

**KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.**

**BOAT SLIP LICENSE**

This License Agreement ("License") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Key Largo Ocean Resort Condominium Association, Inc. ("Licensor"), having its principal office at 94825 Overseas Highway, Key Largo, Florida 33037, and \_\_\_\_\_ the owner of Unit \_\_\_\_\_ ("Unit") in Key Largo Ocean Resort Condominium ("Condominium") located at \_\_\_\_\_ Overseas Highway, Key Largo, Florida 33037 ("Licensee").

Licensor hereby licenses to Licensee the use of that certain portion of Licensor's boat dockage facilities (the "Marina") known as slip # \_\_\_\_ (the "Slip"), an open berth, for the dockage of Licensee's boat (the "Vessel"), subject to the terms and conditions set forth herein:

**LICENSEE ACKNOWLEDGES AND AGREES THAT THE SLIP MAY ONLY BE USED BY LICENSEE PURSUANT TO THE REQUIREMENTS OF MONROE COUNTY AS PROVIDED IN PLANNING COMMISSION RESOLUTION NO. P35-07, RECORDED SEPTEMBER 15, 2008, IN OFFICIAL RECORDS BOOK 2379, AT PAGE 2178, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA. FAILURE OF LICENSEE TO COMPLY WITH THIS REQUIREMENT SHALL BE IMMEDIATE GROUNDS FOR TERMINATION OF THIS LICENSE BY LICENSOR.**

**SECTION ONE  
DESCRIPTION OF VESSEL**

Name of Vessel: \_\_\_\_\_

Registration#: \_\_\_\_\_

Make, Model and Manufacturer of Vessel: \_\_\_\_\_

Powered by: \_\_\_\_\_

Length: \_\_\_\_\_ feet    Beam: \_\_\_\_\_ feet    Draft: \_\_\_\_\_ feet

Length overall: \_\_\_\_\_

Wet weight of Vessel: \_\_\_\_\_

Specify all items contained in the Vessel utilizing electricity, including but not limited to air conditioning, lights, refrigerator, stove, chemical toilet, automatic bilge pumps, etc: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home e-mail: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business e-mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Insurer: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Policy #: \_\_\_\_\_ Agent's Phone: \_\_\_\_\_

## SECTION TWO TERM

The term of this License ("Term") shall commence on \_\_\_\_\_, 20\_\_\_\_, (the "Commencement Date") and shall expire on the earlier of (a) the date which is twelve (12) months thereafter; or (b) the date that Licensee sells its Unit; provided, however, that so long as Licensee complies with the terms of this License and Licensor's rules and regulations governing use of the Marina and the Slip, Licensee shall have the right to renew this License for successive one (1)-year terms by delivering written notice of same to Licensor thirty (30) days prior to the current expiration of the Term. Prior to the Commencement Date, and within thirty (30) days following any expiration thereof, Licensee shall provide Licensor with a copy of the Vessel's registration. Notwithstanding the foregoing, this License shall terminate upon the first day of the month following the sale of the Vessel by Licensee and Licensee's providing Licensor with notarized proof thereof; provided, however, that if at the time of such sale Licensee shall be under contract to purchase a replacement boat ("Replacement Vessel") for which Licensee desires to license the use of the Slip, Licensee shall so notify Licensor and Licensee shall execute a new license agreement for the Replacement Vessel. The Term of the new agreement for the Replacement Vessel shall be equal to the balance of the Term of this License. Licensor shall cause the removal of the Vessel from the Slip upon the expiration or earlier termination of the Term so that the Slip is returned to Licensor in the same condition as at the Commencement Date, ordinary wear and tear excepted. Notwithstanding anything in this License to the contrary, in the event the Licensee should fail to take possession of the Slip by failing to dock its Vessel in the Slip within three (3) months from the date of execution of this License, this License shall automatically terminate without further notice or action by the parties and shall be deemed null and void and neither party hereto shall have any further liability to the other.

