

**RIVER OAKS GA. CONDOMINIUM ASSOCIATION, INC.**

**Boat Slip Lease Application and Agreement**

**[COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE A BOAT SLIP LEASE. ALL BOAT LEASE APPLICATIONS MUST BE ACCEPTED AND EXECUTED BY THE ASSOCIATION IN ORDER TO BE BINDING.]**

Slip # Assigned by Dockmaster Account No. \_\_\_\_\_ (managing member)  
(Slip and Capital Assessment Billed to Acct)

Boat Name \_\_\_\_\_

Manufacturer \_\_\_\_\_

Model \_\_\_\_\_

LOA (manufacturer's) \_\_\_\_\_ HIN \_\_\_\_\_

Georgia Registration Reg/Doc No. \_\_\_\_\_

Insurance Co. \_\_\_\_\_ Policy No. \_\_\_\_\_

Expires \_\_\_\_\_ Proof of Registration \_\_\_\_\_ Hurricane Plan \_\_\_\_\_

Please select one of the following payment options:

- SPECIAL 13 MONTH INCENTIVE PLAN (\$6/foot): full payment in advance with signed agreement for one year plus one month Security Deposit, 13 MONTH is FREE!
- 12 MONTH PLAN (\$6/foot): twelve months paid monthly with signed agreement for one year plus one month Security Deposit.
  - 6 MONTH PLAN (\$7/foot): six months paid monthly with signed agreement for six months plus one month Security Deposit.
- 3 MONTH PLAN (\$8/foot): three months paid monthly with signed agreement for three months plus one month Security Deposit.
- MONTH TO MONTH PLAN (\$10/foot): one month in advance with signed agreement for one month plus one month Security Deposit.
- PERSONAL WATERCRAFT PLAN (\$50/pwc/month): three months in advance with signed agreement.

PRICING INFORMATION

- Boat length determined by manufacturers LOA rounded up (example: Wellcraft Coastal 290 is 30'2" would be charged for 31')
- 1 Month term based on space availability
- 12 month term paid full in advance, receives 1 month free (Must sign up by May 29, 2009)
- 12 Month term paid monthly, no incentive
- Minimum charge of 15' boat (boat may be smaller, but still charged for 15')
- Maximum of 35' boat (Larger boats only by Board approval)
- Personal Watercraft - \$50 per month with 3 month minimum, paid in advance
- 1 month deposit must be paid upfront
- 30 days late on payment and boat will be removed at owner's expense
- Board of Directors will appoint a Dockmaster
- Dockmaster will assign boat parking areas based on order of lease signup, boat type, boat length, and best use of facilities

Boat Length (feet)	PRICE PER MONTH			
	Month to Month \$10 per foot	3 Month Lease \$8 per foot	6 Month Lease \$7 per foot	12 Month Lease \$6 per foot
1-15	\$150.00	\$120.00	\$105.00	\$90.00
16	\$160.00	\$128.00	\$112.00	\$96.00
17	\$170.00	\$136.00	\$119.00	\$102.00
18	\$180.00	\$144.00	\$126.00	\$108.00
19	\$190.00	\$152.00	\$133.00	\$114.00
20	\$200.00	\$160.00	\$140.00	\$120.00
21	\$210.00	\$168.00	\$147.00	\$126.00
22	\$220.00	\$176.00	\$154.00	\$132.00
23	\$230.00	\$184.00	\$161.00	\$138.00
24	\$240.00	\$192.00	\$168.00	\$144.00
25	\$250.00	\$200.00	\$175.00	\$150.00
26	\$260.00	\$208.00	\$182.00	\$156.00
27	\$270.00	\$216.00	\$189.00	\$162.00
28	\$280.00	\$224.00	\$196.00	\$168.00
29	\$290.00	\$232.00	\$203.00	\$174.00
30	\$300.00	\$240.00	\$210.00	\$180.00
31	\$310.00	\$248.00	\$217.00	\$186.00
32	\$320.00	\$256.00	\$224.00	\$192.00
33	\$330.00	\$264.00	\$231.00	\$198.00
34	\$340.00	\$272.00	\$238.00	\$204.00
35	\$350.00	\$280.00	\$245.00	\$210.00

**Boat Owner Information**

Please print and complete all sections:

#	Owner Name	Address	Account #	Email	Phone	Authorized Family Users
1						
2						
3						
4						
5						
6						

**Owner Name:** List Managing Owner first. List all Owners whether according to the title, partnership or other agreement.

