

**Beacon House Club
B.H.C. Inc.**

Annual “Beacon House Kayak Launch and Storage User Application Lease Agreement”

Dear Kayak or SUPB Lessee

Enclosed is the annual renewal of your **“Beacon House Kayak Launch and Storage User Application, Lease Agreement”**. Please fill out a Lease Agreement for each Kayak or SUPB that you wish to lease a storage space for, and or if you just prefer to use the launch facilities. Please return the Lease Agreement or Agreements with a cheque for \$200.00 for each vessel to the **Beacon House office by February 1, 2019**.

Also , enclosed is a short version of the **“Kayak Launch and Storage Rack Regulations”**. You might want to keep this handy for quick reference. There is a copy of this document posted at the Notice Box next to the Kayak Storage area. Please remember the Lease Agreement is the official definitive agreement with Beacon House Inc.

We have noticed that there are a number of Kayaks that are not lashed to the storage rack with **approved “Cinch” strapping**. Please remember that this is required for protection for your vessel as well as other vessels in the area during high wind conditions that can occur at any time day or night without notice.

Beacon House Kayak Launch and Storage User Application, Lease Agreement:

Unit Owner: _____ Unit # _____

Permanent Address: _____

Email Address: _____

Phone: _____ Mobile: _____

Kayak/ Stand-up Paddle Board Owner: _____

Storage Rack Assignment: # _____ Date: _____

Make of Kayak/ SUPB: _____ Colour: _____

Length of Kayak/ SUPB: _____ Name (if any): _____

All Beacon House Kayak, Stand-up Paddle Board and Storage users must agree to hold harmless and indemnify Beacon House, it's agents, employees and Board of Directors from any and all expenses, responsibility or liability for injury (including death) to themselves, their family members and guests when using their Kayak, Stand-up Paddle Board or the Beacon House Kayak Storage and Launch facilities.

This release and discharge shall cover, without limitation, any loss or damage resulting from any necessary movement of a Kayak or SUPB by Beacon House staff, any vandalism, theft, fire, hail, wind, hurricane, collision, rain or any other act of God.

The owner assumes liability for damages, other than normal wear and tear, to the Kayak storage area, docks, and other property of Beacon House as well as damages to the property of other lessees of Kayak storage space, docks and launch facilities.

Beacon House management will assign a designated numbered Storage space (if one is available) for each Kayak or SUPB Lessee at the beginning of each winter season. Beacon House Club reserves the right to require the undersigned unit owner, resident or lessee to move his or her Kayak or SUPB to another storage space or another storage location. The owner, when asked, must provide his own way to move his Kayak or SUPB to comply with Beacon House management's request. Owners of unused Kayaks or SUPBs may be asked to vacate the Storage area if space is needed for active Kayak or SUPB users.

Beacon House Kayak and SUPB Launch and Storage facilities are for the use of all approved occupants of BHC and are subject to the BHC Amended and Restated Declaration of Condominium, including but not limited to Articles 14 (use Restrictions) and Article 15 (Occupancy), and the BHC Rules and Regulations, as they relate to occupancy and use, both as amended from time to time by the Board. Owners who obtain an approved unit lease from the Board, give up all rights to use BH facilities for the term of the unit lease, and for the purposes of this lease, must remove their Kayak or SUPB from the storage unit for the term of

the unit lease. There will be no refund of user fees. Guests of approved BHC occupants may use the Launch Facility only when accompanied by the approved unit occupant(s), with full liability assumed by the BHC approved occupant(s) as outlined in paragraphs one, two and three of this agreement. Non-overnight guests in the absence of the approved BHC occupant(s) are not permitted, nor are such non-overnight guests allowed to use BHC facilities of any kind.

Florida law requires a Kayak user to have on board, but not necessarily wearing, a government approved Personal Flotation Jacket and a whistle.

Each Kayak and SUPB must be identified with owner's Name and Unit #. All Beacon House Kayak and SUPB users must be familiar with the proper techniques to launch, board and exit their Kayak or SUPB and use BHC Kayak and Launch facilities at their own risk.

If for whatever reason Beacon House may choose to, or be required 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.

