

# AGREEMENT & RULES FOR THE BERMUDA TERRACE DOCK FACILITY

19248 Gulfstream Dr. Tequesta FL 33469

Revision Date: 03142016

Use of the facilities, boat ramp, wet-slip and dry-storage spaces (assignment) at the BTPOA dock facility are predicated on all entering to assume responsibility and liability for their actions

The following rules shall apply:

1. To rent an assigned wet slip or dry storage space, individual must be a property owner AND make their primary residence within the boundaries of Bermuda Terrace; AND must be a **PAID** BTPOA member in good standing. All wet slips and dry storage assignments are to be used by members of Bermuda Terrace exclusively for the dockage of their personal, privately owned pleasure boats (recreational) only. Commercial vessels are prohibited and no sub-letting of slips is allowed.
2. Individuals must own a boat at the time a wet-slip is assigned to them, OR be willing to purchase a boat within a six-month period of time after being notified of slip availability. Wet Slip Assignments will be offered for only those residents who intend to keep their vessel in the water on a **permanent** basis in usable operating condition. Dry storage spaces will be offered only to residents intending to store their vessel/trailer at the dock facility on a permanent basis. Individuals must submit a current copy of their vessel and trailer registration to the BTPOA Dock Master in order to verify their eligibility. Vessels are allowed up to a maximum of 30' OAL (overall length). Vessels between 25' and 30' are **ONLY** allowed on the dock "T". Vessels up to 25' inside.
3. Wet slip rental fees will be assessed six-months in advance. April 1<sup>st</sup> and October 1<sup>st</sup>. Rental fees are due and payable at the time a new wet-slip is assigned. Failure to pay fees in full within 14 days of a new wet-slip assignment will result in the slip being re-assigned to the next eligible paid member on the waiting list. **The current annual wet-slip rate is \$720 per year.** Delinquent April 15<sup>th</sup> and October 15<sup>th</sup>. **The annual dry storage fee is \$137.50 for the fiscal year April 1 to March 31.** **There is an additional fee of \$55 annually for *gate access*.** ~~Only one key is issued per household (no exceptions).~~ There may be a onetime fee for a gate clicker (to cover cost). Failure to pay rental fees or any special assessments (with in 30 days) that may be levied by the Board will result in loss of wet slip, dry storage space and key usage. Wet-slip, dry-storage rates are subject to change at the discretion of the BTPOA Board of Directors.
4. No one renting a slip may leave that slip vacant for more than any three-month period without owning a boat and making regular use of the slip. In the event there is a waiting list for dry storage assignments, the same time period will also apply. If this period occurs between billing periods a pro-rata share of the rent will be refunded and the slip will be relinquished to the next eligible paid member on the waiting list. Vessels that are out of the slip for repairs, maintenance or other extenuating circumstance may be exempted by approval of the Dock Master or the Board.
5. No wet-slip or dry storage assignment may be used for any vessel or trailer that is inoperable, abandoned, or otherwise out of service. The Board reserves the right to evict any boat or trailer under this clause based on the individual circumstances after proper notice to the vessel/trailer owner via certified mail and an opportunity to appeal this decision to the Board within 14 days. Failure to abide by any of these rules may result in vessels and/or trailers being removed from the premises at the owner's expense.
6. The Dock Master has the right, at his discretion, to reassign wet-slips and dry storage spaces in order to use the limited dock facilities more efficiently.
7. All vehicles and /or vehicles with trailers in tow **MUST** be parked along the ditch or in your designated storage space **ONLY**, so as not to impede traffic on the driveway to the ramp, or in the turn-around circle. Violators will be towed at owner's expense. No parking in front of the gate at anytime. Violators will be towed at owner's expense.
8. Anyone on the waiting list, who waives his or her opportunity for a slip when eligible, due to a prohibitive boat size **ONLY**, will remain in the same position on the list. The slip in question will be offered to the next boat owner on the list whose boat will fit the slip. However, if a slip is waived for any other reason that person will be removed from the list or may elect to have their name placed on the bottom of the waiting list.
9. Beaching of boats is prohibited. The beach is to remain open for the use by PAID BTPOA members for recreational use only. Under-age drinking is prohibited on BTPOA property. Under-age drinkers will be considered trespassers and subject to arrest. In addition, no BTPOA member may grant permission for any illegal activity on BTPOA property.

Initial: \_\_\_\_\_

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10. ~~It is everyone's responsibility to lock the gate after entering and leaving the area.~~
11. ALL vehicles parked in the Dock Area are required to have a current BTPOA STICKER, placed in a visible area on the vehicle. ~~One per Key holder will be issued.~~ Any vehicle parked in the Dock area with out a current STICKER will be considered trespassing and towed at owners expense. Stickers are issued at the Annual Meeting **or when a gate clicker is assigned.**
12. **The Board of Directors may require community workdays as needed. All members are encouraged to help out to maintain dock privileges.**
13. Should the National Hurricane Center issue a Tropical Storm Warning for our area, ALL VESSELS ARE TO BE REMOVED FROM THE DOCK. Members should monitor the National Hurricane Center advisories and plan ahead to remove vessels in a timely manner prior to the onset of hazardous conditions. Members should use due diligence to ensure the safety of others as well as our dock and other vessels.
14. Members must operate vehicles, boats and trailers in a safe and reasonably efficient manner at all times within the facilities and riparian lines thereof. Members must treat one another with courtesy and respect. Vessels and/or Vehicles creating any damage to the dock or within the dock facilities are the sole responsibility of that owner and will be held liable for damages.

I UNDERSTAND AND AGREE TO THIS AGREEMENT & ABIDE BY THESE RULES AS A CONDITION  
OF RETAINING DOCK PRIVILEGES.  
FAILUTE TO COMPLY MAY RESULT IN THE LOSS OF THESE PRIVILAGES\*

Print Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Anyone with access to this area is required to sign this document and deliver to a Board member prior to a receiving a clicker/access !