

**ANDALUCIA YACHT CLUB  
SLIP LICENSE AGREEMENT**

INITIAL SLIP ASSIGNED:           C-15          

This Slip License Agreement is made between the ANDALUCIA YACHT CLUB (the "Club") and the person stated below as the ANDALUCIA YACHT CLUB MEMBER (the "Member").

MEMBER: \_\_\_\_\_  
ANDALUCIA ADDRESS: \_\_\_\_\_  
MEMBER PHONE: Home: \_\_\_\_\_ Work: \_\_\_\_\_  
CLUB EMERGENCY CONTACT: \_\_\_\_\_  
TENANT NAME: \_\_\_\_\_  
TENANT ADDRESS: \_\_\_\_\_  
TENANT TELEPHONE: Home: \_\_\_\_\_ Work: \_\_\_\_\_  
TENANT EMERGENCY CONTACT: \_\_\_\_\_  
NAME ON VESSEL TITLE (COPY ATTACHED): \_\_\_\_\_  
VESSEL NAME: \_\_\_\_\_ MAKE: \_\_\_\_\_ YEAR MADE: \_\_\_\_\_  
VESSEL TYPE: \_\_\_\_\_ LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
POWER: Inboard \_\_\_\_\_ Outboard \_\_\_\_\_ I-O \_\_\_\_\_ None \_\_\_\_\_  
COLOR: Hull \_\_\_\_\_ Deck \_\_\_\_\_  
REGISTRATION NO. \_\_\_\_\_ VHF CALL SIGN: \_\_\_\_\_  
INSURED BY: \_\_\_\_\_ POLICY NO: \_\_\_\_\_  
POLICY LIMIT: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
COPY OF POLICY OR CERTIFICATE OF INSURANCE ATTACHED: \_\_\_\_\_  
PHOTOGRAPH OF VESSEL ATTACHED: \_\_\_\_\_

1. **LICENSE:** The intention of Club and Member is to create a license for the non-commercial use of slip space only, with Club as licensor, and Member as licensee. This Agreement confers no lease hold interest upon Member. By Member's execution of this Agreement, Member agrees to abide by the Articles of Incorporation of the Club (the "Articles"), the By-Laws of the Club (the "By-Laws") and the Rules and Regulations of the Club (the "Rules"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the By-Laws.

2. **ELIGIBILITY:** Only Members of the Club are eligible for assignment of a Slip to dock a Vessel in the Facility operated by the Club. If a Member rents his/her residence in the Subdivision to a third party (a "Tenant"), the Tenant may use the Slip assigned to such Member provided that the Vessel is owned by the Tenant and is approved by the Club. If a Member wants to use a Slip to dock a Vessel not owned by such Member, such Member must request approval from the Club in writing and provide to the Club complete disclosure of the facts and circumstances surrounding such request. Any such request may be approved or disapproved in the sole discretion of the Board of the Club, and, without limiting the generality of the foregoing, if it appears that the Vessel to be moored in the Facility is or will be for the use by others who are not members of the Master Association, approval will be denied.

The Club may deny docking rights to any Member or Tenant if, in the opinion of the Board, the Vessel is unattractive, unseaworthy, or would be otherwise detrimental to the overall enjoyment of the Facility by the other Members.

3. **SLIP ASSIGNMENT:** The Club hereby agrees to assign Member the use of a Slip for the sole purpose of storing the above described Vessel ("Member's Vessel") pursuant to the terms of this Agreement. Unless otherwise approved by the Board, the only Vessel which Member shall dock in the Slip assigned to Member shall be Member's Vessel as identified above. The Slip initially assigned to Member for Member's Vessel is the Slip set forth above. Member agrees that the Club has the right to reassign Member's Vessel to the smallest Slip available that is adequate to accommodate Member's Vessel, at the Club's sole discretion. Decisions with respect to the assignment and reassignment of Slips is at the sole discretion of the Board of the Club, and may not be appealed; however, the Board shall, in making any reassignment, take into consideration the extent, if any, of any approved improvements made to the Slip by the Member. The Club will not pay for, nor reimburse, Member for any expenses incurred as a result of the reassignment of a Slip.

