

**HERITAGE LANDINGS ASSOCIATION, INC.
DOCK USE AGREEMENT FOR HLA RESIDENTS**

This Dock Use Agreement (“Agreement”) is between the **HERITAGE LANDINGS ASSOCIATION, INC. (“HLA”)**, _____, owner(s) of the Property (“**OWNER**”), and, if applicable, _____, the approved tenant(s) residing at the Property within the Heritage Landings Association, (3031, 3111, and 3021 N.E. 51st Street, Fort Lauderdale, FL 33308) (“**TENANT**”), upon the following terms and conditions:

1. VESSEL INFORMATION:

Vessel Owner Name: _____
HLA Unit Address: _____ (“Property”)
Phone Number: _____

Vessel Co-Owner Name: _____ (“Vessel Co-Owner”)
HLA Unit Address (Mailing Address otherwise): _____
Phone Number: _____

Co-Ownership on Title: ___ In the Alternative (“OR”) ___ In Conjunction (“AND”)

Emergency Contact Name: _____ Phone Number: _____
Email Address: _____

Vessel Slip/Dock Number: _____ Annual/Monthly Fee: See Fee Schedule
Boat Name: _____ (“Vessel”) Description: _____
Make/Model: _____ Length: _____ Mfg Year: _____
Type: _____ Serial No.: _____
Motor No.: _____ Registration State/No.: _____

OWNER or TENANT shall attach the Registration and a copy of the Certificate of Title at the time of application and, to the extent applicable, shall comply with all laws related to Registration reciprocity, including Section 328.58, Florida Statutes.

Vessel Insurance Information: (Certificate and Policy must be provided prior to finalization of Agreement.)

Insurance Carrier: _____
Insured’s Name: _____
Agent Name: _____
Agent Address: _____
Policy No.: _____ Policy Exp. Date: _____

OWNER and TENANT shall present proof of a minimum of \$1,000,000.00 in boat liability insurance per occurrence and property damage insurance at the time of executing this Agreement, must name HLA as an additional insured, and must maintain such insurance for the term of the Agreement and thereafter at each renewal. Any lapse in coverage will be deemed a breach of this Agreement and subject the Vessel to immediate removal.

2. **TERM:** This Agreement shall run from the date it is executed (see below) through the ___ day of _____, 20___. **OWNER** and **TENANT** shall remove the Vessel within ten (10) days of the termination of this Agreement, if another Dock Use Agreement is not approved and executed within such time. Failure to sign a Dock Use Agreement, or to comply with an existing Dock Use Agreement, shall constitute a breach of this Agreement and the terms of the Declaration of **HLA**, and may result in the imposition of fines pursuant to Section 718.303, Florida Statutes, or any other relief provided by law, including the suspension of dock use eligibility. Any fee assessed pursuant to this Agreement, including but not limited to, a fee for a trespass onto the **HLA** docks, shall not be considered a fine as contemplated under the governing documents and/or Chapter 718, Florida Statute. Any termination of this Agreement must be in writing and delivered to **OWNER**, **TENANT** or **HLA** and the Dock Committee, if any, as applicable.
3. **DOCK SPACE:** **HLA** hereby authorizes **OWNER** or **TENANT** to use [INSERT #] _____ feet of dock space to dock the Vessel.
- a. The number of feet of dock space entered above shall be calculated as follows:
 - i. **HLA**'s representative shall measure the Length Overall ("LOA") of the Vessel using a rolling wheel. The LOA shall include any projections fore and/or aft from the boat's hull, such as bow pulpits, transom platforms, dinghies on davits, etc. Outboards will be measured with engine(s) up. The measured LOA will be rounded up to the nearest whole foot. Maximum Footage allowed per slip is Fifty (50) Feet.
 - b. Location of the designated space shall be determined by **HLA** based on availability and requirements. **HLA** reserves the right to change the space assignment from time to time as **HLA** may deem appropriate. **HLA** must give **OWNER** and **TENANT** reasonable advance notice of any change in the designation of the assigned space. **OWNER** and **TENANT** agrees to move, or to arrange for the movement of, his/her/its Vessel within five (5) calendar days of receipt of the notice.
 - c. **OWNER** and **TENANT** shall give **HLA** the best possible advance notice of when its Vessel will start and stop docking. Early notice will help **HLA** to work with **OWNER** and **TENANT** and other dock users to efficiently move boats and minimize inconveniences. **HLA** may take the extent of the advance notice into account in determining how much, if any, of the Unearned Use Fees are refundable to **OWNER** or **TENANT** at the end of this Agreement.
 - d. This Agreement does not allow for an attachment of a floating dock or any other personal watercraft including kayaks, SUPs and storage.
 - e. This Agreement does not provide for any arrangement or entitlement to storage on any of the Common Elements, including the docks. Any storage arrangement shall be at the discretion of **HLA**.
 - f. This Agreement only applies to the Vessel approved and does not extend to any other vessel, or allow for any assignment of the use rights to any other vessel.
 - g. Any change in ownership of the Vessel will result in the immediate termination of this Agreement as well as removal of the Vessel. **OWNER** and **TENANT** are required to