## SECTION THREE LICENSE FEE

For the use of the Slip as provided herein, Licensee shall pay Licensor the sum of \$\_\_\_\_\_ per ~~month-year~~ plus any applicable taxes without any deduction or set off ("Fee"), payable to the Licensor, ~~in advance as provided herein~~, at the office of Licensor. ~~A payment equal to fifty percent (50%) of the Fee shall be due and payable concurrently with the execution of this License by Licensee, and the balance shall be due on or before the first (1<sup>st</sup>) day of the sixth (6<sup>th</sup>) full calendar month of the Term, commencing on \_\_\_\_\_ and thereafter on or before the first of each month. If the Commencement Date is not the first day of a month, the monthly Fee for the first and last month of the Term shall be prorated accordingly.~~ If Licensee fails to make any payment of the Fee or any other amount to be paid by Licensee hereunder on or before the fifteenth (15<sup>th</sup>) day after such payment is due and payable, Licensee shall pay to Licensor an administrative late charge equal to \$25.00. In addition, such past due payment shall bear interest at the maximum interest rate then allowable under the law of the State of Florida from the date such payment became due to the date of payment thereof by Licensee. Such late charge and interest shall be due and payable with the next installment of the Fee due hereunder. Licensee further acknowledges that late payment of assessments, including special assessments, for the Unit shall similarly constitute a default under this License.

## SECTION FOUR SECURITY DEPOSIT

Prior to the Commencement Date, Licensee shall deposit with the Licensor a non-interest bearing security deposit in the amount of \$500.00. Licensor may apply the security deposit to any obligation of the Licensee's faithful performance of this License, including, without limitation, any damage to the Marina or other vessels moored at the Marina caused by Licensee, its employees, agents, guests or invitees. Licensee shall immediately pay over to Licensor any additional amounts for such obligations which exceed the security deposit called for herein. If Licensor utilizes the security deposit, Licensee shall restore the deposit to the amount called for hereunder within three (3) days of written request by Licensor. Licensor may commingle the security deposit with other funds.

**SECTION FIVE  
UTILITIES**

~~Licensee shall reimburse Licensor, on the first day of each month, the following amounts for Licensee's use of electricity and other utilities at the Marina (as such amounts may be increased from time to time based on increases in amounts charged to Licensor for the cost of utilities): [CLIENT TO CONFIRM]~~

<u>Type of Vessel</u>	<u>Amount</u>
<del>Vessel with no external power</del>	<del>\$10.00</del>
<del>Vessel with external power (up to 30 amps)</del>	<del>\$15.00</del>
<del>Vessel with external power (31-50 amps)</del>	<del>\$30.00</del>
<del>Vessel with external power (more than 50 amps)</del>	<del>\$50.00</del>

Basic charges for water and electrical service shall be included in the Fee. In the event Licensor determines, in its reasonable discretion, that Licensee's use of the utilities provided exceeds customary amounts, Licensor shall have the right to charge Licensee for such excessive use. Licensor shall not be liable to Licensee for damages or otherwise if utilities are interrupted or terminated because of construction, repairs, installations or improvements or any cause beyond Licensor's reasonable control, nor shall any interruption or termination relieve Licensee of the performance of any of its obligations hereunder or be construed as a termination of Licensee's right to use the Slip.

**SECTION SIX  
DOCKAGE OF VESSEL**

Prior to the Commencement Date, the Licensor has the right to engage a licensed consultant of its choice to determine whether the Vessel can be properly accommodated in the Slip and to determine the proper fitment of the Slip, including whether the Vessel must be docked bow-in or stern-in. The Licensee shall be responsible for all fees of the consultant. If the consultant determines that the Slip cannot properly accommodate the Licensee's Vessel, this License shall be terminated. The failure of the Licensee to dock his Vessel at all times in accordance with the consultant's recommendations shall be a default of this License and entitle the Licensor to terminate this License.

