

# COCOPLUM YACHT CLUB YACHT SLIP AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, by and between \_\_\_\_\_, ("Owner") whose residence/business address is \_\_\_\_\_, and \_\_\_\_\_, ("Tenant") whose residence/business address is \_\_\_\_\_.

In consideration of the mutual promises, covenants and conditions set forth in this Agreement, and the rent reserved by Owner, to be paid by Tenant to Owner, Owner hereby leases to Tenant and Tenant hereby rents from Owner, the Cocoplum Yacht Club (the "Yacht Club") Yacht Slip generally known and referred to as Dock and Unit No. \_\_\_\_\_ (the "Unit") as defined and described in the Declaration Of Restrictions, Protective Covenants And Easements For Cocoplum Yacht Club (the "Declaration") dated October 31, 1986, and recorded in Official Records Book 13070 at Page 2319 of the Public Records of Dade County, Florida, as amended from time to time, upon the following terms and conditions:

1. **TERM.** The term of this Agreement, and the payment of rents and other sums due hereunder, will commence on \_\_\_\_\_, (the "Commencement Date"), and expire at 12:00 p.m. (midnight) on \_\_\_\_\_, (the "Expiration Date"), subject to earlier termination as provided herein. The minimum lease term is thirty (30) days.

2. **RENT.** Tenant agrees to pay to Owner without demand, set-off, or deduction, a \_\_\_\_\_ rent in the amount of \_\_\_\_\_ and \_\_\_\_\_ /100 U.S. Dollars (\$\_\_\_\_\_), in monthly installments of \_\_\_\_\_ and \_\_\_\_\_ /100 U.S. Dollars (\$\_\_\_\_\_), accruing from the Commencement Date forward. Each monthly installment of rent will be payable in advance on the first day of each calendar month of the term to Owner, or its designee, at \_\_\_\_\_ or at such other place as Owner may from time to time designate in writing. If the Commencement Date is not the first day of the calendar month, rent for the period between the Commencement Date and the first day of the following calendar month will be apportioned on a per diem basis, at the monthly rental rate hereinabove provided, and be payable upon the Commencement Date. In addition to the rent hereinabove reserved, Tenant also will pay the amount of any use or sales tax on said rent imposed by the State of Florida and any federal or local government, which taxes and other assessments will be paid at the time and in the manner as each payment of rent.

3. **USE.** Tenant, its successors and assigns, and all persons claiming by, through or under Tenant, will use the Unit exclusively for the purpose of docking the Vessel \_\_\_\_\_ (the "Authorized Vessel"). The Authorized Vessel is the only boat or vessel permitted to be docked at or within the Unit, provided, however, that if Tenant wishes to designate a different vessel as the vessel authorized hereunder, Tenant may do so with the express prior written consent of Owner, which consent will not be unreasonably withheld, and Association. Tenant acknowledges that Units leased by the Association, or by its successors or assigns, may be sold during the term of this Lease. In the event that the Unit is so sold, Tenant agrees that it will vacate the Unit within thirty (30) days after receiving notice of the requirement that it do so, whereupon this Lease will terminate and be of no further force or effect. If Owner owns another Unit at the Yacht Club which is of approximately the same size as the Unit, Owner may offer Tenant the option of relocating to Owner's other Unit, at Tenant's sole cost and expense, and provided Association has given its prior written consent thereto. In the event that Tenant does not advise Owner of its election to relocate within ten (10) days after receiving notice of its option to do so, this Lease will terminate as described above in this paragraph 3.

