

Agenda
Bayshore Gardens Park & Recreation District
Policy and Procedures Committee Meeting
December 23, 2020 @ 7 P.M.

1. Roll Call, (Do not need a quorum)
2. Marina Boat Slip Rental Contracts
3. Small Boat Area Rental Contracts
4. Trailer Storage Rental Contracts
5. Additional agenda items as needed

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.

**BAYSHORE GARDENS PARK & RECREATION DISTRICT
MARINA BOAT SLIP AGREEMENT**

1005 C

Slip #: _____ Boat Sticker: _____ Trailer Space #: _____
Decal #: _____ Decal #: _____ Decal #: _____
FOB #: _____ FOB #: _____ FOB #: _____

Office Use Only

Boat Type: Sailboat / Motor / Other: _____ Hull Length: _____ LOA: _____ ("Boat")

Annual fee calculation: Monthly: \$ _____ Weekly: \$ _____

Hull length: _____ x \$3(R) \$5(NRH) \$7(NR) x _____ Total months in Term, as described below = \$ _____ ("Fee")

Sales Tax 7%: \$ _____

Additional FOB: \$ _____

TOTAL: \$ _____

Sales Tax 7%: \$ _____

TOTAL: \$ _____

Security Deposit: \$ _____

GRAND TOTAL DUE: \$ _____ check #: _____ cash: _____ cc: _____

Bayshore Gardens Park & Recreation District ("**District**") does hereby enter into this Agreement with:

Name ("**Renter**"): _____ Name ("**Renter**"): _____

Phone No.: _____ Email: _____

Address: _____

Emergency contact Name: _____ Phone No.: _____

The District and Renter shall collectively be referred to as the "**Parties**." The Parties hereby acknowledge and agree to the following terms and conditions:

1. TERM: The initial term of this Agreement shall be for the period commencing _____, _____, 20____ and ending September 30, 20____. Thereafter, any renewal shall be for a period of twelve months commencing on **October 1st** and ending on **September 30th**.

2. RATES AND ANNUAL FEE: Non-resident renters shall pay the Fee in full upon the execution of this Agreement. Resident renters shall be permitted to pay the Fee bi-annually. If the Fee remains unpaid at the end of ten (10) days following the due date, Renter's Boat may be chained up or removed from the boat slip to a storage area until payment is made. Fees more than ten (10) days in arrears will be cause for termination of the Boat Slip Agreement and will require your vessel to be chained or removed from the dock. Boat slip fees are prorated based on the date of entry into the marina. If rental rates are adjusted, the new rates will be applied at the time of renewal.

3. SECURITY DEPOSIT: A non-resident renter shall pay the District a security deposit in the amount of \$500 upon execution of this Agreement. A resident renter shall pay the District a security deposit in the amount of \$250 upon execution of this Agreement. The security deposit shall secure performance of the Agreement. At the end of the Term, the District may apply the security deposit to any amounts owed by Renter, damages to the dock occupied by renter and/or breach of contract rules and regulations. (Exhibit A) Any unused security deposit shall be refunded to Renter upon Agreement expiration/non-renewal and removal of the Boat from the marina. The processing of refunds typically takes approximately fourteen (14) business days. _____ **RENTER'S INITIALS**

4. REGISTRATION DOCUMENTS/INSURANCE: Renter shall provide to the District his or her current boat registration at the time of the execution of this Agreement. Renter must comply with Section 328.58, Florida Statutes, regarding reciprocity. Boats with foreign registration must comply with all Federal laws. In addition, Renter shall maintain liability insurance in the amount of \$100,000.00 for the Term of this Agreement and shall provide proof of the same to the District upon execution of this Agreement. The District shall be named as an additional insured on the policy. The registration and insurance documents must be provided at the time of the execution of this Agreement and prior to the boat slip occupancy. Renter shall also provide to the District any renewed and/or updated registration and/or insurance documentation during the Term of this Agreement within seven (7) days of any such renewal. The renewal/updated documents can be provided to the District via email: office@bayshoregardens.org, fax (941) 739-3515, or by dropping in the night drop box. Failure to maintain the required documentation with the District may result in a default under Section 14 of this Agreement.