**SECTION SEVEN  
LICENSEE'S LIABILITY AND INDEMNIFICATION OF LICENSOR**

Licensee covenants to exercise due care in occupation of the Slip and to vacate the same in good condition excepting wear and tear occasioned by normal use only. Licensee shall indemnify Licensor, its members, officers, directors, agents and employees against all claims, actions, proceedings, damages and liability, including attorneys' fees at all trial and appellate levels, arising from or connected with Licensee's possession and use of the Slip and/or the possession and use of the Slip by any party claiming by or through Licensee. Licensee agrees to maintain possession, custody and control of the Vessel and to maintain the Vessel in good condition and to keep the Vessel properly secured in a manner which will not damage the Licensor's property or other vessels. Licensee shall reimburse the Licensor and other owners of vessels and users of the Marina for any damages incurred due to the Licensee's failure to properly operate, maintain and/or secure the Vessel. The provisions of this Section shall survive the termination of this License.

**SECTION EIGHT**

## LIMITATION OF LICENSOR'S LIABILITY

The Slip is licensed in "as is" condition. Licensee acknowledges that it has inspected the Slip and has satisfied itself that the Slip is adequate for safe mooring of its Vessel. This License is not a bailment on the Licensee's Vessel but a licensed berthing space, and Licensor shall have no liability with regard to Licensee's Vessel. Licensor shall not have any obligation to notify Licensee of any dangerous conditions requiring the attention of Licensee.

## SECTION NINE INSURANCE AND OWNERSHIP

Throughout the Term, Licensee shall obtain and maintain, at Licensee's sole cost, comprehensive general public liability insurance, inclusive of fuel and other spill liability coverage, in a company licensed to do business in the State of Florida. Said insurance shall be in minimum amount of \$\_\_\_\_\_.00 combined single limit for injury to any number of persons in a single occurrence and for damage to property and shall name Licensor as an additional insured thereunder. The limit of said insurance shall not, however, limit the liability of Licensee hereunder. Licensee shall furnish to Licensor evidence of such insurance upon the Commencement Date and otherwise at Licensor's request. Each such policy shall contain an endorsement prohibiting cancellation or reduction of coverage without first giving Licensor thirty (30) days prior written notice of such proposed action.

## SECTION TEN MAINTENANCE OR RECONSTRUCTION OF MARINA

Licensor may perform necessary maintenance on the Marina or any portion thereof at the sole discretion of the Licensor. Licensee hereby acknowledges that Licensor has the sole and exclusive right to take such action. If the Marina is totally or partially damaged from any cause so as to render the Slip totally or partially inaccessible or unusable, Licensor shall have the option of (a) diligently repairing and restoring the Marina to substantially the same condition it was prior to such damage or (b) terminating this License. If this License is not terminated pursuant to this Section, then the Fee shall be abated during the repair and restoration of the Marina. If such repairs and restorations are with respect to any damage which was caused by the action or inaction of Licensee, Licensee shall pay to Licensor the amount by which the repair costs exceed the insurance proceeds, if any, received by Licensor on account of such damage.

## SECTION ELEVEN ASSIGNMENT

Licensee shall not have the right to assign or sublicense this License. No vessel other than Licensee's Vessel ~~(or a vessel owned by an approved tenant of Licensee)~~ may be docked in the Slip without the prior written consent of the Licensor, which consent may be withheld in Licensor's sole and absolute discretion. If Licensee leases its Unit, Licensee shall not permit its tenant to use the Slip; and Licensee shall reserve its right to use the Slip in any such lease. If Licensee sells its Unit, this License shall terminate immediately and Licensee shall vacate the Slip within ten (10) days of the sale of its Unit. If the Unit is transferred by inheritance or will, or if an owner of the Unit who is not the Licensee hereunder retains the Unit following the death of the Licensee due to a joint tenancy with right of survivorship (each of the foregoing being a "Permitted Transferee"), the Permitted Transferee shall have the right to continue to use the Slip provided the Permitted Transferee signs a new license agreement with Licensor. The Term of the new agreement shall be equal to the balance of the Term of this License.

