

# **BVG RULES & REGULATIONS**

## **REVISED 2022**

**(Supersedes May, 2018 Rules & Regulations)**

### **SECTION 10 DOCKS:**

The docks are a part of the condominium's common property.

- a. The BVG dock master assigns all boat slips and completes rental agreements on behalf of the Condominium Association in accordance with the dock space rules and regulation.
- b. Annual slip leases are assigned in priority order according to the order of requests received by the dock master. Requests should be made in writing by owners only.
- c. Owner intentions to remain on Priority Dock Wait List should be made in writing on or before January 1<sup>st</sup> of each year.
- d. When BVG Dock Rules and Regulations are sent to a prospective lessee, the lessee has 30 days to sign the lease and send \$500.00 to the BVG Dock Committee, Attn: Ken Andrayo, Unit F- 147, 1555 Tarpon Center Drive, Venice, FL. 34285, in order for the designated slip to be held for you. Unanimously approved by BVG Board of Directors, Oct. 22, 2015.<sup>1</sup>
- e. The prospective lessee has until December 31 of that year from the date of signing the BVG dock lease to have a boat in their assigned slip with the boat registration and insurance in the lessee's name.<sup>2</sup> Unanimously approved by BVG Board of Directors, Nov. 19, 2015.
- f. Vacant slips may be leased on a temporary basis to condo renters and owners guest in residence by the condominium association only. Subleasing of slips by owners, renter or guests is NOT permitted.
- g. If all slips are occupied and an owner requests a slip, the most recent renter/guest assigned a slip must vacate within a (30) day notice by the dock master and the Board of Directors, if necessary.
- h. Condo owners who are assigned dock space leases pay on an annual basis (January through December) in advance. Transient leases are on a monthly basis and paid in advance for the period of the lease. Rental fees for a partial

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<sup>1</sup> Unanimously approved by BVG Board of Directors, Oct. 22, 2015

<sup>2</sup> Unanimously approved by BVG Board of Directors, Nov. 19, 2015.

year are pro-rated. No rebates or credits will be made for space leased but not used. Transient leases cannot be for less than one (1) month.

- i. BVG has prepared a local release form which all those renting a slip are required to sign releasing BVG from all liability from injury, damage to personal property or other incident resulting from owners/renters, guest's use of docks. Also required of all slip renters is evidence of adequate Liability Insurance and Authorized Boat Registration.
- j. Boats are limited in size as to the length.<sup>3</sup> Bahia Vista Gulf provides 16 linear dock slips. There are 8 linear slips on each side of the canal. These slips are approximately 30 feet in length. New slip leases and those existing slip lessee, who wish to place a new or different boat in their assigned slip, are required by the BVG Dock Committee to submit their boat dimensions and specifications for approval before locating their boat in their assigned slip. Acceptance of this lease by the Dock Committee is contingent on the Approval by the Dock Committee's review of your boat Specifications.
- k. Sailboats as well as powerboats are welcome, however, because of space limitation; only one boat per owner, renter or guest can be accommodated.
- l. Children under twelve (12) years of age are not permitted in the dock area without adult supervision.
- m. Owners/renters or guests and users of docking facilities shall at all times comply with local, state and federal regulations and restrictions now or later in effect or so modified.
- n. Copies of detailed dock space and regulation can be obtained from the Dock Master.
- o. Boat slips are not assignable. This means you cannot assign the slip lease to any family member or other party through any agreement, estate execution or any other method of assignment.

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<sup>3</sup> Has been changed by the Dock Committee and approved by the Board of Directors in March of 2016.

