

Procedure for Hernando Beach South Boat Ramp

Last updated March 2023

Please follow the steps below to acquire a key to the ramp located in Hernando Beach South:

Hernando Beach South Residents-

If the person is a home owner of HBS they must complete the Agreement for the Boat Ramp Facility form located at hbspoa.org, send form to Coastal Management PO Box 1407 Port Richey, Florida 34673. A key will be issued by mail.

Hernando Beach Central Residents-

If the person is a home owner of Hernando Beach Central, there is a \$35.00 annual non refundable charge for the key. This charge will be prorated at a charge of \$3.00 per month. The fee is prorated from the current month to the end of March.

On April 1st the Hernando Beach Central lock is changed and the \$35.00 fee is due for the next year.

All property owners of Hernando Beach Central must complete the Agreement for the Boat Ramp Facility form located at hbspoa.org, send form to Coastal Management PO Box 1407 Port Richey, Florida 324673. When monies and form are received a key will be issued by mail.

If the person is a renter of either Hernando Beach South or Hernando Beach Central the property owner must request the key and complete the Agreement for the Boat Ramp Facility.

If you have any questions PLEASE CONTACT COASTAL MANAGEMNT COMPANY AT 727-859-9734.

AGREEMENT TO USE HERNANDO BEACH SOUTH
PROPERTY OWNERS ASSOCIATION, INC.
BOAT RAMP FACILITY

NAME _____

(print)

ADDRESS _____

PHONE _____

E-MAIL _____

BOAT REGISTRATION & TRAILER LICENSE NUMBER(S) _____

I am a property owner in Hernando Beach South Units 13-B, 13-C and am current in my payment of membership dues to the Hernando Beach South Property Owners Association hereinafter referred to as "HBSPOA." In this Agreement I am sometimes referred to as "Member."

_____ Initials

----- OR -----

I am a property owner in Hernando Beach Central Development Units 12, 13 and 14, hereinafter referred to as "Authorized User" throughout the remainder of this Agreement. In consideration for HBSPOA permitting me and all members of my household who have reached the age of eighteen (18) years, to use the HBSPOA Boat Ramp Facility located at Jewfish Dr. and Sea Bass Dr., I have submitted my annual payment of _____ for issuance of a key to the lock, or other entry device, at said Boat Ramp.

_____ Initials

1. ASSUMPTION OF RISK, RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned individually, and on behalf of his or her household members, heirs, tenants, devisees, personal representatives, legal representatives, guests, and invitees, hereby accepts and assumes any and all risks of personal injury, property damage or other loss arising from the use of the HBSPOA Boat Ramp facility. Furthermore, the undersigned hereby releases and agrees to indemnify and hold harmless the HBSPOA, its officers and board members, (jointly and severally), and its successors and assigns, from and against any and all loss, liability, fines, claims, actions, personal injury, death, property damage, violations of law, parking and traffic violations, or otherwise, which may arise out of or in connections with any use of the Boat Ramp facility by the undersigned, members of the undersigned's household or the undersigned's tenants, guests or invitees.

2. RESPONSIBILITY FOR DAMAGE

The undersigned acknowledges and agrees to reimburse HBSPOA for the actual cost of the repairs of damage caused by the undersigned, members of the undersigned's household or the undersigned's tenants, guests or invitees, to the premises of the Boat Ramp facility, included but not limited to, landscaping, sod, surfaces, walks, piers, docks and signs. The undersigned further agrees that if payment is not made for such damage to HBSPOA within 15 days after demand therefore, the undersigned will be additionally responsible for payment of all reasonable legal fees, costs and charges incurred by HBSPOA in any effort or action to recover such damages and that HBSPOA may have recorded a lien against the undersigned's property for such damages, legal fees, cost and charges as applicable law may otherwise provide.

3. IDENTIFICATION

The undersigned agrees to present identification and/or key for authority to use the HBSPOA Boat Ramp facility upon request by a Hernando Beach South Board member or a member of the Hernando Beach South Boat Ramp Committee.

