

Palm Yacht & Beach Club
Annual Dock Usage Request Form 20__

Member's Vessel Information

Contact Information

Vessel Owner's Name: _____ Unit #: _____

Phone Number: _____ Email: _____

Vessel Information

Vessel Name: _____ Manufacturer: _____

Vessel Length: _____ Vessel Beam: _____

Engine Type: O/B __ I/B __ S/D __ Fuel Type: Gas __ Diesel __

Check all apply:

Electric __ Battery __ Trickle Charger __ Meter Required __ AC __ TV __ Refrigerator __

Freezer __ other _____

Vessel Identification Information (Please attach copies of title and registration)

Registration number: _____

Expiration date: _____

Identification number: _____

Vessel Insurance Information (Please attach copies)

Insurance Carrier: _____

Telephone Number: _____

Policy Number: _____

Expiration Date: _____

The undersigned, a Club Member in good standing and the currently registered owner of the vessel described above (copies of the vessel title, current vessel registration, and current vessel insurance are attached), submits the Annual Dock Usage Form and agrees to the following:

1. To use the space assigned for the entire annual period beginning January 1st or to surrender that space if use is discontinued. Boats/vessels out for seasonal storage, repair, or cruise are permitted upon approval of the Dock Master and the Board of Directors.
2. To promptly inform the Dock Master of intent to sell this vessel. If the boat/vessel is to be replaced, the member has 90 days to replace the old boat/vessel with the new vessel.

Member to initial each page: _____

Approved 11/16/2023

Palm Yacht & Beach Club
Annual Dock Usage Request Form 20__

3. To promptly repair any and all damages to any component of the space(e.g., docks, pilings, platforms, affixed ladders, etc.) caused by Member or Member's guests, whether such was in place at the time the space was assigned to Member or added by Member since as an improvement at the boat owner's expense.
 4. To secure advance approval of the Dock Master and the Board of Directors for any space improvements, to ensure they are accomplished in a workman-like manner consistent with all municipal installation and safety codes, permits and that all such improvements immediately become the permanent property of the Club which cannot be removed without advance approval of the Dockmaster.
 5. Any vessel left in the marina must be in operable running condition. It will be the Member's responsibility to secure or make arrangements to have their vessel adequately secured by doubling up on all lines in the event of a hurricane warning, and this is not the Dock Master's or PYBC responsibility. If a vessel is left unsecured during a storm warning, the Member's dock usage space will be immediately terminated.
 6. The Member is solely responsible for any property losses or personal injury liability resulting from the use of the assigned space and all equipment attendant thereto and holds the Club harmless against any and all such related claims.
 7. To secure advance approval of the Dock Master and Board of Directors before proceeding to install a boat lift in the Member's assigned space; and if approved, the boat lift installed:
 - a. It will be a HydroHoist, Jet Dock, or equivalent design lift. Lifts must be installed according to the manufacturer's recommendations. The Member's responsibility will include the cost of initial and future dredging, installing and maintaining pilings and the lift, electric, and any necessary permits.
 - b. Will meet all municipal installation and safety codes and be installed by a fully insured and licensed contractor hired by Member entirely at the Member's expense.
 - c. Will be maintained in first class operating condition and appearance entirely at Member's expense whether in or on Club property.
 - d. Will be removed, and if appropriate re-installed, by Member entirely at Member's expense whenever necessary for marina maintenance or this Agreement is terminated.
 - e. Does not grant the Member any outright ownership, assignment, or marketing rights to either the assigned space or the lift equipment while it is on Club property.
 8. If, however, Member is currently assigned a space wherein a "permanent" boat lift has already been installed, upon termination of this agreement, Member will be free to transfer the boat lift to another Member after re-assignment of the space to that Member
- Member to initial each page:_____

Palm Yacht & Beach Club
Annual Dock Usage Request Form 20__

by the Dock Master and Board of Directors; if, however, the boat lift is not so transferred, the Member is responsible for removing it entirely at member's expense within ninety (90) days of termination.

9. The electric service at the boat slips is for battery chargers only. The electrical power for the slip is not intended for the operation of air conditioners or other electrical devices. Any Member operating electrical appliances other than a battery charger on their vessel must install a meter and pay for their electrical usage at the Member's own expense.
10. The Member has read, understands, accepts, and will strictly comply with Section VII (Marina) of the Club's Rules and Regulations; if the Member fails to satisfy all terms and conditions of this Agreement or those rules, the Member's right to transfer Club membership, and any rights attendant thereto, may be withheld by the Club until Member has fulfilled their obligations.

