

West Bay Marina & R.V. Park LLC

LAND STORAGE AND/OR TRAILER STORAGE LEASE AGREEMENT

Land Storage unit number or Trailer space(s) _____

Lease Begins: _____ Ends: _____

Full Monthly rate(s): \$ _____

Surcharge Fee* (if applicable): \$ _____

Multi-unit/site/slip discount (if applicable): \$< _____ >

NET MONTHLY PAYMENT: \$ _____

PAYMENT TERMS

(All leases will be pro-rata termed for the first partial month)

Monthly: \$ _____ First Month's (or partial month) rent paid on _____ for period of _____ to _____ check # _____ or CC receipt attached.

Monthly payments accepted via Credit, Debit Card, or ACH*: Total monthly payment \$ _____

(Signing this lease hereby authorizes West Bay Marina & R.V. Park LLC to draft monthly payments via Credit or Debit Card or ACH if applicable. A 3% surcharge will apply to all credit card transactions and will apply to debit card transactions if the debit card is not swiped into our bill pay system.)

OR

Annually: A 5% discount. Monthly Rate _____ X 12 X .95 = \$ _____

*A \$10.00 per month surcharge will be accessed for tenants that do not authorize automatic payments from their debit/credit/bank account.

TENANT INFORMATION

Name: _____

DL#: _____ DOB: _____

BILLING/MAILING ADDRESS

Street: _____

City: _____ State: _____ Zip: _____

CONTACT INFO

Mobile number: _____

Email Address: _____

Spouse's mobile (if applicable) _____

CONTACT IN CASE OF EMERGENCY

Name: _____ Relation: _____ Number: _____

BOAT DESCRIPTION (if applicable)

Manufacturer/Model: _____ Color: _____

Boat Name (if applicable): _____ TX#: _____ Serial Number: _____

TRAILER/RV/VEHICLE DESCRIPTION (if applicable)

Make of trailer/rv/vehicle: _____ Color of trailer/rv/vehicle: _____

Type of trailer (i.e. boat, travel etc) _____ License number: _____

Insurance

Carrier: _____ Agent: _____

This land storage and/or open trailer storage Lease and Service Agreement (the "Agreement") is entered into between West Bay Marina & R.V. Park LLC, operating a marina in Tarrant County, Texas, hereinafter referred to as "Marina", and _____ hereinafter referred to as "Tenant". For and in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

- ❖ **LEASED PREMISES:** Marina hereby rents and leases unto Tenant, and Tenant hereby leases and accepts from Marina, Land Storage(s), open trailer storage(s) as follows: hereinafter called "Premises" or "Storage". In the event Tenant acquires additional Storage unit(s) or changes Storage unit(s), all the provisions in this agreement shall apply to the additional or replacement Storage unit(s). The Premises are leased to Tenant for the purpose of private storage of Tenant's vessel, RV, Vehicle and/or belongings and Tenant covenants and agrees to comply with the harbor rules, conditions of use and Park rules of West Bay Marina & R.V. Park LLC, the directives of the Tarrant Regional Water District and all other applicable laws, rules, and regulations. **At no time may anyone stay overnight inside a land storage unit or stay in an RV/Boat parked in the storage area.**
- ❖ **RENTAL:** The monthly rental rate subject to this agreement is \$ _____. All rents are due and payable in advance on the first (1st) day of each month if paid monthly.
- ❖ **TERM:** Marina hereby lets the Premises to Tenant for a term noted on page one, unless sooner terminated for default pursuant to the provisions of this Agreement. A thirty (30) day written notice with your intent to vacate at the end of your lease term must be received by the marina or you will be responsible for one more month's rent.
- ❖ **LATE PAYMENTS:** All lease payments are due on the first (1st) day of each month and become delinquent after the seventh (7th) day of the month. Tenant agrees to pay, in addition to the agreed rent, a late charge of ten dollars (\$10.00) per day in which rent is not paid before the eighth (8th) of the months. If Storage rent becomes over forty-five (45) days in arrears, Marina shall have the additional options of: 1) terminating Tenant's lease and/or 2) dockage or storage fees of twenty dollars (\$20.00) per day in which Tenant agrees to pay in addition to any other charges and rights set forth in this Agreement.

