



LICENSE AGREEMENT

2021 STICKER # _____

THIS LICENSE AGREEMENT ("Agreement") made and entered into by and between **TROPIC ISLES CO-OP, INC.** ("Association") and _____ ("Resident/Licensee") and is effective as of the date last executed by the parties.

WHEREAS, the Association is the lessee of certain real property lying in Manatee County, Florida more specifically described as the ("Boatyard" as described in the Tropic Isles master lease with Manatee Fruit Company).

WHEREAS, the Association has agreed to provide Licensee with a license to store or park his/her _____ in the Boatyard. The License is in the form of a sticker issued to the Licensee which is required to be attached to the forward portion of their trailer tongue in a clearly visible location.

NOW THEREFORE, in consideration of One Hundred Fifty Dollars (**\$150**) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated herein by reference.
2. **License.** Association does hereby license Licensee to the nonexclusive use of the Boatyard and the non-exclusive right to ingress and egress to the Boatyard. The Association reserves the right to assign parking location and to relocate trailer at its discretion. The Association may limit the hours and times that the Boatyard will be open to the Licensee. Use of the Boatyard is at the Licensee's own risk and Association shall not be responsible for any damage, theft, personal injury or other loss to Licensee that may be related to Licensee's use of the Boatyard.
3. **Fee.** Licensee agrees to pay Association, on the **first** day of **each year the amount of \$150** per year ("Fee"). The Fee is non-refundable due to termination of this Agreement and may be changed by the Tropic Isles Co-op Board of Directors from time to time.
4. **Term.** The term of this license is beginning on January 01 and ending on December 31 of each year. This license may be terminated by either party at any time by providing written notice to the other party 5 days in advance. Licensee agrees to vacate the space within five (5) days of receipt of notification of termination by Association.
5. **Nondisturbance.** Licensee agrees not to build, construct or place any buildings, structures, barriers anywhere in or on the Boatyard; and agrees further not to obstruct or hinder the access of any other party to, from or within the Boatyard in any way.
6. **Damage.** In the event of any damage to the Boatyard caused by Licensee, Licensee shall repair and replace same within thirty (30) days of infliction of said damage, to the extent necessary to return the area to its condition immediately before the infliction of said damage and in accordance with all applicable local, county, state and federal regulations, requirements, or permits; and Licensee shall bear the costs for said repair and replacement of the damaged area. Licensee shall indemnify and hold the Association harmless against any loss, cost, damage, suit, action or claim (collectively referred to as "Claims") arising out of Licensee's use of the property described herein or the performance of its obligations hereunder and shall pay any reasonable costs and attorney's fees incurred by Association as a result of any Claims arising out of the Licensee's use of the Boatyard.
7. **Laws.** Licensee agrees to comply with all orders, laws, rules, and regulations of every kind relating to the subject property, now or hereafter in effect of the local, county, state and federal or other governmental authorities, including but not limited to those relating to hazardous substances, hazardous waste, pollutants or contaminants, applicable to the manner of

Licensee's use. Licensee shall pay all costs and expenses incidental to such compliance and will indemnify and hold Association harmless by reason of any notice, violation or penalty filed against or imposed upon the subject property or against the Association due to Licensee's failure to comply with the provisions herein. Licensee agrees to indemnify and hold harmless the Association from and against all judgments, decrees, penalties, costs and expenses as a result of such non-compliance of the terms herein.

8. **Right to Cure.** Notwithstanding the foregoing, in the event that Licensee fails to perform its obligations hereunder, Association may demand performance of the unfulfilled obligation, and if Licensee fails to cure such nonperformance within ten (10) days after receipt of such notice, Association may perform such obligation and demand payment from Licensee for any costs expended in curing the non-performance and any costs or attorney's fee incurred seeking payment or cure.

9. **Governing Law.** The law of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement and the parties agree that venue shall lie in Manatee County, Florida.

10. **Assignability.** The license privileges provided hereunder shall not be assignable.

11. **Lease.** This agreement is not intended to be and shall not be construed as a sublease. This agreement is subject to and subordinate to the master lease of the property by the Association.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date last written below.

