



Outdoor Resorts at Long Key, Inc.
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P.O. Box 816
Long Key, Florida 33001
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Date: September 17, 2019

What: **LOTTERY FOR MARINA SLIPS AND LOT 9 BOAT TRAILER PARKING.**

When: October 12, 2019 after the Board Meeting

Location: STAN ROE

To sign up for the Lot 9 parking and Marina Slip lottery, please fill out and fax, mail or email all the appropriate forms listed below to the above address.

- This cover letter
- Lease Agreement for wet slips (enclosed)
- Terms and Conditions for wet slips (enclosed)
- Lot 9 Lease Agreement (enclosed)
- A copy of the Boat and/or Trailer registration
- Proof of insurance

ONLY BOATS/TRAILERS REGISTERED TO UNIT OWNERS OR RENTERS WILL BE ACCEPTED.

All documentation must be received no later than 5pm on October 4th, 2019. If any of the documents are missing or incomplete, you will not be entered in the drawing.

Lottery Procedures

1. Attendance is not required.
2. Priority will be given to owners in both lotteries. If spaces are still available after the lottery, a second drawing will be held for renters.
3. Priority for wet slips will be given to dry lot owners. However, if an owner has multiple dry lots, then all of the owner's lots will be entered in the drawing providing the abovementioned documentation has been received for each lot. Once one of the lots has been awarded a slip, the remaining lot numbers will be removed from the drawing.
4. Once all the proper paperwork is received, the corresponding, lot will be entered in the drawing.
5. Each approved entry will be assigned a corresponding numbered ball which will be randomly drawn lottery style at an open meeting.
6. Management will assign wet slip and trailer parking numbers then notify all lottery winners.
7. Once all slips have been assigned and there are no owners on waiting list, renters may rent empty slips at a rate of \$80.00 per month.

****SI NECESITA AYUDA, POR FAVOR COMUNIQUESE CON LA OFICINA****

The following is a copy of the Outdoor Resorts at Long Key's Rules and Regulations regarding use of the Marina wet slips. Be advised that these rules must be adhered to and will be strictly enforced at all times.

Marina Boat Slips:

- A.** All boats must be registered at the Office before docking.
- B.** Boat slips in the Marina are by lottery and are for six (6) months period. November 1st through April 30th and May 1st through October 31st.
- C.** Fee for six-month rental is \$480 to be paid in full at the office before usage.
- D.** Failure to pay entire fee by the given due date will result in losing your slip.
- E.** No sub-letting of boat slips regardless of any monies exchanged.
- F.** Watercraft can only be docked at a slip assigned to them.
- G.** Any slip not taken at the lotto drawing will be first come first serve. They will pay a prorated fee.
- H.** Any boat that is not removed from the Marina wet slip by the last day of the lease period, will be towed and stored by a private towing company at the boat owners' expense.
- I.** All boats must be removed if ORLK is under a tropical storm watch, any hurricane watch.
- J.** A decal issued by the office indicating the slip number must be affixed to the watercraft in a visible location prior to dockage.
- K.** ORLK is not responsible/liable for any damage and/or theft to any watercraft.
- L.** Boats at the Marina must be moored so that no portion of the vessels, equipment, and/or possessions overhang the dock or infringe on the safe usage of the main walkway at the Marina.
- M.** Mooring lines, hoses, and cords must be secured to the boat and must not interfere with pedestrian traffic on the dock and throughout the Marina.
- N.** Hoses may be stored on finger docks only, hoses stored on main dock walkway will be removed.
- O.** No electric use.
- P.** The maximum boat width (Beam) allowed on the floating docks is 8'6".
- Q.** If a unit is rented, during the lease period owners are not permitted to participate, unless there are unused empty spaces.
- R.** No commercial activity of any kind is permitted.

LOT 9-LEASE AGREEMENT - OUTDOOR RESORTS AT LONG KEY, INC.

TERMS OF AGREEMENT:

I understand that it is specifically not the intent of the Board to provide a trailer storage facility on an annual basis where other commercial facilities could be used. The intended use of the parking facilities is to provide a place for trailers that are used for transportation of watercraft to and from the Park on a seasonal basis. Parking spaces will be reassigned bi-annually, by publicly noticed lottery if necessary.

The rent for Ocean Lot # 9 shall be payable for the entire lease period when the lease is signed.

Any boat trailer that is not removed from Ocean Lot # 9 by the last day of the lease period will be towed and stored by a private towing company at the trailer owners' expense.

