



TRAILER ESTATES
Park & Recreation District

Date:	Date:
Slip #	Slip #

REGISTRATION & BOAT/VESSEL SLIP RENTAL AGREEMENT

Trailer Estates Park & Recreation District, P.O. Box 6298, Bradenton, Florida, 34281, Lessor, hereafter known as "District" does hereby let to the undersigned boat owner, here nafter called "Lessee" one space for each boat as described below and which space shall be assigned by District at its discretion, subject to such rules and regulations as District may make from time to time respecting the use and rates thereof. It is understood by the Lessee that District residents have priority consideration over non-residents. Should a District owner require a slip leased to a non-resident, the non-resident will be required to leave their leased space at the end of their rental term. District will make every effort to relocate the Lessee.

LESSEE INFORMATION					
Name of Lessee					
Address					PO Box
City/State/Zip			Cell Phone		
Email			Home Phone		
Boat/Vessel Slip #			Slip Amount		
Boat/Vessel Description			Boat/Vessel Name		
Make/Model		Mfg. Year		Length	
Boat/Vessel Type (Circle One): Power Sail Houseboat Pontoon Other:					
Boat/Vessel Reg. State #					
<i>Lessee shall present boat registration at the time of Lease and at the time of any renewal. To the extent applicable, Lessee shall comply with all law related to reciprocity, including Section 228.58 FL Statutes.</i>					
BOAT/VESSEL INSURANCE INFORMATION					
Insurance Carrier					
Insured's Name					
Agent Name			Phone #		
Agent Address					
City/State/Zip					
Policy #			Policy Exp. Date		

DURATION OF AGREEMENT: (please initial the applicable box)

ANNUAL _____ the term of this Agreement shall be for one year beginning with the date first above written in the upper right-hand corner of the first page of this Agreement.

- A. Upon the expiration of the 12 months, and each anniversary date thereafter, this Agreement shall automatically renew for an additional one-year term at the current posted annual dockage rate unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial one-year term, this Agreement may be terminated by either party, with or without cause, upon 30 days prior written notice.**
- C. Notice of the intent to terminate any renewal of this Agreement must be submitted a minimum of 30 days prior to the expiration of the initial or proceeding term of this Agreement.
- D. If Lessee terminates this Agreement after the renewal date, no refunds will be issued.
- E. Notice of intent to terminate this Agreement by Lessor shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Lessee to Lessor shall be delivered to the Lessor's offices at the address specified on page 1 of this Agreement.

SEASONAL (6 Month Min.) _____ The term of this Agreement shall be for 6 months beginning with the date first above written in the upper right-hand corner of the first page of this Agreement.

- A. Upon the expiration of the 6 months, and each anniversary date thereafter, this Agreement shall automatically renew for an additional 6-month terms at the current posted annual dockage rate unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial 6-month term, this Agreement may be terminated by either party, with or without cause, upon 30 days prior written notice.**
- C. Notice of the intent to terminate any renewal of this Agreement must be submitted a minimum of 30 days prior to the expiration of the initial or proceeding term of this Agreement.
- D. If Lessee terminates this Agreement after the renewal date, no refunds will be issued.
- E. Notice of intent to terminate this Agreement by Lessor shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Lessee to Lessor shall be delivered to the Lessor's offices at the address specified on page 1 of this Agreement.

1. **LEASE OF BOAT SLIP:** District hereby leases to Lessee and Lessee leases from District the boat slip located in the District marina ("Marina") and allows Lessee to occupy the boat slip for the sole purpose of docking the above-described boat for the duration of this agreement, and for the permitted uses as set forth in Section 2 below. This Agreement is for the use of space only and such space is to be used at the sole risk of Lessee at all times. Lessee shall be solely responsible for the safety, care, and protection of Lessee's boat, along with any and all gear, equipment and appurtenances at all times, and District shall not be liable for such safety, care or protection under any circumstances. This Agreement does not, nor shall it be construed to create a tenancy under Chapter 83, FL. Statutes. The parties agree that this Agreement does not constitute and shall not be construed as a residential tenancy.