ASSOCIATION / TROPIC ISLES CO-OP INC:

Signed By: _____

Print Name: _____

As its: _____

Date Stamp Received:

Boat Registration # _____

Trailer License Plate # _____

LICENSEE /RESIDENT:

Signed By: _____

Print Name: _____

Lot/Address/Street #: _____

Email: _____

Phone# _____

Date: _____

Boatyard Policies

1. The Boatyard site is open only to residents of Tropic Isles Co-op (TICO) and Tropic Isles Estates, and current non-resident boat club members, upon completion and payment of the required annual license fee as set by the Tropic Isles Co-op Board of Directors.
2. Anyone wishing to store a boat trailer must complete a Boatyard License Agreement (at the Co-op Office) including a hold-harmless clause in favor of the Co-op and agrees to abide by all rules and policies governing this site.
3. The trailer storage area has limited storage capacity and is available on a first-come-first-served basis. Tropic Isles Co-op reserves the right to assign the parking location and to relocate trailers within the Boatyard storage area at its discretion. All trailer must be in towable/moveable condition and if locked by the owner, may be subject to forced relocation by the Boat Club for boatyard maintenance.
 - a. Due to limited space only one (1) space will be allocated to each eligible applicant (one per park address). A second space may be allocated at the discretion of the Boatyard management committee and such permission will be communicated to the Co-Op office by the Boat Club.
4. **All trailers stored in the Boatyard must display an annual license tag or sticker (provided by Tropic Isles Co-op) in an area clearly visible on the forward portion of the trailer tongue. Failure to do so may be grounds to restrict or deny future use of the Boatyard.**
5. Failure to pay the annual license fee or not follow the rules governing the Boatyard will result in the trailer being removed from the storage area by a contract towing agency. All cost to do so will rest with the licensee and /or trailer owner.

6. Access into the storage area will be limited and the hours of operation will be determined by the Tropic Isles Co-op Board of Directors and is subject to change without notice.
7. The lease term is January 1 to December 31 of any given year. No refunds of the license fee or partial year payments are allowed. Any resident desiring to use the Boatyard for a period of time less than one year shall still be required to pay the full annual agreement amount.
 - a. At the discretion of the Boat Club, a short term space (two weeks or less) may be allotted, depending upon availability and payment of a \$30.00 fee to the Boat Club. These applicants will be issued a tie-on, dated tag. No extension will be granted and if the trailer is still in the boatyard upon expiration, it will be treated the same as any trailer without a valid sticker and towed by a commercial towing company without notice at the owner's expense. Such applicants must obey all rules of the boat yard and Co-op office in writing from the Boat Club.
8. Annual Agreement Renewals: Current agreement holders, who are paid in full and in compliance with all of the policies governing the Boatyard use, will be given first priority every year. If not paid in full before January 1st of any given year, the trailer parking space will be considered to have been abandoned and a new tenant may be assigned that space beginning January 1.
9. Residents must be in good standing with the Co-op in order to be eligible for a Boatyard License Agreement or renewal. A member in good standing is one who owes no fees or monies to the Co-op and is in compliance with the governing documents of the Co-op.
10. Any trailer without a current Boatyard sticker after **January 10th of each year will be charged a \$25 late fee.** The registered owner will be notified by the Boat Club in person, by phone, email, by leaving a notice affixed to the trailer or USPS that ..." unless the fee is paid, and a current sticker is displayed within ten (10) days of this notification, the trailer may be towed at the owner's expense. Availability and cost resulting from this action will be the responsibility of the trailer owner".
11. Prorated Stickers from October 1 through December of any year, a Boatyard sticker may be purchased for \$30 to register the trailer until the end of that current calendar year, provided that at the same time, the owner also purchases a Boatyard sticker for the following calendar year for the annual price of \$150. (i.e. The Boatyard sticker price for Oct. 01, of the current year through Dec. 31, the following calendar year, would cost \$180).
12. Any trailer owners who have agreed to a tandem paired parking arrangement where one trailer is parked behind the other will be granted assigned (reserved) parking status without any additional fee required. Such owners will make this arrangement directly with the Boat Club.
 - a. If only one user wants **to have a reserved space, he/she will pay a \$50 fee to the Tropic Isles Boat Club** and will be assigned a space allocated by the Boatyard management committee. Any such arrangement must be made with the Boatyard management committee and not with the Co-Op office. All reserved space should be marked by the Boatyard management committee with signs indicating that the space is reserved with Boatyard management permission and any violation will be considered a rule violation and access to the Boatyard could be denied to the violator or the trailer/vessel may be towed. Currently **Richard Nitti** is the contact person, **508-740-3292**, who will decide where the reserved space(s) is.
13. For discussion or questions regarding the boatyard, please contact the Chair of the Boat Club, **Sue Weaver at 941-981-5844.**

