



Coconut Cove Homeowners Association, Inc.

C/o Watson Association Management
430 NW Lake Whitney Place
Port St. Lucie, Florida 34986
Office: (772) 871-0004 • Fax: (772) 871-0005

DOCK APPLICATION

OWNER/APPLICANT: _____
Signature Print Name

OWNER/APPLICANT: _____
Signature Print Name

LOCAL ADDRESS: _____
Street Apt. #

City State Zip

PHONE: _____ **FAX:** _____ **EMAIL:** _____

VESSEL NAME: _____ **VESSEL MAKE:** _____

LENGTH (LOA): _____ **COLOR:** _____

TYPE: INBOARD _____ OUTBOARD _____ I/O _____ SAIL _____

INCLUDES: AIR COND. ___ DEHUMID ___ REFRIG ___ BATTERY CHG ___

FL. REGISTRATION #: _____ **USCG DOC. #:** _____

INSURANCE NAME/PHONE #: _____

INSURANCE POLICY #: _____

SLIP #: _____

****Note- Electrical and water usage will be metered and billed to owner.**

DOCK AGREEMENT

The Dock Agreement is entered into by "Owner". The Coconut Cove Marina hereinafter referred to as the "Association".

1. The Association makes no warranties or representations concerning security of the premises, or about having an agent or employee on the premises.
2. It is expressly agreed by the Owner that the Association is not in any way an insurer of the Owner's property or family, guests, employees, or agents. The Owner is responsible for properly insuring the vessel. **A certificate of current insurance (including single limit liability in minimum the amount of \$300,000 with Coconut Cove Marina HOA as a co-insured with owner on general liability policy must accompany this Agreement. If this insurance requirement is to be met through the combination of a general liability and umbrella policy, the policies will need to be approved by our insurance agent.**
3. The Association shall not be liable for personal injury, loss of life, property loss or property damage to the Owner's boat, motor, accessories or its contents due to fire, theft, vandalism, collision, Marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the ordinary negligence of the association, its employees, agents or third parties. The Association shall not be liable for any acts beyond its control including any failure of marina equipment that make it difficult or impossible for the owner to use the boat.
4. The Owner for himself/herself, his/her family, guests, employees, agents, heirs, and assigns hereby releases and agrees to indemnify and hold harmless the Association and all of its employees and agents for any and all liability for personal injury, loss of life and property damage:
 - a. arising out of the use of the dock space or negligence of Association personnel;
 - b. in connection with the Owners boat, motor and accessories while it is on the premises or while it is being moved or while in the water moored to the Association's docks;
 - c. for loss or damage to the Owners boat, motor, accessories or contents thereof, or Owner's car or personal property in or around the dock area, due to fire, theft, vandalism, collision, and marina equipment failure, windstorm, rain, a hurricane or other casualty loss. The indemnification provided herein shall include all costs, expenses and reasonable attorney's fees including appellate attorneys fees incurred by the Association and the defense of any action based on the foregoing, including any action brought by the Owner, their family, guest, agents, or assigns.

5. The Owner agrees to comply with all the posted Rules and Regulations attached, as fully as though they were set forth herein, and with Sections 12.4 and 12.5 of the Declaration of Covenants.
6. If a member is delinquent more than 90 days in paying a monetary obligation to the Association, the Association may suspend the rights of the member, or the member's tenant's right, to use of its assigned dock slip. In such a case, the Association shall notice the Owner to vacate and to remove any improvements. Upon failure to comply with such a request, the Association may (but shall not be obligated to) remove any vessel from the Marina or seek any form of judicial action in order to have the vessel removed. Neither the Association, nor any officer, director, employee or contractor of the Association, shall be responsible for any damage to or destruction of any vessel during any such removal and any vessel owner shall, promptly upon demand from the Association, reimburse the Association for all costs and expenses incurred by the Association in removing the vessel, said costs and expenses to be deemed a special assessment against the Slip Owner and secured by the Association's security interest in the Slip.
7. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be null and void and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance laws of the State of Florida and the laws of the United States.
8. Owner is responsible for any damages to the Association's property (including, but not limited to, docks, finger piers, boat lifts and other marina facilities) as well as any damages to other vessels within the marina caused in whole or in part by the negligence, omission or intentional act of Owner, Owner's guests or invitees.

In addition to the above, the Owner agrees to comply with the DOCK AREA RULES AND REGULATIONS, as adopted and at times modified, by the Board of Directors. Failure to comply may result in the Board levying a fine or suspending the Owner right to use of the dock, or both.

Signature of Owner _____ Date: _____

Signature of Owner _____ Date: _____

Acknowledgement of Secretary of the Association: _____

I, the Owner, represents that the vessel is in compliance with current Federal and State of Florida registration laws. (Out of state vessels must register in Florida at the end of 90 days.)

I, the Owner, represents that the vessel is currently insured to cover damages to Association property, other vessels, and Owner's family and/or guests, employees, and agents. Proof of ownership and proof of insurance are required to be attached to this completed Dock Agreement and to be forwarded to the Association management on each renewal date of the policy.

I, the Owner, have read and fully understand the attached conditions, including Marina Rules and Regulations, and agree to abide by each and every one of them, and do hereby voluntarily enter into this Dock Agreement with the Association, as of this

_____ day of _____, 20_____

Owner: _____
Signature

Print Name

STORM PREPAREDNESS PLAN

All owners utilizing slips are required to have and document a plan to secure their boats during a hurricane or other major storm to prevent damage to the marina and other boats. The plan must identify the methods used to secure the boat and who will be responsible (owner or captain) for making the preparations described. Neither the Coconut Cove Marina nor its employees or service personnel are responsible for securing vessels in the marina. Any damage occurring to the owner’s vessel, docks and the marina infrastructure, and other boats is the sole responsibility of the owner. The Coconut Cove Marina will undertake actions necessary to recover repair or replacements costs associated with damage created by the owner’s vessel. After the storm has passed, Coconut Cove Marina will repair or replace property damaged by an owner's vessel. HOA will undertake all actions necessary to recover the cost associated with repairs to or replacement of property

EMERGENCY CONTACT INFORMATION:

Emergency Contact Name: _____

Emergency Contact Phone No.: _____

Name of Insurance Co.: _____

Insurance Policy #: _____

Insurance Co. Phone No.: _____

PREPAREDNESS PLAN:

How will you secure or remove the boat for impending hurricane or major storm?

Who will be responsible for removing or making sure the boat is secure?

Owner’s Signature: _____

Print Name: _____

Date: _____