

Anchorage at Jonathan's Landing Marina

The Anchorage at Jonathan's Landing
Condominium Association, Inc.
c/o Bristol Management Services, Inc.
1930 Commerce Lane, Suite 1
Jupiter, FL 33458
PHONE 561-575-3551 FAX 561-575-5423

Thank you for your interest in the Anchorage at Jonathan's Landing Marina. Please find enclosed your Bailment Application. Please take time to review and provide all information. Once complete, either fax back to Bristol Management at **561-575-3551** or email a scanned version to James@BristolManagement.com. If you would like to hand deliver your completed application, simply drop off at 1930 Commerce Lane, Suite 1, Jupiter, FL 33458. Upon receipt, the application will be reviewed and you will be contacted with final billing information and slip assignment. If you have any questions, please call me directly at 561-427-0687. Please note, copies of your insurance policy and registration must be attached to your final application.

Warm Regards,

James Hotchkiss

James Hotchkiss, LCAM, CMCA

For and on behalf of the Anchorage at Jonathan's Landing COA Board of Directors.

Enc. Bailment Application
 Bailment Agreement
 Slip Lease Rates
 Rules and Regulations
 Storm Preparedness Plan

BAILMENT APPLICATION

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Condominium Association, Inc.
c/o Bristol Management Services, Inc.
1930 Commerce Lane, Suite 1
Jupiter, FL 33458
PHONE 561-575-3551 FAX 561-575-5423

OWNER/APPLICANT: _____
Signature Print Name

OWNER/APPLICANT: _____
Signature Print Name

LOCAL ADDRESS: _____
Street Apt. #
_____ City State Zip

BILLING ADDRESS: _____
Street Apt. #
_____ City State Zip

PHONE: _____ FAX: _____ EMAIL: _____

SPONSOR: _____ TELEPHONE: _____

VESSEL NAME: _____ VESSEL MAKE: _____

LENGTH (LOA): _____ COLOR: _____

TYPE: INBOARD _____ OUTBOARD _____ I/O _____ SAIL _____

INCLUDES: AIR COND. ___ DEHUMID ___ REFRIG ___ BATTERY CHG ___

SHORE POWER REQUIRED: 30A _____ 50A/Double 30A _____ Non-standard 30A _____

FL. REGISTRATION #: _____ USCG DOC. #: _____

INSURANCE NAME/PHONE #: _____

INSURANCE POLICY #: _____

ELECTRICITY CHARGE: 30A service _____ 50A (or double 30A) _____ 30A Non-standard service _____

ANCHORAGE RESIDENT: Yes _____ No _____

TWELVE MONTH COURTESY DISCOUNT: Yes _____ No _____

BAILMENT TERM: START DATE _____ END DATE _____

DESIRED SLIP #: _____

***** FOR INTERNAL OFFICE USE ONLY *****

APPROVED BY: _____ ASSIGNED SLIP #: _____

MONTHLY SLIP FEE (WITH ALL FEES/DISCOUNTS/TAXES): _____

SECURITY DEPOSIT REQUIRED: _____ PREPAID SLIP FEE REQUIRED: _____

BAILMENT AGREEMENT

The Bailment Agreement is entered into by the following bailer, hereinafter referred to as the "Owner", and Bailee, The Anchorage at Jonathan's Landing Condominium Association, Inc., Marina, hereinafter referred to as the "Association", whereby in return for certain monies to be paid by the Owner, the Association grants to the Owner the right to store the following described boat in an adequate space under the conditions described below. Anchorage residents shall have the right of first refusal to any vacant slip in the Anchorage marina.

1. This Bailment Agreement shall be deemed a bailment for hire and shall be governed exclusively by the terms and conditions stated herein. This Bailment Agreement contains the entire understanding of the parties and may not be modified except in writing signed by both parties.
2. The Association makes no warranties or representations concerning security of the premises, or about having an agent or employee on the premises.
3. It is expressly agreed by the Owner that the Association is not in any way an insurer of the Owner's property or family, guests, employees, or agents. The Owner is responsible for properly insuring the vessel. **A certificate of current insurance accompanying this Bailment Agreement is required.**
4. The Association shall not be liable for personal injury, loss of life, property loss or property damage to the Owner's boat, motor, accessories or its contents due to fire, theft, vandalism, collision, Marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the ordinary negligence of the association, its employees, agents or third parties. The Association shall not be liable for any acts beyond its control including any failure of marina equipment that make it difficult or impossible for the owner to use the boat.
5. The Owner for himself/herself, his/her family, guests, employees, agents, heirs, and assigns hereby releases and agrees to indemnify and hold harmless the Association and all of its employees and agents for any and all liability for personal injury, loss of life and property damage:
 - a. arising out of the use of the storage space or negligence of Association personnel;
 - b. in connection with the Owners boat, motor and accessories while it is on the premises or while it is being moved or while in the water moored to the Association's docks;
 - c. for loss or damage to the Owners boat, motor, accessories or contents thereof, or Owner's car or personal property in or around the dock area, due to fire, theft, vandalism, collision, and marina equipment failure, windstorm, rain, a hurricane or other casualty loss. The indemnification provided herein shall include all costs, expenses and reasonable attorney's fees including appellate attorneys fees incurred by the Association and the defense of any action based on the foregoing, including any action brought by the Owner, their family, guest, agents, or assigns.
6. Slips will be assigned based on boat size determined as length overall (LOA). Over sized vessels will not be allowed in slips of inadequate size. The Association reserves the right

