

COTTON BAYOU CONDOMINIUMS ASSN., INC.

(251) 981-6195 phone

BOAT DOCK AND SLIP USE AGREEMENT

This is a binding agreement between **COTTON BAYOU CONDOMINIUMS ASSN., INC.** an Alabama corporation, hereinafter referred to as "Association" and the individual boat owner, hereinafter referred to as "Boat Owner", for the privilege of use of Association docks and boat launch area.

Association hereby grants use of its pier and boating facilities to the Boat Owner, subject to the following terms and conditions:

1. **OPEN SLIP DOCKING:** Association does not reserve or assign slips to individual Boat Owners. Boat slips are available on a first come basis. No slip may be claimed on a permanent basis.
2. **All boats must be registered** with the Association office **PRIOR** to launching. Unit Boat Owners have in-and-out privileges with respect to registration. Boats visiting longer than four (4) hours must register with the office. All boats must have a marina sticker. There is a \$100 fee for the duration of the stay for rental clients.
3. Association makes no representation and there is **NO GUARANTEE** that an appropriate boat slip will be available at any time.
4. Boat slip usage is reserved for motor powered and sail boats. Jet skis and dinghies may not use slips.
5. Boat Owner may select any unoccupied slip suitable to boat size and attach non-permanent docking lines. Unoccupied slips are those with **NO** dock lines present. Any slip with dock lines attached (lines, bumpers, hoses, etc.) may not be claimed. **DO NOT** tie up over or use other lines.
6. No condominium owner (owner or renter) may have more than one (1) boat in the water at any time.
7. **Boat Size/Configuration:**
Outer Slips, north side: 38' maximum with a minimum clearance 1' each side.
Inside Slips: smaller boats appropriate to size of slip, but not to exceed 24'. Boat may not extend beyond the slip opening so as to impede traffic and movement of other boats.
8. Water and power are available at each slip at no charge. Do not use power from another slip.
9. **Do not block the boat launch ramp for any reason. After launching, immediately return your vehicle and trailer to the designated parking area under your unit. Trailers must be stowed under the unit or offsite if it does not fit.**
10. All boats must be docked and lines secured so as to avoid risk of damage to the docks and other vessels, and to avoid interference with normal traffic movement. Association reserves the right to board any boat at any time for the purpose of further securing lines and protecting Association property, but assumes no responsibility.
11. Smaller boats: please use a slip appropriate to the size of your boat.
12. If a boat is removed from the Association dock for more than fourteen (14) days, the Boat Owner must remove all dock lines from the slip and relinquish slip. If lines are not removed by the Boat Owner, Association reserves the right to remove the lines after fourteen (14) days have elapsed. The Boat Owner may reclaim the slip only if it remains unoccupied. Vacated slips may not be "held" or "claimed" by docking a smaller boat in the vacated slip if there are other slips available more appropriate in size for the smaller boat. (e.g.: a 16' runabout may not hold a slip on the outer dock.)
13. Term of Agreement: This agreement remains in effect while the Boat is at Association's dock and boating facilities, and will terminate upon its removal. In the case of a rental client, the agreement is limited to the rental term of the corresponding residential unit. In the case of a Cotton Bayou unit owner, the agreement

will terminate upon either the Boat Owner's sale of the residential unit or upon sale of the vessel. No **ownership** of a boat slip accompanies slip privileges.

14. Rental clients have the same docking privileges as owners while in residence, and must comply with all rules and regulations of the property.
15. **ALL boats (and jet skis)** must leave and return to COTTON BAYOU under strict **NO WAKE** rules.
16. **LIMITATION ON LIABILITY OF ASSOCIATION:** This agreement is for use of Association's Boat Docks, Slips and Boat Launch. Such use shall be at the sole risk of the Boat Owner as Association shall not be liable for any loss or damage of any kind to Persons, Boat, its contents, gear or equipment. Control of the Boat shall remain in Boat Owner at all times. Inspection of docks and a berthed boat by Association shall be considered an accommodation to Boat Owner from which no duty arises. Association has no responsibility to inspect mooring lines or to move vessel from its slip. Association shall not be responsible for any loss or damage to a Boat when during emergencies or dangerous circumstances Association may have relocated the vessel or changed its mooring. Boat Owners shall maintain a liability insurance policy for property damage and/or personal injury arising from their use of Boat. Association is not liable for any loss or damage caused by any act of God or by an criminal act, whether contributed to or by the negligence of Association, its employees or agents or otherwise.
17. **INDEMNIFICATION BY BOAT OWNER:** Boat Owner shall save Association, its officers, employees, directors, agents, servants, representatives harmless from any and all liability for personal injury, property damages or for loss by fire or other casualty to property resulting from or in any way connected with performance under this agreement; the Boat Owner agrees to comply with all rules and regulations of Association as set forth in this agreement and with the Rules and Regulations of the property, and should there be any breach of this agreement or violation of the Rules and Regulations the Association may terminate this agreement immediately, and Association may cause removal of the vessel from said facilities. Boat Owner agrees to indemnify and hold harmless the Association, its officers, employees, directors, agents, representatives from any loss, liability or damage, including reasonable attorney's fees, caused by Boat Owner's breach of any rules or regulations of Association.
18. **TROPICAL STORMS OR HURRICANES:** Upon the approach of a named storm, Boat Owner is responsible for removing the vessel from its slip and Association's docking facilities and water basin, or securing the vessel in a manner to prevent storm related damage to the Boat, the Association's dock and common property, or other boats. In the event the Boat Owner does not remove the Boat during such weather conditions, Boat Owner shall be individually liable to the Association for any and all damage Boat causes to the slip, the docking facilities and the property in general.

SIGNATURES:

BOAT OWNER

Date

COTTON BAYOU - Manager/Agent

Date

BOAT REGISTRATION INFORMATION:

State Registration No. _____

Name of Boat: _____

Size: _____ **Ft.** **Color:** _____

Owner Name: _____

Address (in full) _____

Telephone: (_____) _____

Insurance Company _____

Policy Number _____

COTTON BAYOU UNIT NUMBER _____

DATE IN/OUT _____