ACCEPTED BY MEMBER:

Unit #: _____ Date: _____

Members Signature: _____

Recommendations and Approval

Approval Recommended by the Marina Committee (with noted conditions, if any)

Signature of Committee Chair: _____ Date: _____

Approval Granted by the Board of Directors (with noted conditions, if any):

Signature of Board President: _____ Date: _____

Member's Assigned Slip # _____

Member to initial each page: _____

Approved 11/16/2023

Palm Yacht & Beach Club
Annual Dock Usage Request Form 20__

MARINA, DOCKS AND SEAWALLS

8.1 The Marina is an amenity that enhances the value of the total community. It is available to Members who may dock their boats in an available space assigned by the Dock Master, either temporarily or annually, once the Member presents a completed Annual Dock Usage Request Form and related documents. The Annual Dock Usage Request Form details important terms and conditions and is hereby made a part of these Rules and Regulations.

8.2 Dock spaces at canal Living Units are assigned only to those Members. These dock spaces will not be assigned to any Member whose Living Unit does not adjoin the dock. The Member may allow another member to use the dock space, if permission to use dock space is rescinded, the boat owner must remove the boat within 10 days. These Members must, however, fully comply with all provisions of Article VIII just as though they had been assigned dock space in the Marina.

8.3 All slip and dock assignments are exclusively for boats 100% owned by and documented/registered to one or more Members whose names must appear on the Annual Dock Usage Request form. Further, except in cases of emergency, Members' boats may be operated only by Members themselves or their adult visiting guests.

8.4 When excess space is available, the Dock Master, with prior Board approval, may assign space to Members for a second boat. Such assignments are provisional, however, and must be promptly relinquished whenever another Member requests space for a first boat. All Rules and Regulations apply to any second boat space assignments.

8.5 Marina dock or slip spaces must be used continuously during the assigned period except for cruise, repair, or seasonal absences. Discontinuance of usage for a period of 90 days without approval from the Dock Master and Board of Directors will constitute termination of the assignment. The Dock Master, with Board approval, may extend the 90-day period upon application, but only for an extended off-season absence, maintenance, or cruise. No substitute boat is permitted to use an assigned dock space for the purposes of satisfying the continuous usage rule.

8.6 The Club will ensure that docks, finger piers, basic electric, and water services are properly maintained. Damage to any dock space by a Member's or his guest's boat is the Member's responsibility.

8.7 Installation of boat lifts must be approved in advance by the Dock Master and the Board. Important terms and conditions governing boat lifts are detailed in the Annual Dock Usage Request Form, and they should be reviewed carefully.

8.8 Members' guests may dock for up to seven (7) days upon prior approval of the Dock Master. Longer stays or renewals must also be approved by the Board but can be no longer than the period a guest stays with a Member. Guests with boats must complete the Annual Dock Usage Request Form on arrival and comply with all Rules and Regulations governing Marina use.

Member to initial each page:_____

Approved 11/16/2023

Palm Yacht & Beach Club
Annual Dock Usage Request Form 20__

8.9 No boat docked anywhere in the Club may be lived aboard or occupied overnight, except for a Member's overflow guests sleeping on board temporarily and crews of short-term visiting boats. At no time may any untreated sewage or garbage be discharged into waters adjacent to the Club.

8.10 Marina dock spaces will be assigned by the Dock Master each January 1st for a 12-month period.

8.11 Any boat owner who sells his boat and intends to replace it with another must do so within ninety (90) days or relinquish his dock space.

8.12 Each Member docking a boat in an assigned dock space must maintain property damage and personal injury insurance coverage in the amount of \$500,000 combined single limit each accident for liability and fuel and other spill liability on his boat and agrees to hold the Club harmless against any and all claims by third parties, including guests, vendors and invitees of the Member incident to the Member's usage of the dock space. A copy of the insurance policy, the boat title, and current documentation/registration must be furnished to the Dock Master, along with a completed Annual Dock Request Form, no later than January 1st of each year.

8.13 In the event of a Member's non-compliance with Club Rules and Regulations, the Member will be notified in writing that his slip assignment will be canceled after fifteen (15) days unless compliance is achieved. If the boat is not removed from the marina by the required day, the Club may charge the Member one hundred dollars (\$100) per day until the boat is removed. Such special assessment shall be made pursuant to Article XV, Section 17 of the By Laws and state statutes.

8.14 For structural integrity reasons, Members are not allowed to affix anything to Club seawalls (e.g., cleats, ladders, other fixtures, etc.) without prior Dock Master and Board of Directors approval.

Member to initial each page:_____

Approved 11/16/2023