

EAGLE POINT HOMEOWNERS, INC.

10303 Burnt Store Road
Punta Gorda, FL 33950
(941) 639-4219

DOCK RENTAL AGREEMENT

This agreement is between Eagle Point Homeowner, Inc. (PARK) and

_____ (TENANT).

(Print Name)

In consideration of the receipt of the annual assessment of \$200 it is herein agreed that the PARK will lease to the TENANT, for the period of January 1st, 2012 through December 31st, 2012, the above listed dock slip.

The terms of the lease will be as follows:

1. The TENANT must be a shareholder in Eagle Point Homeowners, Inc. and the registered owner of any boat utilizing this dock.
2. The TENANT agrees to carry appropriate liability insurance.
3. The TENANT is solely responsible for the safety of his or her guests and invitees while using the dock.
4. The TENANT is solely responsible for all security and maintenance of their boat.
5. The TENANT is not allowed to store gas (including empty containers) or any explosive chemical on the dock or in the general area of the dock.
6. The TENANT is responsible for keeping the dock free of trash and debris.
7. The TENANT has free right and access to the dock via the Park's common grounds.
8. The TENANT is not allowed to remove, change or alter the dock in any way.
9. The TENANT may not rent, lease, sublease, sell or assign the use of the dock to another party.
10. TENANTS who plan to leave their dock space unoccupied for a period of sixty (60) days or more **MUST** notify the PARK in advance in order that the PARK may sublet the space to the next qualified person on the Dock-Waiting-List. There will be no rent rebates if the PARK reassigns the space during the TENANT's absence.

11. In addition, this agreement may be terminated if the TENANT does not occupy the Dock with a boat for a minimum of three months during the rental period. At that time, the Dock will be rented to the next person on the waiting list. If there are extenuating circumstances, a letter must be submitted to the Board for their review.
12. If the boat occupying the dock space is sold, the TENANT must notify the office within ten 10 (days) of his or her intention to either vacate the dock or to replace the boat. The TENANT shall have sixty (60) days in which to replace the boat. A copy of the purchase contract or registration will be considered proof of intent.
13. The TENANT agrees to notify the PARK if repairs are needed, especially if it could endanger others. The PARK will be responsible for repairing and maintaining the dock and the general area.
14. If the TENANT decides to terminate this agreement before it expires, they must submit a letter to the office of the effective date so the amount paid can be prorated. This action will cause the PARK to reassign the Dock and eliminate the TENANT's name from the current records. If the TENANT chooses, they can submit their written request to be placed on the Park's waiting list. However, the order of selection will not be given any special priority and their name will be placed on the list according to the date requested.
15. Provided the above provisions are followed, TENANT will be eligible to renew at the end of this rental term. At that time, a new bill and agreement will then be mailed to the TENANT. **TENANT must sign new rental agreement and return it to the PARK along with payment in full of the rental fee for the full rental term in order to rent the dock.**

I agree to the above listed terms.

HOMEOWNER:

Printed Name _____ **Home #** _____

Signature _____ **Date** _____

EAGLE POINT HOMEOWNERS, INC:

By _____ **Date** _____

Its _____

Length & Make of Boat: _____