2. **PERMITTED USES:** Lessee shall use the boat slip for the dockage of the above-described boat only. Lessee shall follow and be responsible for instructing all guests to follow District's Rules and Regulations. This agreement is for the rental of the boat slip only. There is neither temporary nor permanent domain nor control exercised over the boat by the District. Any violations of the Rules and Regulations may result in immediate termination of Lessee's slip rental and forfeiture of all deposits.

3. **RENTAL RATES:** Rates are based on the slip size for the boat described above. The right to use such slip space is not transferable. Lessee's sale or replacement of boat registered on this document does not constitute grounds for the termination of this Agreement. Current rental rates are available on the District website (trailerestates.com) or in the District Office. The District may increase/decrease the rental rate at its own discretion on a yearly basis. Any renewals or extension of this lease will be at the rate in effect at the time of the extension/renewal. Fees remaining unpaid for 15 days beyond the effective date of any rental term shall incur a late charge of 10%. Fees more than 30 days in arrears will incur an additional late charge of 10% and result in termination of the Lease and require the boat/vessel to be chained until payment in full is made. A storage fee of \$100.00 for residents and \$250.00 for non-residents 30 days or portion thereof will be assessed until full payment is received. Upon non-renewal and/or termination of the Lease by either party, the Lessee shall remove any boat or equipment from the dock space, prior to the end of the Lease. All rates must be paid in advance for the rental period.

4. **RULES AND REGULATIONS:** All District Rules and Regulations are expressly incorporated into this Agreement by reference herein. Lessee agrees to follow and comply with the Rules and Regulations and is solely responsible for ensuring that any and all invitees or guests abide the Rules and Regulations. In the event of any conflict between the Rules and Regulations and this Agreement, the provisions of this Agreement shall prevail. The Rules and Regulations are subject to change as determined at the sole discretion of the District, without notice. The current Rules and Regulations are available to the Lessee at the office and are posted on the Website

(trailerstates.com) of the District. It shall be the responsibility of the Lessee to obtain and follow the current Rules and Regulations.

5. **RELOCATION**: District shall have the exclusive right and absolute discretion, to relocate Lessee's boat to another boat slip within the Marina to accommodate District's needs for the boat slip for any reason whatsoever. District shall use reasonable efforts to provide notice and minimize disruption and inconvenience to Lessee during any relocation. However, the failure to provide notice shall not be a breach of this Agreement nor shall it inhibit District's right to relocate Lessee's boat. Should the Lessee request the repositioning from one slip to another an appropriate fee will be charged.
6. **BREACH OF LEASE OR DISTRICT RULES/REGULATIONS**: Should a breach of this Agreement or violation of Rules and Regulations occur, this Agreement may be terminated, the Lessee given notice in writing and advised that they must remove boat immediately. District may remove the boat/vessel from the space or chain lock the boat at the Lessee's risk and expense and retain possession of the leased space if the boat is not removed within 48 hours of the District providing written notice. At the District's discretion, Lessee may receive a prorated refund of rent already paid for any unused months (beyond the minimum) left on the lease minus a fee of 30% of the prorated refund.
7. **SALE OF BOAT/VESSEL**: If the Lease is terminated as provided herein and the boat/vessel and other property at the slip is not removed within 30 calendar days, the boat/vessel and such property may be sold. The provisions of Section 328.17, FL Statutes, regarding non-judicial sale of boat/vessels, shall apply to this Agreement. The Lessee covenants that the Lessee is the Lessee of the boat described above and hereby authorizes the District to proceed under Section 328.17, FL Statutes, after termination or non-renewal of this Agreement. The address of the Lessee shown on page 1 shall be used for any required notice to a Lessee.
8. **MAXIMUM OVERALL BOAT/VESSEL LENGTH POLICY**: Boat length is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits, or outboard motors. This includes any attachment that affects the overall length of the boat itself. Boat/vessel length is restricted to 5 feet over the published slip length established by the Marina.
9. **RETURNED CHECKS**: Lessee shall pay the Lessor a charge of 5% of the face value of the check or \$30.00, whichever is greater, for each check that is returned to the Lessor unpaid and any late charges, if applicable.
10. **LATE PAYMENT CHARGE**: Lessee shall pay to the Lessor a charge of \$50.00 if Lessee fails to pay the fee as set forth in the District's Marina rate card then in effect on or before the 10th day of each month. The foregoing fee is not a penalty but is to recompense the Lessor's administrative costs due to the failure of Lessee to make timely payment. Boats will not be launched if Lessee is not current in amounts due the Lessor pursuant to this Agreement or otherwise.