**Address:** List your primary residence.

**Account Number:** Owners must have an account number.

**Email;** If none, or if you do not wish to receive email from us, simply state “none”.

**Authorized Family:** Names of other family members who have your permission to use the boat without you present.

**Alternate Address:** If you spend part of the year at another address, write it here.

**Alternate Phone:** Phone number at your alternate address, or cell phone

Owner, or at least one of the Owners if there are multiple owners, must be a member in good standing of the Association in order to be eligible for boat storage. If a boat has multiple owners – whether according to the title or a partnership or other agreement with the title owner – they must designate one as the Managing Owner for communications purposes. All Owners shall be jointly and severally liable for storage and marina services. The names, addresses, marinas account numbers and phone numbers of all Owners must be included on the attached form in order for their relationship to be recognized by the Association. Recurring monthly storage charges will be charged to the Managing Owner’s account. It will be the Managing Owner’s responsibility to collect any reimbursement from the other Owners. The Association will view the Managing Owner as the authoritative representative for the boat relative to slip/rack and capital assessment matters related to the Agreement.

**River Oaks Ga. Condominium Association, Inc.**, a Georgia corporation (hereafter referred to as the “Association”) and the boat owner or owners named herein (hereafter referred to as “Boat Slip Lessee”) enter this Agreement for purposes of leasing a boat slip for boat storage (“Designated Boat Slip”) as follows:

**1. Membership.**

- A. Member in Good Standing.** Boat Slip Lessee, or at least one of the Boat Slip Lessees if there are multiple Boat Slip Lessees, must be a member in good standing with Association in order to be eligible for boat storage and marina services other than daily rate service.
- B. Managing Boat Slip Lessee.** If a boat has multiple Boat Slip Lessees – whether according to the title or a partnership or other agreement with the title owner of the Boat – they must designate one as the Managing Boat Slip Lessee for communications purposes. All Boat Slip Lessees shall be jointly and severally liable for storage and marina services. The names, addresses and phone numbers of all Boat Slip Lessees must be included in this Lease in order for their relationship to be recognized by Association. Recurring storage charges will be charged to the Managing Boat Slip Lessee. It will be the Managing Boat Slip Lessee’s responsibility to collect any reimbursement from the other Boat Slip Lessees. The Association will view the Managing Boat Slip Lessee as the authoritative representative for the boat relative to slip and capital assessment matters related to the Agreement.

**2. Term of Agreement.**

- A. Initial Term.** The term of this Agreement shall commence on the date this Lease is fully executed and terminate (a) twelve (12) months from the date thereof, or (b) the date of sale of the Unit associated with the Designated Boat Slip, whichever first occurs.
- B. First Refusal to Renew.** At the end of each twelve (12) month lease term, the Boat Slip Lessee for the Designated Boat Slip shall have a right of first refusal to re-lease said Designated Boat Slip on such terms and conditions as Association may determine.
- C. Right to Deny Renewal.** Notwithstanding the right of first refusal contained herein, the Association may decline to lease a Designated Boat Slip to a Boat Slip Lessee who is in default or has demonstrated a pattern of being delinquent on payment of rentals on the lease of a Designated Boat Slip or other assessment of any kind owed to Association, or who has demonstrated a pattern of violating the Association Rules and Regulations.

### 3. **Payment.**

**A. Payment Plan.** Boat Slip Lessee shall pay the agreed sum for the plan and boat size selected above.

**B. Security Deposit.** In addition to payment as provided above, Boat Slip Lessee shall pay a security deposit equal to one month's storage, which security deposit shall bear no interest and which security deposit shall be increased as necessary in any renewal term so that it equals one month's storage according to the then current rates. This security deposit, less any amount remaining due and owing shall be returned to Boat Slip Lessee within 30 days after the termination of this Agreement.