- to measure all vessels in determining length associated with slip size and the Association's determination is final.
7. The Owner agrees to comply with all the posted Rules and Regulations attached, as fully as though they were set forth herein, and should breach of this agreement occur it will terminate immediately, and the Association may remove the boat from the mooring space at the Owner's risk and expense and retake possession of the mooring space.
 8. All charges must be paid in full before the boat will be permitted to leave the marina. To secure payment of storage fees and other services or materials rendered to or supplied to the Owner, the Owner hereby grants to the Association a lien upon the boat, motor, or its accessories. In the event that storage fees have not been paid for a period of six months after becoming due, then it is hereby mutually agreed between the Owner and the Association that the boat, motor and accessories may be sold by the Association and a non-judicial sale as provided by applicable Florida statutes Chapter 677 or Chapter 85 to satisfy the lien, in addition to any other remedy provided by law. This Agreement shall also be deemed to be a warehouse receipt. In the event that a sale is made or other collection procedures or legal action is required to collect any amount to this agreement, the Owner agrees to pay all costs of sale or collection and reasonable attorney's fees. Notice of the non-judicial sale will be mailed to the boat owner at the local address indicated in this agreement. The security deposit provided below may be used by the Association and in the time to the extent required for the payment of any sum as to which the owner is in default.
 9. The Bailment Agreement will be renewed automatically. Termination of this Bailment Agreement is the sole responsibility of the owner by mailing written notice to Bristol Management Service 30 days prior to vacating the slip. The Owner and or the Association may terminate this Agreement upon 30 days notice and after all charges against the boat have been paid, the owner may remove the boat from the Association's premises. The minimum term of this bailment agreement for storage is **THREE MONTHS** and it is mutually agreed that there will be no refund of any quarterly storage charges when this Bailment Agreement is terminated by the Owner. Any notification to the owner pursuant to any of the provisions of the Bailment Agreement will be sufficient if by mail to the mailing address shown herein.
 10. 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 null and void and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance laws of the State of Florida and the laws of the United States.
 11. Hurricane policy: In accordance with Section 59, Chapter 327 of the 2004 Florida statutes, no vessel shall be required to vacate the Anchorage Marina following the issuance of a hurricane watch or warning. However, Owners will be required to file a storm /hurricane preparedness plan as part of this Bailment Agreement specifying details as to how and by whom the vessel will be secured and the docks protected in the event of a storm or hurricane. Vessels remaining in the Anchorage Marina during a hurricane or tropical storm must be properly secured using U.S. Coast Guard approved cleats, ropes, fasteners, fenders, etc. Owners will be held liable for all damages caused by their vessels to Anchorage Association property or to other vessels.

12. The wet storage charge entitles the Owner to a slip, storage locker, guest parking, and water service. There will be an additional charge of \$35 per month for standard 30A electrical service or a charge of \$58 per month for standard 50A or double standard 30A electrical service. There will also be an additional charge of \$17 per month for trickle charging up to two batteries on an outboard boat, for powering any type of motorized boat lift or for any other use on non-standard electrical service.

13. Monthly dockage charges are billed quarterly and are due and payable on or before the first day of the first month of the quarter and are considered past due and delinquent after that 15th day of that month. In addition to the initial billing of the entire or pro-rated first quarterly charge, new tenants will be charged a security deposit equivalent to one month's lease rate based upon the current lease charges. The security deposit will be credited to the final lease payment if there are no damages or other unpaid charges outstanding. If quarterly storage is not paid within 15 days after becoming due, a late charge of **\$50** per month will be applied to the next bill. Should payments to the Association become delinquent by more than 60 days, the Association has the right to change the storage location of the boat. Further, after delinquency of 120 days, the Association may begin to pursue legal remedies available to it under existing Florida statutes, including the attachment of a lien upon the boat as granted by the owner in item 8 above.