INSUFFICIENT FUNDS CHECK: A \$35 fee for returned checks will be accessed AND a \$10 fee for Debit/Credit transactions processed for Monthly Charges that are denied when processed. (This does not apply to cards with expired dates, those reported stolen, or possible other reasons that do not pertain to NSF, over credit, credit frozen etc.) We will offer a one-time waiving of this fee for the first offense, after that, you must notify us by the 1st of the month if you need to change method of payment for the monies due by the fifth. Whether a returned check or declined Credit Debit card, late fees will also be incurred starting the 8th day of the month.

- ❖ **IMPOUNDMENT:** Any vessel impounded for non-payment shall be assessed a one hundred fifty-dollar (\$150.00) impounding charge. Impoundment may occur with us without notice, at any time the account is deemed delinquent for balance due, NSF check(s), or violation of account procedures, which have been delineated within lease and payment plan agreements.
- ❖ **HOLDING OVER:** If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's express permission, Tenant shall become a tenant from month to month only, subject to all the provisions of this Lease (except as to Term and Rent). The "Monthly Base Rent" payable by Tenant may be increased to one hundred fifty percent (150%) of the Monthly Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) day advance written notice of the date of termination. **Lessor may also send an invoice before renewal offering (stated) on the invoice to renew the lease for another specific term, if tenant agrees to any changes to the rental rate (if any) and pays the invoice without stating they wish to become Month to Month, then by paying the renewal invoice (if offered) lease will have renewed for another specific term.**

USE CONDITIONS: Tenant agrees that it will perform or abide each and every condition of use contained in this Agreement and the Harbor Rules and Regulations, and the West Bay RV Park rules. Tenant shall not store any items outside the storage area or allow anything to extend outside the storage unit, closet, or open trailer space nor dispose of any trash outside the storage area other than in

the designated dumpster at the trash disposal area located due West of the boat trailer parking area. Tenant shall keep the Premises in a clean and orderly condition. No alterations may be made to the Storage unit by the Tenant. No flammable or combustible materials or hazardous substances shall be stored or left on the Premises except as fuel contained in a vehicle or vessel. No sanding or painting of any kind is allowed. **Tenant acknowledges that their boat may only be parked at the courtesy/gas dock for a reasonable amount of time and that their boat will not be left in the water parked in the marina without the express consent of the marina manager and payment of additional fees. Additionally, the leasing of storage does not authorize the tenant or their guest(s) to fish off any docks in the marina.**

- ❖ **TENANT REPAIRS AND IMPROVEMENTS:** Tenant shall make no repairs, alterations, or improvements to the Premises, including the location of property and equipment adjacent thereto, without the express written consent of Marina. In the event of injury or damage to the Premises, unless caused by casualty or Acts of God, Tenant shall repair or replace the same promptly to its original condition, less reasonable wear and tear, at Tenant's sole expense, and if not properly repaired by Tenant, Marina may do so and Tenant shall reimburse all such expenses and costs or repairs incurred by Marina, including any and all legal fees. Upon termination of the agreement, Tenant shall deliver the Premises to Marina in good condition, reasonable wear and depreciation excepted, and any improvements added by Tenant shall be deemed to be property of Marina; Tenant may remove Tenant's personal property prior to termination if tenant is not in default under this agreement. No work may be done on Tenant's Premises between the hours of 6:00pm and 9:00am. All work or improvements made by the Tenant or by Marina at the Tenant's request shall comply with all applicable codes.
- ❖ **MARINA REPAIRS AND CONDITIONS:** Tenant hereby acknowledges that the Tenant has inspected the Storage unit and those portions of the Marina associated with the Storage unit, including without limitation, the doors, roof, and electrical outlet, knows the condition of the same, hereby accepts the same in their existing condition "AS IS" and agrees that no statement, representation, or warranty as to their condition has been made by the Marina.
- ❖ **IT IS UNDERSTOOD that these land storage MAY LEAK during heavy rains and/or water may run into the units from under the door and/or walls.**
- ❖ **INSURANCE:** Tenant agrees he/she is responsible for insuring their property, including hull coverage and indemnity and/or liability insurance. Tenants may be required at any time to show proof of insurance in accordance with the Texas Parks and Wildlife and Tarrant Regional Water District.

