

**TRAILER ESTATES PARK & RECREATION DISTRICT
DOCK RENTAL AGREEMENT/LEASE**

PP 20

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

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ EMERGENCY PHONE NUMBER (LOCAL) _____

EMAIL ADDRESS: _____

LESSEE, DOCK NUMBER _____, TRAILER ESTATES MARINA

Commencing the first day of _____, _____ for a period 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: _____

This lease agreement shall be transferable to another vessel only upon prior written authorization by the Dockmaster, which authorization shall be subject to the availability of an appropriate slip, in the sole discretion of the Dockmaster.

2. Lessee must present his or her current boat registration 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. Lessee must comply with all Florida Statutes regarding Reciprocity (328.58). Vessels with foreign registration must comply with all Federal laws.
3. Lessee must present proof of a minimum of \$100,000.00 boat liability insurance at the time of the lease, and thereafter at each renewal must present a copy of proof of insurance.
4. Under no condition will anyone be allowed to overnight or live aboard any vessel in Trailer Estates marina.
5. Lessee who is not a Trailer Estates property owner 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. Trailer Estates property-owner lessee agrees to pay the current District dock space rental fee payable quarterly in advance. District dock space rental fees are reviewed annually and are noticed in the District Office. 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 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 for an additional 6-month term unless the lessee provides 30 days written notice to the District and removes the vessel prior to the expiration of the lease term. Lessee may terminate his or her lease after the expiration of the first term. Lessee who is not a Trailer Estates property

TRAILER ESTATES PARK & RECREATION DISTRICT DOCK RENTAL AGREEMENT/LEASE

PP 20

owner 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. Trailer Estates property- owner lessee will receive a prorated refund of rent already paid for any unused months left on the lease.

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 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 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. 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 may be changed from time to time by the Board of Trustees. (Please note: On June 20, 2011, the Board revised the TE Rules & Regulations to prohibit commercial use of our marina by a boat slip renter.)
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 (per Section 328.17, Florida Statutes) 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 may be terminated, 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 minus a fee of 30%.

**TRAILER ESTATES PARK & RECREATION DISTRICT
DOCK RENTAL AGREEMENT/LEASE**

PP 20

- 18. 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.
- 19. The Dockmaster has the sole discretion to determine the appropriate slip for the boat. As a part of this lease application Form PP18 Verification Form for Boat Slip Rental is required.
- 20. Lessee is required to maintain equipment in working order: bilge pump, charged batteries, and extra lines stored in boat for emergency use.
- 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. 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.
- 22. 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 Dockmaster and a minimum fee of \$60.00 and a maximum of \$210 for 2 hours 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 up to \$210 for 2 hours will be charged to the owner. If the Dockmaster assistance extends beyond 2 hours, the lessee will be charged an additional \$50 per hour (1 person) or \$100 per hour (2 persons). In no event shall the Dockmaster or the District bear any responsibility or liability for damage to Lessee's vessel.
- 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 exclusively for Trailer Estates property owners, renter residents, and non-resident dock renters, and Hix Marine.
- 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 Trailer Estates Marina property without a leash.

TRAILER ESTATES PARK & RECREATIONAL DISTRICT

APPLICANT: _____

BY: _____ DATE: _____

RENEWALS:

