



January 1, 2023

RE: KAYAK/CANOE ANNUAL REGISTRATION

Dear Owner,

Our records indicate that you are currently renting a space for your kayak/canoe at the beach kayak rack. As you know, all kayaks/canoes must be registered with the office and the rental fee is due annually.

Please complete the attached Kayak Agreement (both pages) and return it to the management office along with your payment (check or money order only) in the amount of \$40 later than February 15, 2023. Failure to return the attached forms and payment may result in the kayak/canoe being removed and the space reassigned.

If we do not receive payment by February 15, 2023, your spot will be forfeited and assigned to the next person on the waiting list. Your kayak will be removed from the rack and placed in storage at a cost to you of \$25.00.

Your attention to this matter is appreciated. Cordially,

Community Association Manager
Bermuda Bay Beach Condominiums

CC: Board of Directors

4201 38th Ave South St. Petersburg, FL 33711
Office: 727.864.0735 Fax: 727.864.0870
E-mail: bbboffice@condominiumassociates.com
Website: www.bermudabaystpete.com

BERMUDA BAY KAYAK AND CANOE CLUB AGREEMENT 2023

STORAGE RACKS ARE LOCATED IN UNSECURED LIMITED COMMON USE AREAS. ANY STORAGE IN THE STORAGE RACKS IS AT THE SOLE RISK OF THE USER.

PAYMENT BY CHECK OR MONEY ORDER ONLY

SPACE NUMBER: _____ ASSIGNED DATES: JANUARY 1, 2023- DECEMBER 31, 2023

DATE: _____

UNIT#: _____

NAME

MAILING ADDRESS

CONTACT TELEPHONE#

EMAIL ADDRESS

TYPE OF CRAFT:

- KAYAK
- CANOE

DESCRIPTION - PLEASE PROVIDE MAKE, MODEL, COLOR, ETC:

COMMENTS:

PLEASE MARK YOUR UNIT NUMBER ON YOUR KAYAK/CANOE AND MAKE SURE THAT YOU LOCK YOUR VESSEL TO THE RACK. OWNER IS RESPONSIBLE TO HAVE VESSEL SECURED DURING STORMS. PLEASE PROVIDE ANY ADDITIONAL INFORMATION (COMBINATON LOCK #, EMERGENCY REMOVAL INSTRUCTIONS, ETC...) ON COMMENT LINE. ANY UPDATES OR REMOVAL OF VESSEL PLEASE CONTACT OFFICE AT: 727-864-0735

Due to named storms any kayaks that are not tied down that need to be secured by our Maintenance Team will be charged a fee of \$25.00.

The undersigned hereby agrees to the following terms and conditions:

- 1. ELIGIBILITY.** Eligibility for a storage space is limited to owners only at Bermuda Bay.
- 2. TERM.** The effective date and term of this agreement is from January 1, 2021 until December 31, 2021. Thereafter the agreement may be renewed if continued usage of the area in the present configuration is deemed appropriate. If demand for more spots are needed, then space allocation may be limited per owner, so that as many owners as possible will have a space. The final decision will be given by the Kayak Committee, if in place and/or by the acting Board of Directors. Additional allocation guidelines may be required by the Committee or Board if demand exceeds supply.
- 3. MAINTENANCE.** The annual rental fee for 2023 is \$40.00. The annual fee is due by the January 1, 2023. The annual maintenance/rental fee is set by the Committee or Board. The Committee or Board may change the storage fee by providing written notice of such change to Owner no less than sixty (60) days prior to the end of the annual rental period.
- 4. USE.** Storage racks are to be used for the storage of kayaks and canoes only that fit in the assigned spot belonging to the Owner of a unit at Bermuda Bay. Unauthorized usage of an assigned space, may result in the removal of the kayak/canoe and/or forfeiture of the assigned space.
- 5. MODIFICATION.** Storage racks may not be modified, altered, or changed in any way without prior written approval of the Committee and/or Board of Directors.
- 6. DAMAGE.** Owner is liable for any damage to his/her assigned space or any damage resulting from misuse.
- 7. ASSIGNMENT & SUBLEASE.** The assigned kayak/canoe space may not be re-assigned or sublet. Kayaks/canoes may not be intended for usage or conveyed for the usage by tenants or lessees and may not be rented out for usage. All kayak owners with assigned space(s) are solely responsible for the removal of their Kayak if a public weather warning for a named storm is announced. The Committee and/or the Board shall have no responsibility for owner vessels. A fee of \$25.00 will be charged for any unsecured kayak that Maintenance needs to secure in named storm.
- 8. TERMINATION.** This agreement may be terminated by either party hereto by providing 30 days written notice. This agreement will automatically terminate and the space on the rack will return to the list for assignment by the Committee and/or Board if:
 - (a)** The rent remains unpaid for 30 days after the due date.
 - (b)** The Committee and/or Board deem there is non-compliance of any of the aforementioned provisions.
- 9. HOLD HARMLESS.** Owner acknowledges that he/she has been advised that the storage of any items on the storage racks of Bermuda Bay is solely at his/her own risk. Owner hereby expressly assumes full responsibility for any and all damages to any items, or the loss of any item stored on the assigned rack, and agrees and holds the Association, its employees and its Board of Directors harmless from any claims arising from said damage or loss. Owner also agrees to reimburse the Association, its employees and its Board of Directors for any and all legal fees and defending any action relating to the stored items.
- 10. RIGHT TO RELOCATE ASSIGNED SPACE.** The Committee and/or Board has the right to reassign spaces as it deems necessary by providing written notice to Owner. Owner may terminate use at any time. However, yearly fee will not be refunded.

OWNER acknowledges receipt of the rules and regulations and agrees to comply with them. Confirmation of assigned space valid only upon receipt of this agreement completed in full and annual payment.

(OWNER SIGNATURE)

(DATE)