



BVD SLIP USE APPLICATION AND AGREEMENT

Effective December 2024

This Agreement is made between Bahama Village Docks, Inc. (hereinafter referred to as "BVD") and the undersigned Member/User, as follows:

1. Grant of Slip Use

BVD hereby provides for use of the designated boat slip (the "Slip") to the User identified below, subject to the terms and conditions herein, as well as BVD's By-Laws, Rules and Regulations and all other policies duly adopted and amended from time to time (collectively, "Rules").

2. Membership Categories and Terms of Use

Class "A" Members:

- Use of the Slip shall commence on the date indicated below and shall continue indefinitely, provided the Member maintains their membership in good standing, complies with the Rules, and remains current on all assessments and fees.

Class "B" and "C" Members:

- Use of the Slip shall be on a month-to-month basis only, commencing on the date indicated below. BVD may terminate or reassign the Slip upon thirty (30) days' written notice to the User.

Guests

- Subject to prior approval by the President, Vice President or Dockmaster acting for the Board of Directors, any Class "A" Member is entitled to use or allow a bona fide house guest to use an empty slip assigned by the BVD Board for three (3) days free, and up to fourteen (14) additional days thereafter once in any three (3) month period for a prepayment use assessment equal to \$10.00 per day.

All Users must comply with the requirements set forth herein and provide documentation as outlined in Section 7.

3. Assessments and Fees

- Slip use fees shall be determined by the BVD Board and are subject to change upon notice. The current rate is as indicated in the BVD Fee Schedule.
 - A one-time administrative fee of \$150 applies to all Class B, Class C, and Guest Users.
 - All fees must be paid in full and on time to avoid default under this Agreement.
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4. Use of the Slip

- The Slip is provided for the storage of the User's vessel(s) in compliance with the Rules.
- The Slip is accepted "as is," and use is at the sole risk of the User.
- Unauthorized subleasing, transfer, or assignment of the Slip is strictly prohibited.
- Liveaboard the any vessel in Bahama Village Docks, Inc is prohibited.
- BVD Dockmaster verification of seaworthiness, appearance and size is required of all vessels prior to use of the slip.

5. Insurance and Indemnity

- All Users shall maintain liability insurance with minimum coverage of \$500,000, and for long-term use, Bahama Village Docks, Inc. must be named as an additional insured. Proof of insurance must be provided prior to Slip use.
- Users agree to indemnify and hold harmless BVD and its members, directors, officers, and agents from any claims, demands, or liabilities arising out of their use of the Slip or related facilities.

6. Documentation Requirements

All Users must submit the following prior to Slip use:

1. Proof of residency in Bahama Village or, for Guest Users, the Coronado Cays (e.g., utility bill, lease agreement, escrow confirmation of purchase, etc.).
2. Current boat registration or documentation.
3. Insurance certificate reflecting liability coverage of \$500,000, with BVD listed as an additional insured for long-term users.

7. Default and Remedies

- Failure to comply with the Rules, pay fees, or provide required documentation shall constitute default. Users will be given thirty (30) days' written notice to cure any default.
- If the default is not cured within the notice period, BVD may terminate this Agreement, repossess the Slip, and enforce a lien on any vessel or property in accordance with California law.
- BVD reserves all rights and remedies available under the law, including but not limited to sale of the User's vessel or property to satisfy unpaid obligations.

8. Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of the State of California.
- In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.



9. Miscellaneous Provisions

- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- Any invalid provision of this Agreement shall not affect the remaining provisions, which shall remain in full force and effect.

User Information:

Name: _____

Address in the Coronado Cays: _____

Phone: _____

Email: _____

Billing address

Street _____

City _____ State _____ Zip Code _____

Slip Information:

Requested Slip Number: _____

Requested Start Date: _____

For Guest Users: Beginning Date _____ Ending Date _____

Boat Information:

Boat Name: _____

Boat Registration/Doc Number: _____

Manufacturer _____ Model _____

Length Overall (LOA): _____ FT Beam: _____ FT

Draft: _____

Type: ☐ Fueled Motor ☐ Electric Motor ☐ Sailboat

Signature:

By signing below, the User acknowledges that they have read, understood, and agree to abide by the terms of the BVD Regulations and Rules and this Agreement.

User Signature: _____ Date: _____

Bahama Village Docks, Inc.
P.O. Box 181168
Coronado, CA 92178



www.bahamavillagedocks.com
BahamaDocks@aol.com
619-423-4657

For Office Use Only

- **Slip Assigned:** _____
User Fee: _____
- **Start Date:** _____
- **End Date for Guest User** _____
- **Membership Status:**
 - ☐ **Class A (Membership Cert #)** _____
 - ☐ **Class B**
 - ☐ **Class C**
 - ☐ **Guest User**

DOCKMASTER INSPECTION AND APPROVAL DATE: _____

BVD BOARD APPROVAL DATE: _____

BVD Representative: _____ **Date:** _____

BVD Position: _____ **Name** _____
