

LONGBOAT HARBOUR OWNERS ASSOCIATION

YACHT CLUB COMMITTEE

4454 GULF OF MEXICO DRIVE
LONGBOAT KEY, FLORIDA 34228

2026 DOCK USER AGREEMENT

- The assignment of docks is the responsibility of the Dock master or his/her designee and subject to availability.
- Dock space will be available to Condominium owners or renters while in residence.
- Boat Owners who request dock space must own or rent a Longboat Harbour Condominium and be in residence at least three months a year. Dock must be occupied by the dock renter's boat at least 3 months per year unless special arrangements have been made with the Dock master or his/her designee.
- Users Fee for dock space is due by January 1 of each year. **See attached 2026 USER FEE SCHEDULE.** No notice shall be given of fees due unless there is an increase. Failure to make payment by due date may result in forfeiture of your dock.
- A signed copy the current year Dock Users Agreement, a copy of current boat registration, and a copy of current insurance, naming Longboat Harbour Owners Association 4454 Gulf of Mexico Drive as a "certificate holder" must be provided at the time of payment. (certificate holder notifies parties when insurance is cancelled) Failure to provide this information with your annual fee will result in forfeiture of your dock. Failing to maintain insurance will result in forfeiture of your dock.
- No refunds will be made.
- Personal Watercraft, kayaks, canoes, rowboats, dinghies, paddleboards, etc. do not qualify for dockspace.
- Boats must not exceed 34 feet in length. The beam shall not exceed 12 feet, and the top of the superstructure shall not be higher than 10 feet above the waterline. This shall be deemed a qualified boat. These measurements are determined by manufacture's specifications. The Dock master has final approval.
- The Dock master has the right to temporarily reassign a boat owner's dock during any period when the dock is not in use by the boat owner. The boat owner who holds the original assignment is responsible to notify the Dock master of the dates when the dock will be vacant for a period of 1 month or longer.
- Boat owners or their designee must follow the directions of the Dock master or his/her designee and be available to move their boats to another dock when asked to do so.
- Boat owners may not sublet or allow other boats to use assigned dock.
- Boat owners and their accompanied guests using the boating facilities at Longboat Harbour Condominiums must follow all rules and regulations governing such use as proscribed by the Longboat Harbour Yacht Club Committee or by the Board of Directors of Longboat Harbour Condominiums.
- Condominium owners who rent their condos relinquish their right to use boating facilities and to participate in Yacht Club functions during the rental period.
- Use of dock facilities is limited to only Condominium residents. Guests must be accompanied by Condominium owner.
- Condominium renters and transient visitor renters must remove all boats and boating equipment from dock areas by the end of their rental/visit period.
- Transient visitor rental fee is \$30 per day payable in advance to the Longboat Harbour Yacht Club Committee.
- Should a dock holder's boat sink, the Longboat Harbour Yacht Club Committee or its representative shall immediately contact Tow Boat U.S. for the purpose of raising and removing said boat to a marina to prevent further pollution of the harbor and bay. The owner shall then be contacted, if possible, and informed of the situation and that the fee charged by Tow Boat U.S. will be the sole responsibility of the boat owner. If this fee is not reimbursed to the Yacht Club Committee within 20 days of notification in writing, the Committee shall notify the Board of Directors of the Association for collection proceedings. The toll-free number of Tow Boat U.S. is 1-800-391-4869 or 941-358-5424. Boat owners are required to designate a local contact person who will be responsible for their boat during any boat owner's absence. The contact person and his/her contact information must be provided to the Dock master or his/her designee before departure from Longboat Harbour Condominiums. This contact person must have permission to board the boat to move it or secure it.
- In case of an emergency, Longboat Harbour Staff and/ or Yacht Club Committee members and its designees have permission to board your boat to secure lines, pump out water, or perform other emergency services to protect Longboat Harbour Property and your boat.

- All Boats must be secure to Longboat Harbour Property by a minimum of 4 dock lines. When the boat owner is not in residence a minimum of 6 dock lines are required.
- **The Longboat Harbour Yacht Club Committee reserves the right to deny dockage to any individual who is not in good standing with Yacht Club and/or Longboat Harbour Owners Association policies and fees.**
- Boat owners shall be personally responsible for satisfactory repair of other boats, docks or property damaged by them or their boats.
- Boat owners are responsible at all times and under all circumstances for the safe operation of their boat.
- All boats must comply with all state and local requirements and in particular “at risk” or “derelict” laws.
- Any boat that is believed to be unsafe or inoperable may be referred to the Board of Directors for an approval of an inspection to be conducted by the Dock Master or his/her designee(s) for proof of safety or operability. The Board of Directors has the authority to involve state and local agencies where necessary. Depending on the unsafe or inoperable status of the boat, the owner will be notified of a specific deadline to correct the issue. Failure to correct the issue by the deadline will result in loss of dock privileges and the owner will be required to immediately remove the boat. If the owner fails to remove the boat and it becomes necessary for the Longboat Harbour Owners Association to remove the boat, the owner will be responsible for all fees including towing, storage or any other expense incurred by Longboat Harbour Owners Association for removal of the boat.
- Covered storage boxes may be installed on docks in accordance with any standards adopted by the Longboat Harbour Yacht Club Committee. Such storage boxes shall not extend more than 12 inches above the seawall and shall be securely fastened to the dock.
- No additions other than storage boxes may be made to docks or piers without permission of the Dock Master or his/her designee.
- All lines attached to the Dock or Pilings shall be removed at vacancy.
- Storage boxes remain the property of the Owner and shall be removed or donated to the Yacht Club or Longboat Harbour Owners Association when a dock is vacated.
- Piling Bumpers must remain unless directed otherwise by the Dock Master or his/her designee.
- Any item attached to a Dock with previous Dock Master approval (i.e. Whips, Railings, Steps, Ladders, etc.) can be removed at time of vacancy under Dock Master guidance. Any such removal that will compromise the integrity of the Dock may be denied by the Dock Master.
- Any disputes over item removal shall be settled by the Commodore. The owner may submit a written request to the Board of Directors for review and final determination if they do not agree with the Commodore’s decision.
- No gasoline cans, chairs, batteries, brooms, life jackets, towels, bumpers, fishing equipment, shall be exposed on the dock.
- Lines and hoses are to be neatly wound so as to keep the walkways and dock surfaces clear and safe.
- Fish cleaning shall be limited to fish cleaning stations.
- Canal and channel area from channel marker 6 to channel marker 32 are NO WAKE zones as are all the waters surrounding Longboat Harbour Condominium.