4. **TAMPA PORT AUTHORITY SUBMERGED LAND LEASE:** The submerged land on which the Slip and a large portion of the Facility are built is being leased from the Tampa Port Authority pursuant to the Submerged Land Lease. The term of the Submerged Land Lease began on October 1, 1992, and expires on February 28, 1998. The Submerged Land Lease allows for an extension of the lease for five years to February 28, 2003, provided all rules and regulations are being followed. The Tampa Port Authority is to be paid an annual lease fee at the beginning of each Lease Year (as defined in the Submerged Land Lease). The cost for same shall be borne by the Members and will be included in the annual maintenance assessment established by the Board as provided in the By-Laws and paid by the Members in their monthly installments of such assessment. By signing this Agreement, Member acknowledges that he/she has read the Submerged Land Lease and agrees to abide by the terms thereof.

5. **MAINTENANCE ASSESSMENTS:** Pursuant to the By-Laws, the Board shall annually (i) establish and adopt an operating budget for the Club and (ii) levy an annual assessment for operating expenses in accordance with such budget. Member hereby agrees to pay the monthly installments of such annual assessment on or before the 1st day of each month during the fiscal year of the Club. Member agrees that, in the event that any installment is not paid when due, a handling fee shall be payable by Member as provided in the By-Laws and the Club shall be entitled to pursue such remedies as are provided in the By-Laws.

6. **SPECIAL ASSESSMENTS:** Member agrees to pay special assessments levied by the Board pursuant to the terms of the Articles and By-Laws.

7. **RULES AND REGULATIONS:** Member and guests must comply with the Rules of the Club and those imposed by governmental authorities. Violation of any of the Rules or breach of any term or provision of this Agreement can result in the termination of this Agreement as provided in the By-Laws. Member agrees not to permit the Slip to be used for any other purpose than docking Member's Vessel, and Member shall be responsible for instructing all guests to follow the Rules. No alterations or additions can be made to the Slip without the prior approval of the Board.

It is hereby understood and agreed that the Rules may be changed periodically at the sole discretion of the Board. Prior to implementing any such changes in the Rules, the Club shall provide Member with fifteen (15) days written notice to be sent by mail to the address stated above.

8. **TRANSFER OF LICENSE:** This Agreement is non-transferrable. However, Member may assign Member's rights under this Agreement to a Tenant. Further, from and after the time that all memberships in the Club have been assigned to Members other than Developer, a Member may assign Member's rights under this Agreement to, in addition to a Tenant, (a) members of the Master Association or (b) the tenant of a member of the Master Association, subject to such rules and regulations as the Board may establish and on the form of assignment approved and authorized for use by Board from time.

9. **TERM:** This Agreement is automatically cancelled if: (a) the Member ceases to own a Lot or home in Andalucia Subdivision, Bella Mar Replat, Tarifa Subdivision, Villas at Andalucia Subdivision, Flat Island Subdivision, or a future subdivision to be named in Parcel 38, (b) the Member chooses to discontinue his/her use of a Slip or (c) the Member ceases to be a member of the Club. This Agreement may be terminated by Club if Member does not comply with the Rules, or Member's Vessel becomes unsightly, unsafe, or has a deleterious effect on the Facility. This Agreement may be terminated by the Club as provided in the By-Laws. Notwithstanding a termination or cancellation of this Agreement, the Member may remain liable for the payment of maintenance assessments as provided in the By-Laws.

10. **LIMITATION OF CLUB'S LIABILITY:** The license granted by this Agreement is for the use of the Slip only. Such Slip shall be used at the sole risk of Member. The Club shall not be liable for the care or protection of Member's Vessel, including gear, equipment and contents, or for any loss or damage of whatever kind or manner to Member's Vessel, or contents, gear and equipment. Member has examined the Slip and the Facility and accepts the conditions of the Slip and the Facility as being adequate and safe for the storage of Member's Vessel. Member acknowledges that the Slip and the Facility is located on the shores of Bal Harbour. In addition to potential damage from storms, speeding boats may cause wakes, which could cause damage to Vessels. Member is aware of these conditions and agrees to be solely responsible for any damage

to Member's Vessel resulting from such conditions. Member agrees to be responsible for any loss or damage caused to the Facility by Member, his/her family, Tenants, employees, invitees or agents of any of the foregoing.

