

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DOCK RENTAL AGREEMENT/LEASE PP22**

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, hereinafter 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: **E-Mail:** _____

Lessee's Name: _____

Street Address: _____ PO Box# _____

City: _____ State: _____ Zip Code _____

Home Phone: () _____ Cell Phone: () _____

Vessel Slip Number: _____ Annual Slip Amount: _____

Boat Name: _____ Boat Description: _____

Make/Model: _____ Length: _____ Mfg. Year: _____

Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Sail

Registration State/No. _____ Lessee shall present boat registration at the time of Lease and at the time of any renewal. To the extent applicable, Lessee shall apply with all law related to reciprocity, including Section 328.58 Florida Statutes.

Vessel Insurance Information: Certificate of Insurance & Registration must be provided (**NO EXCEPTIONS**)

Insurance Carrier: _____

Insured's Name: _____

Agent Name: _____ Phone Number: _____

Agent Address: _____

City: _____ State: _____ Zip Code: _____

Policy No: _____ Policy Exp. Date: _____

Lessee must present proof of a minimum of \$100,000.00 boat liability insurance at the time of the lease, maintain it for the term of the lease and thereafter at each renewal.

Lessee Signature: _____ Date: _____

Commence Date: _____ Ending Date: _____

Adopted 6/6/04, Revised 10/4/04, 9/18/06, 10/2/06, 4/2/07; 3/15/10, 4/19/10, 2/21/11, Note Added 6/20/11, 10/17/11, 7/5/16, 11/2016, 3/20/17, 11/19/18, 12/5/22

RENTAL RATES: Rates are based on the slip size for the boat described above. This agreement is for the use of a boat slip space only, and 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. If Lessee desires to transfer the slip to another boat owner, it must request District consent in writing. If the District consents, any new boat to occupy a slip may not be larger than the boat originally registered under this Agreement and the new boat's owner must enter a new slip rental agreement with District (but the original Lessee will not be relieved of its obligations hereunder.) 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 fifteen (15) days beyond the effective date of any rental term shall incur a late charge of 10 percent (10%). Fees more than thirty (30) days in arrears will incur an additional late charge of 10 percent (10%) and result in termination of the Lease and require your vessel to be chained until payment in full is made. A storage fee of \$100.00 for residents and \$250.00 for non-residents per 30 days or portion thereof will be assessed until full payment is received. This lease and all provisions herein shall be automatically renewed for an additional six months' term unless a) the Lessee provides a 30-day written notice to District and removes the vessel prior to the expiration of the lease term; or b) the District provides thirty (30) days written notice to the Lessee, if the Lessee is not a property owner within the District and a property owner within the District desires to lease the District dock space and no other comparable dock space is available. Upon non-renewal 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. It is agreed that the minimum rental period is three months for District residents and six months for non-residents. District residents agree to pay the current dock space rental fee payable quarterly in advance.

TERMINATION OF LEASE: Should a breach of this agreement or violation of rules and regulations occur, this Lease Agreement may be terminated, the Lessee given notice in writing and advised that they must remove boat immediately. District may remove the vessel from the space or chain lock the boat at the owner's risk and expense and retain possession of the leased space. 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.

SALE OF VESSEL: If the Lease is terminated and the vessel and other property at the slip is not removed within thirty (30) days, the vessel and such property may be sold. The provisions of Section 328.17, Florida Statutes, regarding non-judicial sale of

vessels, shall apply to this rental 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, Florida Statutes, after termination or non-renewal of the lease. The address of the lessee shown above shall be used for any required notice to a lessee/owner.

PERSONAL INJURY & PROPERTY LOSS: The slip space is to be used at the sole risk of Lessee. Lessee including agents, heirs and assigns, hereby agrees to save District harmless for any and all liability or damages for personal injury to himself or herself, family, employees, invitees, guests and agents, arising out of, or in connection with the condition or use of the Lessee's boat, motor and accessories, or the use of the marina premises or facilities. The Lessee, for himself or herself, heirs or assigns, hereby releases and agrees to indemnify and hold harmless the District from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. District is not considered under this agreement as an insurer of the Lessee's property. The Lessee shall indemnify and hold harmless the District for any and all loss, injury, death or damage caused by the leasing of the slip or use of the marina by Lessee or Lessee's guests. Lessee shall be responsible for such indemnity shall include District costs and expenses (including attorneys' fees). No warranty is made as to the condition of the District docks, walks or gangways, ramps, or other District equipment or facilities.

ELECTRICAL/FRESH WATER: The power connection (110V) is for temporary use for battery charging and is not to be used for a continuous connection and not longer than 24 hours. The dock master is authorized to remove said connections after 24 hours of use. Lessee will be notified of said removal. If Lessee requests that the connection remain, the Lessee will incur a charge of \$5.00 per day until the connection is disconnected. Any and all electrical lines, fixtures, accessories etc., which are connected directly or indirectly to Marina provided electrical supply must conform to current U.S. Coast Guard regulations and/or applicable state and local electrical codes as may pertain to marinas. Fresh water service is available and is supplied at no charge to Lessee. It is required that water be shut off when the boat is unoccupied.

