

**RE: Marina Lease**

Monday, December 14, 2009 4:45 PM

From: "Scott Rudacille" <srudacille@kirkpinkerton.com>
To: "Martha Brauer" <te.marthabrauer@yahoo.com>

Martha, I've been making some proposed revisions, but I also have some questions:

1. Do the renters pay the rental fee up front, at the time of the signing of the lease?
2. If so, why is there a provision for late payment? How is the 10% late charge applied?
3. How are the early termination provisions supposed to work? I'm not sure I understand the intent on that.
4. If someone switches to a smaller boat during the lease term, do they get to switch to a shorter slip with a lower rental rate? What about a bigger one?
5. Why are there 3-month rates on PP28, if there are only 12-month lease terms right now?

From: Martha Brauer [mailto:te.marthabrauer@yahoo.com]
Sent: Sunday, November 29, 2009 7:05 PM
To: Scott Rudacille
Cc: TJ Office Manager
Subject: RE: Marina Lease

Scott, I BELIEVE THE POLICIES RELATED TO THE MARINA ARE THE FOLLOWING:
 PP19 and 20 are the leases and we want them turned into one lease
 PP 28 identifies the rates
 PP18 is a form we use for approval based on size
 PP21 is dockmaster duties.

As for liability insurance we are with FMIT and Byron Beard is the underwriting supervisor. We have a notebook/file that explains the different liabilities/endorsements. TJ could fax the section on liability so you could review it, or feel free to call Byron B.

Thanks,
 Martha

--- On Tue, 11/24/09, Scott Rudacille <srudacille@kirkpinkerton.com> wrote:

From: Scott Rudacille <srudacille@kirkpinkerton.com>
 Subject: RE: Marina Lease
 To: "Martha Brauer" <te.marthabrauer@yahoo.com>
 Cc: "TJ Office Manager" <trailerestatesfl@tampabay.rr.com>
 Date: Tuesday, November 24, 2009, 8:30 PM

6. Informational reports from Trustees
7. Report(s) from standing committees
8. Residents' comments and questions
9. Old business
10. New business
11. Reports from clubs and organizations
12. Adjournment

Proceedings of the workshop, special, and emergency special meetings will be based on the items on the agenda.

ARTICLE IV. ORGANIZATION

Pursuant to Section 3 of Florida Law 2002-361, the election of Chairman, First Vice Chairman, Second Vice Chairman, Secretary, and Treasurer by the Board of Trustees shall be held at a Special Meeting held the first non-holiday weekday following January 1. The election of Chairman shall be conducted by the previous Chairman who shall have a vote if a currently-elected Trustee. The newly-elected Chairman will then conduct the subsequent officer election during the same meeting. (Amended 8/31/09)

The Chairman shall then, or soon thereafter, assign members of the Board of Trustees areas of responsibility to plan, implement and supervise various District operations or activities. These areas of responsibility in combination or separately are:

1. Maintenance
2. Future Planning
3. Health and Welfare
4. Public Relations
5. Continuing Recreational Activities
6. Seasonal Social and Recreational Activities
7. Others which may be named as the need arises.

ARTICLE V. COMMITTEES

The names of the committee members must be publicly announced; all committee meetings must be announced in advance; and all meetings must be open to the public. (Amended 8/17/09; 8/31/09)

Martha, can you please send me the other policies that deal with the marina and/or dock leases. Also, what kind of liability insurance does the District carry on the marina facilities?

Scott

From: Martha Brauer [mailto:te.marthabrauer@yahoo.com]
Sent: Sunday, November 22, 2009 5:02 PM
To: Scott Rudacille
Cc: TJ Office Manager
Subject: Fw: Marina Lease

Hey Scott, We still would like you to revise the marina lease. The suggestions I listed were from board worksops. Also, sometime over the summer the board allowed non-residents to pay on a six-month basis, they voted for it, so maybe the lease should indicate that also.

Thanks,
Martha

--- On Tue, 7/7/09, Martha Brauer <te.marthabrauer@yahoo.com> wrote:

From: Martha Brauer <te.marthabrauer@yahoo.com>
Subject: Marina Lease
To: "scott rudacille" <srudacille@kirkpinkerton.com>
Cc: "TJ Office Manager" <trailerestatesfl@tampabay.rr.com>
Date: Tuesday, July 7, 2009, 4:34 PM

Scott,

The board has looked at the marina lease this spring. They have proposed the following changes:

- Item 6: Automatic Renewal—TJ won't have to get new leases signed each year.
- Item 2: Valid Registration—must be submitted to office each year.
- Item 2: Current Insurance—1) must be submitted to office each year.
2) TE must be named as an additional insured on the policy on a primary non-contributory basis.
- Item 4: Annual Increase—Board has the discretion to raise fees up to 5% each year.

We would like you to review/revise the lease to include those items above, and any recommendations you have. We also would appreciate advise regarding consequences appropriate for non-compliance.

You will note on the lease there are sections marked [SEMI-ANNUAL] and [ANNUAL]. The board is still deciding on whether it is annual rental with refunds given with 30% administrative fee