INDEMNIFICATION/RELEASE/WAIVER: NEITHER LESSOR NOR ITS AFFILIATES, SISTER COMPANIES, AND/OR ANY OF LESSOR'S EMPLOYEE'S, MEMBERS AND/OR MANAGERS ("LESSOR GROUP") ACTING ON THEIR BEHALF, AND/OR ON BEHALF OF LESSOR SHALL HAVE ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY IN OR AROUND THE BOAT SLIP OR IN ANY OTHER PART OF THE MARINA, THE PREMISES, AND/OR ANY RELATED FACILITIES, AND/OR FOR DAMAGE TO THE VESSEL ITSELF, BY ANY CAUSE, INCLUDING WITHOUT LIMITATION ANY SUCH LOSS, DAMAGE, INJURY, OR DEATH WHICH MAY RESULT FROM OR ARISE IN ANY WAY IN CONNECTION WITH THE SOLE OR CONTRIBUTORY NEGLIGENCE OR STRICT LIABILITY OF LESSOR. LESSEE HEREBY WAIVES AND RELEASES LESSOR AND THE LESSOR GROUP FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY IN OR AROUND THE BOAT SLIP OR IN ANY OTHER PART OF THE MARINA, THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR FOR DAMAGE TO THE VESSEL ITSELF, FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION ANY SUCH LOSS, DAMAGE, INJURY OR DEATH WHICH MAY RESULT FROM OR ARISE IN ANY WAY IN CONNECTION WITH THE SOLE OR CONTRIBUTORY NEGLIGENCE OR STRICT LIABILITY OF LESSOR AND/OR THE LESSOR GROUP. LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LESSOR AND THE LESSOR GROUP HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATING IN ANY WAY TO LESSEE'S USE AND/OR OCCUPANCY OF THE BOAT SLIP AND/OR ANY OTHER PART OF THE MARINA, THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR THE ACTS OR FAILURE TO ACT OF ANY OF LESSOR'S AND/OR LESSEE'S VISITOR'S AND GUESTS, INCLUDING WITHOUT LIMITATION ANY SUCH LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES WHICH MAY RESULT FROM OR ARISE IN ANY WAY IN CONNECTION WITH THE SOLE OR CONTRIBUTORY NEGLIGENCE OR STRICT LIABILITY OF LESSOR AND/OR LESSOR GROUP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR PROVIDED BY APPLICABLE LAW OR IN EQUITY, ANY LIABILITY OF LESSOR AND/OR LESSOR GROUP ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT OR USE OR OCCUPANCY OF THE BOAT SLIP AND/OR IN ANY OTHER PART OF THE MARINA, THE PREMISES, AND/OR ANY RELATED FACILITIES SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE MONTHLY LEASE PAYMENTS WHICH HAVE ACTUALLY BEEN PAID BY

LESSEE UNDER THIS AGREEMENT, EVEN IF ANY SUCH LIABILITY ARISES FROM THE SOLE OR CONTRIBUTORY NEGLIGENCE OR STRICT LIABILITY OF LESSOR AND/OR LESSOR GROUP. THIS AGREEMENT IN NO WAY CREATES OR SHALL BE DEEMED TO CREATE A GENERAL OBLIGATION OF THE LESSOR AND/OR LESSOR GROUP AND SHALL BE STRICTLY CONSTRUED AND LIMITED AS PROVIDED IN THE PRECEDING SENTENCE.