NOTE:

Condominium owners who rent their condos relinquish their right to use boating facilities and to participate in Longboat Harbour Yacht Club functions while their unit is rented. The right to use Longboat Harbour Condominium boating facilities may be forfeited when there are violations of the requirements, rules, policies and regulations contained in this agreement or any other adopted by the Longboat Harbour Yacht Club Committee or Condominium Board of Directors for the safety and reasonable comfort of boat owners’ and condominium residents. Forfeiture of use of boating facilities (including but not limited to racks and docks) will be subject to review by the Longboat Harbour Yacht Club Committee. If a boat owner violates this agreement and /or is subject to forfeiture and asked to remove a boat from the premises and does not do so within 15 days, a fine may be imposed by the Board of Directors on the boat owner and after 15 days the boat may be removed at the owner’s expense and treated as abandoned property.

I agree to all the rules of the DOCK User’s Agreement and will abide by them.

Participation in Longboat Harbour Yacht Club (LHYC) events are solely at the risk of the LHYC Members or invited participants. Vessels, Owners or Occupants are not covered by any Longboat Harbour Owners Association (LBHOA) Insurance. I acknowledge and accept that participation in an event involves certain risks, and I acknowledge that I am responsible for my own personal safety and the personal safety of my invitees. As an event participant I agree to Indemnify and Hold Harmless the LHYC, the LHYC Officers, the LBHOA and LBHOA Board Members, officers, and employees against any claims for losses, damages, actions, suits, awards and expenses, including attorney's fees and costs. Any and all Vessel Insurance is the responsibility of the Vessel Owner. By signature of this Agreement, I accept this clause for any LHYC event and are solely responsible for any damages or claims regarding any vessel, operator or passengers of your vessel, whether caused by the negligence of LBHOA or otherwise. In consideration of being permitted to participate, I hereby waive my right to sue the Association and its officers, directors, and employees from any claim for bodily injury or personal property loss of damage related to participation in any event.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY.

THIS FORM MUST BE SIGNED AND ACCOMPANIED BY REQUESTED INFORMATION ALONG WITH YOUR USER FEE PAYMENT TO RETAIN YOUR DOCK ASSIGNMENT.

Printed Name: _____ Dock #: _____

Signature: _____ Date: _____

Condo #: _____

E-Mail: _____

ATTACHMENT TO 2026 DOCK USER AGREEMENT

2026 Dock User Fee schedule:

- **Dock User Fee – All Docks:**
 - \$450 user fee if payment, signed dock user agreement, current registration and proof of insurance is received by January 1, 2026
 - \$550 user fee if payment and required documentation is received between January 2nd and January 31st
 - If payment with all documentation is not received by January 31, 2026, on February 1, 2026, the dock will be reassigned in accordance with the Yacht Club Committee Policy and Procedures.
 - The owner will have 15 days to remove their boat.
- **Dock User Fee – All Docks if using Association electric service to power for A/C, dehumidifier, or refrigeration etc.**
 - \$750 user fee if payment, signed dock user agreement, current registration and proof of insurance is received by January 1, 2026
 - \$850 user fee if payment and required documentation is received between January 2nd and January 31st
 - If payment with all documentation, is not received by January 31, 2026, on February 1, 2026, the dock will be reassigned in accordance with the Yacht Club Committee Policy and Procedures.
 - The owner has 15 days to remove their boat.
 - The Yacht Club shall transfer \$300 of this fee to the Association to cover the cost of the electricity.

LONGBOAT HARBOUR OWNERS ASSOCIATION

4454 Gulf of Mexico Drive, Longboat Key, Florida 34228 941 383-2126

***** 2026 BOATING INFORMATION *****

THIS FORM MUST BE COMPLETED AND ACCOMPANY BOATER'S USERS AGREEMENT.

DOCK USERS FEE PAYMENT MUST BE PAID AT TIME OF PRESENTATION.

Name (printed): _____

Condo Number: _____ I am owner: _____ Renter: _____

Mailing Address: _____

Phone Number: _____ Alt. Number: _____

E-mail (optional): _____

Make and size of boat: _____ Dock Assigned: _____

Do you have a secured dock box? Yes: _____ No: _____

Boat Registration: _____ State: _____ Documentation: _____

Insurance Carrier: _____ Policy: _____

You are required to have Longboat Harbour Owners Association, 4454 Gulf of Mexico Dr., Longboat Key, FL 34228 as a CERTIFICATE HOLDER. This guarantees the Association will be notified if your insurance lapses.

Contact person in owner's absence: _____

Contact person's telephone number: _____

Alternate contract person: _____

Alternate contact person's telephone number: _____

I HAVE READ, UNDERSTAND AND WILL COMPLY WITH THE TERMS OF DOCK/USERS AGREEMENT

Applicant's Signature: _____

***** Office Use Only *****

Dockmaster Approval: Yes: _____ Denied: _____ Date: _____

Reason for Denial: _____