**11. INDEMNIFICATION:** Member agrees to indemnify and hold harmless the Club, the Developer and the Master Association from any costs, expenses, damages, and against all claims, demands, damage, and liability that may be asserted by anyone due to:

(a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to Member's Vessel, its motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Member's Vessel, or on the premises of the Club or to personal property of others on Member's Vessel or premises of the Club; and

(b) Any personal injury, death or illness arising from the occupancy or use of the Slip or the Facility, where such injury or damage is caused in any part, regardless of how slight, by the acts or omissions of the Members of the Club or any Tenants or lessees, or any of their agents, contractors, invitees or employees; and

(c) Any alleged damage, or loss of marine property, non-marine property or personal injury caused in any part, regardless of how slight, by Member, or his/her Tenants, agents, contractors, invitees or employees, or any of them.

**12. MARINE INSURANCE:** Member covenants and agrees that he/she will maintain such insurance coverages and in such amounts as are required by the By-Laws and provide proof of such insurance to the Club at all times during the term of this Agreement.

**13. EMERGENCIES:** Member hereby authorizes the Club and its employees and/or agents to move Member's Vessel as may be required in any situation, such as to avoid loss or damage to Member's Vessel or Club property. Paragraph 10, **LIMITATION OF CLUB'S LIABILITY**, and Paragraph 11, **INDEMNIFICATION**, apply to any action which the Club and its employees and/or agents may find necessary in the event of an emergency situation.

**14. ENFORCEMENT:** During the term of this Agreement, if the Club shall determine that Member is in violation of this Agreement, the Club shall give notice of the violation to Member in writing. Such notice shall state the nature of such violation and refer to the specific parts of the Agreement violated. If, after such notice, the violation continues uncured, the Board may elect to terminate the membership of Member in the manner provided in the By-Laws.

**15. LIEN:** Club shall have a lien against the Member's Vessel, its appurtenances and contents for unpaid assessments and any other sums due to the Club for any reason, including, without limitation, the use of the Facilities or other services, or damage caused or contributed to by Member's Vessel or by Member and/or Member's family, Tenants, guest, agents and/or invitees to the Facility or any other property of the Club or to any person at the Club.

**16. NON-JUDICIAL SALE:** The Club shall have the right to enforce the lien provided for in Paragraph 15 above by a non-judicial sale of Member's Vessel as provided for in the Florida Statutes and any other statutory remedy, in addition to all other remedies set forth in this Agreement and/or the By-Laws. Member will remain liable to the Club for any balance due after application of sale proceeds of Member's Vessel to the outstanding balance owed by Member.

**17. REMOVAL AND STORAGE OF MEMBER'S VESSEL:** In the event the Club terminates this Agreement as provided herein and in the By-Laws, and Member's Vessel is not removed from the Slip and the Facility, subject to the notice provision set forth in subparagraph (a) below, it is agreed that the Club may remove Member's Vessel to a storage site without incurring any liability. Member shall be responsible for paying all reasonable expenses incurred by the Club in removing Member's Vessel and property from the Slip.

(a) **NOTICE:** Member shall be given written notice by certified mail thirty (30) days prior to the schedule date for removal, sent to the address stated above for such notice.

(b) **REASSIGNMENT OF SLIP:** The Club shall have the right to assign the vacated Slip to another Member without incurring any liability.

18. **AMENDMENTS:** In the event that the Articles, By-Laws and/or Rules are amended so as to be inconsistent with the provisions of this Agreement, the Club shall have the right to alter or amend the terms and conditions of this Agreement so as to make it consistent with such amended document. In the event that this Agreement shall be so amended, written notice of such amendment shall be sent to Member by mail to the address indicated above for such notice thirty (30) days prior to the effective date of said amendment.

19. **WAIVER:** Waiver of any conditions by the Club, or its employees or agents, shall not be deemed a continuing waiver.

20. **LAWS:** 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 deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

21. **CERTIFIED MAIL:** Provisions in this Agreement providing for notice by certified mail shall be satisfied if the notice is returned without the signature receipt and said notice is posted on Member's Vessel.

Member agrees to keep the Club informed of any changes in the information set forth above, such as address, phone numbers, insurance, etc.

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MEMBER or Agent

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ANDALUCIA YACHT CLUB  
6380 Marbella Boulevard  
Apollo Beach, Florida 33572

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August 17, 1995