- ❖ **DAMAGE TO TENANT'S VESSEL, VEHICLE, TRAILER, PROPERTY:** Marina is not responsible for any damage to Tenant's vessel, vehicle, trailer, any property therein or appurtenant thereto, or any other property of Tenant, which arises from perils against which tenant may obtain insurance accepting for the negligence or willful acts of Marina. Tenant agrees and understands that unless caused by the negligence, fraudulent, willful or illegal act of Marina, its agents or employees, Marina assumes no responsibility and shall not be liable for the loss or damage by theft, fire, vandalism, malicious mischief, wind, water, act of God or otherwise to said vessel or any other personal property or contents thereof placed with Marina for storage, or brought on Marina Premises by or on behalf of the Tenant or his invitees. It is the Tenant's obligation to obtain and maintain the broadest available form of property damage insurance in amounts, which the Tenant deems sufficient to cover any loss or damage to such property.
- ❖ **LIMITATION OF DAMAGES RECOVERABLE:** In no event shall the marina be responsible for special consequential or punitive damages such as, but not limited to loss of revenue or profits, or for exemplary damages.
- ❖ **FORCE MAJEURE:** Tenant agrees that Marina shall not be liable for, and this Agreement shall not be terminated by an interruption or interference of services or accommodations due Tenant caused by strike, riot, orders or acts of public authorities, acts of other tenants, accident, the making of necessary repairs to the Marina, or any other cause beyond the reasonable control of Marina.
- ❖ **EFFECT OF DAMAGE OR DESTRUCTION:** In event of damage to or destruction of the Marina and/or land storage unit(s) by fire, wind, flood, storm, movement of water, accumulation of silt, earthquake, tidal wave, or other causes or causes, whether immediate or over a period of time, Marina shall have the option to: 1.) treat this Agreement as continuing and repair or restore the Marina and/or land storage unit(s); or 2) terminate this Agreement and all future obligations hereunder of either party by written notice to Tenant.
- ❖ **INSPECTION:** Marina and its officers, employees and agents shall have the right to enter Premises at any time for the purpose of inspecting the same, making repairs or performing any authorized work. The tenant shall deposit a key(s) Storage unit lock with the office of marina if Marina needs to enter the premises to make repairs, inspection or for emergency purposes.
- ❖ **REMEDIES FOR DEFAULT:**

Tenant agrees that all charges accruing under the terms of this contract shall give Marina an express lien upon Tenant's craft/Vehicle/trailer and Tenant hereby grants to Marina a security interest in said craft/vehicle/trailer to secure same. No craft/vehicle/trailer indicated in this lease shall be removed from the marina until all charges are fully paid. Marina is granted the right to secure such craft/vehicle/trailer from removal until all charges are paid in full. The right to secure the craft includes its removal from the water. The security interest includes all costs of securing the craft/vehicle/trailer.

The Marina reserves the right to remove, and hold said craft/vehicle/trailer until all delinquent charges have been paid in full. The Tenant agrees that should the above conditions arise, that the Marina will in no way be held liable or responsible for any loss, damage, or deterioration of or to said craft/vehicle/trailer or Tenant due to said removal and/or storage. The Tenant also agrees to be liable for all costs incurred by the Marina in the removal and/or storage of said craft, vehicle or trailer. The Tenant understands that Marina may be required to give notice to any lien holder with an interest in the craft of the delinquency and breach of this Agreement, within ten (10) days of Tenant's delinquency or breach to protect Marina's lien interest. Tenant grants Marina permission to do so may be required to protect Marina's lien interest.