## SECTION TWELVE LICENSEE'S INTEREST IN THE SLIP

Licensee, by accepting this License, does hereby agree that no claim, title or interest to said Slip hereinbefore described shall be made by reason of the occupancy or use thereof and that all title and interest to said Slip hereinbefore described shall belong to the Licensor.

**SECTION THIRTEEN  
USE OF SLIP**

No authority, right and/or permission is given by this License for the use of the Slip or the surrounding Marina space for any purpose other than as is herein specified, nor to permit the same or any part thereof to be used for any purpose or business other than as is herein specified, nor to permit or suffer any nuisances or illegal operations of any kind in the Slip or the surrounding Marina space. Use of the Slip is at the sole risk of the Licensee. Licensor shall not be liable for any damage to or loss of Licensee's Vessel or any other property belonging to or in the possession of Licensee, its employees, agents, guests or invitees arising from any cause whatsoever. It is covenanted and agreed to by the parties hereto that Licensor shall not be liable for any loss, damage or injury to the Licensee, its guests, invitees, agents, or employees in connection with the use of the Slip or the surrounding Marina space. With the exception of minor repairs and adjustments as may be necessary to operate Licensee's Vessel, there shall be no repairs or maintenance to Licensee's Vessel on or in the vicinity of the Slip or the surrounding Marina space. Licensee's Vessel shall be in good repair and seaworthy at all times that it is docked at the Slip. Licensor shall in no event be liable for the care or protection of the Vessel. Licensee agrees to indemnify and hold Licensor, its officers, directors, agents, employees and members harmless from and against any and all claims relating to the Vessel and/or the use of the Slip and Marina by Licensee or any of its employees, agents, guests or invitees. The provisions of this Section shall survive the termination of this License.

**SECTION FOURTEEN  
TROPICAL STORMS AND HURRICANES**

In the event of an impending tropical storm or hurricane or tropical storm or hurricane watch or warning as established by the National Weather Service, Licensee continues to have a duty to take all reasonable precautions to protect the Marina and Licensor's property from harm in the face of the tropical storm or hurricane threat, including the duty to properly moor the Vessel, the duty to remove loose objects from the deck of the Vessel, and the duty to properly tie down anything that cannot be removed from the deck of Licensee's Vessel and/or which may cause damage to Licensor's property, other vessels, other property and/or result in injury to third parties. In the event Licensee maintains its Vessel in the Slip during an impending hurricane or tropical storm, Licensee assumes full responsibility for any and all damage to its own Vessel as well as the Marina, surrounding Vessels and the property of Licensor and third parties extending beyond the Marina that is caused by Licensee's Vessel and/or any of the Vessel's contents. Without limiting the provisions of Section Thirteen of this License, Licensee specifically acknowledges that Licensor shall not be responsible for bodily injury to Licensee or its guests, invitees, agents or employees or for any damages to Licensee's Vessel or any personal property stored thereon caused by the impact of any debris, objects or other property of the Association or third parties occurring as a result of inclement weather conditions.

**SECTION FIFTEEN  
WAIVER**

No failure, or successive failures, on the part of Licensor to enforce any provision, nor any waiver or successive waivers on Licensor's part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of Licensor to enforce the same upon any renewal thereof or an event of subsequent breach by Licensee of the terms of this License.

**SECTION SIXTEEN  
RULES AND REGULATIONS**

Licensee shall comply with all provisions of Licensor's rules for use of the Marina. A copy of the Licensor's current rules for use of the Marina are attached hereto and incorporated herein as Exhibit "A". The current rules may be amended from time to time by Licensor.