4. **RULES AND REGULATIONS.** Tenant acknowledges that he has read the Declaration and all exhibits attached thereto, and the Articles of Incorporation and the By-Laws of the Yacht Club, understands that each and every provision of the foregoing documents is fair and reasonable, is made for the benefit of all owners of the Yacht Club and is essential to the successful operation and management of the Yacht Club. Tenant, on behalf of himself and his family, agents, guests and invitees, agrees to comply with and be bound by all laws, ordinances, rules and regulations of applicable governmental authorities and/or Cocoplum Yacht Club, Inc. (the "Association"), a Florida corporation not for profit, and the Declaration, respecting the use, operation and activities of and within the Yacht Club and/or Unit, and Tenant agrees to comply with and be bound by the terms, obligations and conditions of the Declaration as an owner of a Unit as if Tenant were the owner of the Unit; and Tenant will not make, suffer or permit any unlawful, improper or offensive use of the Unit, or the areas including common areas of the Yacht Club, serving or surrounding the Unit, or any part thereof, or permit any nuisance thereon. Tenant will not make any use of the Unit which would render void or voidable any policy of insurance covering or relating to the Yacht Club, the Unit, or the use thereof. A failure by Owner or Tenant to comply with the Rules and Regulations of the Association, the Declaration or this Agreement, or a failure by either Owner or Tenant to pay any assessment of the Association, shall entitle Association to, among other remedies it may have, (i) terminate this Lease on seven (7) days prior written notice to Owner and Tenant; (ii) suspend Owner's and Tenant's rights to use of the Common Areas or Limited Common Areas of the Yacht Club; (iii) recover damages from Owner and/or Tenant incurred by the Association and/or the Yacht Club (including but not limited to attorneys' fees and costs); and/or (iv) seek such other remedies, including but not limited to injunctive relief, or take such other actions that is otherwise available to Association.

Owner and Tenant hereby agree and do hereby assign to the Association all rents or other monies owed by Tenant to Owner in the event any assessment or other monies owed to the Association are unpaid. Association shall hereby have the right to collect said rent or other monies and apply same to said unpaid assessments or other monies until same are paid in full. In such event, Tenant shall pay such rent or other monies directly to Association upon receipt from Association of written notice requiring Tenant to pay such sums to Association.

5. **QUIET ENJOYMENT.** Owner agrees that so long as Tenant pays the rent reserved in this Agreement and performs its obligations hereunder, Tenant will have the right quietly to enjoy and use the Unit for the term hereof, subject only to the provisions of this Agreement.

6. **ASSIGNMENT.** Tenant may not assign this Agreement or any of its rights hereunder, nor let or sublet all or any portion of the Unit, nor suffer or permit any person or entity to use any part of the Unit, without first obtaining the express prior written consent of Owner and Association, and complying with the requirements of the Declaration. Should Owner consent to such assignment of this Agreement, or to a sublease of all or any portion of the Unit, Tenant hereby agrees to guarantee

Owner initials \_\_\_\_\_  
Tenant initials \_\_\_\_\_

payment of all rent and other payments herein reserved until the expiration of the term of this Agreement, and no failure of Owner promptly to collect from any assignee or sublessee, or any extension of the time for payment of such rents, shall release or relieve Tenant from its warranty or obligation for the payment of such rents.

7. **UTILITIES AND AD VALOREM TAXES.** Tenant will bear the cost of electrical service to the Unit. If Tenant elects to have telephone service at the Unit, Tenant will pay the service connection charge and all use charges. In the event that Tenant uses a disproportionate amount of utility services and a separate charge or assessment is levied against the Unit pursuant to Article VI, Section 1 of the Declaration, such extraordinary charge or assessment will be paid promptly by Tenant directly to the Association or reimbursed to Owner as additional rent hereunder, as Owner directs. \_\_\_\_\_ will be responsible for the cost of ad valorem taxes or assessments by any governmental or quasi-governmental authority for the period of this Agreement.