**ACKNOWLEDGEMENT**

**By signing this document, I am acknowledging that I have read the BVG Rules and Regulations, have been contacted by the Dock Master and have been offered a dock slip. I have been informed that I have 30 days to send back the signed form along with a check for \$500.00 made payable to Argus Management in order to reserve the designated dock slip. The check should be sent to the BVG Dock Committee, Attn: Ken Andrayo, Unit F - 147, 1555 Tarpon Center Drive, Venice, Fl. 34285.**

**Lessee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DOCK SPACE**  
**RULES AND REGULATIONS**

**REVISED 2018**

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## **APPENDIX A**

### **DOCK SPACE** **RULES & REGULATIONS**

1. The docks are a part of the condominium's common property.
  - a) The Dock Master has the authority to assign dock space on an annual or temporary basis. Temporary dock space assignments must be coordinated with and agreed to by the qualified owner permanently assigned said space.
  - b) The assigned boat dock space shall be occupied only by a qualified boat. A qualified boat is one owned by the apartment owner, renter or guest and is limited in length and must be approved by the BVG Dock committee. Sailboats as well as powerboats are welcome.
  - c) The prospective lessee has until December 31 of this year from the date of signing the BVG Dock Lease to have a boat in their assigned slip with the boat registration and insurance in the lessee's name.<sup>4</sup>
  - d) All owners assigned an annual dock space must sign an annual lease (Appendix B) at the time the dock space is assigned and must pay the prorated annual rental at the date of signing such lease. This lease is automatically renewable from year to year on an annual basis January 1<sup>st</sup> through December 31<sup>st</sup> of each year and payment of annual rental as determined by the Board of Directors. This payment must be received by BVG Dock Committee Member, Ken Andrayo on or before the BVG Annual Board Meeting in January.<sup>5</sup> If the owner fails to make the renewal payment within thirty (30) days after the due date, the lease is automatically canceled at the discretion of the B.V.G.B.C. and if necessary the approval of the Board of Directors, said space may be assigned to another owner in accordance with the priority system described in section 2 below.

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<sup>4</sup> Unanimously approved by BVG Board of Directors, Nov. 19, 2015.

<sup>5</sup> Unanimously approved by BVG Board of Directors, Oct. 22, 2015.

- e) In the event the assigned boat docking space is unoccupied, the B.V.G.B.C. has been authorized by the board of directors to sub lease the dock space to another owner, renter or guest who is a registered owner of a qualifying boat in accordance with 1A above. Payment of transient sub-leased spaces must be paid in advance for the period of the lease on or before the date of signing the lease. Monthly transient rentals are determined, from time to time, by the Board of Directors.
  - f) The Dock Master will forward the original signed annual lease together with the lease payment to the BVG Dock Committee, Attn: Ken Andrayo, Unit F-147, 1555 Tarpon Center Drive, Venice, FL 34285 for deposit and recording. Lessee will retain a second copy.
  - g) In accordance with the articles of declaration of condominium, owners will at all times, have priority for temporary dock space assignment over all others. If all slips are occupied and an owner requests a slip, the most recent renter must vacate within thirty (30) days of notice by the Dock Master and Board of Directors if necessary.
  - h) All lease agreements must be accompanied with a copy of:
    - 1) Dock space Rules and Regulations (Appendix A)
    - 2) General release (Appendage I)
    - 3) Copy of boat registration (Appendage II)
    - 4) Proof of Insurance (Appendage III)
2. All docking spaces are assigned initially in accordance with the following priorities.
- a) Full apartment owners in residence with sole registered ownership of boat.
  - b) Full apartment owners in residence who are in partnership in registered ownership of boat.
  - c) Part apartment owners in residence with sole registered ownership of boat.
  - d) Full or part apartment owners not in residence with sole registered ownership of boat.
  - e) Renters and guests of apartment owners with sole registered ownership of boat.
3. The initial assignment period utilizing priorities A through C was applied to applications received prior to January 31, 1979. Priorities were applied to these applications in accordance with the date of signature. Applications received after January 31, 1979, were given a priority status in accordance with the date of receipt by the B.V.G.B.C. Effective September 1, 1996, applications currently on

file and received subsequent to September 1, 1996, are given a priority status in accordance with the date of receipt with the following requirements:

- a. Effective September 1, 1996 all applications for dock space must be made in writing and signed by the owner applicant (Appendix D). In order to remain on priority list applications must be renewed annually in writing.
  - b. In the event an applicant refuses a dock space, he must sign a new application and will be placed on the bottom of the list; otherwise he will be removed from the list.
  - c. The Dock Master will maintain a current list of applicants in order of priority, which will be posted on B.V.G. bulletin boards.
4. Each boat shall be secured in a manner to avoid damage to the boat; avoid damage to any other boat and to the common property.
  5. In the judgment of the B.V.G.B.C. and/ or Dock Master, if any boat shall be considered inadequately secured, the owners agree to take immediate remedial action to correct the condition. In the event of the owner's absence, the B.V.G.B.C. will take whatever action it deems necessary to correct the condition and the owner agrees to hold the B.V.G.B.C. harmless and to reimburse the B.V.G.B.C. for any costs that it may incur.
  6. Docking lines shall be attached only to the pilings on the wharfs.
  7. The dock area shall not be used to store any private materials.
  8. When water hoses are in use, only one length of the hose shall lie across the wharf. A self-closing handheld nozzle is to be used. Upon completion of the use of a water hose, it shall be promptly coiled upon its hose stand rack, the water shut off at the faucet handle, and the water drained from the hose.
  9. The electrical circuit is 110-120 Volt AC of 30-ampere capacity with each circuit feeding 3 outlet boxes sequentially located. Each circuit is protected by a ground fault circuit breaker. Check with the Dock Master before connecting to the dock electrical system if there is any question regarding the voltage or electrical load factor of your boat.
  10. No maintenance shall be conducted in the docking area that will cause a nuisance, hazard, or detract from the appearance of the dock facilities. The Dock Master shall decide the qualifications of the maintenance in process or proposed.
  11. Fueling of boats shall be limited to the carrying on board of approved containers not to exceed a capacity of six (6) gallons.

12. There shall absolutely be no live-on condition permitted on any boat at the BVG docks.<sup>6</sup> Vote was passed 4-1 by the dock committee and was approved by the BVG Broad of directors October 2016 by a 5-1 vote.
13. There shall be no discharge of any effluent from any on board sanitary system while the boat is within the docking area.
14. No owner, renter guest, or user of the docking facilities shall install or cause to be installed or attached to the common property any device whatsoever excepting docking lines utilizing hardware already in place. In the event an owner desires additional attachments, his request to the Dock Master will be favorably considered and if approved by B.V.G.B.C. and Board of Directors, hardware will be furnished and installed by the authorized by B.V.G.B.C. and B.V.G. Board of Directors.
15. Any boat considered to be in a dangerous condition so as to be a hazard must be abated immediately or the boat removed immediately from the docking area by the owner. In the owner's absence, the Association will cause said removal and or abatement and the owner agrees to assume all liabilities to defray all expenses related thereto.
16. The B.V.G.B.C. encourages strongly that all boats owners submit their boats for inspection by the U.S. Coast Guard Auxiliary. This is a free service that will make your boating safer and assure compliance with Coast Guard rules regarding boat safety. The B.V.G.B.C. will be happy to arrange for the inspection upon request and authorization by the owner.
17. Any unoccupied space may be made available for the temporary storage of a boat in distress and/or escaping from the elements.
18. The rules and regulations governing the use of the docks may be amended at any time by the B.V.G.B.C. with the approval of B.V.G Board of Directors and the owner will be advised in writing of said change. Where not otherwise provided for in this agreement., the terms and conditions of the lease agreement may be amended by the B.V.G.B.C. with the approval of B.V.G. Board of Directors upon not less than 30 days written notice, to be effective on January 1<sup>st</sup> next following the date of the notification or upon the execution of a new lease agreement which ever first occurs.
19. The B.V.G.B.C. retains the right to cancel the lease agreement upon thirty (30) days' notice if boat owner/user through subterfuge or other means tries to circumvent the priorities established in the lease agreement, or if any boat allowed

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<sup>6</sup> Approved by the BVG Broad of directors October 2016 by a 5-1 vote.



to deteriorate as to cause a nuisance, hazard or detract from the appearance of the dock facilities.

