

TOTAL CONTRACT FEE \$ _____ DECAL# _____ VESSEL SLIP # _____
BOAT STICKER Y/N _____ FOB # _____ TRAILER SPACE # _____

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA VESSEL SLIP CONTRACT

1005 C

Bayshore Gardens Park and Recreation District hereafter known as the District, does hereby enter into a contract with the undersigned vessel owner, hereinafter called "Lessee" one space for each boat as described below and said space shall be assigned by Dock Master at his/her discretion, subject to such rules and regulations as are a part of this agreement. It is understood by the Lessee that District residents have priority consideration over Non-Residents/owners and non-resident/owners will have priority for space to a non-resident. 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.

The term of the lease shall be for a 12 month period with all payment due upon lease signing. The lease shall commence on Oct 1 _____ and shall be subject to renewal on Sept 30, _____. The fiscal year for all leases shall be October 1 thru Sept 30th. **Resident** and Non-resident/owner shall have an annual lease but may select a biannual payment. Renewal of lease shall be on an annual basis.

Each slip lessee is entitled to one gate key, an additional key may be purchased for spouse and one for designees' use in an emergency, Lessee designates _____ to use Lessee's key to secure the vessel in Lessee's slip. Designee phone # _____

Should a breach of this agreement occur, including a violation of rules/regulations or a failure to remit within 15 days of date of renewal date, a fine of \$100.00 shall be added to amount due. If the amount due is not received within 30 days of renewal date, the vessel will be removed at owner's expense and the lease shall be terminated. The account shall be forwarded to Districts' attorney for action pursuant to Section 328.7, Florida Statutes.

Boat length _____ x \$3,5, or 7 \$ _____ x # of Months _____ \$ _____
Trailer Space \$ _____
Sub Total \$ _____
Tax \$ _____
Deposit \$500.00 non-resident \$ _____
CONTRACT TOTAL \$ _____

The address of the lessee shown below shall be used for any required notice to a lessee/owner. It is the Lessee's responsibility to keep the contact information current.

Lessee Name _____

Email _____

Local Street Address: _____ City: _____ State: _____

Zip Code _____ Home Phone: () _____

Cell Phone: () _____

Out of state address _____

Months at out of state address _____ to _____

Boat Name: _____ Boat Description: _____

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

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

Registration State/No. _____ Proof of ownership _____ attach copy

Resident only trailer space # _____ Yearly rental for trailer space
\$ _____ Trailer registration# _____ Tag # _____

Non-Resident may rent trailer space with slip rental only. Slip # _____ Yearly rental for
trailer space \$ _____ Trailer registration# _____ Tag

The Lessee agrees that he/she shall not sublet the Marina slip or to allow another vessel for any reason to occupy the Lessee's slip space.

Lessee shall present vessel registration at the time of Lease and upon renewal or as necessary to keep current registration on the vessel. Lessee must present proof of a minimum of \$100,000.00 vessel liability insurance at the time of the lease, and maintain and provide a Certification of said insurance for the term of the lease and thereafter at each renewal.

Policy No: _____ Policy Exp. Date: _____ 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.

No slip will be held for anyone without payment for same.

I have received a copy of the Conditions for Slip Rental and I understand that Bayshore Gardens Marina Rules, 1005MRR are a part of this agreement and I will adhere to those terms and conditions.

Slip fees shall be set by the Board of Trustees on an annual basis.

Resident amount due when entering into this contract including trailer space \$_____

Non Resident must post a \$500.00 deposit in addition to the amount due when entering into this contract. Include trailer space rental if applicable. \$_____ Total due \$_____

Deposit will be returned when vessel removed, slip inspected, and all fees paid.

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.

Lessee Signature: _____ Date: _____

Print Name _____

Lessee agrees to comply with all laws of the State of Florida.

The Lessee of the boat described above hereby authorizes the District to proceed under Section 328.17, Florida Statutes, after termination or non-renewal of the lease.

Received By _____ Date _____

Date Approved 8/21/18 Sharon Denson

Date Revised 11/20/18

Date Effective 8/21/18 Retroactive to 10/1/2018