### 4. **Delinquency and Collection.**

**A. Collection.** Boat Slip Lessee shall make all payments as provided in section 3 and all capital assessment payments together with all additional fees and charges incurred and billed on Boat Slip Lessee's account(s) in a timely manner as provided herein, and all such charges not paid on or before the due date shall be deemed delinquent. Boat Slip Lessee hereby acknowledges and accepts the Association's legal rights for collection of unpaid storage, including, but not limited to, lien rights in the boat and the Unit, judicial sale, disposal of abandoned boats, all rights and remedies for collection of assessments contained in the Condominium Declaration for the Association, and all other remedies allowed pursuant to Georgia and federal law. No boat on which there are past due monies owed will be released. All accounts must be paid in full at the termination of this Agreement.

**B. Finance Charges and Expenses.** Finance charges of 20% per annum on the outstanding balance will be automatically added to any account over 30 days past due. In the event that legal action is necessary to collect any delinquency under this Agreement, Boat Slip Lessee shall be obligated to pay all costs of collection, including reasonable attorneys fees, together with any unpaid principal, interest and late fees due.

**C. No Waiver.** Failure or forbearance of Association to exercise any right or remedy pursuant to this Agreement or law shall not operate as a waiver of such right and remedy.

### 5. **Insurance, Registration (Documentation) and Proof of Title.**

**A. \$300,000 Liability Insurance.** Boat Slip Lessee agrees to maintain liability insurance of at least \$300,000 during the term of this Agreement. Boat Slip

Lessee will provide proof of insurance before the boat can go into the water or into storage, a copy of which will be included with the vessel file. Association reserves the right to require Boat Slip Lessee from time to time to produce proof of continuing coverage and should such proof not be forthcoming this Agreement may be terminated.

**B. Registration.** Boat Slip Lessee must provide a proof of registration, or documentation, a copy of which will be kept on file. If registered, a Boat Slip Lessee must comply with the registration renewal requirements of the State of Georgia.

**6. Regulation of the Association Marina and Severe Weather Guidelines.**

**A. Rules and Regulations.** Boat Slip Lessee acknowledges receiving a copy of the Association Rules and Regulations which are made a part of this Agreement. Boat Slip Lessee agrees that such regulations and guidelines may be changed from time to time and are effective and binding upon the Boat Slip Lessee and guests of the Boat Slip Lessee. Such regulations and changes will be approved by the Board of the Association.

**B. Severe Weather Guidelines.** In addition, all boats at must be registered, identified, marked, equipped and maintained as seaworthy as required by law or the Association Rules and Regulations. All boats shall be required to be capable of moving from their water berth under their own power with steerage and proper navigation lights operating. All vessels shall be maintained in a clean appearance, above and below the waterline. Boat Slip Lessee agrees that Association or its agents will have the right to board all boats and test and/or inspect any boat to determine if these requirements are being observed.

**7. Risk Assumption and Boat Slip Lessee Responsibility.**

**A. Risk Assumption.** Use of the marina and other facilities are at the sole risk of the user. The Association does not provide security for a vessel or any equipment left on a vessel. Since it is physically impossible to lock up the facility or secure the perimeters of the marina, Boat Slip Lessee is advised to secure any equipment on board their vessel under lock and key before leaving the docked vessel.

**B. Boat Slip Lessee Responsibility.** Boat Slip Lessee shall be responsible for the care or protection of the boat, gear, equipment and/or contents and for the loss or damage to the boat, gear, equipment or contents, except for such damage caused by the negligent acts of Association, its agents or employees. Boat Slip Lessee shall be liable for damage for underwater gear including, but not limited to, fathometers, trim tabs, props, shafts and struts which are not visible to the Association or its agents. Damage to antennas, mounts or outriggers left in the upright position or to convertible tops left deployed shall be the responsibility of the Boat Slip Lessee. Boat Slip Lessee shall also be responsible for seeing that

drain plugs are properly installed prior to launching. Boat Slip Lessee shall be financially responsible for any damage to the docks, floats or equipment of the marina.

**C. No Association Responsibility.** Boat Slip Lessee acknowledges and agrees that the Association does not maintain on-site management and supervision of the marina, and shall not be responsible for any damage to the boat or for personal injury to the Boat Slip Lessee or his agents, employees or guests resulting from the use of the docks, floats or other marina property. Boat Slip Lessee is responsible at all times for the safety of his boat but in the absence of the Boat Slip Lessee, the Association or its agent is authorized, but not obliged, to take any and all measures they may deem necessary to safeguard the boat, and/or prevent its sinking, including the removal of the boat to a more protected harbor. Any costs of such actions will be borne by the Boat Slip Lessee. Association assumes no obligation to move a boat or take other actions in the event of dangerous weather or other conditions.

8. **Use of Vacant Slip.** During the temporary absence of a boat, the Association shall have the right to use the vacant slip at its discretion and without credit to the Boat Slip Lessee. Any vessel mooring in this space may do so only with permission from Association. Boat Slip Lessee agrees that in the event Boat Slip Lessee plans to vacate his footage for at least a month, Boat Slip Lessee will notify Association in writing so that a boat may be assigned during such absence.
9. **Assignment of Space.** Boat Slip Lessee acknowledges that neither this Agreement nor the assignment of a space entitles the Boat Slip Lessee to use a specific space. This Agreement entitles the Boat Slip Lessee only to a space of proper size for the boat. Space assignments may be re-assigned, from time to time, and the Association has the right to unilaterally amend this Agreement to reflect said re-assignment.
10. **Assignment.** It is agreed and understood that this Agreement is not assignable and the Boat Slip Lessee may not sublet the space under any conditions. In the event that the Boat Slip Lessee does not intend to utilize the Boat Slip, it may notify the Association that it desires to terminate this Agreement, and, at such time as the Association obtains a replacement Boat Slip Lessee, the Association may terminate this Agreement.
11. **Use of outside Marine Vendors/Contractors.** Boat Slip Lessee may engage outside marine vendors to work on their vessel but prior to commencing work the vendor must show the Association certain certifications and proofs of insurance. Vendors must contact the Association or its agent prior to commencing work on a vessel to ensure proper certificates and proofs of insurance are in order. The Association reserves the right to refuse any and all vendors without current and proper documentation.
12. **Paragraph Headings.** Paragraph headings used in this Agreement are placed there for help to the parties in locating particular information. They are not to be considered legal or binding, or a limit on the information within the paragraph.

- 13. Severe weather “hold harmless” clause.** Notwithstanding and surviving any other provisions of this Agreement, Boat Slip Lessee agrees to hold harmless the Association and its directors, officers, members and employees, or Ogeechee River Landings, LLC, its managers, members, agents or employees for accidental damage occurring during, or resulting from, actions taken while conducting storm preparation and/or salvage operations. Emergency storm preparations and salvage operations include any activity which the Association or its agents deem necessary to protect persons from injury or property from damage.
- 14. Additional “hold harmless” clause.** Boat Slip Lessee agrees that neither the Association, its directors, officers, members, agents or employees, or Ogeechee River Landings, LLC, its managers, members, agents or employees shall have any duty or obligation to any Boat Slip Lessee leasing a Designated Boat Slip for: (1) checking lines or mooring adequacy; (2) observing for flotation status or sinking; (3) protection, mooring, rescue, retrieval or salvage of boats; (4) prevention of fire, theft, or vandalism; (5) observing or reporting weather or tidal conditions; (6) falling or floating debris or other objects; (7) control of vehicle, pedestrian or vessel traffic on or around the dock; (8) interruption of electrical or water service; and/or (9) acts of God or civil insurrection. Boat Slip Lessee agrees that Association or Ogeechee River Landings, LLC shall not be responsible or liable for damage to the boat, its contents or any property or equipment on or pertaining to it. Boat Slip Lessee agrees to indemnify, save, defend and hold harmless the Association, its directors, officers, agents, servants or employees, or Ogeechee River Landings, LLC, its managers, members, agents or employees from and against any claims, demands or suits of any kind if nature arising out of or related to the storage of the boat, including, without any limitation and by way of example only, the following: (1) any claims by anyone asserting an interest in the boat or its contents; (2) any claims for damages (including personal injury or death) related to the operation or mooring of the boat; or (3) claims of damage, loss or injury by anyone invited (for any business or personal reason) to the boat whether sustained or incurred on the boat or dock coming to/from the boat. This provision shall further extend to and include any and all litigation expense and costs of defense of any such claims, demands or suits, including attorneys fees actually incurred by the Association or Ogeechee River Landings, LLC in defense of any such matters.
- 15. Additional Remedies for Default.** In addition to all rights and remedies specifically contained herein, in the event that the Boat Slip Lessee defaults with respect to any duty or obligation contained in this Lease or in the Rules and Regulations, the Association shall have all rights and remedies contained in the Condominium Declaration for the Association, and all rights and remedies available at law or in equity, including the right to terminate this Lease by written notice to the Boat Slip Lessee. The Boat Slip Lessee shall reimburse the Association for any costs and expenses incurred in enforcing the terms of this Lease or addressing defaults hereunder, including reasonable attorneys fees, court costs and other legal expenses.

