

HARBOR POINTE CONDO ASSOCIATION

BOAT LIFT APPLICATION

This form establishes the process for obtaining Board approval to install a lift. It also serves to obtain as large a group as possible to jointly employ a single contractor to install the lifts at a group rate or reduced price. If all Slip Assignees install the same brand of slip a degree of uniformity can be obtained in the appearance of the Marina facilities that will discourage the hodgepodge look that accompanies many marinas with widely divergent lift types.

BOAT LIFT APPLICATION

Name: _____

Condo Unit: _____

Boat Slip #: _____

Boat License Number _____

Boat Propulsion: Outboard _____, Inboard _____, Jet _____, Sail _____

Boat Brand: _____

Boat Color: _____

Boat Model: _____

Boat Length: _____ ft _____ in Boat Beam: _____ ft _____ in

Boat Draft: _____ ft _____ in Boat Weight: _____ lbs

Lift Type: Floating _____, Fixed/Electric Hoist _____, Beam or Beamless

If a Boat Slip Assignee wishes to have a lift installed by his own Contractor the following information must be provided in addition to the above:

Name of Marine Contractor: _____

Contractor License Number: _____

Manufacturer of Dock to be Installed: _____

Make and Model of Dock: _____

Installation Plans and Engineering Details must accompany this application.

Please note that the Harbor Point Marina Committee has been appointed to review all lift applications and recommend approval or rejection to the Board of Directors, who have the final authority over the Marina. The Marina Committee may assist in arranging for a contractor to install multiple lifts, however, the contract for the installation will be between the Harbor Point Unit Owner and the Licensed Marine Contractor. The Unit Owner/ Boat Slip Assignee (herein BSA) accepts full and total responsibility for the satisfactory installation of the lift, its use and operation.

(See Reverse Side)

Boat Lift Application Form

Amendment VIII of the Declaration of Condominium, applies in its entirety as supplemented by #7 below. Key provisions concerning the installation and use of Boat Lifts are included but not limited to #1 through #6 below .

1. The BSA shall be responsible for the maintenance and repair of the water and electric pedestal servicing their boat slip.
2. The BSA shall be responsible for payment of all expenses associated with the electricity used by the BSA as determined by the electric meter located on each slip pedestal and identified by slip number. The meters will be read and BSA's invoiced quarterly by the Association.
3. The Boat Slip, lift and any vessel contained therein or thereon shall be kept in a neat, attractive and safe condition by and at the expense of the BSA.
4. No BSA shall do anything within his or her Boat Slip or on the docks or piers which would adversely affect the safety or soundness of the docks or piers or any portion of the Association property which is to be maintained by the Association. Each BSA shall maintain general liability insurance, including liability insurance for all vessels and watercraft in the Boat Slip, which insurance policies shall be in the minimum amount of \$500,000 and shall name the Association as an additional insured.
5. No BSA shall make any structural additions or alteration to the Boat Slip or any portion of the Marina without prior written consent of the Association. Any damage to the Boat Slip and/or Marina resulting from the failure of the vessel(s) to be properly moored and secured in the Boat Slip shall be the responsibility of the Unit Owner to which the Boat Slip is appurtenant, and such Unit Owner shall indemnify, defend and hold the Association harmless from any such damage, including costs and attorney fees.
6. Installation of boat lifts for dry storage of vessels and/or for lifting vessel(s) out of the water is prohibited without first having obtained: 1) the appropriate and requisite approval(s) if any, from the applicable governmental agencies which govern, control and/or regulate such matters, and 2) prior written approval of the Association.
7. In consideration of the Associations approval of the BSA's request to install a boat lift, if granted, the BSA agrees that all provisions of this document and the Condominium Documents apply and the Assigned Boat Slip and any vessel and/or lift therein or thereon shall be maintained in a neat, attractive and safe working condition. The BSA agrees that the right to use the boat lift may be terminated for any reason deemed appropriate by the Association for the health, benefit and welfare of the Condominium and its members. The BSA shall defend, indemnify and hold the Association, its members, directors, officers, employees and agents, harmless against any and all obligations, claims, litigation, liabilities, expenses and fees of whatsoever nature (including reasonable attorney's fees and costs and those on appeal) which may arise in connection with the installation, operation, condition, maintenance, repair or removal of the boat lift. The BSA hereby waives any claims or arguments that the Condominium Documents do not extend such obligations to Boat Lifts or that the Association or Marina Committee assumed such obligations by virtue of their approval or recommendation.
8. This form once completed by the BSA and any accompanying documents upon review and recommendation by the Marina Committee and approval by the Association Board shall constitute written approval to install a Boat Lift in the BSA's Boat Slip.

Signed: _____, Date _____
Unit Owner

Print Name _____

Signed: _____, Date _____
Unit Co-Owner

Witness: _____

Approved: Harbor Point Condominium Association

By: _____, Date _____
Association President