5. TERMINATION OF AGREEMENT: Should a breach of this agreement or violation of rule and regulations occur, the Renter will be given notice by the District in writing and advised that they must remove the boat immediately. This agreement may be terminated and no refund of remaining monthly slip rent or security deposit will be issued. **Voluntary Termination:** Renter shall provide the District with thirty (30) days' advanced written notice of early termination of this Agreement. Any refunds will be prorated at the end of the thirty (30) days from the written notice. Renter may receive a prorated refund of rent already paid for any unused months left on the agreement minus 30%. _____ **RENTER'S INITIALS**

6. PRIORITY TO RESIDENTS: District residents shall have priority over non-residents for boat slips. Should a District resident desire a boat slip and none are available, the District reserves the right to not renew a non-resident boat slip agreement upon its expiration. The District will make reasonable efforts to give the non-resident adequate notice of non-renewal.

7. SUBLEASE, TRANSFER, OR ASSIGNMENT OF BOAT AND/OR BOAT SLIP: This Agreement only allows for dockage of the specific Boat described above by the Renter at the designated slip. Renter shall be prohibited from transferring, subletting, assigning or permitting the use of the boat slip by any other person or boat, without the prior approval of the District. If Renter wishes to sell the Boat to a third party who would occupy the boat slip, the third party must execute a new Agreement with the District prior to Renter's Agreement being terminated. The failure of Renter to adhere to the provisions of this Section 7 shall be deemed a default under this Agreement. _____ **RENTER'S INITIALS**

8. BOAT SLIP ASSIGNMENT/CHANGE FEE: The Dockmaster shall assign boat slips based on boat size and slip availability. Once the boat slip is assigned, any request by Renter for a reassignment of a boat slip shall be made in writing to the Dockmaster. If the Dockmaster approves any such request, a \$75 fee will be charged to Renter, which fee shall be paid prior to Renter occupying the reassigned boat slip.

9. AGREEMENT RENEWAL AND LATE FEES: This Agreement is based on the fiscal year of the District, October 1st through September 30th. This Agreement does not automatically renew. It is the responsibility of the Renter to renew with the District in writing prior to the expiration of this Agreement on September 30th. A ten (10) day grace period is granted through October 10th. Thereafter, the District will impose a late fee of \$100 which is due and payable upon the execution of any new agreement. _____ **RENTER'S INITIALS**

10. NON-JUDICIAL SALE OF VESSELS: The provisions of Section 328.17, Florida Statutes, Non-Judicial Sale of Vessels, shall apply to this Agreement. The District shall have a lien pursuant to Section 328.17, Florida Statutes, against the Boat and its appurtenances for unpaid fees due for the use of the boat slip and/or other services provided by the District, as well as for damages caused to any boat slip owned by the District. The Renter covenants that he/she is the owner of the Boat as described above and hereby authorizes the District to proceed under Section 328.17, Florida Statutes, upon termination or non-renewal of the Agreement. The address of the Renter shown above shall be used for any required notice to Renter.

11. MARINA RULES AND REGULATIONS: The Renter agrees to abide by the Marina Rules and Regulations of the District, as such rules and regulations may be amended from time to time by the District. A courtesy copy of the current Marina Rules and Regulations is attached hereto as Exhibit "A."

12. INDEMNIFICATION: Renter hereby releases and agrees to defend and fully indemnify the District and hold it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, for any and all liability for personal injury, loss of life or property damage arising from any act or omission of any person including, but not limited to, (1) the District's premises or use of the boat slip space; (2) in connection with the Boat, motor or accessories while it is on the District's premises; and (3) for loss or damage to the Boat, motors, accessories or contents due to fire, theft, vandalism, collision, windstorm, rain, hurricane or other casualty loss, including Renter's boat sinking in the marina.

13. EMERGENCIES/HURRICANES: The Renter is responsible for securing the Boat, especially during hurricanes, high tides and heavy rains. The Renter is responsible for the care and protection of the Boat. If an emergency occurs when the Boat is in distress, or is in danger of sinking, and/or causing harm to another boat or the marina, the District will make reasonable efforts to contact Renter and the emergency contact. The Dockmaster or other agents of the District shall have the authority, but not the obligation, to take any and all such actions as they may deem necessary or desirable to prevent damage to the marina, the Boat, and/or the surrounding boats, without limitation. Renter shall be charged a rate of \$100 per hour for any actions taken by the District pursuant to this Section and such amount shall be due and payable upon receipt of an invoice from the District. Renter hereby releases the District, its employees, and agents from responsibility or liability for any damages, losses or injuries resulting from the District's actions, or failure to act, as described in this Section 13.