I _____, of Lot # _____, owner of Boat/Trailer

Type: Trailer Make: _____ Length: _____ do agree to lease space in the following: **Lot 9 Boat Trailer Storage Area**

for a period from May 1 to October 31 or Nov 1 to April 30 of the given year @ \$108.00 TAX INCLUDED PER 6 MONTH, PAYABLE LIMITED TO A 6 MONTH RENTAL PERIOD. LOT 9-PAYMENT IS NON-REFUNDABLE.

TERMS & CONDITIONS OF LEASE AGREEMENT

The following terms and conditions are hereby incorporated in the Lease Agreement entered into by Outdoor Resorts at Long Key, Inc. (ASSOCIATION)

and _____ (USER).

1. At the ASSOCIATION'S election, this Lease may be terminated when the lot owned by USER is conveyed or when USER'S lease of the space is terminated or expires.
2. USER hereby agrees to abide by all rules and regulations of the ASSOCIATION as contained in the ASSOCIATION documents, or as may be promulgated from time to time by the Board of Directors.
3. USER hereby agrees to hold ASSOCIATION harmless and to indemnify it against any public liability and/or property damage liability which may arise by reason of the use by USER of the premises, including attorney fees and costs incurred in defending any claims.
4. USER hereby agrees to assume all responsibility for insurance respecting the trailer parked in the leased space during use under this Agreement, and to assert no claim of coverage under any policy of ASSOCIATION for claims arising out of such use. ASSOCIATION shall not be responsible for theft of the trailer or any personal property therein or a part thereof, nor shall ASSOCIATION be responsible for any damage to the trailer.
5.
 - (a) -- USER will comply with all laws of the United States, the State of Florida, all ordinances of Monroe County and all rules and requirements of the local police and fire departments and will pay any taxes or fees due to any authority arising out of USER'S use of the facility.
 - (b) -- If said premises of Outdoor Resorts at Long Key, Inc., during the term of this Agreement shall be damaged by the act, default, or negligence of the USER, or of any of the USER'S agents, guests or any persons admitted to said premises by USER, USER shall pay to ASSOCIATION upon demand such sum as shall be necessary to restore said premises to their prior condition.
 - (c) -- USER shall be responsible for any attorney's fees and costs incurred by ASSOCIATION in enforcing any of the provisions of the Agreement.
- 6. USER may not assign his/her/their rights or interest under this Lease or sublet the premises.**
7. The space which is the subject of this Lease may not be rented for use by other than a lot owner or properly approved tenant.
8. No trailer other than that identified in the Lease may occupy the leased premises without the prior written approval of Management.

Owners having to give up their spaces in Ocean Lot #9 and the Marina Wet Slip must have their watercraft and or trailer removed from the leased space no later than 5:00 PM on April 30th, 2020. Rental charges, at a rate of \$25.00 per day to be levied on any watercraft or trailer that are not removed by this date. Any watercraft or trailer not removed within seven (7) days will be towed at owner's expense.

USER print name: _____ LOT# _____ TELEPHONE #: _____

SIGN: _____

DATE: _____

ALL WINNERS OF THE LOTTERY AND ANYONE PUTTING A TRAILER INTO THE LOT 9 MUST GO TO GUARDHOUSE TO RECEIVE A LOT 9 STICKER. ALL TRAILERS MUST HAVE THE LOT NUMBER ON IT FOR IDENTIFICATION

BOAT AND TRAILER REGISTRATION

BOAT INFORMATION MUST BE REGISTERED IN THE OWNERS/ LESSEE NAME

HOMEOWNER RENTER LOT # _____

NAME: _____

ADDRESS: _____

PHONE: _____ CELL: _____

E-MAIL ADDRESS _____ @ _____

BOAT HULL IDENTIFICATION # _____

MAKE _____ MODEL _____ BEAM WIDTH _____

INBOARD OUTBOARD HP _____ SAIL _____ *LENGTH _____ FEET _____

STATE# _____ DECAL# _____ DATE ISSUED _____

INSURANCE COMPANY _____ POLICY # _____

BOAT TRAILER INFORMATION

STATE LICENSE # _____

MAKE _____

DECAL # _____ DATE ISSUED _____

*** PREFERRED BOAT SLIP NUMBER**

1.

2.

3.

*Length and feet includes motors and pulpits.