provide **HLA** and the Dock Committee, if any, with any and all updates to the Vessel information within five (5) business days of any such change, and **HLA** may otherwise require **OWNER** and **TENANT** to provide periodic updates to the Vessel information. Failure to so update the Vessel information shall result in the termination of this Agreement.

- h. The use of the dock for any commercial purposes is strictly prohibited.
- i. No vessel shall be used as a dwelling while docked.

4. USE FEE PAYMENTS:

- a. **Use Fee:** The Use Fee shall be calculated per LOA (subject to the maximum length restriction) according to the Fee Schedule attached hereto as **Exhibit "A,"** which **HLA** reserves the right to update from time to time. At the time of executing this Agreement, **OWNER** and **TENANT** shall pay **HLA** a pro rata Use Fee for any partial portion of the month in which this Agreement is executed. Thereafter, **OWNER** and **TENANT** will pay the full monthly Use Fee on the first day of each month for the remainder of the term.
- b. **Security Deposit:** Regardless of the length of the term of this Agreement, at the time of execution, **OWNER** or **TENANT** shall pay to **HLA** the equivalent of two (2) months of Use Fees as a Security Deposit, which will carry over to any renewal of this Agreement.
- c. **Late Payments:** Any Use Fee not paid by the 10th day of the month in which it is due shall incur the Late Fee that is included in the Fee Schedule. Any utility surcharge or other fee that is not paid within ten (10) calendar days of the due date will incur a Late Fee per the Fee Schedule. If any delinquent payment, including any applicable Late Fee, is not paid by the first day of the following month, **HLA** may terminate this Agreement by written notice to **OWNER** and **TENANT** and require that **OWNER** or **TENANT** remove the Vessel.
- d. **Refunds:** Within 30 (thirty) days following the termination of this Agreement for any reason, **HLA** shall refund to **OWNER** or **TENANT** any Unearned Use Fees, which is defined as the Security Deposit plus a pro rata reimbursement for any unused days that are remaining after the termination of this Agreement and for which **OWNER** or **TENANT** already paid a Use Fee. However, **HLA** may withhold any amounts that **HLA** claims in good faith are due from **OWNER** or **TENANT** for damage to **HLA** property in connection with this Agreement, or any amounts to which **HLA** is otherwise entitled under this Agreement. **HLA** may withhold such amounts for any duration that is reasonably required to settle any dispute as to **HLA**'s claim. (See Section 10 below regarding the resolution of disputes.)
- e. **HLA's Collection Rights:** **HLA** shall have the right to file a lien against **OWNER**'s Property and the Vessel, including its equipment and contents, for any unpaid dock Use Fees or other eligible sums due under this Agreement, and shall be entitled to recover from **OWNER** and **TENANT** any legal expenses or other costs incurred in pursuing payment,

including but not limited to attorney's fees at the trial and appellate levels, regardless of whether a lawsuit is filed.