SLIP LEASE RATES

ALL RATES ARE PER FOOT PER MONTH MEASURED LOA

Up to 22 feet	\$9.50
23 – 30 feet	\$10.50
31 – 42 feet	\$11.00
43 – 48 feet	\$11.50
49 – 60 feet	\$12.00

Minimum lease period is three months and will be billed quarterly. **There is no refund for any unused portion of the lease period.**

A security deposit of \$400 will be added to the initial invoice on all new leases. The security deposit less any assessments for damages or unpaid balances will be applied as a credit on the final billing when the lease is terminated in an orderly manner.

Monthly charge for electricity is as follows:

30A Service -- \$35 per month

50A Service or double 30A Service -- \$58 per month

Non-standard 30A Service -- \$17 per month (Standard charge for all boat lifts)

Electricity charges are subject to change due to supplier cost increases or abnormal usage

Florida sales and use taxes will be added.

Courtesy discounts of 20% are available to Anchorage residents, and of 5% to tenants who sign a 12 month lease option. Please inquire.

Lease rates are subject to change at the discretion of the Anchorage Association.

Slips will be assigned based on boat size determined as length overall (LOA). Length over all is the length of the vessel from the most forward place to the most aft place inclusive of the bow pulpit and swim platform. Over sized vessels will not be allowed in slips of inadequate size. The Association reserves the right to measure all vessels in determining length associated with slip size and the Association's determination is final.

RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for boat owners docking at The Anchorage Marina, the following rules and regulations are provided for the protection of tenants and Anchorage residents. When a boat enters the marina, the boat, crew, and guests must comply with all rules set forth herein

1. Only pleasure boats in good condition and under their own power shall be admitted to berthing areas. Each owner must make arrangements in advance for a third party to check their vessel for any anomalies that may arise during the owners' absence, and take appropriate and timely actions. If a problem is discovered that requires immediate attention; for example, inoperable bilge pump, hull leaks, broken lines, etc., the Association is authorized (but not required) to make the (or have made by reputable service technician) emergency repairs, on a best efforts basis and as economically as possible. Such repairs will be charged to the vessel owner. The Association assumes no liability and should be held harmless in the event of having made any such emergency repairs it deems necessary.
2. Under no circumstances shall anyone be permitted to "live aboard" any vessel docked at the Anchorage marina. However, on an exception basis only, permission for Anchorage resident's family members and/or guests to use vessel facilities overnight, for a limited number of days, may be obtained from the Anchorage Association Marina Committee. Vessels shall not anchor in the Marina basin except in rare and emergency situations.
3. **Boats leaving for an extended period time will notify the Association.** If no advance notice has been given, and the slip is vacated by the vessel owner for more than two weeks beyond the paid-up date, it will be assumed that the slip has been abandoned and is therefore available for lease.
4. The Rules of the Road and Navigation Laws of the United States will apply to all vessels in or approaching the marina. Idle, no wake, speed limits will be strictly enforced to protect the manatee population and to minimize excessive wake that could damage other vessels and/or dock facilities.
5. Discharge of MSD holding tanks in the marina is a violation of federal laws and is strictly prohibited.
6. Refuse shall not be thrown overboard. Garbage is to be maintained on board the vessel and deposited in onshore waste disposal containers supplied for that purpose. No person shall discharge oil, spirits, or other flammable liquids from vessels in the marina. Charcoal fires are not permitted at the docks.
7. Owners shall notify the appropriate authorities in the event of any spill or leakage of oil, gasoline or other flammable liquid into the waters of the marina. This notice shall include immediate notification of the Anchorage Marina Committee.
8. Engine or generator operation, for the purpose of maintenance or performance checks, will be limited to **10 minutes** per day between the hours of **9:00 a.m. and 4:00 pm**. Upon re-entering its slip a vessel's engines will be shut down as promptly as practical to minimize exhaust fumes.

