

## **LICENSE AGREEMENT FOR DOCK**

**THIS LICENSE AGREEMENT** (the "Agreement") is made and entered as of the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by THE ROTONDA HEIGHTS CONSERVATION ASSOCIATION, INC., a Florida corporation not for profit whose address is 3754 Cape Haze Drive, Rotonda West, FL 33947 (the "Association") and \_\_\_\_\_ ("Licensee").  
whose address is \_\_\_\_\_

**WHEREAS**, the Association is the community association for the Rotonda Heights Subdivision (the "Subdivision") located in Charlotte County, Florida pursuant to the Declaration of Restrictions recorded in the Official Records of Charlotte County Florida at OR Book 3936, Page 876 (the "Declaration").

**WHEREAS**, the Association owns exclusive title to and operates certain greenbelts and common areas throughout the Subdivision (the "Common Property") on which there are maintained one or more lakes (each hereafter, a "Lake") as more particularly described in the Declaration and the Plat of the Subdivision.

**WHEREAS**, Licensee is the owner of that certain real property (the "Licensee's Property") located and situate in Charlotte County, Florida, that is more particularly described on the attached Exhibit "A" to this Agreement;

**WHEREAS**, portions of the Licensee's Property adjoin the Common Property; and

**WHEREAS**, the Licensee has requested the use of a portion of the Common Property immediately adjacent to Licensee's Property to construct and maintain a dock and related improvements for the Licensee's use upon Licensee's receipt of any and all required permits and approvals; and

**WHEREAS**, the Association has agreed to approve the Licensee's request subject to and in accordance with the terms and conditions stated in this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association hereby grants the Licensee a revocable license (the "License") to enter upon and use that portion of the Common Property that is immediately adjacent to the Licensee's Property and as further described herein (the "Licensed Area") upon the following described terms and conditions.

**1. Use.** Upon its receipt of all required permits and approvals the Licensee may construct and maintain a dock and related improvements (collectively, the "Dock") on and upon the Licensed Area during the term of this Agreement solely for the Licensee's non-commercial mooring of recreational pleasure craft and related recreational activities. The Licensee's construction and use of the Dock shall not infringe or impair rights granted to any other parties to utilize the Common Property or the Lake.

**2. Licensed Area.** The Dock and all related facilities and equipment shall be constructed and maintained in a location lying between the parametrical extensions of the boundary lines of the Licensee's Property running from the terminus of the Licensee's Property to and into the Lake.

**3. Responsibilities.** The Licensee shall bear all costs and liabilities related to the construction, operation, repair, maintenance and replacement of the Dock and the Licensee does hereby indemnify and hold harmless the Association from and against the same. The Licensee shall at all times maintain the Dock in a safe, neat, and orderly condition. The Association shall have no responsibility for any costs or liabilities whatsoever related to the construction, operation, repair, maintenance or replacement of the Dock.

**4. Permits; Approvals.** The Association's grant of the License described herein is not the issuance of a permit or any other required approval necessary for the Licensee to construct the Dock. The Licensee must separately apply and obtain all County and any other required governmental and private permits and approvals required for the construction and use of the Dock.

**5. Insurance.** Prior to construction of the Dock and throughout the maintenance thereof, Licensee shall maintain in full force and effect, with a carrier reasonably satisfactory to and approved by the Association, a policy of liability insurance covering all activities on, around, and in connection with the Dock. The policy of insurance shall be in limits of no less than \$1,000,000 and shall name the Association as an additional insured. The Licensee shall be required to provide proof of insurance to the Association on an annual basis.

**6. Signage, Rules, Regulations and Guidelines.** Licensee shall at all times maintain a conspicuous sign in the vicinity of the Dock stating "Private Property, No Trespassing." Signage as well as the size, configuration, material, location, construction, maintenance, use, operation of the Dock and all other aspects of the Dock and Licensee's activities on the Lake and in connection with the Dock shall be subject to and in compliance with the rules, regulations, and guidelines that the Association or its Board of Directors has promulgated and may modify or amend at any time from time to time hereafter, and Licensee shall fully comply with all requirements thereof. A copy of the current Dock Regulations of the Association is attached hereto as Exhibit "B."

**7. Term.** The term of this Agreement shall commence upon the execution of this Agreement and shall continue thereafter unless and until terminated as stated herein. The Agreement shall immediately terminate upon the Association's revocation of the License, which License shall be revocable by the Association at any time, with or without cause. Upon the termination of this Agreement, all rights and permissions granted hereunder shall cease and terminate except that the parties' respective rights and obligations pursuant to Sections 3, 8, 9, 11, 12, and 13 shall survive termination so as to give effect to the purpose of those sections.

**8. Removal of Dock.** The Licensee shall remove the Dock and any other structure and equipment installed or attached to the Licensed Area within ninety (90) days after the termination of the Agreement. If the Licensee fails to timely remove the Dock, structures and

equipment then all the Dock, structures and equipment thereon will be forfeited to the Association. The Association may remove and sell such forfeited property within ten (10) days after delivering written notice to the Licensee via U.S. Mail at the address stated in the opening paragraph to this Agreement. Licensee hereby irrevocably grants the Association the right to enter upon the Licensee's Property for the purpose of removing and selling the forfeited property. The remedy provided to the Association in this Section 8 is in addition to all other remedies available to the Association under applicable laws, rules and regulations.

