

TRAILER ESTATES PARK & RECREATION DISTRICT DOCK RENTAL AGREEMENT/LEASE

PP 20

Revised to one lease.
Annual increase may occur—5%
Automatic renewal of lease.
Early termination (30% of refund)

Trailer Estates Park & Recreation District, P.O. Box 6298, Bradenton, Florida 34281,
Trailer Estates does hereby lease unto:

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ EMERGENCY PHONE NUMBER (LOCAL) _____

LESSEE, DOCK NUMBER _____, TRAILER ESTATES MARINA

Commencing the first day of _____, _____ for a period of a minimum of six(6) months
under the following terms and conditions:

1. Trailer Estates agrees to make the aforesaid dock available to renter for the sole purpose of docking the following described boat, to-wit:
MAKE OF BOAT: _____
LENGTH/TYPE/MOTOR: _____
SAILBOATS:DEPTH OF KEEL, FIXED OR SWING: _____
FLORIDA REGISTRATION NUMBER: _____
Renter agrees to notify Trailer Estates or in the event renter replaces boat described with another boat.
2. Lessee must present his or her current boat registration and proof of a minimum \$100,000.00 boat liability insurance at the time of lease, and thereafter at each renewal must present a copy of their boat registration, upon occupancy of dock, which expires each year on their birthday, and proof of insurance. Lessee must comply with all Florida Statutes regarding Reciprocity (328.58). Vessels with foreign registration must comply with all Federal laws.
3. ***Proof of Insurance—Lessee agrees to name Trailer Estates Park and Recreation District as an additional insured on a primary non-contributory basis on their boat liability insurance.***
4. Under no condition will anyone be allowed to overnight or live aboard any vessel in Trailer Estates marina.
5. Lessee agrees to pay the current District dock space rental fee payable semi-annually in advance. It is understood and agreed that the minimum rental period is six months. ***District dock space rental fees are reviewed annually and are noticed in the District Office. Any renewals or extension of this lease may include, at the discretion of the Lessor, an annual increase in rental fee by an amount no greater than 5%.*** Fees remaining unpaid for fifteen (15) days beyond the expiration date of any rental term shall incur a late charge of ten percent (10%). Fees more than fifteen (15) days in arrears will be cause for denial of future leasing privileges.
6. If slip rental fees remain unpaid at ***the end of the fifteenth day***, your boat will be chained up or removed from dock to a storage area until payment is made.
7. ***This lease and all provisions herein will be automatically renewed. Lessee may terminate his or her lease after the expiration of the first term. Lessee will receive a prorated refund of rent already paid for any unused months left on the lease minus a fee of 30% of the prorated refund.***
8. THE PROVISIONS OF FLORIDA STATUTES 328.17 NON-JUDICIAL SALE OF VESSELS, SHALL APPLY TO THIS RENTAL AGREEMENT. THE LESSEE COVENANTS THAT HE/SHE IS THE OWNER OF THE BOAT DESCRIBED ABOVE AND HEREBY AUTHORIZES THE LESSOR TO PROCEED UNDER

Revised 3/15/10

Adopted 06/06/04, Amended 10/04/04, Amended 9/18/2006, Amended 10/2/2006, Amended 4/2/2007
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FLORIDA STATUTES 328.17 IN THE EVENT OF NON-PAYMENT OF RENT FOR A PERIOD OF 120 DAYS. THE ADDRESS OF THE LESSEE SHOWN ABOVE SHALL BE USED FOR ANY REQUIRED NOTICE TO A LESSEE/OWNER.

9. If you fuel in the Marina you must use proper gas can. Fuel with extreme caution and report all spills to the Trailer Estates Office.
10. Lessee agrees to keep the boat and the boat dock, including adjacent docks and walkways, neat and orderly, to place trash only in trash container provided, and to refrain from using piers, docks or catwalks for storage of gear and equipment. Fish cleaning shall not be done except in the fish cleaning station.
11. Dock lessees 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 signs of wear. Boats under 26' in length, must use at least 3/8" diameter dock lines. Boats 27'-30' in length must use at least 1/2" dock lines. Dockmaster may require additional lines for safety. When departing, marina dock lines are to be placed on dock in a safe manner. No lines are to be left lying across pier walkways.
12. The dock space and all surrounding areas are to be used at the sole risk of Lessee and Lessee's guests. Trailer Estates shall have no liability, or responsibility for the care or protection of Lessee's boat or for any loss or damage whatsoever or other contents however occasioned. No warranty of any kind is made as to the condition of the piers, walks, gangways, ramps, mooring gears, etc. Nor shall Trailer Estates be responsible, or liable for injuries to persons or property occurring on or around the dock space for any other reason whether herein specifically stated or not.
13. The Lessee agrees to abide by all rules and regulations established by Trailer Estates Park & Recreation District. The rules and regulations established by Trailer Estates or may be changed from time to time by the Board of Trustees.
14. Lessee shall have no right to modify or change in any way the structures in the harbor, including, but not limited to, piers, docks or shore areas, without the written permission of Trailer Estates **Board of Trustees**. **Temporary hurricane extensions may be used during hurricane season.**
15. Lessee agrees that in case of emergency, the District may move the boat to any other docking space on a temporary basis.
16. Trailer Estates Park & Recreation District shall have a lien against the above described items and its appurtenances for unpaid fees due for the use of space facilities or other services for damages caused to any dock or space owned by the District.
17. Should breach of this agreement or violation of rules and regulations occur, this Lease agreement shall terminate immediately, the owner given notice in writing and advised that they must remove boat immediately. The District may remove the boat from the space or chain lock the boat at the owners risk and expense and retain possession of the leased space. When an agreement is terminated in this manner, applicant may be entitled to a prorated refund of fees.
18. Trailer Estates Park & Recreation District shall have the right to terminate this agreement at anytime with cause by giving the applicant 24 hours notice in writing prior to such termination.
19. Trailer Estates Park & Recreation District shall have the right to designate its agent or Dockmaster to carry out duties required by this agreement and to enforce the provisions hereof.

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- 20. Trailer Estates Park & Recreation District shall have the right to have Lessee move the boat at anytime if slip is the wrong size.
- 21. 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. Dockmaster and assistant are authorized to remove said connections after 24 hours of use.
- 22. If an emergency occurs when a boat is in distress and is in danger of sinking, an attempt to contact the owner will be made by the Dockmaster. If the owner needs assistance from the Dockmaster, a fee of \$50.00 per occurrence will **can** be charged. If the owner cannot be reached, the Dockmaster has the authority to pump out and secure the boat and a fee of \$50.00 per occurrence will be charged to the owner.
- 23. The gate to the ramp is open 8:00 A.M. to 5:00 P.M. Monday through Friday; 8:00 A.M. to 12:00 noon on Saturday and closed on Sunday. The Dockmaster has a key in case of an emergency. Use of ramp is for Resident and non-resident dock renters and Hix Marina, not for transient boat owners.
- 24. **No boat shall be moored with the stern toward the perimeter sea wall.**
- 25. Boat owner and guests are required to "Curb Walk" their "PETS" on American Way only. No pets are allowed on docks, walkways or roads without a leash.

TRAILER ESTATES PARK & RECREATIONAL DISTRICT

APPLICANT: _____

BY: _____ DATE: _____

RENEWALS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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