9. **Monitoring and regulating the amount and volume of noise associated with boat activities is of paramount concern in a marina that is directly adjacent to living areas. The Anchorage Marina is a private facility and permits tenants to perform only routine maintenance, repair and upkeep of their vessels and gear between the hours of 9:00 am and 4:00 pm, October through May and 8:00 am and 5:00 pm June through September. Such work includes the normally required servicing, repair and maintenance of hulls, wood trim and bright work, engines and power train components, air conditioning and refrigeration systems, electrical and electronic systems, waste disposal and fresh water systems. The ONLY exception to this rule is an emergency situation in which the vessel is in imminent danger, When maintenance and upkeep requires the use of power tools these shall not be operated except during the approved hours and are limited to small power tools. Operators of power tools are expected to use discretion in minimizing the noise they produce. At no time shall maintenance and upkeep activities result in any damage or defacing of adjoining vessels or marina property.**
10. More extensive repairs involving major rebuilding or reconstruction of any of the systems described above are not permitted in the Anchorage Marina at any time.
11. Advertising or soliciting shall not be permitted on any boat within the marina. Neither the boat nor Marina address or phone numbers shall be used for business purposes.
12. **Swimming or diving shall not be permitted from the docks, finger piers or boats.**
13. Boat owners shall not store supplies, materials, accessories, or debris on piers or walkways and shall not construct or install thereon any lockers, chests, cabinets or similar structures except with the written approval of the Association. Painting, scraping or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenances shall be at the discretion of the association.
14. Boat owners shall not install satellite antennas, telecommunication or radio antennas, nor any other television or radio reception devices on any piling, pier or dock.
15. Fish will not be cleaned on the docks or finger piers.
16. Subleasing wet storage spaces and transfer of boats from the assigned space to another space shall not be allowed. Owner agrees that in case of emergency, the Association may move the boat from the particular space assigned to any other mooring
17. Laundry shall not be hung on boats, docks, or finger piers in the Marina, nor shall "for sale" signs be put on boats.
18. Violation of the above rules and regulations, disorder, depredation, or indecorous conduct by a tenant, their crew or guests, that might injure a person or cause damage to property of the marina shall be cause for immediate removal from the marina of the boat in question.

19. In the event of a hurricane or tropical storm, it is each owner's express responsibility to adequately secure their vessel, in accordance with their recorded Storm Preparedness Plan, using double lines and adequate spring lines to allow for a 4 ft. storm surge above mean high tide. Vessel owners will be liable for any and all damages caused by their vessels to The Anchorage Association marina, docks and facilities and to other vessels moored in the marina.

20. Leasing policy

a. All parties utilizing the docks must be 1) residents of Jonathan's Landing, or 2) sponsored by a resident of Jonathan's Landing, or 3) invited guests of the above.

b. The appropriate Marina Committee official and/or the Management Company must be notified on the docking of any vessel not currently allocated to a specific dock. Prompt compliance with this policy will avoid unnecessary concern on the part of security patrol.

c. Transient dockage is available only to Anchorage residents or their invited guests on an availability basis. A daily transient leasing fee will be established by the Marina Committee. All transient tenants are required to register their vessel with the Association and to comply with the marina Rules and Regulations.

c. A non-resident tenant will not use Association facilities other than their leased dock space, the designated marina parking areas, and the docks and connecting paths thereto.

d. Any tenant, to remain eligible, must own 50% or greater share in the vessel involved unless approved by the Association.

I, the Owner, represents that the vessel is in compliance with current Federal and State of Florida registration laws. (Out of state vessels must register in Florida at the end of 90 days.)

I, the Owner, represents that the vessel is currently insured to cover damages to Association property, other vessels, and Owner's family and/or guests, employees, and agents. Proof of ownership and proof of insurance are required to be attached to this completed Bailment Agreement.

I, the Owner, have read and fully understand the attached conditions, including Marina Rules and Regulations, and agree to abide by each and every one of them, and do hereby voluntarily enter into this Bailment Agreement with the Association, as of this

_____ day of _____, 20_____

Owner: _____
Signature

Print Name

STORM PREPAREDNESS PLAN

All slip renters are required to have and document a plan to secure their boats during a hurricane or other major storm to prevent damage to the marina and other boats. The plan must identify the methods used to secure the boat and who will be responsible (owner or captain) for making the preparations described. Neither the Anchorage Association nor its employees or service personnel are responsible for securing vessels in the marina. Any damage occurring to the owner's vessel, docks and the marina infrastructure, and other boats is the sole responsibility of the owner. The Anchorage at Jonathan's Landing will undertake actions necessary to recover repair or replacements costs associated with damage created by the owner's vessel.

EMERGENCY CONTACT INFORMATION:

Emergency Contact Name: _____

Emergency Contact Phone No.: _____

Name of Insurance Co.: _____

Insurance Policy #: _____

Insurance Co. Phone No.: _____

PREPAREDNESS PLAN:

How will you secure or remove the boat for impending hurricane or major storm?:

Who will be responsible for removing or making sure the boat is secure?:

Owner's Signature: _____

Print Name: _____

Date: _____