



2300 Gulf Shore Blvd. North
Naples, FL 34103
239-262-3051
Fax 239-262-1297

Kayak Storage Space Lease Agreement

Unit Owner: _____

Admiralty Point Unit Address: _____

hereby agrees to lease Kayak Storage Space # _____ from Admiralty Point Condominium Association, Inc., from _____ until terminated for a total annual rental of \$_____ to be billed annually with the 1st quarter maintenance fees or upon acquiring the dock. The said kayak storage space will be utilized solely for the purpose of storing the following described kayak:

Name of Kayak Owner: _____ Cell #: _____

Make of Kayak: _____ Color of Kayak: _____

Length of Kayak: _____ Name on Kayak(if any): _____

1. The Admiralty Point Condominium Association, Inc. and/or its assigns, hereinafter referred to as "Association", reserves the right to require the undersigned Unit Owner, hereinafter referred to as "Owner", to move his kayak either to another kayak storage space or to another storage location, such as the garage of Owner. The Owner, when asked, must provide his own way to move his kayak to comply with Association's request.
2. The Association agrees to keep the kayak storage spaces and kayak launch platform in proper shape so as to be usable at all times barring some weather-related problems.
3. The Owner agrees not to allow any extensive maintenance or repair of the kayak at the dock or storage areas without notification to and approval from Manager.
4. The undersigned Owner further releases the Association from any and all liability for damages resulting from any and all acts or omissions, negligent or otherwise, of the Association and any other persons who are guests, workmen, other owners, trespassers or agents of the Association.
5. The undersigned Owner agrees to maintain liability insurance of at least \$20,000 value and to provide proof of said insurance to Manager for any kayak occupying the leased storage space. This Lease shall terminate without refund to Owner if Owner fails to provide proof of insurance for any kayak occupying the leased storage space within fourteen days after requested to do so by the Manager.
6. Owner hereby certifies that he/she owns the above described kayak and agrees to provide the Manager notice, within two business days, of any transfer of ownership of any kayak of Owner occupying said kayak storage space. This Lease shall terminate without refund to Owner if Owner fails to provide certification of current ownership of any kayak occupying the leased storage space within fourteen days after requested to do so by the Manager.
7. Owner agrees and covenants that he has read the Rules and Regulations listed in the Admiralty Point Handbook under "Recreation: #33 Boat Docks paragraphs 1-5 and attached hereto as Exhibit A and made a part of this Agreement. Owner understands that

the restricted parking spaces next to the docks are to be used for loading or servicing with a 60 minute time maximum. Owner agrees to abide by these rules and regulations, and noncompliance after notice of violation from management of the Association may, at the discretion of the Board of the Association, result in termination of this Lease upon fourteen days notice and prorated refund of any prepaid rental.

8. The Owner acknowledges that the City of Naples has ordinances governing the location of docks and piers in Moorings Bay and that the City of Naples intent is to provide for an unrestricted and safe navigable channel. Consequently, the Owner recognizes that in order for the Association to comply with any City Ordinance, regulation, or administrative action related thereto, the Association may be required to move, or remove the kayak launch platform and ramp. or to cancel this Lease. The only recourse of the Owner would be for the amount of the Lease for the period from the date of cancellation to the end of the lease period.
9. The Owner assumes all liability for damages, other than normal wear and tear, to the kayak storage area, docks, piers, pilings, seawall and other property of the Association as well as damages to the property of other lessees of kayak storage space and of docks. This liability is unrestricted, covers any and all liability for damages, including any damages from negligence, storms, and Acts of God to the storage space, kayak launch platform, docks, piers, pilings, seawall and other property of the Association and the property of other lessees of kayak storage and dock space.
10. The Owner leases the kayak storage space on an as-is basis. The Owner assumes total responsibility for safely storing and launching his kayak at all times and under all circumstances.
11. The Association may change the annual rental fee at the beginning of each calendar year.

Unit Owner Printed Name

Unit Owner Signature

Date

Admiralty Point Manager Signature

Date