Lien for Storage of Materials and Labor: Tenant agrees that Marina shall have a lien pursuant to Texas Property code AA. 70.001, 70.003 and 70.101, a lien for storage pursuant to Texas Property code Ann., 59.021 and a security interest covering Tenant's vessel(s), vehicles, trailers, fixtures, and appliances allocated in or adjacent to the premises for all unpaid storage charges, unpaid work orders and unpaid charges for merchandise due and owing to Marina under this Agreement. Tenant agrees that Marina may restrain (without breaching the peace) such vessel(s), vehicle, trailer, fixtures and equipment until such charges are paid in full and no cause of action shall accrue to any person against Marina, its agents, or employees as a result of such restraint. Tenant agrees that liens granted to Marina herein cover rentals, materials, labor, and goods purchased by Tenant pursuant to the terms of this Agreement.

Other Remedies: In the event of default by Tenant as described above, Marina may, at its option, regard this Agreement as continuing in force and recover from Tenant damages caused by Tenant's default, including without limitations, the right to recover the Slip Fees under this Agreement as the same shall accrue and/or terminate Tenant's right to use the Slip. The remedies above provided are not exclusive and Marina may pursue any one or more of such remedies or any other remedies provided by law.

No Waiver: The exercise or failure to exercise any remedy provided herein for any breach shall not be deemed as a waiver of Marina's rights to have that or any other remedy specified above for any other breach of the same or any other provision of this Agreement. Failure by Marina to exercise any of its rights under this Agreement or marina's acceptance of money after any default shall not be considered or construed to waive any right of marina or to affect any notice or legal proceedings theretofore given or commenced. Nothing herein shall constitute a waiver of the rights of Marina to a maritime lien under state law or under the Federal Maritime Lien Act.

Attorney's Fees: Tenant agrees to reimburse Marina for reasonable attorney fees and costs related to a suit or other collection efforts by Marina against Tenant to collect any amounts due under this Agreement or any amounts due or secured by the liens described herein.

- ❖ **ASSIGNMENT AND SUBLETTING:** This Agreement grants to Tenant a limited personal right, without any possessor interest, to store tenant's personal property. Accordingly, Tenant shall have no right or power to transfer or assign this Agreement or to assign or sublet the Storage or any part thereof to any person or party whatsoever. No transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise and no attempted transfer shall be valid or effective without Marina's written consent. Any attempted transfer shall, at the election of the Marina, automatically terminate this Agreement. The tenant agrees to notify Marina in writing of its intention to have the leased space vacant for a period of ten (10) days or more.
- ❖ **PROPERTY SALES:** Tenant shall have the right to sell its own vessel, RV, Trailer etc. without payment of commission provided such sale is made privately by Tenant. Absolutely no "For Sale" signs shall be posted on Premises except by Marina employees.
- ❖ **RULES AND REGULATIONS:** Tenant agrees to use the Storage unit and the Marina in accordance with the Marina's HARBOR RULES AND REGULATIONS, PARK RULES, conditions of use, and all applicable laws, rules, and regulations. Marina reserves the right to modify or amend its HARBOR RULES AND REGULATIONS AND/OR PARK RULES/CONDITIONS OF USE from time to time and Tenant agrees to comply with all modified and amended rules and regulations. Tenant further agrees to comply with all laws, ordinances, rules, regulations, and orders of any government authority with respect to the Slips, the Marina and/or the Harbor. Should any fine or claim be asserted against Tenant and/or Marina due to any failure, act or status of Tenant or its licensees, guests, or contractors to comply with the provisions of this Paragraph, Tenant shall be solely responsible therefore, including payment of any legal fees, and shall pay same within five (5) days following demand. It is understood that No lessee may invite, harbor, or hide individuals that have been banned from the marina premises by management or have a criminal trespass in force for the premises owned by the marina. Should lessee violate this rule then their lease will be subject to immediate cancellation.
- ❖ **PARKING AND VEHICLES:** No parking of vehicles is permitted in front of land storage, storage closet, or open trailer space except on a temporary basis while lessee is present at the land storage unit, storage closet or open trailer space designated on this lease. If tenant is launching a vessel and invites guest(s) who arrive in another vehicle, guest will be charged the daily parking rate posted.

