

# Hillsboro Mile Ocean Apts. Section 4

1039 Hillsboro Mile  
Hillsboro Beach, FL 33062

## **Schedule A-Application for Lease**

*(please print all information)*

Owners Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone \_\_\_\_\_ Business phone \_\_\_\_\_

Type of Boat: Sail \_\_\_\_\_ Power \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Make of Boat, \_\_\_\_\_ Model \_\_\_\_\_ Registration (VIN) \_\_\_\_\_

Insurance Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy#: \_\_\_\_\_

Property Damage: \_\_\_\_\_ Liability: \_\_\_\_\_

Application for Dock Space: \_\_\_\_\_ (numbered 1 thru 4, south to north)

- ❖ *This application is for a one year lease on Dock space at 1039 Hillsboro Mile.*
- ❖ *Rent is \$125.00 per slip per month and will be paid quarterly in advance .*
- ❖ *Copy of Title, current Registration and proof of insurance must be on file*
- ❖ *The maximum length of boat is not to exceed the appropriate size of the slip leased. Board reserves the right to consider each boat individually on LOA and beam.*
- ❖ *It is available only to stockholders of 1039 Hillsboro Mile and is granted subject to the rules and regulations set forth below:*

- 1) 1039 Hillsboro Mile Ocean Apts. Section 4, Inc shall have a lien against the above described boat, her appurtenance and contents for unpaid sums due for service, or for damage caused by above described boat or by Owner to any docks or property of the 1039 Hillsboro Mile Ocean Apts. Section 4.
- 2) This agreement is for the use of the pier space only by the specified vessel and it's insurance above and as such, is to be used at the sole risk of Owner. 1039 Hillsboro Mile Section 4, Inc shall not be liable for the care or protection of the boat (including the gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, contents, gear or equipment or to persons or other property howsoever occasioned.
- 3) This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:
  - a) By destruction of the anchorage facilities by fire, storm or other calamity
  - b) In the event Owner shall make a bona fide sale of the boat listed in this agreement.
  - c) By breach or default as provided in paragraph 4
  - d) By sale of the Apartment at 1039 Hillsboro Mile
- 4) Owner agrees to comply with all posted rules and regulations on the attached schedule C.
- 5) Upon application for this lease and thereafter a leaseholder, the applicant must be a shareholder in good standing of 1039 Hillsboro Mile Ocean Apts.

*Please Note:*

- ❖ ***This is an annual agreement which must be renewed yearly.***
- ❖ *All the information on dock space agreement must be completed and signed before it can be considered (in essence, one must own a boat, have proper insurance and registration, etc.)*
- ❖ *No vessel with a head can be placed in the marina if it does not have a holding tank.*
- ❖ *All leaseholders shall notify the Board or the Dock Committee of periods when the slip will be vacant to enable temporary usage to other stockholders as a guest dock.*

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

(Owner of Boat)

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

## Hillsboro Mile Ocean Apts. Section 4

### Schedule B-Dock

#### Who Has Priority

#### **Considerations:**

- ❖ An owner who has had a boat at the dock the previous year and is applying for renewal of the lease he/she will receive priority consideration for his/her dockage first.
- ❖ Then consideration to the boat owners who have applied for a slip in order from the waiting list.
- ❖ Boat owners must notify the Board their intentions if they do not expect to use the facilities for their registered vessel, or upon the sale of said vessel.
- ❖ Boat owners who have sold their vessel have 90 days to purchase a new boat and keep their slip if they have continued paying for their slip.
- ❖ Where leaseholders have notified the Board that a slip will be vacant for a portion of the lease term, the Board shall make the slip as available to Owners/guests governed by the rules in Schedule C
- ❖ When a dock space becomes available, the next shareholder in line on the waiting list will have 60 days to get Board approval of the type, size of vessel they intend to purchase and place in the dock space.
- ❖ Upon completion of their purchase, the dock space application is to be filled out and kept on file with the Board.

# **Hillsboro Mile Ocean Apts. Section 4**

## **Schedule C-Boat Etiquette and Requirements:**

1. When a boat enters the dock area, it immediately comes under the jurisdiction of 1039 Hillsboro Mile Ocean Apts. Section 4
2. Only pleasure boats, in good condition, shall be admitted to berthing areas.
3. Boats leaving for an extended period of time will notify the Board of 1039 Hillsboro Mile Ocean Apts, Sec4. The Board reserves the right to use all docks when notified of vacancy for an extended amount of time.
4. Refuse shall not be thrown overboard. Garbage shall be deposited in dumpster. No person shall discharge oil, spirits, inflammable liquids or oily bilges into the dock area.
5. Noise shall be always kept to a minimum. Patrons shall use discretion in operating engines, generators, radios, and television sets, so as not to create a nuisance or disturbance.
6. What is considered disorder, depredations, or indecorous conduct by the owner or his guests will be defined by the sole discretion of the Board.
7. Advertising or soliciting shall not be permitted on any boat within the Marina.
8. Boat owners shall not store supplies, materials, hoses, lines, or debris on the walkway, and shall not construct thereon any lockers, chest, cabinets or similar structures, except with written approval of the 1039 Board. Painting, scraping, or repairing of gear shall not be permitted on the docks or walkways. Extent of repairs and maintenance shall be at the discretion of management.
9. Transfer of boats between slips, or from one slip to another slip, shall not be allowed without permission of the Board.
10. Laundry shall not be hung on boats, docks, or finger piers in the dock area, nor shall "for sale" signs be put online boats.
11. All personal property must be removed from dock area when dockage is terminated.
12. 1039 Hillsboro Mile Section 4 is not responsible for any losses or damage to boats in the dock area. However, you as the owner are held responsible for damage to other boats while in the dock area and the same applies if you damage any marine structure. If your boat sinks, raise and remove it from the marina immediately.
13. Boats are not allowed to be refueled or have its oil changed in the dock area.