_____ **RENTER'S INITIALS**

- 14. DEFAULT:** Renter shall be in default under this Agreement if any of the following occur:
- A. Renter assigns or transfers this Agreement, or sublets the boat slip, except as permitted in Section 7;
 - B. Renter allows the boat slip to be used for the moorage of any boat other than the Boat described herein;
 - C. Renter becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the Renter. In no event shall the Agreement or any rights or privileges hereunder be an asset of Renter under any bankruptcy, insolvency, or reorganization proceedings;
 - D. Renter violates any of the District's rules and regulations;
 - E. Renter violates, breaches or fails to keep or perform any covenant, agreement, term or condition of this Agreement.
- 15. REMEDIES:** In the event of any default, the District may, at its own election, immediately or any time thereafter:
- A. Terminate this Agreement. In the event of such termination, Renter shall immediately remove the Boat from the District's marina. The Renter shall remain liable for the rent, sales tax, and additional rent up to the date of termination, as well as, any physical damage to the boat slip, or any other obligation of the renter to the District pursuant to the terms of this Agreement. In the event Renter fails to remove the Boat from the District's marina, then the District may, without further notice, remove or cause to be removed, the Boat from the marina. Such removal by the District shall be at Renter's sole cost, expense and risk.
 - B. Exercise any other remedy allowable by law.
- 16. NUISANCES:** No Renter or guest shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance within the marina or on the docks or the slips which destroys the peace, quiet and/or comfort of other Renters, or which interferes with the proper use of the marina by renters. Renter shall not commit or permit any nuisance or any immoral or illegal activity in or about the District's marina. The District may prescribe rules and regulations, as necessary, to regulate such actions and conduct.
- 17. SURRENDER OF SLIP/ HOLDING OVER:** Upon expiration of the term of this Agreement, Renter shall surrender to the District the boat slip in good condition. Renter shall remove the Boat at Renter's expense and shall perform all restoration necessary to restore the boat slip to the same condition prior to Renter's possession of the boat slip and commencement of the Agreement.
- 18. ADDITIONS OR ALTERATIONS:** Additions or alterations of a boat slip or walkway are expressly prohibited unless approved in writing by the District and are subject to such terms as may be required by the District. In the event the District approves an addition or alteration, said addition shall become the property of the District upon its installation and the District shall not be obligated to compensation Renter in any manner for any such addition following the expiration of termination of this Agreement. All unauthorized additions or alterations may be removed by the District and Renter shall be liable for any damages to District's property as a result of the unauthorized addition or alteration, or its removal.
- 19. CONTROLLING LAW:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action brought to enforce the terms of this Agreement shall be in Manatee County, Florida. The District is a Special District of the State of Florida and is entitled to sovereign immunity as defined under state law and the parties agree that the District's liability arising out of or related to this Agreement shall not exceed the limits set forth in Section 768.28, Florida Statutes, regardless of whether the claim arises in tort, contract or otherwise. If the Parties must resort to litigation to enforce the rights and obligations set forth in this Agreement, they agree that the prevailing party in the litigation can recover its costs and fees from the non-prevailing party, including reasonable attorney's fees.

All owners and parties on the registration must sign this Agreement.

IN WITNESS WHEREOF, the undersigned Renter(s) has read and understands the terms of this Agreement.