- i. The **HLA** Board shall have the right to charge an Individual Assessment to **OWNER** per the Amendment to Article XXVIII of the Declaration for any delinquent fee or other charge imposed pursuant to this Agreement, and will send notice via regular and certified mail to **OWNER** regarding the delinquency. If **OWNER** fails to resolve the amounts due, **HLA** shall at a duly noticed Board meeting consider and vote on whether to individually assess **OWNER** for the delinquent amounts as **HLA** determines to be appropriate.
 - ii. **OWNER** accepts and acknowledges that the failure to pay dock Use Fees or other charges pursuant to this Agreement triggers **HLA**'s right to enforce the lien on **OWNER**'s Property, including the right to foreclose the lien, pursuant to the Declaration and Chapter 718, Florida Statutes.
 - iii. In the alternative to subsection (ii), **HLA** may pursue any and all rights and remedies under the Federal Maritime Lien Act and Florida Law to foreclose upon the lien against the Vessel in order to collect delinquent fees and charges imposed under this Agreement.
 - f. **Unapproved Vessels:** Any vessel that is moored in the **HLA** docks and not under a current agreement shall be considered trespassing, and **HLA** may charge a Trespass Fee as included in the Fee Schedule, which shall not constitute a fine. **HLA** may remove the trespassing vessel at the expense of the owner of the vessel in compliance with State and Federal law.
 - g. **Governing Documents Compliance:** **OWNER**'s or **TENANT**'s failure to comply with any term or condition under this Agreement, or the provisions of the governing documents of **HLA** as amended from time to time, shall constitute a breach of, and entitle **HLA** to terminate, this Agreement.
5. **UTILITIES:** In addition to the Use Fee, **OWNER** and **TENANT** shall pay the applicable monthly Utilities Surcharge stated in the Fee Schedule to cover **HLA**'s cost for utilities, i.e., electricity and water. Nevertheless, if both parties agree that it is feasible for **OWNER** or **TENANT** to draw power from a metered power-post on the **HLA** dock, the parties may agree to replace the Utilities Surcharge with an amount that is based on the electric meter reading and actual water usage. **HLA** has the right to monitor such readings and usage in its sole and absolute discretion.
6. **HLA's RESPONSIBILITIES:** As owner of the dock and surrounding premises, **HLA** shall:
- a. Maintain the docks and premises in clean, sound and safe condition.
 - b. Use best efforts to assure steady and reliable provision of electricity and water on the dock.
 - c. Maintain a guest parking lot, where **OWNER** or **TENANT** and his/her/its guests may

park, available space permitting.

- d. Observe and meet all applicable federal, state and local government regulations and requirements for docks and marinas.
 - e. Maintain liability insurance to cover any persons or property damaged as a result of any negligent or wrongful act(s) or omissions on the part of **HLA** or its employees and/or agents. **HLA** does not accept any responsibility or liability for any actions, errors, or omissions of **OWNER**, **TENANT**, guests, invitees, or other persons not subject to **HLA**'s control, including **HLA** residents and their guests, invitees or licensees.
 - f. Provide **OWNER** and **TENANT** with **HLA**'s current **Rules and Regulations for Dock Tenants (R&Rs)**. **HLA** reserves the right to modify or amend these **R&Rs** from time to time in accordance with the governing documents and Florida law. The current **R&Rs** are attached hereto. Any updates to the **R&Rs** will be made available to **OWNER** and **TENANT** upon adoption.
 - g. **HLA** shall try to accommodate all dock use requests of all eligible **HLA** residents. If **HLA** cannot accommodate all requests at any particular time, **HLA** will implement an equitable procedure to determine dock space assignment priority.
7. **OWNER AND TENANT RESPONSIBILITIES: OWNER** and **TENANT** acknowledge that **HLA** is a private residential community and that regard for the right of **HLA** residents to the peaceful and quiet enjoyment of their property is a top priority. **OWNER**, **TENANT**, their guests, invitees and licensees shall conduct themselves at all times in a safe, careful, respectful and courteous manner when using the docks and premises, and when interacting with **HLA**'s personnel, employees, agents, contractors and/or subcontractors and **HLA**'s residents, guests and invitees. In furtherance of this general obligation, **OWNER** and **TENANT** shall and agree to:
- a. Observe and comply at all times with **HLA**'s **R&Rs**.
 - b. Inform guests, invitees, or contractors of all relevant provisions of **HLA**'s **R&Rs**, and instruct such persons to comply at all times when on the **HLA** premises. **OWNER** and **TENANT** will be responsible to **HLA** for the actions or omissions of their guests, invitees, or contractors.
 - c. Indemnify and hold harmless **HLA**, its employees, agents and assigns from any liability and/or expenses of litigation brought by anyone claiming to have been harmed on **HLA** premises for any injury to persons or damage to property allegedly caused by **OWNER**, **TENANT**, the Vessel, or **OWNER**'s or **TENANT**'s guests, invitees or licensees, and release and hold harmless **HLA**, its employees, agents and assigns from any and all liability for damage to the Vessel that is related to or arising from use of the dock or use of any property or equipment by any person, whether caused by negligence or otherwise.
 - d. Immediately notify and provide **HLA** with any changes of Insurance (EOI) to show that the required coverages remain in force at all times during the term of

this Agreement or any renewal thereof. This EOI may be in the form of the declaration page(s) of the policy(ies), certificates of coverage from insurer(s), copies of the policies themselves, or some combination. Whatever the form, the EOI shall expressly name **HLA** as an additional insured as required under Section 1 herein.