LEASE AGREEMENT - MARINA BOAT DOCKAGE - WET SLIPS

TERMS OF AGREEMENT:

I understand that it is specifically not the intent of the Board to provide a wet slip storage facility on an annual basis where other commercial facilities could be used. The intended use of the wet slip facilities is to provide a place for watercraft on a seasonal basis. Wet slip spaces will be reassigned bi-annually, by a publicly noticed lottery if necessary. **Each lease will be for an entire six-month period; either November 1st through April 30th or May 1st through October 31st of any given year.**

I further understand that the rental rate of \$480.00 is for the entire six-month period, and I agree to pay the full rental rate fee applicable for the six-month period that I have reserved, whether or not I have occupied my allocated space for the full reserved period. There will be no refunds issued if user wishes to terminate the signed lease agreement, unless there are names remaining on the lottery list that are willing to occupy the space for the remainder of the lease. Management determines the right to issue a refund based on any names remaining on the lottery list who are remaining and will continue to occupy the space.

On or before May 1st and November 1st of any given year names will be drawn for the wet slip docking spaces for any portion of that year. Preference will be given to those owners or tenants whose lot is not adjacent to a sufficient length of waterway to allow boat dockage. If on May 1st or November 1st there are fewer requests for docking, then there are spaces, then spaces will be allocated to all who applied. During the year, when requests for docking spaces exceed the spaces available, names will be drawn from the lottery as spaces become available. No lot owner can request more than one (1) wet slip unless there are fewer request for docking than there are spaces. If you are not in the consecutive lottery, you must have your watercraft removed from the leased space no later than 5:00 PM on either April 30th or October 31st of any given year.

At the end of any given lease period, either Nov. 1st, through April 30th or May 1st through October 31st, any person whose name remained on a waiting list shall be given space first for the following lease period, with the remainder of new requests assigned by lottery if necessary.

You need remember only that you must place your name on the Marina Wet Slip Lottery List before November 1st or May 1st in any given year. You will be notified in writing, or in person, that your name has been drawn and a space has been allocated for you.

The rent for all wet slip docking shall be payable for the entire lease period when the lease is signed.

Any boat that is not removed from the Marina area wet slip by the last day of the lease period, will be towed and stored by a private towing company at the boat owners' expense.

_____, Lot _____ owner of
watercraft: Type _____ Make _____ Registration# _____ do
hereby agree to lease space in the Marina Wet Slip Area for the period of:

(Check One Date Below)

November 1st through April 30th

May 1st through October 31st

Furthermore, I agree that I am the owner of the watercraft stated above and only that watercraft stated above will occupy the leased slip. Violation of this or any other term of this agreement will result in immediate forfeiture of the slip and no refunds will be provided.

**PLEASE READ AND SIGN THE TERMS OF CONDITIONS.
PLEASE SEE REVERSE SIDE.**

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1. At the ASSOCIATION'S election, this Lease may be terminated when the lot owned by USER is conveyed or when USER'S lease of the lot is terminated or expires.
 2. USER hereby agrees to abide by all rules and regulations of the ASSOCIATION as contained in the ASSOCIATION documents, or as may be promulgated from time to time by the Board of Directors.
 3. USER hereby agrees to hold ASSOCIATION harmless and to indemnify it against any public liability and/or property damage liability which may arise by reason of the use by USER of the premises, including attorney fees and costs incurred in defending any claims.
 4. USER hereby agrees to assume all responsibility for insurance respecting the vehicle or vessel parked in the leased space during use under this Agreement, and to assert no claim of coverage under any policy of ASSOCIATION for claims arising out of such use. ASSOCIATION shall not be responsible for theft of the vehicle or vessel or any personal property therein or a part thereof, nor shall ASSOCIATION be responsible for any damage to the vehicle or vessel.
 5. (a) -- USER will comply with all laws of the United States, the State of Florida, all ordinances of Monroe County and all rules and requirements of the local police and fire departments and will pay any taxes or fees due to any authority arising out of USER'S use of the facility.
(b) -- If said premises of Outdoor Resorts at Long Key, Inc., during the term of this Agreement shall be damaged by the act, default, or negligence of the USER, or of any of the USER'S agents, guests or any persons admitted to said premises by USER, USER shall pay to ASSOCIATION upon demand such sum as shall be necessary to restore said premises to their prior condition.
(c) -- USER shall be responsible for any attorney's fees and costs incurred by ASSOCIATION in enforcing any of the provisions of the Agreement.
 6. USER may not assign his/her/their rights or interest under this Lease or sublet the premises. USER must notify the Office when their Marina Wet Slip becomes vacant.
 7. The space that is the subject of this Lease may not be rented for use by other than a lot owner or properly approved tenant.
 8. No vehicle or vessel other than that identified in the Lease may occupy the leased premises without the prior written approval of Management.
 9. If the owner of the watercraft is not in residence in the Park, watercraft must not be left in the Marina Wet Slips during the Hurricane Season (June 1 to December 1). If watercraft is not removed by the owner on or before June 1st it may be removed by the Association at the owner's expense.
 10. If the owner is in residence in the event of a hurricane warning, all above-mentioned vehicles in Marina Wet Slips must be removed by the owner of watercraft(s) to prevent their damaging other property. If they are not removed, they may be removed by the Association at the owner's expense.
- Owners having to give up their spaces in Ocean Lot #9 and the Marina Wet Slip must have their watercraft and or trailer removed from the leased space no later than 5:00 PM on April 30th, 2020. Rental charges, at a rate of \$25.00 per day to be levied on any watercraft or trailer that are not removed by this date. Any watercraft or trailer not removed within seven (7) days will be towed at owner's expense.**

