

2021-2023

***Kissimmee Bay Community
Marina Slip Parking Space Agreement***

WHEREAS, _____

(Print Name)

(Hereinafter "homeowner") and is the recorded deed owner of _____
(Print Property Address)

Who desires to utilize an assigned slip space in the Marina owned by the Kissimmee Bay Community Association, Inc. (hereinafter "Association"); and

WHEREAS, the Association is the Florida Not-For-Profit Corporate entity formed for the specific purpose of maintaining the common facilities of the Association; and

WHEREAS homeowner is desirous of being assigned a slip parking space to store a Boat in the designated slip parking lot owned by the Association as more fully agreed upon between the parties;

NOW, THEREFORE, for and in consideration of the Association extending temporary use and possession of the Marina Slip Parking Space Area, the parties agree as follows:

- 1. Homeowner shall assume and be responsible for and shall indemnify and hold Association harmless from any and all claims and demands of all parties whatsoever made against Association for damages or compensation for injuries or accidents to persons, animals, materials, tangible, and real property due or claimed to be due, either direct or indirectly, to homeowner use of the Marina Slip parking area and facilities, or to the acts or omissions of homeowner its employees, agents, successors or assigns, or any employed directly or indirectly by any of them for the use and operation of the recreational facilities which are the subject of this Agreement. The homeowner shall pay all judgments obtained by reason of accidents or injuries, including all legal costs, court expenses, and other like expenses and reasonable attorneys' fees incurred in connection with any damage or accident arising out of or in any way related to the use of the facilities.**
- 2. The parties to this Agreement expressly recognized that the Association is not required to allow the use of the slip parking space to homeowner's and this indemnification and hold harmless Agreement is, therefore, a material inducement for Association agreeing to make said facility available to the homeowner.**
- 3. Homeowner agrees to release forever and discharge Association, its employees, officers, directors, successors, and assigns from any and all claims of action and suits against Association, its employees, officers, directors, successors, and assigns which its administrators, successors, employees, officers, directors and assigns possess or could possess concerning or arising from homeowner's use of the facilities.**

Homeowner's and their administrators, successors, officers, directors, and assigns further agree to hold forever harmless, defend and indemnify Association, its employees, officers, directors, successors, and assigns from any losses, costs, damages, claims, causes of action and expenses, including reasonable attorneys' fees, resulting from or arising from any claims, actions and causes of actions asserted against Association, its employees, officers, directors, successors or assigns by any party and/or the third party concerning, directly or indirectly, the use of Association's facilities by homeowner's.

4. This Agreement shall be for a term of thirty-six (36) months from January 6, 2021, to December 31, 2023, and shall not be automatically renewed at the expiration of said Term. However, the Association Board of Directors may extend the term of this Agreement for another twelve (12) months period if the owner has not breached any terms or conditions contained in this Agreement.
5. The homeowner shall provide the Association and/or the Association Management Company a current copy of the registration documents for the Boat stored in the parking area.
6. Upon execution of this Agreement and payment of \$3,000.00 (payable to KBCA), which represents the non-refundable usage fee for thirty-six months to store one Boat. The Association will assign and issue space upon availability. If space is not available homeowner may request to be placed on a waiting list.
7. Each Boat must display the Kissimmee Bay identification sticker. The appropriate stickers issued by the Association and/or Management Company must be used.
8. Only one Boat will be assigned per parking space unless approved by the Board of Directors.
9. No parking space can be shared with any other Boat, regardless of whether Boat has an appropriately assigned and displayed Kissimmee Bay sticker.
10. The boat must be fully operational and licensed. The homeowner must provide and attach a copy of the current ID, Registration, and/or License number to the Association and/or Management Company.
11. If Boat is covered, the tarp must be a solid color and adequately secured. The tarp must be kept in excellent condition; the homeowner must replace the tarp that becomes damaged and torn.
13. In the event the homeowner violates any of the terms or conditions contained in this Agreement, the Agreement shall immediately terminate, and the Association shall have all remedies available to it at law or in equity to remove the Boat from the Slip parking area at the sole expense of the homeowner. This includes the right to tow the Boat from the slip parking facility at the owner's expense pursuant to Chapter 715, Florida Statutes.

THIS AGREEMENT is null and void if the resident is not current with their HOA dues. The resident will be notified by registered mail, at last, known address, and if dues are not paid ten (10) days after notice, the Boat will be towed at the owner's expense under Chapter 715, Florida Statutes.

THIS AGREEMENT once commenced, you have a period of thirty days to have your money refunded. After this period, no refunds can be allowed.

THIS AGREEMENT may not be changed orally. If a portion of this Agreement is held invalid, the remaining portions shall not be affected.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date set forth below. HOMEOWNER

(Owner signature)

Date Executed

(Print name)

(Phone number)

Email address _____

OFFICE

Agreement approved by: _____ **Date:** _____

Payment Amount: _____ **Check Number:** _____ **Effective Date:** _____

Sticker Number: _____ **Space Number:** _____

Boat ID #: _____ **Tag #:** _____

Revised January 6, 2021