The Kayak or SUPB owner hereby certifies that he/she owns the above described Kayak and agrees to provide Beacon House management notice within two business days, of any transfer of ownership of any Kayak or SUPB. This Lease shall terminate without refund to the Owner when ownership changes. The new owner must then apply for a new Lease with Beacon House and will be subject to storage availability. If Owner fails to provide certification of current ownership of any Kayak or SUPB occupying the leased storage space within fourteen days after requested to do so by Beacon House management, the said Kayak or SUPB shall be subject to immediate removal and disposal by management.

When a Kayak session is completed the owner's Kayak or SUPB must be removed from the Launch Platform and returned to the storage rack. Your Kayak or SUPB must be properly anchored or lashed to your assigned rack space with **Beacon House approved "Cinch" strapping**, strong enough to withstand high wind conditions. All SUPB's must be stored bottoms up with the fin facing upwards. Paddles, removable seats, flippers ect. must be removed from the area and stored elsewhere. No personal items of any description are to be left on the Kayak Launch Pad either before, during or after a Kayak or SUPB user session.

All Kayaks or SUPBs must be removed from the Storage area and stored elsewhere during the off winter Hurricane Season, June thru October of each year. Any Kayak or SUPB that is either unidentified or stored longer than 30 days without management permission while the owner or tenant is not in residence shall be subject to immediate removal and disposal by management.

An annual non refundable user fee of \$200.00 shall be charged for each Kayak or SUPB using either the storage or Launch Facilities. The Lease year shall run from February 1st. to January 31st. of the following year. There will be no refund of user fees. Each Lessee must complete, sign and submit a new Lease each year accompanied by payment of the annual user fee.

Unit Owner Name: _____ **Signature:** _____

Kayak/SUPB Owner Name: _____ **Signature:** _____

BHC Management _____ **Date:** _____

Kayak Launch & Storage Rack Regulations

The definitive document for the the Kayak Launch and Storage Rack rules and regulations is the "Beacon House Launch and Storage User Application and Lease Agreement" which each owner or registered occupant has read and signed. Below is a short, quick read of the "Kayak Launch and Storage Rack Rules and Regulations".

Use of these facilities is restricted to Registered Occupants of Beacon House Club.

To register for use see Kevin or call him at (239) 825-4441.

Usage of this Launch and Storage Racks is at your Risk.

Beacon House management will assign a designated numbered Storage Space (if one is available) for each Kayak or Stand Up Paddle Board Lessee at the beginning of each winter season. Each Lessee must fill out and sign a new Lease each year accompanied by payment.

An annual non refundable user fee of \$200.00 shall be charged for each Kayak or SUPB using either the Storage or Launch Facilities. The Lease year season shall run from February 1st to January 31st. of the following year. There will be no refund of user fees.

Florida law requires Kayak and SUPB users to have on board but not necessarily wear a government approved Personal Flotation Jacket and a whistle.

Beacon House or it's staff will not be responsible for any loss or damage resulting from any necessary movement of a Kayak or SUPB by Beacon House staff or any vandalism, theft, fire ,hail, wind, hurricane, collision, rain or any other act of God.

For foot protection, it is recommended that proper water foot wear be worn in and around your vessel or SUPB as well as the Launch, Dock and Storage area.

When a Kayak session is completed the owner's Kayak or SUPB must be removed from the Launch Platform and returned to the storage rack. It is recommended to rinse the salt water off your Kayak or SUPB on the Sport Port floating platform before returning it to the Storage Area. **Your Kayak or SUPB must be properly anchored or lashed to your assigned rack space with approved "Cinch" strapping, strong enough to withstand high wind conditions.** All SUPB'S must be stored bottoms up with the fin facing upwards. Paddles, removable seats, flippers ect. must be removed from the area and stored elsewhere. No personal items of any description are to be left on the Kayak Launch Pad either before, during or after a Kayak or SUPB user session.

All Kayaks and SUPBs must be removed from the Storage area (and stored elsewhere) during the off winter hurricane Season, June thru October (BHC Management may grant an exception in certain circumstances)

Beacon House Kayak and SUPB Owners and Registered Occupants must abide by all the terms and conditions of the "Beacon House Launch and Storage User Application and Lease Agreement".