Print name: _____ Lot#: _____

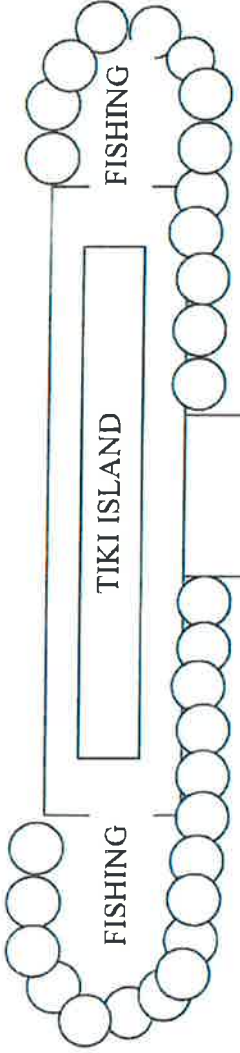
SIGNED: _____

1. WILL YOU BE IN ATTENDANCE AT THE DRAWING OF WET SLIPS? YES NO
- IF NO, STATE THE NAME OF YOUR SURROGATE: _____

PAYMENT MUST BE SUBMITTED TO ORLK AT THE OFFICE WITHIN 2 WEEKS OF NOTIFICATION OF SLIP DRAWING. IF NO PAYMENT IS RECEIVED YOUR SLIP WILL BE FORFEITED.

ENGLISH

ESPAÑOL



Slips #7 thru #30 are for boats from 21ft to 29ft

Slips #18 & #19 are for boats of 18ft or less

Slips #5, 6, 31, 32, 33, 34 & 35 are for 30ft or longer vessels

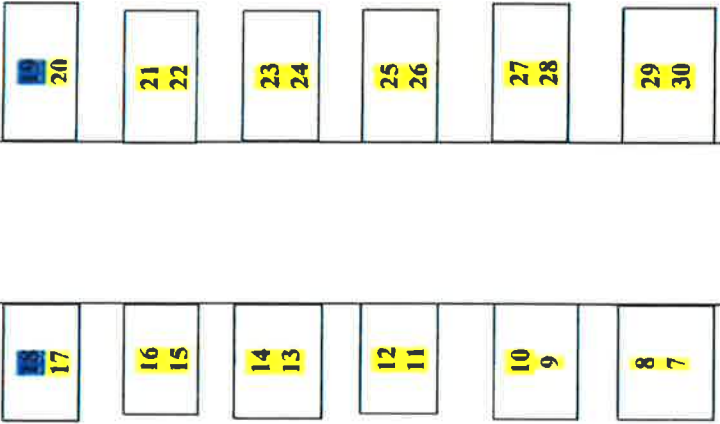
Slips #1, 2, 3 & 4 are for boats 20ft or less

Muelles #7 al #30 son para botes 21 pies a 29 pies

Muelles #18 y #19 el tamaño de los botes sera de 18 pies o menos

Muelles #5, 6, 31, 32, 33, 34 & 35 son para Botes de 30 pies o mas

Muelles #1, 2, 3, 4 son para botes de 20 pies o menos



NO FISHING

NO FISHING

NO FISHING

