

**MARINER'S COVE HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.  
BOAT DOCK USE - LICENSE AGREEMENT**

**THIS BOAT DOCK USE - LICENSE AGREEMENT** ("Agreement" or "License") entered into this 1st day of \_\_\_\_\_, 20\_\_\_\_, between **MARINER'S COVE HOMEOWNER'S ASSOCIATION OF LEE COUNTY, INC.**, a Florida not-for-profit corporation having a mailing address of 20700 Basin Drive, Estero, Florida 33928 ("Association"), and the undersigned "**Primary owner occupant of the Lot who is over the age of 55**" indicated below who is in good standing with the Association ("**Lot Owner**") (hereinafter individually and collectively referred to as "Party" or "Parties" or "**Lot Owner**").

**WITNESSETH:**

The Association hereby licenses to Lot Owner, and Lot Owner accepts from the Association, an exclusive license or right to use that certain common element area dock space and seawall area, identified as Slip or Space No. \_\_\_\_\_ at a Fee of \_\_\_\_\_ payable to "**Mariner's Cove HOA of Lee County**" subject to the following terms and conditions:

1. **Ownership of Boat.** The Lot Owner represents that he is the Owner of the following described boat:

Registration#: \_\_\_\_\_ Mfg. Hull #: \_\_\_\_\_ Length: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The Lot Owner further represents that he will provide a copy of the current registration for the aforementioned boat within ninety (90) days of execution of this License if the registration has EXPIRED.

2. **Term.** This License shall continue in force and effect until December 31 of the year in which the Agreement is executed unless the Association, by and through the Board, terminates this License, due to Lot Owner violations of the following "Mariner's Cove Homeowner's Association of Lee County Documents": Declarations, By Laws, Articles, Rules and Regulations, Boat Dock Rules & Regulations which are all available on the HOA Website.

3. **Rules and Regulations.** Lot Owner agrees to abide by all of the Boat Dock Rules and Regulations promulgated from time to time by the Association. Lot Owner acknowledges receipt of a copy of the Boat Dock Rules and Regulations in effect at the time of execution of this License.

4. **Refund of License Fee.** If this license is terminated for any reason and a new Lot Owner acquires a license for the aforementioned dock slip space, the Association shall refund Lot Owner the remaining pro-rated balance of the License for the dock slip space.

5. **Termination and Effect.** Either Party may terminate this License at its option, at any time and for any reason with seven (7) days prior written notice to the other Party. Upon termination of this Agreement, the Lot Owner shall remove or cause the removal of his property or such property shall be removed at the Lot Owner's expense.

6. **Gender.** Whenever referring to the Lot Owner, the term "his" as used herein shall apply equally to the feminine gender and the singular shall apply to the plural.

7. **Non-Assignability.** This License shall not be assigned by the Lot Owner and shall not be considered as part of or appurtenant to any unit in Mariner's Cove Homeowner's Association of Lee County, Inc. However, subject to the Boat Dock Rules, this License may pass to a surviving spouse or domestic partner upon the death of the named Lot Owner.

8. **Binding Effect.** This Agreement shall be binding upon the Lot Owner, his heirs, personal representatives, successors and assigns, and upon the Association and its successors and assigns.

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9. **Attorney's Fees.** Should litigation arise out of the rights and responsibilities of the parties under this License, the prevailing party thereof shall be entitled to an award of reasonable attorney's fees and court costs, at both trial and appellate levels.

10. **Entire Agreement: Modification.** This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement or intention regarding the subject matter hereof has been made by any party which is not set forth in the Agreement. This Agreement shall not be modified, altered or amended except by an instrument in writing signed or on behalf of the parties hereto.

11. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The Parties hereby agree that unless the law requires otherwise, the venue and forum for any action arising out of or relating to this Agreement shall be in the State civil courts of Lee County, Florida.

12. **Waiver of Jury Trial.** The Parties hereby waive jury trial in any lawsuit, proceedings, counterclaim, or any other litigation procedure arising out of or relating to this Agreement. Further, the Parties shall not seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been waived.

13. **No Waiver of Remedies.** No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy available to the Party.

IN WITNESS WHEREOF, the undersigned, duly authorized individuals hereby execute this Agreement on behalf of the Parties, and do hereby acknowledge and accept their respective obligations pursuant to this Agreement.

**MARINER'S COVE HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.**

20700 Basin Drive  
Estero, Florida 33928

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Primary owner occupant of the Lot who is over the age of 55:**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_