Renter's Signature

Date

Renter's Signature

Date

BY: _____
Bayshore Gardens District

Date

EXHIBIT "A" MARINA RULES & REGULATIONS

1. No liveaboards permitted in the marina.
2. The District is **not** responsible for any personal property left on vessel boat.
3. Renters are required to use 6 dock lines; 2 front, 2 back, 2 spring lines with one to front and one to the back. Boats under 27' in length must use a least a 3/8" diameter dock lines. Boats 27' to 29' must use 1/2" diameter dock lines. Boats 30' to 35' must use 5/8" diameter dock lines. When departing, no lines are to be left lying across walkways.
4. Boats must be maintained in operable condition with no gas or oil leaks.
5. No boats are permitted to be stored on trailers in the marina area / reserved trailer spots at any time.
6. District identification stickers must be affixed to boats on the port side, bow.
7. Air conditioners, electric and water must be shut off if the boat is not occupied. Power to the marina will be shut off in the event of an emergency.
8. No recreational swimming or fishing permitted in the marina.
9. Only Renters and their guests are permitted within 10 feet of the docks.
10. Renter is prohibited from using the boat slip for any commercial purposes and/or displaying signs on or near the boat.
11. No smoking or open flames within 50 feet of a boat being fueled. Fueling must be done with a proper gas can. Any spills should be reported to the District office or Dockmaster immediately.
12. Stainless steel lag eye screws, 3/8" in diameter, 6.5" in length will be placed approximately 8 inches down on the piling by the District. Renter may affix swivel block pulleys to lag eye screw, and attach one end of pulley rope weight (concrete blocks are the only acceptable form of weight in District's marina) for boat mooring purposes. Renter will affix the pully ropes and weight blocks at their own expense and maintenance.
13. No backing boats into boat slips anywhere in the marina.
14. While occupying or cruising in the marina 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 docks, slips, spaces or walkways. The boat slip area will be maintained neat and orderly at all times.
15. Any parked vehicle behind the secured marina gate **MUST** display a parking decal. Vehicles without the proper decal are subject to towing at owner's expense.
16. Any legally parked vehicle in the secured area for an extended period of time (exceeding 48 hours) must notify the District office of the extended parking.

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA SMALL BOAT AREA CONTRACT

RACK # _____
1005 SBC

ANNUAL CONTRACT

Small Boat Area (SBA) Space Rental Contract will include kayaks, canoes, and any boat 17 foot or less with single hull and no motor. Name: _____ Phone: _____

Address: _____ Email: _____

hereinafter called Lessee, agree as follows: The District hereby grants to Lessee the privilege of using an assigned space for his/her water craft in the SBA located on the District property on an annual basis for a term commencing on October 1, 20____ and ending on September 30, 20____ in the amount of \$_____ including sale tax, paid annually, in advance and is **non-refundable**. Payment type _____

Description of Water Craft: _____ Trade Name: _____

Type of craft: _____ Vessel Name: _____ ID or Hull #: _____

Color: _____ Length: _____, Beam _____ **ATTACH PICTURE OF VESSEL**

If applicable, Insurance Co.: _____ Insurance Co. Phone #: _____

Owner 24 Hr phone #: _____

First priority will be given to a Resident that is at least 18 years of age and resides within Bayshore Gardens Special Taxing District and will pay the resident rate, all others will be charged at non-resident rate. Lease may be terminated by either party with 30 days written notice.

A non-resident Lessee must vacate by 30 days from the date of a notice-to-vacate if a space is needed by a District resident and monies paid will be prorated for time used. All notices to Lessee shall be considered delivered when sent USPS certified mail. Any changes to contact information must be reported to District immediately.

A late fee of \$100.00 shall be added to the contract if payment is not received within 15 days of due date. After 30 days from renewal date the boat will be removed from the storage area at the owner's expense and above fees and late fees shall apply. After 60 days, owner agrees that if District removes the kayak/canoe or other small boat from the designated area, that kayak/canoe/small boat becomes the property of the District. Lessee agrees to abide by all the rules and regulations established by the District and those contained in this contract.

SBA RULES

1. Hours of use 7:00AM to 10:00PM.
2. Vehicle parking in parking lot in front of Recreation Hall. No parking in SBA area
3. Gate keys for use of owner or their designee only. Gates kept locked at all times
4. Boat dollies or beach wheels will be provided for porting watercraft to the beach to launch. Dolly or wheels to be rinsed off after every use and returned to designated storage place.
5. Lessees must keep the equipment supplied by the District in good working condition and keep their space neat and orderly.

