



KAYAK STORAGE AGREEMENT 2019

SLOT # _____ MODEL _____ SIZE _____ COLOR _____

THIS STORAGE AGREEMENT ("Agreement") made and entered into by and between **TROPIC ISLES CO-OP, INC.** ("Association") and _____ ("Resident/Licensee") and is effective as of the date last executed by the parties.

WHEREAS, the Association owns the property lying in Manatee County, Florida more specifically described as the "Kayak Storage"

WHEREAS, the Association has agreed to provide Licensee with a license to store his/her KAYAK in the Kayak Storage. The License is in the form of a signed contract issued to the Licensee.

NOW THEREFORE, in consideration of **One hundred Dollars (\$100)** and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated herein by reference.
2. **License.** Association does hereby license Licensee to the exclusive use of the Kayak Storage and the exclusive right to ingress and egress to the Kayak Storage. Use of the Kayak Storage is at the Licensee's own risk and Association shall not be responsible for any damage, theft, personal injury or other loss to Licensee that may be related to Licensee's use of the Kayak Storage. **If the Licensee is away and has his/her kayak in the Kayak Storage, the Licensee will designate another resident to remove their kayak in inclement weather. Licensee shall notify the office of such designation and have the name and contact information on file.**
3. **Fee.** Licensee agrees to pay Association, on the **first day of each year** the amount of **\$100** per year ("Fee"). The Fee is non-refundable due to termination of this Agreement and may be changed by the Tropic Isles Co-op Board of Directors from time to time.
4. **Prorated fees.** Residents paying for a kayak slot between **October and December** of any given year will pay a fee of **\$20.00**.
5. **Term.** The term of this license is beginning on **January 01** and ending on **December 31** of each year. This license may be terminated by Licensee at any time by providing written notice to the "Association". Licensee agrees to vacate the space within five (5) days of receipt of written notice.
6. **Nondisturbance.** Licensee agrees not to build, construct or place any buildings, structures, barriers anywhere in or on the Kayak Storage; and agrees further not to obstruct or hinder the access of any other party to, from or within the Kayak Storage in any way.
7. **Damage.** In the event of any damage to the Kayak Storage caused by Licensee, Licensee shall report the damage to the Tropic Isles Office and repair and replace same within thirty (30) days of infliction of said damage, to the extent necessary to return the area to its condition immediately before the infliction of said damage and in accordance with all applicable local, county, state and federal regulations, requirements, or permits; and Licensee shall bear the costs for said repair and replacement of the damaged area. Licensee shall indemnify and hold the Association harmless against any loss, cost, damage, suit, action or claim (collectively referred to as "Claims") arising out of Licensee's use of the property described herein or the performance of its obligations hereunder and shall pay any reasonable costs and attorney's fees incurred by Association as a result of any Claims arising out of the Licensee's use of the Kayak Storage

8. **Laws.** Licensee agrees to comply with all orders, laws, rules, and regulations of every kind relating to the subject property, now or hereafter in effect of the local, county, state and federal or other governmental authorities, including but not limited to those relating to hazardous substances, hazardous waste, pollutants or contaminants, applicable to the manner of Licensee's use. Licensee shall pay all costs and expenses incidental to such compliance and will indemnify and hold Association harmless by reason of any notice, violation or penalty filed against or imposed upon the subject property or against the Association due to Licensee's failure to comply with the provisions herein. Licensee agrees to indemnify and hold harmless the Association from and against all judgments, decrees, penalties, costs and expenses as a result of such non-compliance of the terms herein.

9. **Right to Cure.** Notwithstanding the foregoing, in the event that Licensee fails to perform its obligations hereunder, Association may terminate this agreement. Licensee agrees to vacate the space within five (5) days of receipt of notification of termination by Association.

10. **Governing Law.** The law of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement and the parties agree that venue shall lie in Manatee County, Florida.

11. **Assignability.** The license privileges provided hereunder shall be assignable as per Licensee's discretion.

12. **Lease.** This agreement can be sublet, during the Licensee's term by the Licensee. Licensee shall provide the name and contact number of the Sublicensee to the Tropic Isles Office. If Licensee is to be away and their slot is empty, Licensee may give permission to the Association to sublet their slot during a specific length of time

13. **Licensee** agrees to abide by all Kayak Storage/Kayak Launch Center policies attached to this license.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date last written below.

ASSOCIATION / TROPIC ISLES CO-OP INC:

Signed By: _____

Print Name: _____

As its: _____

Date Stamp Received:

LICENSEE /RESIDENT:

Signed By: _____

Print Name: _____

Address: _____

Email: _____

Contact phone: _____

Date: _____

CHECK #:
AMOUNT:

Kayak Storage Policies

1. The Kayak Storage site is open only to residents of Tropic Isles and current non-resident boat club members, upon completion and payment of the required annual license fee as set by the Tropic Isles Co-op Board of Directors. Resident is responsible for securing his/her kayak to the storage rack.
2. Anyone wishing to store a kayak must complete a Kayak License Agreement at the Co-op Office and pay the yearly fee.

3. The Kayak Storage area has limited storage capacity and is available on a first-come-first-served basis. Due to limited space only **two (2) spaces will be allocated to each household**.
4. The lease term is **January 1 to December 31** of any given year. No refunds of the license fee or partial year payments are allowed. Any resident securing a slot for the year has the right to sublet his/her slot if said slot is not being used by the Licensee. In such event, Licensee should notify office so that a License sticker can be issued to the Sublicensee. If there are any unrented slots for the year and an eligible resident desires to use the Kayak Storage for a period of time less than one year, the Tropic Isles Co-op Office can do so at their discretion and at a price determined by Tropic Isles Co-Op.
5. Annual Agreement Renewals: Current agreement holders, who are paid in full and in compliance with all of the policies governing the Kayak Storage use, have first refusal of their existing slot. If other slots become available, current agreement holders can opt for a new slot on a first come first served basis.
6. Residents must be in good standing with the Co-op in order to be eligible for a Kayak Storage or renewal. A member in good standing is one who owes no fees or monies to the Co-op and is in compliance with the governing documents of the Co-op.
7. **Failure to pay Fee by January 10th of each year will result in a \$25 late fee.** The registered owner will be notified in person, by phone, email, by leaving a notice affixed to the kayak or mailing informing that unless the fee is paid **within ten (10) day of this notification, the kayak may be removed and impounded.**
8. For safety reasons, Kayakers are encouraged to use the Float Plan Log located on the sign in front of the Kayak Launch showing directions on how to correctly use the Kayak Launch. Kayakers should also follow the other safety measures which include life jackets, whistle (or other sound producing device) and a light for night kayaking.
9. Please be respectful of neighboring homes when using the Kayak Launch Center. Keep noise to a minimum and clean up the area of your belongings (including trash) before leaving.
10. Use the provided water hose to wash your kayak and the Kayak Launch after use and make sure water is turned off before leaving.