I have read and understood the attached Boat Slip Lease Agreement, including the payment options, together with the attached Rules and Regulations and Hurricane Guidelines and agree to its provisions. Multiple Owners, whether named on the title or holding an ownership or partnership interest of any kind, agree to be bound jointly and severally to the complete terms of this Agreement.

**BOAT SLIP LESSEES:**

_____ Print Full Name	_____ Signature	_____ Date
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_____ Print Full Name	_____ Signature	_____ Date
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_____ Print Full Name	_____ Signature	_____ Date
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_____ Print Full Name	_____ Signature	_____ Date
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_____ Print Full Name	_____ Signature	_____ Date
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_____ Print Full Name	_____ Signature	_____ Date
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**ASSOCIATION:**

**River Oaks Ga. Condominium Association, Inc.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**DOCKMASTER INFORMATION**

Mike Smith  
103 River Oaks Drive  
Home Phone: 912-727-3223  
Cell Phone: 912-313-5898  
Email: [bcfd601@coastalnow.net](mailto:bcfd601@coastalnow.net)

Please contact Mike Smith for information regarding leasing or payment of a slip. The Dock Master will help enforce all rules and regulations. He will also assign boat parking areas on order of lease signup, boat length, boat type and best use of the facilities.

Payments should be made out to River Oaks Georgia Condominium Association.

Payments, lease agreement and required documents can be submitted to Mike Smith.

**COMMUNITY DOCK RULES AND REGULATIONS  
RIVER OAKS GA. CONDOMINIUM ASSOCIATION, INC.**

All boaters mooring a vessel in River Oaks Ga. Condominium Association, Inc. (the "Association") community Dock (the "Dock") shall adhere to the following Rules and Regulations (the "R&Rs"). The R&Rs help to ensure that the Dock is kept clean and environmentally friendly. Thanks for doing your part.

1. All boats will be cleaned with biodegradable cleaners, used sparingly. Water and elbow grease are always the preferred method for keeping boats clean.
2. All sanding material should be captured within the boat and disposed of in a Dock waste can. Sanding outside the boat should be done with a vacuum sander to capture the sanding material.
3. Fluids should be disposed of in a legal and environmentally safe manner. Do not pour gas or oil onto the ground or into the river.
4. If fuel or other chemicals are spilled, do NOT use any chemical dispersant or spray any detergent at the spill. Chemical dispersants are not legal in the river and detergents simply take the fuel to the bottom where it contaminates the river bottom floor. The boat owner must report any significant spills to the appropriate authorities. While reporting a spill rarely results in a fine or other action, not reporting can result in significant fines for the boat owner.
5. There can be no spray painting at the Dock without properly tenting the vessel.
6. Oil filters can be disposed of in the garbage if they are drained and double bagged in plastic bags.
7. Owners shall refrain from any noxious or offensive activity in the Dock area.
8. Owners shall make no alterations or additions to their Designated Boat Slip without prior written consent from the Association.
9. All vessels must be maintained in seaworthy condition at all times.
10. No unpainted, exposed plywood or building paper surfaces will be permitted on any vessel.
11. Only marine-grade windows and materials shall be permitted in vessels stored in a Designated Boat Slip.
12. Vessels damaged through collision, storm, fire or other accident shall be removed within ten (10) days after the occurrence of such damage.
13. All dinghies will be stored on boats and no dinghies may be stored on the Dock at any time.