8. **TENANT'S PROPERTY AND LIABILITY.** The Authorized Vessel, any other vessel, and all personal property maintained at, on or within the Unit and/or any vessel will be solely at the risk of Tenant, and Owner and Association will not be liable for any damage to said personality or vessel(s) or any act or omission of any other owner or occupant of any portion of the Yacht Club, or any other person whomsoever, with respect to loss or damage to property, or death or injury to persons, occurring within or about the Unit or Yacht Club. Tenant agrees to indemnify and hold harmless Owner, Association and all other owners of units in the Yacht Club, and Owner agrees to indemnify and hold harmless Association and all other owners of units in the Yacht Club, jointly and severally, from and against any and all losses, costs, claims, expenses or damages which Owner, Association or all other owners of units in the Yacht Club may suffer, or to which Owner, Association or all other owners of units in the Yacht Club may be exposed, as a result of, related to or arising out of any loss or damage to property or death or injury to persons, caused by, related to or arising out of use, or concerning any negligent or intentional acts or omissions committed within the Yacht Club, by Tenant, its employees, agents, guests, invitees, licensees, successors and assigns, of the Unit and/or any portion of the Yacht Club, including attorneys' fees and costs and appellate fees and costs. This provision shall survive any termination or expiration of this Agreement.

9. **ASSOCIATION ASSESSMENTS.** Owner will bear the cost of the maintenance assessments and other charges levied by the Association generally against all owners of Yacht Slips within the Yacht Club, and Owner will also pay the ad valorem property taxes and special tax assessments due upon or with respect to the Unit. However, Tenant will be responsible, and will either pay promptly to the Association when due, or reimburse Owner as additional rent hereunder, as Owner directs, for payment for all special repairs or extraordinary maintenance charges levied by or due to the Association which relate to or arise out of Tenant's use or misuse and occupancy of the Unit. Tenant will be responsible for all the upkeep and care of the Unit required pursuant to the terms of the Declaration to be performed and/or borne by the Owner of the Unit, and Tenant agrees to perform such maintenance at Tenant's expenses as needed promptly and in a good and workmanlike manner.

10. **CASUALTY.** In the event that the Unit is rendered untenantable by fire or other casualty, Owner will have the option of terminating this Agreement or rebuilding the Unit (subject and pursuant to the Declaration), and in such event written notice of the election by Owner will be given to Tenant within the period during which a decision to reconstruct after casualty may be made pursuant to the terms of the Declaration. In the event that Owner elects to rebuild the Unit, the Unit will be restored to its former condition prior to any Tenant improvement work, whether or not such improvement work may have been performed by Owner, within a reasonable time, during which time no payment of rent or other sum due hereunder from Tenant to Owner will abate. In the event Owner elects to terminate this Agreement, all rents and other sums due from Owner to Tenant will be paid to and adjusted as of the date of such casualty, and the term of this Agreement will then expire and this Agreement will be of no further force or effect.

11. **INSPECTION.** Owner, or its representatives, will have the right at any reasonable time to enter upon the Unit for the purpose of inspection or for the purpose of making or causing to be made any repairs, or otherwise to protect its interest; but the right of Owner to enter, repair or do anything else to protect its interest, or exercise or fail to exercise said right, will in no way diminish Tenant's obligations, or enlarge Owner's obligations, under this Agreement, or affect any right of Owner, or create any duty or liability by Owner to Tenant or any third party.

12. **DEFAULT.** In the event Tenant fails to make any rental or other payment due hereunder within five (5) days after the same becomes due, or breaches or fails to perform any of the agreements herein other than the agreement to pay a sum of money and fails to cure such default within ten (10) days after written notice from Owner, then Owner, in any such event(s), will have the option to:

- A. sue for rents and other sums as they become due;
- B. terminate this Agreement, resume possession of the Unit for its own account and recover immediately from Tenant the difference between the rent for which provision is made in this Agreement and the fair rental value of the Unit for the remainder of the lease term, together with any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; and/or
- C. resume possession and re-lease or re-rent the premises for the remainder of the term of this Agreement.

The remedies for which provision is made in this Article 12 are not exclusive, and in addition thereto, Owner may pursue any other remedies provided by law. In any event, and irrespective of any option exercised by Owner, Tenant agrees to pay and Owner will be entitled to recover all costs and expenses incurred by Owner, including reasonable attorneys' fees in all trial and appellate proceedings, in connection with the collection of rent or damages or enforcing other rights of Owner in respect of a breach or default by Tenant, irrespective of whether Owner elects to terminate this lease by reason of such breach or default. Tenant hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future law in the event Tenant is evicted or dispossessed for any cause, or in the event Owner obtains possession of the Unit by virtue of the provisions of this Agreement, or otherwise, and Tenant waives any right to trial by jury on any issue which may be litigated herein. Any and all sums due under this Agreement from Tenant to Owner and not paid on the date due will bear interest from the date due until the date paid at the maximum rate allowed by law.