14. Boats must be properly moored with lines and fenders adequate in size and strength to protect the dock and other boats from damage. If any storm is forecast, the boat must be properly secured or removed. Owners must be available by phone contact and have emergency numbers provided.
15. If a hurricane warning is given, boats are to be removed from dock area. Failure to remove a boat during a hurricane will result in total liability for any damage caused by the boat.
16. Owner of the boat must be a shareholder of 1039 Hillsboro Mile Ocean Apts. Section 4 Inc.
17. The maximum length of boat is not to exceed the appropriate size of the slip leased. The Board reserves the right to consider each boat individually on LOA and beam.
18. Waverunners and jet powered watercraft are required to be on a Board approved floating docks.
19. Non-motorized watercraft such as Kayaks and Stand-Up Paddle Boards are excluded for slip leasing.
20. Living aboard the boat overnight is not permitted.
21. 1039 Hillsboro Mile Ocean Apts Board may assess a utility fee to all users of dockage facilities.
22. The boat described in the application must actually utilize the slip for at least a portion of the lease term to retain priority for renewal. If the dock is not utilized then that boat and owner may lose their priority for the next year.
23. If a stockholder sells his/her unit during the lease option period, the lease is terminated on the closing date with no refund for unused time.
24. Four slips will be offered for lease. Slip spaces are numbered 1 – 4, south to north. Unused(specified) slips will be made available to all stockholders or their guests as a transient dock and will be limited to one day.
25. Overnight docking in such an instance is limited to one night at no cost. Notice must be given to the Board and a copy Insurance must be put on file and a hold harmless agreement signed.
26. Any Stockholder using the docks whether leased or transient shall have on file with the Board, a copy of the Title, current Registration and evidence of insurance.

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Hillsboro Beach, FL 33062

### Schedule D-Application & Registration for Guest/Transient

(please print all information)

Unit Owner Responsible for Guest: Unit No. \_\_\_\_\_ Name: \_\_\_\_\_

Vessel Owners Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone \_\_\_\_\_ Business phone \_\_\_\_\_

Type of Boat: Sail \_\_\_\_\_ Power \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Make of Boat, \_\_\_\_\_ Model \_\_\_\_\_ Registration (VIN) \_\_\_\_\_

Insurance Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy#: \_\_\_\_\_

Property Damage: \_\_\_\_\_ Liability: \_\_\_\_\_

Dock Space: \_\_\_\_\_ (numbered 1 thru 4, south to north)

- ❖ *This application/registration is for guest/transient Dock space at 1039 Hillsboro Mile.*
- ❖ *Copy of Vessel Title, current Registration and proof of insurance must be on file.*
- ❖ *The maximum length of boat is not to exceed the appropriate size of the slip leased. Board reserves the right to consider each boat individually on LOA and beam.*
- ❖ *It is **available only to stockholders of 1039 Hillsboro Mile** and is granted subject to the rules and regulations set forth below:*

- 1 *1039 Hillsboro Mile Ocean Apts. Section 4, Inc shall have a lien against the above described boat, her appurtenance and contents for unpaid sums due for service, or for damage caused by above described boat or by Owner to any docks or property of the 1039 Hillsboro Mile Ocean Apts. Section 4.*
- 2 *This agreement is for the temporary use of the Dock Space only by the specified vessel and it's insurance above and as such, is to be used at the sole risk of Owner. 1039 Hillsboro Mile Section 4, Inc shall not be liable for the care or protection of the boat (including the gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, contents, gear or equipment or to persons or other property howsoever occasioned.*
- 3 *Owner and guests agrees to comply with all posted rules and regulations on the attached schedule C.*
- 4 *Upon application for this privilege the applicant must be a shareholder in good standing of 1039 Hillsboro Mile Ocean Apts.*
- 5 *Four slips will be offered for lease. Unused slips will be made available to all stockholders or their guests as a transient dock and will be limited to one day.*
- 6 *Overnight docking in such an instance is limited to one night at no cost with prior approval.*
- 7 *Notice must be given to the Board prior to arrival and a copy of Insurance must be put on file and a hold harmless agreement signed.*

**Please Note:**

- ❖ *All the information on application must be completed and signed before it can be considered (in essence, one must own a boat, have proper insurance and registration, etc.)*
- ❖ *No boat can be placed in the marina if it does not have a holding tank for the head.*
- ❖ *All leaseholders shall notify the Board prior to using the applied for dock space.*
- ❖ *Approval from the Board needs to be available when in question.*

**Signature:** \_\_\_\_\_

**(Owner of Boat)**

**Date:** \_\_\_\_\_