

**BRADEN CASTLE ASSOCIATION
RULES GOVERNING WET AND DRY DOCKS
AND BOAT RAMP USAGE
*Effective December 10, 2019***

1. Hereafter, a prospective renter of wet or dry dock space must be approved by the Manager and must be a home or mobile home owner in Braden Castle Park. Home or mobile home owners not in residence a minimum of 30 consecutive days will not be eligible to rent a wet or dry dock space.
2. Before approving the renting of wet/dry dock space, the Manager must first determine that the prospect is a member in good standing within Braden Castle Association, or is a mobile home owner of good standing. No applications for a wet or dry space will be considered unless the applicant can provide documentation showing the boat/trailer is directly owned by him/her and is duly licensed, registered and up to date. Failure to keep the boat registration and trailer tags/plates up to date or keep the boat/trailer in clean operable condition will result in forfeiture of the wet/dry dock space, and/or removal by Park or City of Bradenton.
3. Only one wet and/or dry dock space will be allowed per individual or household. There is a maximum length restriction of 24' and width of 8 ½' feet on any boat.
4. No third party owned boats or trailers will be permitted to use the Association's wet/dry spaces or launch at the boat ramp. Exception will be granted to the Law Enforcement Agencies for parking of patrol boats.
5. No sub-leasing or usage of wet or dry dock spaces will be allowed.
6. All leased wet and dry dock spaces shall be used solely for the docking and storage of marine boats and their boat trailers. No such equipment will be permitted to be stored or temporarily parked on Association property other than that space which has been previously designated and approved as wet and dry dock spaces.
7. Should a wet or dry dock space renter sell or otherwise dispose of his boat and has no immediate plans to continue the use of the rented space, such space will be immediately forfeited with no refund.
8. Wet and dry dock spaces will be rented for a period of 12 months. Fees are payable Jan. 1st and past due after Jan. 15th, of the same year. Failure to pay the required fees by Jan.15, of each year will result in immediate forfeiture of the leased space. Renewals will only be made to those individuals who have maintained their good standing in the Association or mobile home community who qualify for docking space according to the rules set forth in this Document.
9. Fees for wet and dry dock space shall be established by the Board of Directors. A renters initial year payment is prorated as follows:
 - 1st quarter of year through Dec. 31st = \$ 200.00
 - 2nd quarter of year through Dec 31st = \$ 150.00
 - 3rd quarter of year through Dec 31st = \$ 100.00
 - 4th quarter of year through Dec 31st = \$ 50.00

10. If a wet or dry space is forfeited, the boat/trailer owner is solely responsible for removing their equipment within 30 days or equipment including boat/trailer will be towed at owner's expense.
11. Be it understood, that Braden Castle Association, Inc. is the sole owner of all wet and dry dock spaces. Any individuals desiring to improve their wet or dry dock space must first present a written request to the Manager describing, in detail the nature of the repairs or improvements to be made. Ownership of such improvement, if made, shall pass through to Braden Castle Association. Dock renters will have no future claim to ownership of any dock space improvements they might make. Exceptions to this rule, such as boat lift equipment, must first be presented to the Manager and written approval obtained for the installation, removal or sale. Removal or sale of boat lift(s) must occur within 30 days of renter relinquishing said space.
12. These Rules are established by the Braden Castle Association, Inc. Any future changes will be by majority vote of the Board of Directors. Failure to abide by these Rules and Regulations, as well as maintaining good standing within the Braden Castle community will result in the immediate forfeiture of all wet/dry dock space and use of boat launch ramp and fees paid.
13. By signing this application, a renter of any wet or dry dock space agrees to hold the Braden Castle Association, Inc. ("Association") and its board members harmless from any damage to their boat or any equipment that the owner stores on this boat. In addition, the renter also agrees to hold the Association and all of its board members harmless from any personal injury to any renter or renter's guest that may occur in and around the wet docks, dry docks and boat ramp. All renters are encouraged to purchase insurance to cover their boat and equipment.
14. All wet slip additions, walks and lifts shall undergo an annual inspection by the duly assigned Harbor Master or his assignee to assure structural soundness and safe conditions exist on docks/catwalks leading from the pier to a boat stored in the water or on a lift.
15. Repairs and improvements must be maintained in good condition. Compliance repairs made by the Association, after written notice to the renter, will be at the renter's expense.
16. Current wet slip piling widths of 10' prohibit accommodation of watercraft exceeding 8 ½ foot beam width.

By signing this application, the applicant acknowledges that the Association has no liability or responsibility for any damage to the renter's property or loss of value due to vandalism or theft of their boat or any property or for injuries to any owner or guests who might be using the wet docks, dry docks or boat ramp.

Applicant

Address

Date