



**Hyatt Boat Slip Reservation Form**

**Today's Date:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Resident Name: \_\_\_\_\_  
(If different)

Emergency Contact Telephone No.(s): \_\_\_\_\_

Reservation Date(s) Requested: From: \_\_\_\_\_ To: \_\_\_\_\_

Number of Days Requested for reservation \_\_\_\_\_ x \$10.00 per day = \_\_\_\_\_

At the time of reservation, please attached your check made payable to  
"Beau Ciel Condominium Association, Inc."

The Association's Boat Basin Rules and Regulations are attached to this form.

\_\_\_\_\_  
Signature of Owner

Check \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ received by: \_\_\_\_\_  
Signature of Staff Member

***All checks and copy of the reservation form to be submitted to Manager's attention at Beth Callans Management.***

## BOAT BASIN

The Rules and Regulations governing the boats using the Hotel Boat Basin (the “Boat Basin Rules”) are attached hereto. A Basin Board comprised of the president of Marina Suites Association, Inc., the president of Beau Ciel Condominium Association, Inc., the general partner of Hotel Associates of Sarasota, Ltd. (“Hotel Associates”) and the representative of Hyatt Corporation will hold meetings to resolve issues arising in the use of the Hotel Boat Basin and adjoining waters. Hotel Associates shall have the right to amend the Boat Basin Rules, subject to input from the Association and the Basin Board. In addition to the attached Boat Basin Rules, the use of the Boat Slips by those Unit Owners who have leased same and those leased by the Association (the “Association Boat Slips”) as described in Section III.F.4 of the Master Declaration recorded in Official Records Instrument #2001146733, of the Public Records of Sarasota County, Florida, shall be subject to the rules and regulations contained in the leases and to the following rules and regulations:

1. The Association Boat Slips are:

Slip Number	Maximum Boat Length	Maximum Boat Width (Beam)
10	40'	19'
11	40'	10'
12	36'	11'
13	36'	13'

2. “Performance” power boats which do not contain a muffling system or which have a less than standard boat muffling system are not allowed within the Hotel Boat Basin.

3. The Association Boat Slips are for the temporary mooring of non-commercial boats owned by guests or invitees of Unit Owners.

4. Reservations of the Association Boat Slips may be made by Unit Owners on forms approved by the Association, at least sixty (60) days in advance. At any time that the Association Boat Slips have not been reserved, they will be available on a first come-first served basis and the boats must be registered with the Association and the Dock Master during the period of any use of the Association Boat Slips. Thereafter you make your arrangements with the Dock Master at the Hyatt (941) 812-4063. The Beau Ciel discounted rate is \$2/foot per day. Payments are made to the Hyatt Regency Sarasota

5. Maximum stay of any boat at the Association Boat Slips is seven (7) days during any calendar month; moving boat from one Association Boat Slip to another Association Boat Slip shall be computed as part of the maximum stay. After said seven (7) day period, the stay may be extended day to day thereafter if Association Boat Slips are available which have not been reserved and if the extension of the stay is approved by the Association.

6. A \$10.00 charge shall be paid by the Unit Owner for each night of an authorized stay at the Association Boat Slips; however, there shall be no charge for a stay at an Association Boat Slip which does not extend past 11:00 P.M.

7. Boats may be required to vacate Association Boat Slips or may be prohibited from mooring at the Association Boat Slips during boat shows or other special events as determined by the owner of the Hotel Boat Basin or its designee.

8. In the event the boat remains at the Association Boat Slips longer than permitted under section 5 above, the owner shall then pay to the Association, the then applicable daily rate for each day

the boat continues to occupy the Association Boat Slips, and a lien, as provided in Chapter 713, Florida Statutes, shall attach to the boat upon which the Association can levy.

9. In case of an impending tropical storm or hurricane or other calamity, the owner of the Hotel Boat Basin or its designee (the "Designated Party") in its sole discretion, is authorized to do whatever it deems appropriate and reserves the right to move the boat at the owner's risk and expense. Undertaking to move the boat will not be deemed to be an assumption or responsibility for the safety, security, and care of the boat by the Designated Party nor will the Designated Party be deemed to be a bailee of the owner. By accepting transient mooring at the Association Boat Slips, the boat owner, his/her heirs and assigns, hereby releases the Association and the Designated Party from any liability for loss or damage to said boat or the contents thereof, due to fire theft, collision, windstorm, accident, or similar causes occurring to said boat.

10. Any party utilizing an Association Boat Slip shall exercise due care in the use and occupation of the Association Boat Slip and shall vacate the Association Boat Slip in good condition, ordinary wear and tear excepted. Any party utilizing an Association Boat Slip shall purchase and maintain comprehensive marine insurance to cover the use and operation of the Association Boat Slip, at such party's sole cost and expense, which insurance coverage shall provide for public liability (bodily injury and property damage) and for items in the care, custody, and control of such party in the amount of One Million (\$1,000,000.00) Dollars, protecting the Association from and against all claims, actions, proceedings, damages and liabilities, including attorney's fees, arising from or out the use of the Association Boat Slip. Proof of said insurance shall be delivered to the Association upon receipt of a request for same. The Association shall not be responsible for the loss or damage to any personal property or equipment left on boats using the Association Boat Slips. The parties utilizing the Association Boat Slips shall indemnify and hold the Association harmless against any and all claims for personal injury or property damage arising from the use or occupancy of the Association Boat Slips.