14. All engines and boats shall be maintained in sufficiently good operating condition to maintain discharge of smoke at minimal levels.
15. The operation of auxiliary generators is prohibited between the hours of 9:00 P.M. and 8:00 A.M.
16. All Owners shall carry comprehensive and public liability insurance in the amount required by the Boat Slip Lease Agreement.
17. No charcoal grills or open flame devices are allowed on the Dock.
18. Owners shall be held responsible for their children and guests and for their own actions while on the Dock, on boats or elsewhere. Unruly guests may be asked to leave.
19. No welding will be permitted on vessels stored in a Designated Boat Slip.
20. Any and all repairmen, outside contractors or others working on an Owner's behalf shall be governed by all applicable provisions of these R&Rs. The Owner shall be responsible for the failure of its agents to comply with these R&Rs.
21. Main boat engines shall be promptly shut down when a vessel is secured in a Designated Boat Slip. Engines shall not be operated for more than fifteen (15) minutes prior to departing from the Dock.
22. The playing of music, television or other sound-generating equipment shall be limited to normal conversational levels on the Dock.
23. All lights used aboard boats and visible outside the vessel shall be of moderate intensity and shall be focused in such a fashion as to prevent appreciable glare. The use of spotlights is prohibited except for periods not to exceed five (5) minutes while berthing at night. No spotlight shall be directed into another vessel or at buildings on shore.
24. No party or group gatherings consisting of more than ten (10) persons shall be allowed on the Dock without the prior written consent of the Association, in its sole discretion. Said consent may be conditioned on availability, time limitations, size of group, the provision of liability insurance or other conditions.
25. The following Docking limitations apply only to portions of the Dock reserved for community Docking space:
  - A. No boats or vessels in excess of thirty-five (35') feet in total length may be docked without the written consent of the Association, in its sole

discretion. Such consent may be conditioned on safety issues, the capacity of the Dock, Dock space availability, and time restrictions.

- B. Dock space on community Docking space shall be available only to Owners and their guests for a continuous period not to exceed two (2) nights, or for more than ten (10) days per calendar month.
  - C. Community Dock space shall be available on a first come, first served basis, with no guarantee of available space.
  - D. The Association may, in its sole discretion, reserve Dock space for parties or groups, provided that said reservations shall not interfere with the use of Designated Boat Slips.
  - E. The Association may, in its sole discretion, reserve loading and unloading zones on community Docking space.
26. Crab traps are only allowed to be tied to empty slip cleats and must conform to all state regulations, including marked with a fluorescent green or lime green float bearing the owner's name and address in one-inch letters. Crab traps must be checked daily and cannot be left for extended periods of time. The Dock Master has the right to move or remove traps as deemed necessary for boat parking.
27. Children must wear life jackets in accordance with all local, state and federal laws while on the dock or moored boat.
28. Personal property not securely affixed to the boat should be removed by the Owner for safekeeping. The owner is responsible for items of personal property left on the boat.
29. Swimming, including jumping and diving, is not permitted from the dock, dock gazebo, river bulkhead or docked vessels.
30. All owners, guests and visitors must comply with all applicable laws, ordinances, Nautical Rules of the Road, and other rules and regulations in the operation of your vessel when in the vicinity of, or at the Marina including, but not limited to, those issued by the U.S. Coast Guard, U.S.E.P.A., State of Georgia, Bryan County, and City of Richmond Hill.