- e. Require any employees or contractors who come onto **HLA** premises to work on the Vessel or to engage in any dock related work to provide proof of current insurance that adequately covers liability to third parties for personal injury or property damage. Upon request, **OWNER** and **TENANT** will provide an EOI to **HLA** to verify compliance with this requirement.
 - f. Reimburse **HLA** for any damage to the docks or surrounding property that **OWNER**, **TENANT**, or **OWNER**'s or **TENANT**'s guests or invitees cause, in accordance with this Agreement.
8. **LEASE OF USE RIGHTS:** **OWNER** may lease dock use rights under this Agreement to a tenant who **HLA** approved to reside in **OWNER**'s Property. Any lease agreement with a tenant must provide, and if it does not do so expressly shall be deemed to provide, that **OWNER** leases the use rights to the tenant subject to all rights, obligations, and limitations under this Agreement, including the approved LOA hereunder, and tenant agrees to assume the rights and obligations of **OWNER** under this Agreement. **OWNER** agrees that leasing dock use rights does not release **OWNER** from the obligations of this Agreement. **OWNER** agrees to act as the guarantor of the Tenant for performance of this Agreement, including payment to **HLA** of all monetary charges permitted under this Agreement and the governing documents of **HLA**, and acknowledges that approval of a lease does not waive **HLA**'s rights to collect such charges from **OWNER** pursuant to this Agreement and the governing documents. If **OWNER** executed this Agreement for **OWNER**'s benefit prior to leasing the Property, the tenant assuming the rights and obligations of this Agreement shall execute a Dock Use Agreement Tenant Addendum and deliver same to **HLA** or the Dock Committee, if any, for approval prior to use of the assigned slip or dock. If the lease is silent as to the dock use rights of the tenant, it shall be presumed that the tenant was leased the dock use rights of **OWNER**. Dual usage is prohibited.
9. **NONJUDICIAL SALE OF VESSELS:** **OWNER** and **TENANT** acknowledge that the failure to pay Use Fees may subject **OWNER** and **TENANT** to a proceeding under Section 328.17, Florida Statutes, which provides for the non-judicial sale of vessels. **OWNER**, **TENANT**, and the undersigned Vessel Co-Owner, if any, agree to take any and all actions that are necessary for **HLA** to perfect the lien on the Vessel, including but not limited to, executing required Notices of Lien and any other documents.
10. **VESSEL ARREST UNDER FEDERAL LAW:** **OWNER** and **TENANT** acknowledge that **HLA** is consider a supplier of "*necessaries*" as provided under 46 U.S.C. § 31342, and that the failure to pay Use Fees or other qualified charges under this Agreement may subject **OWNER** or **TENANT** to a proceeding pursuant to the Federal Maritime Lien Act.
11. **OTHER REMEDIES:** **OWNER** and **TENANT** acknowledge that **HLA** has remedies for breach of said Agreement, including non-payment of Use Fees and violations pursuant the

Declaration, Amendments, and provisions of Chapter 718, Florida Statutes, including but not limited to, Individual Special Assessments and Injunctive Relief.

12. **INCLEMENT WEATHER:** *OWNER* and *TENANT* shall take all reasonable action to remove or secure the Vessel in compliance with Florida law and any directives from *HLA*, as to the proper securing of the Vessel, if a tropical storm and/or hurricane watch or warning is issued. Should *OWNER* or *TENANT* fail to remove or properly secure the Vessel, *HLA* may take reasonable actions to remove or secure the Vessel to minimize damage, and may charge *OWNER* or *TENANT* a reasonable Storm/Hurricane Service Fee for any such service rendered. Notwithstanding, *HLA*'s mere right or election to remove or secure the Vessel shall not be deemed an assumption of any duty of care as to the Vessel, and *HLA* will not be responsible for any damage to the Vessel. *OWNER* and *TENANT* agree to hold *HLA* harmless for any damage to the Vessel that may result from the removal or securing of the Vessel, where *OWNER* or *TENANT* failed to remove or properly secure the Vessel as required.

13. **DISPUTES AND REMEDIES:**

a. **Informal Negotiation:** Any disputes or disagreements that may arise between *HLA*, *OWNER*, or *TENANT* in connection with this Agreement shall initially be dealt with through informal communication and discussion. All parties commit to try to resolve any differences by amicable, informal negotiation.

b. **Formalization of Differences:** If informal negotiation does not resolve the dispute, each party with a concern or complaint shall submit a written complaint to the other party enumerating the specific issues and the remedy sought. The parties pledge to work together amicably to resolve their differences.

c. **Arbitration or Mediation:** If after reasonable attempts the parties cannot resolve the dispute based on the formalized complaint, the parties agree to submit the dispute to arbitration or mediation if the dispute qualifies under Chapter 718, Fla. Stat., as a "Dispute."

d. **Litigation:** Subsections (a) through (b) hereunder are prerequisites to the filing of a lawsuit based on the breach of this Agreement. A failure to resolve any dispute does not operate as a waiver of any legal or equitable remedy that is otherwise available to the parties.