13. **WAIVER OR ESTOPPEL.** The failure of Owner to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Agreement or exercise any option of Owner herein contained, will not be construed as a

Owner Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_

waiver or relinquishment of the future enforcement of such covenant, agreement or option, but the same will continue and remain in full force and effect. Receipt of rent or other sums by Owner, with knowledge of the breach of any covenant or agreement hereof, will not be deemed a waiver of such breach, and no waiver by Owner of any provisions hereof will be deemed to have been made unless expressed in writing and signed by Owner.

14. **SUBORDINATION.** All rights and interests of Tenant hereunder are and will be and remain subject, subordinate and inferior to all mortgages, heretofore or hereafter given and encumbering the Unit, or any part thereof, and likewise will be subordinate and inferior to all renewals, modifications, consolidations, replacements and extensions of any such mortgage, and the right of the holder of any such mortgage will at all times be and remain prior and superior to all rights and interests of Tenant. These provisions will operate as a subordination agreement with respect to all such mortgages and all renewals, modifications, consolidations, replacements and extensions thereof.

15. **SECURITY DEPOSIT.** Tenant has deposited with Owner and Owner hereby acknowledges receipt of a sum equal to \_\_\_\_\_ ( \_\_\_\_\_ ) times the amount of the monthly installment of rent, which will be held by Owner, without accrual of interest, as security for the faithful performance by Tenant of all of the terms of this Agreement to be observed and performed by Tenant. Said deposit will not be mortgaged, assigned, transferred or encumbered by Tenant without the express prior written consent of Owner, and any such act on the part of Tenant will be without force or effect and will not be binding upon Owner. If any of the rents herein reserved or any other sum payable by Tenant to Owner hereunder is overdue or unpaid, or if Owner makes payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this Agreement, Owner, at its option without prejudice to any other remedy which Owner may have on account thereof, may appropriate and apply said entire deposit, or so much thereof as may be necessary to compensate Owner toward the payment of any rent or additional sum due hereunder or to any loss or damage sustained by Owner due to such breach on the part of Tenant; and Tenant forthwith upon demand will restore said security deposit to the original sum deposited. Should Tenant comply with all of the terms hereof and promptly pay all of the rentals and other sums payable by Tenant to Owner as they become due, said deposit will be returned in full to Tenant at the end of the term hereof. Owner may deliver the security and any other deposit made hereunder by Tenant to the purchaser of Owner's interest in the Unit in the event that such interest is sold or otherwise conveyed, and thereupon Owner will be discharged from any further liability with respect to such deposit, and this provision will also apply to any subsequent transferee of Owner.

Additionally, Tenant has deposited with Association, and Association hereby acknowledges receipt of, a sum equal to one (1) monthly installment of rent, which will be held by Association, without accrual of interest, as the faithful performance by Tenant of all the terms of this Agreement to be observed and performed by Tenant, as it relates to the Association and the Declaration. Said deposit will not be mortgaged, assigned, transferred or encumbered by Tenant without the express prior written consent of Association, and any such act on the part of Tenant will be without force or effect and will not be binding upon Association. If any other sum payable by Tenant to Association hereunder is overdue or unpaid or if Association makes payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this Agreement, or if there are any repairs or extraordinary maintenance, or costs, incurred or necessitated by the acts or omissions of Tenant, Association, at its option without prejudice to and without waiving any other remedy or rights which Association may have on account thereof, may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate Association toward the payment of additional sums due hereunder, for such repairs or maintenance or to any loss or damage sustained by Association due to such breach on the part of Tenant; and Tenant forthwith upon demand will restore said security deposit to the original sum deposited. Should Tenant comply with all of the terms hereof and promptly pay all of the rentals and other sums payable by Tenant to Association as they become due, said deposit will be returned in full to Tenant within thirty (30) days of the end of the term hereof and the vacating of the Unit by Tenant. Association may deliver the security and any other deposit made hereunder by Tenant to the purchaser of Association's interest in the Unit in the event that such interest is sold or otherwise conveyed, and thereupon Association will be discharged from any further liability with respect to such deposit.