LAUNCH RAMP: It is agreed that if this lease is for a vessel with a trailer then lessee shall be permitted to launch the vessel designated on page one at no charge. This does not apply to any vessel not listed on page one. Should lessee bring other vessels to the marina the lessee will be responsible for the correct launch fee. It is also agreed that on busy weekends and holidays that lessee may be required to put the trailer back in their land storage or open storage area so as not to take up other vehicle/trailer parking spaces.

❖ **TOWING AND BOOTING POLICY**

*Towing can and will be enforced for all un-authorized vehicles on these premises. Unauthorized vehicles include, BUT ARE NOT LIMITED TO, any vehicle associated with an RV site, Land storage, open storage or boat slip that is in arrears on their account.
*Booting of the tire/axle of an RV, boat trailer, or other vehicle on these premises can be enforced for licensee's and lease's that are in arrears on their account.

TRASH DISPOSAL:

- ❖ All trash disposed of on these premises must have been generated at these premises. No trash of any type shall be brought into the marina for disposal.
- ❖ No trash of any kind is to be left outside the disposal facility.
- ❖ Trash should be securely bagged and placed inside the dumpster and as far back as possible.
- ❖ All cardboard boxes must be broken and placed inside the dumpster.
- ❖ No furniture, appliances, water heaters, mattresses, large items, construction debris, auto or boat parts or other durable goods are to be put into the dumpster or left outside the disposal site. All these types of garbage must be taken to the City Dump by you.
- ❖ Other open top dumpsters that may be on premises, from time to time, are for marina use only.
- ❖ No fish or fish parts are to be put into the dumpster.
- ❖ No trash or bags of trash can be placed under your RV or anywhere on the RV site, in front of the land storage units or any other receptacles on the premises other than the dumpster located at the trash disposal site.
- ❖ If dumping liquids (not motor oil, flammables or paint as these items can never be put in the trash) They must be sealed in a container that will remain leak free.

- ❖ Those caught in violation of our rules with regards to trash disposal will be subject to fines and/or eviction. See management for a current schedule of fines for not following trash disposal rules.
- ❖ **MARINA RESERVES THE RIGHT TO RECONFIGURE OR CHANGE LAND STORAGE AND/OR MOVE TRAILERS, RV'S, VEHICLES IN AND AROUND THE STORAGE AT ANY TIME.**
- ❖ **NO REAL PROPERTY RIGHTS:** Tenant acknowledges that neither this Agreement, nor any improvements made to the Premises by Tenant shall convey or grant any real property rights to Tenant, and that all improvements made to the Premises shall be deemed to be property of the Marina, if Marina elects to retain such property in Marina's sole discretion, upon termination of this agreement.
- ❖ **MISCELLANEOUS:** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, written or oral, if any, an agreement shall be interpreted and construed in accordance with the laws of the State of Texas. If any provisions hereof shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- ❖ **AGREED CHANGES (IF NONE SO STATE)** _____
- ❖ _____
- ❖ _____
- ❖ _____

IN WITNESS WHEREOF the parties hereto have executed this lease Agreement effective as of (date) _____

FOR TENANT:

PRINTED NAME: _____

SIGNATURE _____

DATE SIGNED _____

FOR WESTBAY MARINA & R.V. PARK LLC:

PRINTED NAME: _____

SIGNATURE _____

DATE SIGNED _____

Credit Card Info: This part of the contract will be shredded once the information has been entered into an encrypted database. A 3% surcharge will be added to all credit card transactions and to debit card transactions if the debit card is not swiped into our bill pay system.

Name on Card: _____

Card # _____

Expiration Date: _____ **CCV number** _____

Billing address for Card: _____ **City** _____ **Zip** _____

For automatic bank draft complete the attached authorization form