14. **ATTORNEY'S FEES:** *HLA* shall be entitled to recover from *OWNER* and *TENANT* any legal expenses or other costs incurred in the enforcement of this Agreement, including but not limited to attorney's fees at the trial and appellate levels, and regardless of whether a lawsuit is filed.

15. **GOVERNING LAW:** This Agreement is governed by the laws of the State of Florida, and venue shall be in the courts in and for Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has read and agrees to the terms of this Agreement.

HERITAGE LANDINGS ASSOCIATION, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Name: _____

Date: _____

VESSEL CO-OWNER

Signature: _____

Name: _____

Date: _____

TENANT

Signature: _____

Name: _____

Date: _____

VESSEL CO-OWNER

Signature: _____

Name: _____

Date: _____

**HERITAGE LANDINGS ASSOCIATION, INC.
DOCK USE AGREEMENT TENANT ADDENDUM**

This Dock Use Agreement Tenant Addendum (“Addendum”) is between the **HERITAGE LANDINGS ASSOCIATION, INC. (“HLA”)**, _____, the approved tenant(s) residing at the Property (“**TENANT**”), and _____ (“**OWNER**”), an HLA member in good standing within the Heritage Landings Association, (3031, 3111, and 3021 N.E. 51st Street, Fort Lauderdale, FL 33308), upon the following terms and conditions:

WHEREAS, OWNER executed that Dock Use Agreement dated _____, 20____, for the benefit of **OWNER**, and desires to lease such dock use rights to **TENANT**;

WHEREAS, TENANT executed an agreement with **OWNER** to lease the Property and has also obtained leased dock use rights;

WHEREAS, HLA approved the lease agreement between **OWNER** and **TENANT** and approves the lease of **OWNER**’s dock use rights to **TENANT**;

NOW HERETOFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. **OWNER** agrees and understands that the lease of dock use rights entitles only **TENANT** and their guests, invitees or licensees to use the slip or dock assigned to **OWNER** under the Dock Use Agreement, and that **OWNER** will not be released from the Dock Use Agreement as a result of the lease of the dock use rights.

3. **TENANT** has read and agrees to assume the rights, obligations and limitations of the Dock Use Agreement, which is incorporated herein by reference, and represents that the information provided below is true and correct to the best of **TENANT**’s knowledge as follows:

A. VESSEL INFORMATION:

Vessel Owner Name: _____

HLA Unit Address: _____ (“Property”)

Phone Number: _____

Vessel Co-Owner Name: _____ (“Vessel Co-Owner”)

HLA Unit Address (Mailing Address otherwise): _____

Phone Number: _____

Co-Ownership on Title: ___ In the Alternative (“OR”) ___ In Conjunction (“AND”)

Emergency Contact Name: _____

Phone Number: _____

Email Address: _____

Vessel Slip/Dock Number: _____ Annual/Monthly Fee: See Fee Schedule
Boat Name: _____ (“Vessel”) Description: _____
Make/Model: _____ Length: _____ Mfg Year: _____
Type: _____ Serial No.: _____
Motor No.: _____ Registration State/No.: _____

TENANT shall attach the Registration and a copy of the Certificate of Title at the time of application and, to the extent applicable, shall comply with all laws related to Registration reciprocity, including Section 328.58, Florida Statutes.

Vessel Insurance Information: (Certificate and Policy must be provided prior to finalization of Agreement.)

Insurance Carrier: _____

Insured’s Name: _____

Agent Name: _____

Agent Address: _____

Policy No.: _____ Policy Exp. Date: _____

TENANT shall present proof of a minimum of \$1,000,000.00 in boat liability insurance per occurrence and property damage insurance at the time of executing this Agreement, must name **HLA** as an additional insured, and must maintain such insurance for the term of the Agreement and thereafter at each renewal. Any lapse in coverage will be deemed a breach of this Agreement and subject the Vessel to immediate removal.

B. TERM: This Addendum shall run from the date it is executed (see below) through the ___ day of _____, 20__.

IN WITNESS WHEREOF, the undersigned has read and agrees to the terms of this Addendum.

HERITAGE LANDINGS ASSOCIATION, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Name: _____

Date: _____

VESSEL CO-OWNER

Signature: _____

Name: _____

Date: _____

TENANT

Signature: _____

Name: _____

Date: _____

VESSEL CO-OWNER

Signature: _____

Name: _____

Date: _____