20. If the owner / renter / user fails to comply with the terms of the lease agreement or the rules and regulations set forth herein, he will pay all expenses, including a reasonable attorney's fee, incurred by the B.V.G.B.C. as a result of such failure. The B.V.G.B.C. covenants herein contained and the benefits and advantages shall inure to, respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.
21. Owners / renters / users of docking facilities shall at all times comply with local, state, and federal regulations and restrictions now or later in effect or so modified.
22. Children under 12 years of age are not permitted in dock area without adult supervision.
23. Upon receiving a slip, the boat owner / condo owner / slip lessee, agrees to take their boat out of the canal and return 10 times per year. The boat owner / condo owner / slip lessee also agrees to email the dock master for each of their first 10 trips each year. A clarifying of the who is the slip lessee and boat usage was changed along with emailing the Dock Master for the first 10 trips. Approved by the dock committee on April 29, 2021 and approved by the Board of Directors on October 21, 2021 by a unanimous vote.<sup>7</sup>
24. B.V.G. boat slips are not assignable. This means you cannot assign the slip lease to any family member or other party through any agreement, estate execution or any other method of assignment.

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<sup>7</sup> This change was effective 10/21/2021 by unanimous vote of the B.V.G. Board of Directors.

## **APPENDIX B (2018)**

### **APARTMENT OWNERS DOCK SPACE**

#### **LEASE AGREEMENT**

This lease agreement entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, between B.V.G. Boat Committee of Bahia Vista Gulf of Venice, Inc., a condominium association, whose principal office is located in Venice, Florida, hereinafter referred to as B.V.G.B.C., and the owner(s) of Bahia Vista Gulf of Venice apartment \_\_\_\_\_, herein after referred to as owner.

That for and in consideration of the covenants herein contained, and the payment of owner of the rental hereinafter provided for, the B.V.G.B.C. leases unto the owner that certain dock space described herein and owner as common property of the Bahia Vista Gulf Venice, Inc.

#### **The terms and conditions of said lease are as follows:**

1. The period of this lease shall be for one year, running January 1<sup>st</sup>, \_\_\_\_\_ through December 31<sup>st</sup>, \_\_\_\_\_ or the portion that remains thereof and shall be renewable from year to year for an additional year unless the B.V.G.B.C. is notified by the owner in writing of cancellation not less than ninety (90) days prior to December 31<sup>st</sup> of the lease year. Lease payments for the remaining portion of the year are due and payable in full in advance on or before the date of signing this lease as shown above. Annual renewal payments for the full year must be received by the BVG Dock Committee, Attn: Ken Andrayo, Unit F-147, 1555 Tarpon Center Drive, Venice, FL 34285, and are due and payable on or before the BVG Annual Board Meeting in January.<sup>8</sup> The owner agrees that if he fails to make the renewal payment within thirty (30) days after the due date, this lease is automatically canceled and at the discretion of the B.V.G.B.C., may be reassigned to another owner in accordance with the priority system hereinafter described. If this lease agreement is entered into during the calendar year, it shall be renewed on January 1<sup>st</sup> of the subsequent year unless notification is received for cancellation as provided herein.

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<sup>8</sup> Unanimously approved by BVG Board of Directors, Oct. 22, 2015.

2. The prospective lessee has until December 31 of the year from the date of signing the BVG Dock Lease to have a boat in their assigned slip with the boat registration and insurance in the lessee's name.<sup>9</sup>
  3. The B.V.G.B.C. reserves the right to cancel this agreement and require a vacancy of the dock space within thirty (30) days after the mailing of a written notice to the owner stating his failure to comply with the terms for this agreement including the rules and regulations made a part of this agreement and identified as appendix "A".
  4. This lease is not assignable. (This means you cannot assign the slip lease to any family member or other party through any agreement, estate execution, or any other method of assignment.)
  5. The following rate schedule shall be subject to adjustment at any time upon thirty (30) days written notice to the owner.
    - All new boats must be approved by the Dock Committee.<sup>10</sup>
    - Owner's annual dock lease rate is \$500.00.
  6. The monthly rate indicated is only for prorating the annual charge for contracts signed after January 1<sup>st</sup> and for rebates made on agreements canceled during the lease year regardless of the reason for cancellation. No rebates or credits will be made for space leased but not used. Prorated rebates will be calculated by month from the first day of the month following the date of the cancellation.
- 1 There is available for rent sixteen (16) assignable dock spaces. These dock spaces will be leased initially in accordance with priorities as listed later in this agreement (Appendix A). After all spaces are leased, applications will be given a priority status in accordance with date of receipt by B.V.G.B.C. as described in Appendix A and any other rules and regulations now and hereafter in effect.
  - 2 Owners with valid dock space agreement who rent their apartments or permit guest to occupy their apartment may have their dock space used by the renter or guests provided the space and the boat are compatible, and renter or guest enters into a transient rental agreement with B.V.G.B.C. The owner member assumes full responsibility for the guest in residence adhering to the dock condominium rules and regulations and related liabilities.
  - 3 The occupation of the dock space herein described is limited to a qualified boat owned by the apartment owner, his tenant, his guest in residence and/or as otherwise described in the rules and regulations now or otherwise and hereafter in effect (Appendix A).