ADDITIONS OR ALTERATIONS: Additions or alterations of a slip or walkway are expressly prohibited unless approved in writing by the District. In the event District approves an addition or alteration, said addition becomes the property of the District upon its installation. All unauthorized additions or alterations will be removed.

SLIPS:

- a) Subleasing of slips, transfer of boats between slips or from one slip space to another, or leasing, renting or Chartering of boats, shall not be allowed except with written prior approval from the District. Commercial use of the marina by any

boat slip renter is prohibited.

- b) The District may reassign, for any reason and in its discretion the slip assigned to the Lessee, to a slip of equal or greater size. If the District requests, Lessee shall move Lessee's boat to a new assigned slip.
- c) Anyone that wants to move or exchange slips must notify District dock master and fill out a slip transfer form. If approved, there is a \$25.00 slip change fee.
- d) If you fuel in the Marina you must use a proper gas can. Fuel with extreme caution and report all spills to the District Office immediately.

MARINA RULES AND REGULATIONS: Lessee agrees to abide by the following general rules and regulations, and such additional regulations as may hereafter be published and or posted by the District.

- (a) The Dock Master has the sole discretion to determine the appropriate slip for the boat. As a part of this lease application a Verification Form For Boat Slip Rental is required. If the boat has not been measured by the Dock Master and it is found that the boat does not fit properly in the assigned slip, the renter agrees to remove the boat from the TE Marina or into another slip assigned by the Dock Master (if another slip is available). The boat (bow or stern) may not stick out more than 18 inches into the canal. The boat (bow or stern) must not come closer than 12 inches to the dock.
- (b) While occupying or cruising in the marina lease area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the docks, slips, spaces or walkways. Nor will any dock, slip, walkway areas be used as a storage space for any gear or equipment unless loading or unloading the vessel. Fish cleaning shall only be done at the fish cleaning station.
- (c) Lessee is required to maintain equipment in working order; bilge pump, charged batteries, and extra lines stored in boat for emergency use.
- (d) District shall have the right to designate its agent or Dock Master to carry out duties required by this agreement and to enforce the provisions hereof.
- (e) Lessee are required (as a bare minimum) to utilize 6 dock lines; 2 fore, 2 aft and 2 Spring Lines – 1 front and 1 back. Dock lines must be maintained in good condition and must be replaced when they begin to show wear. Boats under 27' in length, must use at least 3/8" diameter dock lines. Boats 27'- 30' in length must use at least 1/2" dock lines. Dock master may require additional lines for safety. When departing, dock lines are to be place on dock in a safe manner. No lines are to be left lying across walkways.
- (f) Lessee agrees that in case of emergency, the District may move the boat to any other docking space on a temporary basis.
- (g) Under no condition will anyone be allowed to overnight or live aboard any vessel in the District marina.

- (h) Lessee is responsible for securing of boats, especially during hurricanes, high tides and heavy rains. Lessee is responsible for the care and protection of their boat. If an emergency occurs when a boat is in distress, or is in danger of sinking, and/or causing harm to another boat or the marina, an attempt to contact the owner will be made by the Dock master or Maintenance Supervisor and a minimum fee of \$60.00 and a maximum of \$210.00 for 2 hours may be charged. If the Lessee cannot be reached, the Dock master has the authority to pump out and secure the boat and a fee of up to \$210.00 for 2 hours will be charged to the Lessee. If the Dock master or Maintenance Supervisor extends beyond 2 hours, the Lessee will be charged an additional \$50 per hour (1 person) or \$100.00 per hour (2 persons). In no instance shall the Dock master or District be held responsible or liable for damages to the Lessee's vessel.
- (i) The gate to the ramp is open 8:00 a.m. to 5:00 p.m. Monday through Friday; and 8:00 a.m. to 12:00 noon on Saturday and closed on Sunday. The Dock Master has a key in case of emergency. Use of ramp is exclusively for District property owners, renter residents, non-resident dock renters, and District authorized agents
- (j) No boat shall be moored with the stern toward the perimeter seal wall.
- (k) Lessee and guests are required to "Curb Walk" their "Pets" on American Way only. No pets are allowed on the marina property without a leash.
- (l) Lessee shall abide by all rules and regulations established by the District from time to time.
- (m) No boat over 30' in length will be allowed.

GOVERNING LAW: This lease is governed by the laws of the State of Florida and in the event of any dispute under this lease, venue shall be in the courts in and for Manatee County, Florida.

IN WITNESS WHEREOF, the undersigned has read and understands the terms of this agreement.

Lessee Signature Required:

X _____ Date: _____