4. PROSECUTION FOR UNAUTHORIZED USE

The undersigned agrees that the permission granted by HBSPOA is restricted to the undersigned and other members of his or her household who have reached the age of eighteen (18), and that under no circumstances shall the undersigned duplicate or permit use of his key, or entry device, to any other party. Such action will result in the immediate revocation of privileges to use the Boat Ramp facility for one year.

The undersigned understands that it is the intent HBSPOA to restrict the use of the Boat Ramp facility to Members of HBSPOA and Authorized Users, and that it is the further intent to prosecute any Member or Authorized User who permits an ineligible person to use the Boat Ramp facility for theft of services and to prosecute all ineligible parties to whom a Member or Authorized User may grant access for illegal trespass and theft of services.

5. AGE OF MAJORITY

The undersigned agrees and understands that no member of his or her household who has not reached the age of eighteen (18) years may use the Boat Ramp facility unless accompanied by the undersigned or a member of the undersigned's household who has reached the age of eighteen (18) years.

6. DAMAGE TO VEHICLES, TRAILERS, BOATS OR OTHER VEHICLES

The undersigned agrees and understands that he or she uses the Boat Ramp facility at his or her own risk and that HBSPOA bears no responsibility for damage to vehicles, trailers, boats or other vessels or vehicles attributed to any cause, including, but not restricted to, the slope, construction design, construction materials and layout of the Boat Ramp facility.

7. MEDICAL PAYMENTS

The undersigned agrees and understands that he or she is solely liable for medical payments for injuries sustained by him or herself and/or member of his or her household or party while using the Boat Ramp facility.

8. UNATTENDED PROPERTY

The undersigned grants HBSPOA the right to move and/or have towed any unattended vehicles, trailers and vessels which block or otherwise impede the orderly use of the Boat Ramp facility. While representatives of the association, law enforcement officials, tow operators, marine salvage operators or others brought in to clear the facility of unattended property, will make reasonable efforts to safeguard the property, the undersigned agrees to hold such parties harmless for any damage and/or missing equipment. HBSPOA has no responsibility for notification to the undersigned before it attempts to or engages a third party to clear the unattended property from the Boat Ramp facility.

9. PARKING

The undersigned agrees and understands that the paved surface on the east side of Sea Bass Drive has been designated for temporary parking (up to one hour) of vehicles and trailers of persons using the Boat Ramp facility for the purpose of launching and retrieval of boats provided the undersigned acknowledges that parking on a public highway in Hernando County is unlawful and assumes all risks attendant thereto.

10. ENTRANCE DEVICE REPLACEMENT

The key, or other entrance device, provided to the undersigned for use of the Boat Ramp facility shall remain the property of HBSPOA. A fee equivalent to the cost of a new key shall be paid to replace a lost key. The key, or other entry device, provided to Authorized Users will be replaced on an annual basis and the owner shall be responsible for proof of residency and the annual payment as designated by HBSPOA.

11. RULES AND REGULATIONS

The undersigned agrees to abide by the rules and regulations for use of the Hernando Beach South Property Owners Association, Inc., Boat Ramp facility which shall be posted at the facility and written in this Agreement. It is the responsibility of everyone using the Boat Ramp facility to operate and conduct themselves in a proper manner with regard to nearby homeowners.

12. HOURS

Hours to use the Boat Ramp facility shall be restricted to 7:00 a.m. until 10:00 p.m.

13. SPECIAL CONSIDERATIONS

When a hurricane warning is issued: The lock will be removed and the chain dropped allowing all residents to remove or launch their boats. The chain will remain down for two days following the threat after the "All Clear" is issued.

When the boat lift is inoperable: The lock will be removed and the chain dropped when HBSPOA is notified by the President of the Boat Lift Committee that the boat lift is not operating. The ramp will remain open until the boat lift is operational. The president of the Boat Lift Committee will first notify the president of HBSPOA. If he/she is not available, any board member may be contacted. It will be the responsibility of the Boat Lift Committee president to maintain a call list.

14. AGREEMENT

This Agreement and Rules and Regulations are subject to annual review by HBSPOA.

Should you have any questions or wish to report a problem or make suggestions, contact any officer or board member of HBSPOA.

Dated _____

Signed _____

Witness _____