or present in my assigned space within 15 days after said termination. If I do not remove whatever is parked or present in my assigned space within 15 days after said termination, I also agree that I will grant the Association the right to tow whatever is parked or present in my assigned space at my expense and to discard any remaining items of personal property in my assigned space. I further agree that I will forfeit any fees that I may have paid to the Association for my space in the Boat Storage Facility.
18. I agree that the Association may require my boat to be temporarily removed from the Boat Storage Facility for up to 45 days for the purpose of repairing or resurfacing the Boat Storage Facility and will formally notify me via certified mail within ten business days of performing such work.
19. I agree that in the event that I am no longer an owner of a unit in Riverwalk, this agreement shall automatically terminate immediately and I will forfeit any and all rights and fees paid for my space in the Boat Storage Facility. I agree that if I sell my Unit, or if my Unit is foreclosed upon by any mortgagee of my Unit, then I am solely and completely responsible for notifying my tenant of such sale or foreclosure and the termination of my tenant's rights under this agreement. I agree that my responsibility and liability may include reimbursing my tenant for any fee paid, or portion thereof, towing and storage expenses, cost for any personal property removed that is discarded or damaged, and key deposit which my tenant may have paid to the Association under this agreement. I and my tenant agree that neither one of us will look to the Association to reimburse my tenant for these sums, and, I will hold the Association harmless in this regard. Furthermore, I agree that I am legally and financially responsible to the Association for my tenant's refusal or failure to remove boat, trailer or other personal property from my assigned space upon termination.
20. I agree that there will be no proration of any fees charged for a space in the Boat Storage Facility and upon acceptance of my application for a Boat Storage Space a fee of \$160 will be immediately due. Fees will be due again on June 30th of each year.
21. I agree that in the event that the Association terminates this agreement, I must re-apply for a space in the Boat Storage Facility by formally requesting that my name be added as a new applicant on the bottom of the Association's waiting list.
22. I agree that any spaces that may become available in the Boat Storage Facility will be assigned on a first come first served basis as specified in more detail the Association Governing Documents and that the Association policy permits only one boat storage space per unit.
23. I agree that the Boat Storage space is to be used for the sole purpose of storing one operational boat or watercraft and one associated operational trailer and one approved Rubbermaid shed. Storage of just a boat trailers or any other personal property in lieu of a boat or watercraft or in addition to a boat or watercraft is not allowed. Boats or trailers in disrepair, including trailers with broken axels or hubs, missing or flat tires, etc. are not allowed.
24. I agree not to leave my storage space unoccupied for more than 14 days without notifying the Association.
25. Use of the Boat Storage Area, requires an electronic key (i.e. transponder) to open the gate. Transponders are only issued to owners of boats in the boat storage area for a fee (currently \$25), which is not refundable. Only one transponder will be issued per assigned boat storage space. I agree that I will lock the Boat Ramp gate at all times, when leaving the Boat Storage Facility with the only exception being when another boat owner is in the Boat Storage Facility or is waiting to use the Boat Ramp. I agree I will take no action to inhibit the Boat Storage gate from opening or closing automatically. No one other than me will have access to my transponder or boat ramp key at any time.
26. I agree that the Association may re-assign me to another storage space at any time and agree that I shall move everything within my currently assigned space to the new space within 10 calendar days after notification by the Association.

27. I agree not to leave any trash, dead bait or fish parts in any part of the Boat Storage Facility or the Association's trash bin. I agree to immediately take all garbage home and keep my storage space neat and clean at all times. I agree to reimburse the Association for any damage caused by Boat or trailer to the Boat Storage Facility or boat ramp including damage caused by leaky fluids from my boat or motor. I agree that any items not stored in my boat or boat shed may be discarded by the Association at any time. I agree that I will have no more than one approved Rubbermaid storage shed in my assigned space and shall maintain this shed in operating condition.
28. The ice machine in the Boat Yard was purchased using only boat storage yard fees and is for use only by boat owners assigned a space in the boat storage yard. Anyone allowing anyone else other than an assigned boat storage space occupant to take ice from this machine may have their boat storage privilege revoked. No more than one 30 gallon cooler of ice shall be taken from this ice machine per day, per owner, assigned a space in the Boat Yard. The metal ice scoop must be returned to the receptacle on the shed next to the ice machine in the Boat Yard and the ice machine locked after each use.
29. I agree that in the event I do not comply with any of the terms in this Agreement that my privilege to store a boat in the Boat Storage Facility, may be terminated at any time by majority vote of the Board of Directors of the Association, anything residing in my assigned space may be towed off and/or removed from the premises, unless otherwise specified in this agreement, and I will forfeit my rights and any fees paid for my space in the Boat Storage Facility. I agree a vote by the Board of Directors is not necessary if this agreement is terminated automatically as specified herein.
30. As a unit owner, I agree that I am ultimately responsible for my Tenant to abide by the Rules & Regulations stated herein and that I am giving up my right to a space in the Boat Storage facility while my Tenant leases a Boat Storage space. I agree to indemnify and hold the Association harmless from any damages, costs, attorney's fee or expense which may be incurred by the Association on account of my or my tenant's failure to comply with the terms and conditions of this agreement.
31. If it becomes necessary to hire an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover their costs and attorneys' fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Any legal proceeding concerning this Agreement shall be brought in a Court of competent jurisdiction in Palm Beach County, Florida.
32. If any provisions or portion of this Agreement is found or ruled to be invalid, the remaining portions shall be otherwise not affected.
33. The terms and provisions of this Agreement represent the entire agreement between the parties. There shall be no change in any of the provisions of the Agreement, without the prior written approval of all parties.

AGREED:

\_\_\_\_\_  
**Signature of Riverwalk Unit Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Riverwalk Unit Lessee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Riverwalk Representative**

\_\_\_\_\_  
**Date**