

**COLLIER COUNTY PARKS AND RECREATION**  
**MARINA BOAT SLIP RENTAL AGREEMENT**

|                                       |        |                  |           |                |
|---------------------------------------|--------|------------------|-----------|----------------|
| Slip Space #:                         |        | Date:            |           |                |
| <b>Owner Information</b>              |        |                  |           |                |
| Owner's Name:                         |        |                  |           |                |
| Owner's Address:                      |        |                  |           |                |
| Owner's Billing Address:              |        |                  |           |                |
| Daytime Phone:                        |        | Emergency Phone: |           |                |
| <b>Boat Information</b>               |        |                  |           |                |
| Name of Vessel:                       |        | Reg. No:         |           |                |
| Manufacturer:                         |        | Design:          |           |                |
| License Plate Number of Boat Trailer: |        |                  |           |                |
| Overall Length of Boat:               |        |                  |           |                |
| <b>Contract Information</b>           |        |                  |           |                |
| Origin Date:                          |        | Renewal Date:    |           |                |
| Agreement Term:                       | Annual | Semi-Annual      | Quarterly | Month to Month |
| (circle and initial)                  |        |                  |           |                |
| Fee:                                  |        |                  |           |                |

In consideration of the above rental fee plus sales tax, the undersigned agrees to pay \$\_\_\_\_\_ Which represents an advanced payment of the rental agreement as calculated above. The undersigned acknowledges that he/she read and understands the terms and conditions as stated within this agreement and agrees to abide by them.

**TERMS AND CONDITIONS OF RENTAL AGREEMENT**

- 1) The undersigned owner, his/her guests, and agents agree to comply with all rules and regulations of this Collier County owned marina, park, and boat launch facility, hereby known as "boating facility," as specifically abated in Ordinance #76.48 which is attached hereto as Exhibit "A", and which is made a part of this agreement.
  
- 2) The boat/trailer owner/agent, herein called "Licensee", acknowledges that the Collier County Board of County Commissioners/agents, herein called "Licensors", has and shall have a lien upon the subject vessel, her appurtenances and contents, for all unpaid sums due to Licensors, for the use of its boating facility and/or the other services, or for damages caused or contributed to by the boat/trailer and/or the owner, his guests, and/or agents, to any docks, slips, or other property of the Licensors, or other person at the forbearing boat/trailer facility. In the event that fees and charges as aforesaid are not paid when due and such non-payment is continued for (6) six months, the boat/trailer may be sold at a public or private non-judicial sale in accordance with provisions of Section 328.17, Florida Statutes, with notice of such non-judicial sale to be mailed to the boat owner's address as shown within this License. **NO BOAT/TRAILER IS**

**TO BE REMOVED FROM ITS SPACE UNTIL ALL CHARGES FOR DOCKAGE, STORAGE, SERVICE, AND/OR MATERIALS HAVE BEEN PAID IN FULL.**

- 3) This agreement is for the Rental of Wet or Dry Space and such space is to be used at the sole risk of the owner. Owner for himself, his heirs and assigns, hereby agrees to save the Licensors harmless from any and all liability or damages for personal injury, loss of life, or property damages to himself, his family, his employees, invitees, guest, agent and agents arising out of, or in connection with, the condition of use of the above boat, motor, and all accessories and equipment stored thereon or the use of the boating facility's premises; and the owner, for himself, his heirs, and assigns, hereby releases and agrees to indemnify and hold harmless Collier County, its agents, from any and all liability for or loss or damage to the above described property, or the contents, thereof, due to fire, theft, collision, windstorm, accident, or similar or dissimilar causes. **THE BOATING/TRAILER FACILITY IS NOT AN INSURER OF OWNER'S PROPERTY. IT IS REQUIRED THAT THE OWNER SECURES SUCH INSURANCES and provides such to the Licensors.** This boating/trailer facility will not be held responsible for contents of the boat/trailer, such as fishing equipment, life preservers, marine electronics, and any and all other property. Under the Agreement the relationship between owner and the boating/trailer facility is simply that of Licensors and Licensee.
- 4) It is understood and agreed that this Agreement shall be effective on the date shown. The boat/trailer owner agrees to remove the boat/trailer from the dry space storage on or before the day of expiration. Failure to do so shall result in a day-to-day storage fee equal to one dollar (\$1.00) per foot of overall boat/trailer length plus sales and use taxes. If this is an annual agreement, it shall be deemed renewed automatically at the end of each twelve (12) month period unless either party gives a **NOTICE OF CANCELLATION thirty (30) days prior to the start of the new period. THERE SHALL BE NO PRORATA RETURN FOR STORAGE FEES IN THE EVENT OF CANCELLATION BY THE OWNER.**
- 5) The Storage rate established herein shall be good and valid for the entire initial agreement period. Thereafter, storage rates are subject to change on a thirty (30) day notice prior to the renewal of this agreement.
- 6) No employee of the boating facility or of Collier County is authorized to waive or modify any of the terms as set forth in this agreement except by written modification executed by all parties.
- 7) In the event of any breach hereof by owner, including and not limited to non-payment and/or any violation(s) of Collier County Public Park Regulations, as may be amended, owner shall pay all costs incurred by Collier County and/or the boating/trailer facility in collecting such sums, including all court costs and a reasonable attorney's fees.

|         |      |
|---------|------|
| SIGNED  | DATE |
| WITNESS | DATE |