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<sup>9</sup> Unanimously approved by BVG Board of Directors, Nov. 19, 2015

<sup>10</sup> This change was approved by the BVG Dock Committee and approved by the BVG Board in March 2016.

- 4 An assignment made under the priority system is subject to cancellation of the lease and/or a change in the priority qualifications of the owner if the owner's circumstances relative to boat ownership and dock space usage varies substantially from the terms and conditions of the agreement, and as identified as Appendix A and any other rules and regulations hereafter in effect.
- 5 Notwithstanding a Notice of Cancellation, an owner may petition, with reason, the B.V.G.B.C. for revocation of the cancellation provided said petition is received in writing within the thirty (30) day period.
- 6 No owner shall request or be granted a lease agreement that involves more than one dock space for each apartment unit.
- 7 The owner agrees not to rent his dock space nor permit its occupancy by another boat except as herein authorized.
- 8 The owner agrees to permit B.V.G.B.C. to lease his dock space during periods the owner is not in residence and his boat is not occupying his assigned dock space as described in Appendix A attached.
- 9 Owner shall provide B.V.G.B.C. with copies of official boat registrations, proof of insurance, copies of which are attached hereto and made a part of this lease as Appendage(s) I and II respectively.
- 10 This agreement is for dock space number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**WITNESSES**

\_\_\_\_\_  
**OWNER**

**BAHIA VISTA GULF BOAT  
 COMMITTEE**

**BY:** \_\_\_\_\_  
**TITLE**

(Owner shall sign two copies of this agreement and return both copies to B.V.G.B.C. Upon the approval and signature of B.V.G.B.C., a signed copy will be returned to the owner.)

**APPENDAGE I (2018)**

**ATTACH COPY OF OFFICIAL**

**BOAT REGISTRATION**

**APPENDAGE I**

**GENERAL RELEASE**

BE IT KNOWN, for good consideration, that the undersigned hereby jointly and severally forever releases, discharges, acquits and forgives Bahia Vista Gulf of Venice, Inc., and its owners from all claims, action, suits, demands, agreements, liabilities and proceedings of every nature and description both at law and in equity arising from the beginning of time to that date of these presence and more particularly related to an incident or claim that arose out of:

Use and egress to and from Bahia Vista Gulf of Venice, Inc., docks and or slips by himself, family members and guests.

This release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

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**WITNESSED**

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**OWNER**

**APPENDAGE II (2018)**

**COPY OF AUTHORIZED BOAT OWNER**

**PROOF OF INSURANCE**

**APPENDAGE II**

**ATTACH COPY OF OFFICIAL**

**BOAT REGISTRATION**

**APPENDIX C (2018)**

**TRANSIENT DOCK SPACE**

**LEASE AGREEMENT**

This lease agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, between B.V.G. Boat Committee of Bahia Vista Gulf of Venice, Inc., a Condominium Association, whose principal office is located in Venice, Florida, hereinafter referred to as B.V.G.B.C., and the renters and/or guests in residence hereinafter referred to as renter(S)/guest(s).