11. **DEFAULT**: Lessee shall pay all fees referenced herein on a timely basis. Failure to do so shall constitute a default of this Agreement and the Lessor may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided by law. Nothing in this Agreement shall be construed as mandating the Lessor to waive its right for timely payment, nor shall the exercise of any provisions of this Agreement waive the Lessor's right to demand timely payment in the future.
12. **LIEN**: The Lessor shall have a lien against the subject boat, its appurtenances and contents for sums for dockage and rental, services provided to the boat, injury or damage caused or contributed to or by the boat or Lessee, including but not limited to damage to pier, piling, docks, wharfs, personal injury, damage to other boats or boat/vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collusion, fire, or other losses.
13. **REMOVAL AND STORAGE OF BOAT**: In the event the Lessor terminates this Agreement, and the boat is not removed as required herein, it is agreed that the Lessor may remove the boat to a storage site without incurring any liability to Lessee. Charges for storage of the boat will be at the daily transient dockage rate then in effect. Lessee is responsible for paying all reasonable expenses incurred by the Lessor in removing the boat and related property from the boat slip.
14. **LEASE OF BOAT SLIP**: The Lessor reserves the right to lease any vacated boat slip (either vacated voluntarily or involuntarily) described above to another Lessee without incurring any liability.
15. **LIMITATION OF LESSOR'S LIABILITY**: THE BOAT SLIP IS TO BE USED AT LESSEE'S SOLE RISK. LESSOR SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE BOAT, INCLUDING GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE BOAT, GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LESSOR'S NEGLIGENCE. LESSEE HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF THE SUBJECT BOAT. LESSEE IS RESPONSIBLE FOR DAMAGE TO OTHER BOATS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILINGS CAUSED BY THE BOAT, LESSEE, HIS OR HER GUESTS, EMPLOYEES, INVITEES OR AGENTS, OR LESSOR, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE LESSEE.
16. **INDEMNITY OF LESSOR**: LESSEE, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR AND LESSOR'S EMPLOYEES AND AGENTS HARMLESS FROM (i) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE BOAT, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING LESSOR EQUIPMENT FAILURE; (ii) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE BOAT; AND (iii) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF LESSEE'S USE OF THE BOAT AND THE MARINA FACILITIES, THE PRESENCE OF LESSEE'S BOAT, CAR OR PERSONAL

PROPERTY AT THE MARINA, OR THE MOVING OF THE BOAT, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF LESSOR'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. LESSEE'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATIONS SHALL APPLY EVEN IN INSTANCES WHERE LESSOR OR ANY THIRD-PARTY IS NEGLIGENT.

17. **DISCLAIMER**: LESSOR DISCLAIMS ALL IMPLIED WARRANTIES, AND LESSEE, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF LESSEE, ALL EXPENSES INCURRED BY LESSOR TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY LESSEE ON LESSOR'S DEMAND.
18. **INSURANCE**: Lessee shall maintain in force, throughout the term of this Agreement, a comprehensive general liability insurance policy upon the boat/vessel with minimum coverage amounts of one hundred thousand/three hundred thousand (\$100,000/300,000); and a fire and casualty insurance policy with coverage at full replacement value of the boat/vessel. Lessor and its officers, agents, employees, and volunteers shall be listed as an additional insured on the foregoing policies. Lessee shall furnish evidence of such insurance to Lessor prior to the commencement of this Agreement. It is expressly agreed by Lessee that the Lessor is not and shall not be construed to be an insurer of Lessee's property loss or property damage to the boat, its motor, accessories, or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Lessee waives its insurer's right of subrogation against the Lessor and its employees.
19. **AMENDMENTS**: Lessor reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice sent by First Class Mail to the address indicated above for such notice 30 days prior to the effective day of said amendment.
20. **ASSIGNMENT AND SUBLETTING**: This Agreement cannot be transferred, sold, assigned, or subleased without the prior written permission of the Lessor. In the event Lessee sells the boat, the Lessor shall not be obligated to execute a new Agreement with the new boat owner.
21. **NOTICE**: Provisions of this Agreement providing for notice by First Class Mail shall be satisfied in the event the notice is returned if said notice is posted on the Lessee's boat.
22. **ENFORCEMENT/ATTORNEY'S FEES**: Lessor may enforce this Agreement through any of the remedial provisions contained herein in addition to any other legal or equitable remedies available to it at law or in equity. Lessor shall be entitled to recover all expenses, costs, and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings as well as proceedings to determine entitlement to and reasonableness of

such attorney fees and costs. Each party to this Agreement waives the right to a trial by jury of any matters arising under or relating to this Agreement.

23. **SEVERABILITY**: Each part of this Agreement is intended to be severable. If any term, covenant, condition, or provision of this Agreement is unlawful, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and shall be binding upon the parties.
24. **GOVERNING LAW**: This lease is governed by the laws of the State of Florida and in the event of any dispute under this Agreement, venue shall be in the courts in and for Manatee County, Florida.
25. **SEVERE WEATHER AND OTHER EMERGENCIES**: Lessor expects Lessee to have made suitable arrangements for safe sheltered anchorage during severe weather, including but not limited to tropical storms or hurricanes, and Lessee warrants such arrangements have or will be made. Lessee may not assume that Lessor's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Lessor, in its sole discretion, reserves the right, but not the responsibility, to move or evacuate the boat or take such other actions as Lessor deems appropriate at Lessee's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE BOAT SHALL NOT BE DEEMED AN ASSUMPTION OR RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE BOAT BY LESSOR. LESSOR SHALL NOT BE DEEMED A BAILEE OF THE BOAT. Lessee agrees to reimburse Lessor for any and all costs it incurs on Lessee's behalf in emergency situations.
26. **SECURITY OF THE BOAT**: Lessor assumes no responsibility for and shall not be liable for the care, protection, and security of the boat. Use of the boat slip or any other Marina facilities is at the sole risk of Lessee. Lessee acknowledges and agrees that Lessor shall not be liable to Lessee by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the boat, whether on land or by water.
27. **SOVEREIGN IMMUNITY**: Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, FL Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
28. **WAIVER**: A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
29. **LESSEE'S MAINTENANCE AND RELATED OBLIGATIONS**: Lessee warrants and represents that at all times during the term of this Agreement, the subject boat shall be maintained in a safe and

seaworthy condition by Lessee and shall be operated in a careful and safe manner so as not to cause damage to District's facilities, or to any other property, boat/vessels, or persons, at all times. The subject boat will be equipped with a fully functioning battery turn-off switch. In the event that Lessee or its authorized representative is unavailable or is available but refuses to act, and if the subject boat is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to District's facilities or to any other property or person by reason of any unsafe or unseaworthy condition of the boat or otherwise, Lessee authorized the District to take appropriate action as the District shall determine in its sole discretion, including without limitation, making repairs to the boat or removing the boat from the Marina, at Lessee's sole risk and expenses, to abate, mitigate and otherwise address the apparent danger and hazards. Lessee agrees to be bound by District's actions and to be fully and solely responsible for all expenses and liability incurred thereof. LESSEE AGREES FURTHER THAT THE DISTRICT SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN THE DISTRICT'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF THE DISTRICT TO ACT IN SUCH CIRCUMSTANCES, AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF THE DISTRICT FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

By signature below, the undersigned Lessee affirms that he/she has personally obtained sufficient insurance to sustain any loss to the Marina and subject boat, and agrees to be bound by all terms, conditions, and penalties of this Agreement and the District's Rules/Regulations.

In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

LESSEE/AGENT #1 SIGNATURE & DATE

LESSEE/AGENT #2 SIGNATURE & DATE

WITNESS #1 SIGNATURE & DATE

DISTRICT REPRESENTATIVE SIGNATURE & DATE