**SECTION SEVENTEEN  
MARITIME LIEN**

Licensor shall have a maritime lien against the Vessel, its appurtenances and contents for unpaid sums due for the use of the Slip and for damage caused or contributed to by the Licensee's Vessel, its operator, Licensee or Licensee's agents, guests, invitees or employees, as to any slips, the surrounding Marina or to Licensor's property, both personal and real, or to any other person or vessel at the Marina and/or in or on the Condominium.

**SECTION EIGHTEEN  
NO LIVE-ABOARDS**

It is expressly understood and agreed that Licensee shall not permit the Vessel to be used as a "live-aboard" as the term is commonly used in the marine community or marine industry or by any governmental authority having jurisdiction over such matters. The term "live-aboard" may refer to either the type of vessel or the use of any vessel irrespective of type, which, in the sole discretion of Licensor, is being used, or may be used, as a place of residence.

**SECTION NINETEEN  
ENVIRONMENTAL REGULATIONS**

Licensee shall at all times be responsible for the safety of the Vessel and for maintaining the Marina area adjacent to the Slip in a clean and orderly fashion. All trash shall be properly discarded. Licensee agrees that taking on, removing and/or disposing of petroleum products, including, but not limited to, oil and fuel, batteries, sewage and bilge liquids, from the Vessel by Licensee or service personnel or other parties shall be performed in accordance with current governmental regulations, and Licensee shall be responsible for such actions. Without limiting the generality of Section Thirteen, Licensee shall indemnify and hold Licensor, its directors, officers, agents, employees and members harmless from and against any environmental damages resulting from the acts or omissions of Licensee or its agents, employees, guests or invitees. The provisions of this Section shall survive the termination of this License.

**SECTION TWENTY  
IMPROVEMENTS**

Licensee shall be prohibited from making any alterations, additions or improvements in or to any portion of the Slip or Marina.

**SECTION TWENTY-ONE  
NO LIENS CREATED BY LICENSEE**

Licensee shall not allow the Slip or Marina to become subject to any security interest, lien, charge or encumbrance whatsoever.

**SECTION TWENTY-TWO  
ATTORNEYS' FEES**

In the event that any dispute arises regarding the enforcement or interpretation of this License, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses of any judicial action, including reasonable attorneys' fees at all trial and appellate levels.

**SECTION TWENTY-THREE  
SEVERABILITY CLAUSE**

In case any provision or part of this License shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such item nor the validity of any other term of this License shall be in any way affected thereby, and this License shall be enforced in its present form or as may be modified by a court of competent jurisdiction.

**SECTION TWENTY-FOUR  
FORUM AND VENUE SELECTION**

This License shall be governed by, and construed in accordance with, the laws of the State of Florida (without giving effect to principles of conflict of laws), and the venue for any legal proceedings arising under or related to this License shall be in Monroe County, Florida.

**SECTION TWENTY-FIVE  
REQUIREMENTS OF LAW**

Licensee shall comply with all the laws, orders, ordinances and regulations ("Laws") of all governmental authorities having jurisdiction over the Condominium, including the Marina and the Slip, and shall not use the Slip or Marina in violation of any Laws. Licensee shall not bring or permit to be brought or kept in or on the Marina or Slip any inflammable, combustible or explosive fluids, material, chemicals or substances, nor shall Licensee permit any unusual or objectionable odors or noises to permeate from the Slip or do or permit any act thereon which might subject Licensor to any liability or responsibility for injury to any person or damage to any property by reason of any activities being carried on in the Slip or Licensee's Vessel.

**SECTION TWENTY-SIX  
LICENSES AND PERMITS**

Licensee warrants and represents to Licensor that it shall obtain at its sole cost and expense any necessary licenses, permits and/or approvals from all governing authorities in connection with the use of the Slip and the Licensee's Vessel. Licensee shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representation set forth herein, including but not limited to any attorneys' fees or other expenses such as court costs or administrative fines and penalties incurred by Licensor in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this Section shall survive the termination of this License.