That for and in consideration of covenants herein contained, and the payment by renter/guest for certain dock space described herein and owned as common property of the Bahia Vista Gulf of Venice, Inc. The terms and conditions of said lease are as follows:

1. The period of this lease shall be for \_\_\_\_\_ month(s), running \_\_\_\_\_, \_\_\_\_\_, Through \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Lease payment for the full term of the lease is due in full in advance on or before the date of signing this lease as shown above. Payments must be sent to Argus Management.
2. The B.V.G.B.C. reserves the right to cancel this agreement and requires a vacancy of the dock space within thirty (30) days after the mailing of a written notice to the renter/guest stating his failure to comply with the terms of this agreement including the rules and regulations made part of this agreement and identified as Appendix A or if an apartment owner exercises his priority rights under the Declaration of Condominium and as indicated in Appendix A.
3. This lease is not assignable. (This means you cannot assign the slip lease to any family member other party through any agreement, estate execution or any other methods of assignment.)
4. The following rate schedule shall be subject to adjustment at any time upon thirty (30) days written notice to the owner:
  - a. Boat maximum length – Is determined by the B.V.G.B.C. with the approval of the Board of Directors.
  - b. Transient dock lease rate - \$30.00 per month or any part of a month thereof.<sup>11</sup>

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<sup>11</sup> Per board approval June 1, 1992.

5. No rebates or credits will be made for space leased but not used. Prorated rebates will be calculated by month from the first day of the month following the date of the cancellation.
6. All space assignments will be given a priority status in accordance with date of receipt by B.V.G.B.C. as describe in Appendix A and any other rules and regulation now and hereafter in effect.
7. The renter/guest assumes full responsibility for adhering to the dock condominium rules and regulations and related liabilities.
8. The occupation of the dock space herein described is limited to a qualified boat owned by the renter/guest in resident and/or as otherwise described in the rules and regulations now and hereafter in effect (Appendix A).
9. An assignment made under the priority system as described in Appendix A, attached, is subject to cancellation of the lease or reassignment of dock space at the discretion of the B.V.G. Dock Master and/or a change in the priority qualification of the Appointed Owner if the Owner's circumstances relative to boat ownership and dock space usage varies substantially from the terms and conditions of the appointed owners lease agreement, and/or identified as in Appendix A and any others rules and regulation now and hereafter in effect.
10. Notwithstanding a Notice of Cancellation, a renter/guest may not petition B.V.G.B.C. for revocation of the cancellation. All revocations are at the discretion of the B.V.G.B.C.
11. No renter/guest shall request or be granted a lease agreement that involves more than one dock space for each apartment unit.
12. An apartment owner cannot rent his dock space nor permit its occupancy by any other boat except as herein authorized unless he has first received written approval from the B.V.G.B.C.
13. Renter(s)/guest(s) shall sign a general release form releasing B.V.G.B.C. from any and all claims, actions, suits, demands, agreements, liabilities and proceedings of every nature and description both in law and in equity arising from the beginning of time to the date of these presence and more particularly related to incident of claim. This release is attached to and made part of this lease agreement an Appendage I.
14. Renter(s)/Guest(s) shall provide B.V.G.B.C. with copies of authorized official boat registration, and proof of insurance, copies of which are attached hereto and made a part of this lease as Appendages II and III respectively.



15. This Agreement is for dock space number: \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
WITNESSES

\_\_\_\_\_  
RENTER(S)/GUEST(S)

**BAHIA VISTA GULF DOCK  
COMMITTEE**

**BY:** \_\_\_\_\_  
**TITLE**

**APPENDIX D (2018)**

(Renter(s)/guest(s) shall sign two copies of this agreement and return both copies to B.V.G.B.C. Upon the approval and signature of B.V.G.B.C., a signed copy will be returned to the returned to the renter(s)/guest(s).)

Application for permanent dock space assignment this the \_\_\_\_\_ day, the month of \_\_\_\_\_ and year of \_\_\_\_\_. Annual dock space assignments are made and/or rescinded in accordance with the B.V.G. dock space rules and regulation.

I confirm that I have received a copy of the “B.V.G. rules and regulation” at the time of signing this application and that I must renew this application on or before December 31<sup>st</sup>, of each subsequent year in order to maintain my priority listing for permanent dock assignment in accordance with “B.V.G. dock space rules and regulation.”

**Apartment Owner:** \_\_\_\_\_  
(Signature)

**Unit #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDAGE III (2018)**

**ATTACH A COPY OF**  
**PROOF OF INSURANCE**