**9. Removal Costs, Lien.** The amount of all costs and expenses the Association incurs to remove the Dock, structures, and equipment constructed and maintained on the Licensed Property shall be a lien upon the Licensee's Property. The Association may enforce its lien rights in the same manner as an assessment lien under the terms of the Declaration and Florida law. The Licensee shall pay the Association all such removal costs and expenses within thirty (30) days after the Association's delivery of a written notice describing the costs. Should Licensee fail to pay such costs and expenses within the time required, the Association may proceed to record and foreclose its lien and recover, in addition to the amount of all removal costs and expenses, all attorney fees and court costs incurred in connection with the preparation, recording and enforcement of the Association's lien.

**10. Breach.** The Licensee's failure to comply with the provisions of this Agreement shall constitute a breach of the Agreement and may result in the Association revoking the License. Additionally, if the Licensee materially defaults in any of its duties, responsibilities or obligations stated in this License, then the License shall immediately terminate, Licensee shall immediately be obligated to remove the Dock and all related improvements and equipment, and the Association may pursue any and all remedies available in law or equity.

**11. Release and Indemnification.** Licensee, for Licensee and each and every of Licensee's guests, invitees, tenants, and other authorized users of the Dock and the Lake, does hereby assume all known and unknown risks including, but not limited, to bodily injury, loss of life, and damage to persons or property, associated with the use of the Licensed Area, the Dock and the Lake, and with the construction, operation, use, maintenance, repair, alteration, removal, or abandonment of any and all improvements it constructs on or makes to the License Area, and does hereby waive, release, indemnify, defend, save and hold harmless the Association and its officers, directors, members, employees, agents, and other representatives, of, from and against any and all manner of claims, actions, causes of action, demands, damages, losses, costs, penalties, responsibilities, liabilities, and expenses (to include reasonable attorneys' fees, costs and expenses) for any and all damage or injury of any kind or nature whatsoever, whether at law or in equity, in contract or in tort, known or unknown, matured or unmatured, patent or latent, that is caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the use of the Licensed Area and the construction, operation, use, maintenance, repair, alteration, removal, or abandonment of any such improvement and any associated activity, actions or events related thereto whether arising out of the actual or alleged negligence, gross negligence, or intentional misconduct of the Association or any of its officers, directors, employees, agents, or other representatives.

**12. Limit of Association Liability.** IN NO EVENT SHALL THE ASSOCIATION BE LIABLE TO THE LICENSEE, OR TO ANYONE CLAIMING FOR, BY, OR THROUGH THE LICENSEE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, OR USE OF THE DOCK WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

**13. Material Inducement.** Each of Licensee's covenants and agreements herein, including without limitation the Release and Indemnification provisions set forth herein, is a material inducement to the Association granting the License requested herein and permitting Licensee to undertake activities on the Lake. Licensee agrees and acknowledges that the Association would not have granted the License provided herein without each and every of Licensee's covenants and agreements herein and acknowledges that the License granted herein constitutes full and sufficient consideration therefor.

**14. Taxes.** The Licensee shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority with respect to any improvement made and maintained on the License Area and upon request shall furnish the Association with satisfactory evidence of such payment.

**15. Compliance with Laws.** The Licensee shall abide by all applicable laws, statutes, ordinances, rules, and regulations with respect to the construction and use of the Dock and to the performance of its Agreement obligations.

**16. Assignment; Sale or Transfer of the Licensee's Property.** The License granted by this Agreement is not assignable and the Licensee may not assign its rights or obligations under this Agreement. Upon the Licensee's sale or other transfer of title to the Licensee's Property, the License and this Agreement shall terminate. However, if the Licensee is not in material default of the Agreement and the transferee delivers a written request for a similar license to the Association a reasonable time prior to the closing of a sale or other transfer of the Licensee's Property, and the Board of Directors of the Association approves the transferee's request, then the Association will grant the transferee a similar revocable license to use the Dock.

**17. Severability.** If any provision of this Agreement, or its application to a particular person or circumstance, shall be held invalid, then the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

**18. Amendment.** This Agreement may only be amended or modified by a written agreement between the Association and the Licensee.

**19. Governing Law; Venue.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any litigation concerning or arising out of this Agreement shall lie exclusively in the courts of Charlotte County, Florida.

**20. No Public Access.** No right of access or use by the general public to any portion of the License Area is granted by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as set forth below.

**Association:**

**Licensee:**

THE ROTONDA HEIGHTS  
CONSERVATION ASSOCIATION, INC., a  
Florida corporation not for profit

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT "A"**

The Licensee's Property

Lot \_\_\_\_, Block \_\_\_\_\_,  
Rotonda Heights Subdivision,  
Charlotte County, Florida

Street Address: \_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "B"

Current Dock Regulations Attached

(subject to change from time to time)