16. **NOTICE.** All notices required or contemplated by this Agreement will be in writing and delivered in person or by United States certified mail, return receipt requested, addressed to the party for whom such notice is directed at the following addresses:

IF TO OWNER:

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IF TO TENANT:

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IF TO ASSOCIATION: COCOPLUM YACHT CLUB, INC.  
6500 Prado Boulevard  
Coral Gables, Florida 33143  
Attention: Property Manager

By giving at least two (2) days prior written notice to the other party, either party may change its address for notices hereunder.

17. **BROKERAGE.** Tenant acknowledges that it has not dealt, consulted or negotiated with any real estate broker, salesperson or agent other than \_\_\_\_\_ in connection with this Agreement, and Tenant agrees to indemnify and hold harmless Owner from and against any and all loss and liability resulting from or arising out of any claim that Tenant has dealt and negotiated with any real estate broker, salesperson or agent in connection with the transaction which is the subject of this Agreement.

Owner initials \_\_\_\_\_  
Tenant initials \_\_\_\_\_

18. **INSURANCE.** Tenant is required to maintain liability insurance covering the Unit and the Authorized Vessel occupying it in amounts and on terms satisfactory to Association. Tenant must provide Owner and Association with proof of such insurance, which policy will name Owner and Association as additional insureds thereunder and which insurance may not be cancelled without Owner and Association first being given at least thirty (30) days written notice in advance of such cancellation. Owner will establish the minimum required limits of coverage from time to time, however, at no time will such limits be below Three Hundred Thousand and No/100 U.S. Dollars (\$300,000.00).

19. **APPROVAL.** Owner and Tenant acknowledge that this Agreement is subject to (i) approval by the Community Appearance Board ("C.A.B.") of the Association of the Authorized Vessel, (ii) a right of first refusal in favor of the Association, (iii) Tenant paying the Association a non-refundable Tenant Membership initiation fee of \$250.00 and providing a completed, executed membership application to Association, prior to the Commencement Date of this Agreement, and (iv) Owner and Tenant providing to Association such information and consents in order for Association to do a civil and criminal background, and credit, inquiry, check and/or investigation on Tenant, including, but not limited to, Tenant's character, financial status, civil, credit and any criminal background, and Bank, business and personal references, which results are satisfactory to Association; (i) and (ii) being more particularly described in the Declaration. Therefore, Owner and Tenant acknowledge that this Agreement shall not be effective nor shall the Authorized Vessel be permitted to occupy the Unit unless and until (i) the C.A.B. has approved the Authorized Vessel, (ii) the Association has waived its right of first refusal, and (iii) Owner and Tenant have otherwise satisfied all other conditions required by Association prior thereto.

20. **NO RIGHTS AS OWNER.** Nothing contained herein shall be construed or interpreted as giving Tenant any rights or remedies as an owner of the Unit.

21. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between Owner and Tenant concerning the subject Agreement to be executed as required by law, each on the date hereinafter set forth.

WITNESSES OR SEAL:

\_\_\_\_\_  
BY: \_\_\_\_\_  
TAX I.D. # \_\_\_\_\_

DATE EXECUTED BY OWNER \_\_\_\_\_

WITNESSES OR SEAL:

\_\_\_\_\_  
BY: \_\_\_\_\_  
TAX I.D. # \_\_\_\_\_

DATE EXECUTED BY TENANT \_\_\_\_\_

WITNESSES OR SEAL:

JOINDER AND CONSENT TO TERMS AND  
CONDITIONS OF AGREEMENT

COCOPLUM YACHT CLUB, INC.

BY: \_\_\_\_\_  
DEPOSIT/NO DEPOSIT WAS RECEIVED BY THE  
COCOPLUM YACHT CLUB, INC.