**SECTION TWENTY-SEVEN  
PRONOUNS; BINDING EFFECT**

Whenever a neutral singular pronoun refers to Licensee, same shall be deemed to refer to Licensee if Licensee shall be a corporation, a partnership, any other entity, an individual, or two or more persons. All pronouns and words in this License shall be read in the appropriate gender; the masculine and feminine shall be interpreted interchangeably, as the circumstances may require. The provisions of this License shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION TWENTY-EIGHT  
RECORDING**

Licensee shall not record this License or a memorandum thereof in the public records.

**SECTION TWENTY-NINE  
DEFAULT**

Any breach or default of the terms, conditions, stipulations, provisions, obligations and/or covenants of this License by Licensee or by Licensee's employees, agents, guests or invitees shall constitute a material breach of this License. In the event of any such breach or default by Licensee or Licensee's employees, agents, guests or invitees (other than Licensee's failure to pay the Fee), then, at Licensor's sole election and without notice thereof to Licensee, Licensor may immediately terminate Licensee's right to use the Slip in addition to any and all other rights and remedies provided herein and by law. In the event that Licensee fails to pay to Licensor any Fee or other charges when due, then upon three (3) days written notice to Licensee, Licensor may, at its sole election, immediately terminate Licensee's right of possession of, and have Licensee removed from, the Slip in addition to availing itself of any and all other rights and remedies provided herein and by law. Licensee's possession of the Slip after termination shall constitute a trespass, thereby providing Licensor with all rights and remedies related thereto including the immediate right to repossess the Slip and to remove and expel Licensee, its employees, agents, guests and invitees and Licensee's Vessel (and any other person or property) from the Slip without prior notice to Licensee. During any period that Licensee continues to trespass the Fee and any amounts payable under this License shall be 150% of the rate in effect immediately prior to the expiration or earlier termination of this License. Licensee hereby acknowledges and agrees that included in Licensor's rights and remedies upon the termination of the License and/or removal of Licensee from the Slip shall be the right to tow and store Licensee's Vessel (and any other property found at, on or around the Slip or Marina belonging to Licensee) at any storage facility of Licensor's choosing. All costs and expenses incurred by or assessed against Licensor in connection with such repossession, removal, expulsion and/or storage (including but not limited to attorneys' fees at both the trial and appellate levels) shall be the full obligation of Licensee and shall be immediately paid to Licensor upon demand. Any entry by Licensor or by any of its authorized agents or employees (whether pursuant to this Section or any other section of this License) onto or into the Licensee's Vessel or the Slip shall not constitute a trespass or unlawful entry, nor shall such entry result in any forfeiture, abatement, waiver or reduction of the Fee or any other obligation under this License. Further, Licensee agrees that neither Licensor nor any of its employees, agents, officers, directors or members shall be responsible or liable for any losses, costs, damage or injury to Licensee's Vessel or to Licensee's property resulting from the termination of Licensee's possession rights, the repossession, removal or expulsion of Licensee, and Licensor's entry onto or into Licensee's Vessel and/or the Slip. The provisions of this Section shall survive the termination of this License.

**SECTION THIRTY  
NOTICE**

All notices by either party to the other provided for in this License shall be in writing and sent by certified mail, addressed to Licensee at:

---

---

---

and addressed to Licensor at:

Key Largo Ocean Resort Condominium Association, Inc.  
94825 Overseas Highway  
Key Largo, Florida 33037  
Attention: Property Manager

or to such other address as may be designated by either party to the other by like notice. The date on which any notice is deposited in the United States mail, postage prepaid, shall be the date of the giving of such notice.



[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date and year first written above.

**Witnesses:**

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

**KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSEE:**

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

H:\LIBRARY\CASES\5820\2120005\2PT0461.DOC H:\LIBRARY\CASES\5820\2120005\2PU6919.DOC