SBA RULES CONTINUED

6. Boats may be inspected by District staff, or appointed agent at any time.
7. Owner/lessee must provide picture of kayak/canoe when registering boat.
8. Must attach Bayshore Gardens decal to kayak/canoe
9. Boats may rest on timbers supplied by boat owner but must be assigned a lot number by Bayshore Gardens.
10. All tie down equipment is the responsibility of the boat owner. Tie downs to be installed no more than 10 feet from boat hull
11. No maintenance of boat allowed in SBA.

I/We am/are in full understanding of the above and agree to be bound to this Lease. The management of Bayshore Gardens Park and Recreation District will endeavor to protect all personal property on the premises, but in no way accepts or assumes any responsibility for the loss or damage to said property by fire, theft, vandalism, robbery, acts of God, or damage of any kind to said property. The undersigned hereby relieves Bayshore Gardens Park and Recreation District owners and agents from all responsibility of fire, theft, vandalism, robbery, acts of God or damage of any kind to the property of said undersigned.

I/We have read and Lessee agrees to pay all expenses, including legal fees and court costs incurred by the District for moving or removing the said boat due to non-payment or rule violation. If I/we fail to pay within 60 days of renewal date, the kayak/canoe/small boat becomes the property of the District.

_____ Date _____
Owner(s) Signature

_____ Date _____
Owner(s) Print name

Accepted by: _____ Date: _____
District Office Signature

SBA fees are subject to review by the District or its agents and may be amended at the time of lease renewal. Notice to lessee will be noticed at time of annual renewal.

Fee Schedule:	<u>Resident</u>	<u>Non-resident</u>
Kayak/Canoe:	\$96.00 (tax not included)	\$192.00 (tax not included)
Sailboat (Must fit on rack):	\$96.00 (tax not included)	\$192.00 (tax not included)

Date approved 6/19/18 Sharon Denson Effective 6/19/18

Date Revised 8/21/18 Sharon Denson

Date Effective 8/21/18

BOAT SLIP # _____

TRAILER SPACE # _____

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA BOAT TRAILER CONTRACT**

1006 C

Bayshore Gardens Park and Recreation District hereafter known as the District, does hereby enter into a non-transferable contract with the undersigned resident trailer owner, hereinafter called "Lessee". Resident slip holders shall have priority over resident non-slip holders. Non Residents may rent a trailer space only if they have a boat slip in the Marina. The trailer parking space shall be assigned by Dock Master at his/her discretion, subject to such rules and regulations as are a part of this agreement. The lease shall be an annual lease commencing on Oct 1, _____ and ending on September 30, _____. The fee shall be set by the Board of Trustees on an annual basis.

Resident _____ Resident address _____
Non Resident _____ Address _____
Phone number _____ Email address _____
Trailer Name _____ Length _____ Trailer type _____
Registration State _____ Number _____ Towing vehicle _____
Insurance Co _____ Towing vehicle Policy # _____
Out of State address _____
Months out of State from _____ to _____

- 1) Trailer must be maintained in operable condition.
- 2) Trailer must display decals, owners name and phone number affixed to the trailer.
- 3) No space is guaranteed, should you be requested to move, the move must take place within 7 days.
- 4) Trailer space for trailer only, no boats on trailers
- 5) Termination of lease by either party must be in writing at least thirty (30) days prior to termination.
- 6) The District must be notified immediately with any change of address or contact information.
- 7) Fees payable by Lessee are subject to review by Bayshore Gardens Board of Trustees on an annual basis and notification shall be with annual notice of lease renewal.
- 8) Lessee is the owner of the trailer described and hereby authorizes Bayshore Gardens Board of Trustees to assess a fine of \$100.00 for failure to remit within 15 days of renewal date and further authorizes Bayshore Gardens to sell the trailer at a non-judicial sale in the event of non-payment of contract after 30 days of renewal date. Lessee shall assume all moving fees, storage fees, legal fees and court costs associated with the action.

9) Tow vehicle must maintain liability insurance on vehicle.


I _____ understand that Security is not provided for this area by Bayshore Gardens and Lessee may not hold the District liable for any injury, damage, or loss of any kind to trailer or contents in storage lot.

I/We have read and verified all facts as true. I/We fully understand the agreement and understand that I/We are bound to the terms and conditions.

Lessee _____ Date _____
Lessee _____ Date _____

ACCEPTED BY

Authorized agent _____ Date _____

Approved 9/18/18 
Revised _____
Effective 9/18/18