

# WEST BAY MARINA

& R.V. Park LLC

**This “Boat Slip Lease” is a binding lease contract for a minimum number of twelve months and for agreed upon hold over period.... Read carefully before signing!**

“Lessee”: \_\_\_\_\_ “Lessor”: West Bay Marina & R.V. Park LLC

“Boat Slip”: \_\_\_\_\_ Electric meter reading (if applicable) \_\_\_\_\_

“Lease Term”: Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

“Monthly Slip Rate” for a 12-month lease term: \_\_\_\_\_

Trailer Storage monthly fee (if applicable): \_\_\_\_\_

Handling Fee (if Monthly Lease Payment not paid by automatic charge) = \_\_\_\_\_

“Monthly Lease Payment” (including Boat Slip & trailer storage, etc.) = \_\_\_\_\_

**PAYMENT TERMS** (First Monthly Lease Payment will be pro-rata adjusted for a first partial month, if applicable)

**Lease Payment:** \$ \_\_\_\_\_ first month's (or pro-rated partial month) lease payment paid on \_\_\_\_\_ (today's date) followed by \$ \_\_\_\_\_ per month for the period \_\_\_\_\_ to \_\_\_\_\_

**5% Discount for Advance 12 Month Lease Payment:** A 5% discount is given if Lessee pays entire 12-month lease term in advance in one payment: Monthly Slip Rate \_\_\_\_\_ X 12 X .95 = \$ \_\_\_\_\_

**AUTOMATIC MONTHLY LEASE PAYMENTS/HANDLING FEE:** Monthly Lease Payments are collected electronically via Credit Card, Debit Card or ACH: Lessee's Monthly Lease Payment **plus any electricity charges and any other misc. charges (i.e. store charges, fines for improper trash disposal, fuel charges, late fees, boat cleaning, etc., including those incurred by your family members or other authorized individuals), will automatically be charged to your credit card, debit card or bank account on file.** It is therefore understood that by signing this Boat Slip Lease it hereby authorizes West Bay Marina & R.V. Park, LLC to charge monthly payments via the Credit Card, Debit Card or ACH provided by Lessee, unless Lessee elects to not pay by automatic electronic payment. Lessees who elect to not pay by automatic charge will be assessed a \$10 per month “Handling Fee”. **Invoices will be emailed only.** Failure to receive invoices will not affect the Lessee's obligations and Lessor's rights under this Boat Slip Lease in any way. Slip rent and other charges (if any) are due on the first of the month, will be automatically processed, and will be deemed late if payment is not received by the eighth day of the month. A 3% surcharge will be added if a credit card is used. The 3% surcharge will apply regardless if the card (even debit cards) is not swiped into our payment system.

**LESSEE INFORMATION:**

Name: \_\_\_\_\_

DL#: \_\_\_\_\_ DOB: \_\_\_\_\_

Billing/Mailing Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CONTACT INFO**

Mobile phone \_\_\_\_\_ COPY OF ID:

E-Mail (**required:** please print legibly) \_\_\_\_\_

Spouse's email and mobile: phone (if applicable) \_\_\_\_\_

**CONTACT IN CASE OF EMERGENCY**

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Mobile: \_\_\_\_\_

**LESSEE'S "VESSEL" DESCRIPTION**

Manufacturer/Model: \_\_\_\_\_ Length: \_\_\_\_\_ Color: \_\_\_\_\_

Boat Name (If applicable): \_\_\_\_\_

TX#: \_\_\_\_\_ Expiration date of current registration: \_\_\_\_\_

VIN/ SER \_\_\_\_\_

**TRAILER INFO** (if leaving on Premises) Color \_\_\_\_\_ Make \_\_\_\_\_ Tag # \_\_\_\_\_ Yes, I will leave a trailer on the Premises and have been advised to use a tongue lock. As with any other Lessee property, West Bay Marina & RV Park, LLC is not responsible for stolen or damaged trailers. No, I will not leave a trailer on Premises, but I understand that there is a charge if one is left anywhere on the Premises at any time for any reason.**INSURANCE INFORMATION**

Insurance Carrier: \_\_\_\_\_ Agent's name: \_\_\_\_\_

West Bay Marina &amp; R.V. Park LLC Lessor, 6925 Liberty School Tap Road, Azle, TX 76020 Phone: (817) 444-1622 Email: office@westbaymarinatx.com Page 2 of 10 ~

This Boat Slip Lease (also referred to herein as the "Agreement") is entered into between West Bay Marina & R.V. Park, LLC ("Lessor"), operating a Marina in Tarrant County, Texas (hereinafter "Marina"), and [REDACTED] ("Lessee"). Lessor and Lessee are herein together referred to as the "Parties". For and in consideration of the mutual covenants and agreements hereinabove and hereinafter contained, the Parties agree as set forth hereinabove and as follows:

1. **LEASED AREA/PREMISES:** Lessor hereby leases to Lessee, and Lessee hereby leases and accepts from Lessor the Boat Slip (defined on page one (1)) subject to the terms and conditions of this Agreement. In the event Lessee's Vessel (defined on page one (1)), is moved to an alternative boat slip other than the Boat Slip by Lessor's action, direction and/or with Lessor's consent, all the provisions in this Agreement shall apply to an alternative slip as if it is the Boat Slip. Lessee shall not move Vessel or any other vessel to an alternative slip without Lessor's written consent. The Boat Slip is leased to Lessee for the sole purpose of private storage of Lessee's Vessel and Lessee covenants and agrees to comply with all rules of West Bay Marina, the directives of the Tarrant Regional Water District and all other applicable laws, rules, and regulations. The "Premises" as used herein is the entire area known as West Bay Marina & R.V. Park including slips, the Boat Slip, docks, ramps, the RV Park, all marina structures and everything associated with these areas.
2. **MONTHLY LEASE PAYMENT:** The total Monthly Lease Payment for Boat Slip and trailer storage (if applicable) (defined on page one (1)) is **due and payable in advance** on or before the first (1<sup>st</sup>) day of each month unless it has been paid in advance for a 12-month term. If being paid by auto debit/credit or ACH the payment will be processed on the fifth of each month.
3. **TERM:** Lessor hereby leases the Boat Slip to Lessee for the Lease Term (defined on page one (1)) commencing on the effective date hereof, and expiring on the date noted, unless sooner terminated under terms and conditions of this Agreement. A written notice expressing Tenant's intent to vacate at the end of the Lease Term must be received by the Lessor thirty (30) days or more prior to the end of the Lease Term or Lessee will be responsible for one additional carry over month's rent..
4. **ELECTRICITY:** Electricity is available for the normal use and operation of Lessee's boat. Electricity is included in the Monthly Lease Payment for Docks A and E. Slips on other docks are accessed a \$5 monthly minimum electric fee and each slip is individually sub-metered. All sub-metered slips will have the meter read monthly and if the usage exceeds the minimum then the total will be added to Lessee's monthly invoice based on the most recent KWH electricity charge incurred by the marina. Lessor understands and agrees all disputes concerning electricity are between Lessee and Lessor and does not concern an outside electric provider. All meter readings and other information used to calculate Lessee's electric charges are available for review at Lessor's office during regular business hours.
5. **LATE PAYMENT CHARGES:** Monthly Lease Payments, electricity charges, and other misc. charges are due on or before the first (1<sup>st</sup>) day of each month and become delinquent after the seventh (7<sup>th</sup>) day of the month. Lessee agrees to pay, in addition to Monthly Lease Payments, electricity charges, and other misc. charges, a late charge of ten dollars (\$20.00) per day for each day these amounts are not paid after the seventh (7<sup>th</sup>) day of the month. If payments due become over thirty (30) days past due, Lessor shall have the additional options of: (1.) terminating this Agreement and/or (2.) imposing dockage or storage fees of twenty dollars (\$20.00) per day which Lessee agrees to pay in addition to any other charges and rights set forth in this Agreement.
6. **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, 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 will be enforced for licensee's and lease's that are in arrears on their account.

## 7. **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 down and placed inside the dumpster.
- No Furniture, appliances, water heaters, mattresses, large items, construction debris, auto or boat parts are to be put inside the dumpster or set outside of it. All this type 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, on the dock or any other place beside **inside the dumpster at the disposal station located due West of the boat trailer parking area**. Do not leave bags of trash adjacent to trash containers located elsewhere on the property.
- If dumping liquids (no motor oil, flammables or paint, as these items can never be put in the dumpsters) they must be sealed in a container that will remain leak free.
- Failure to follow our rules with regards to trash disposal will be subject to fines and/or eviction.

8. **INSUFFICIENT FUNDS:** 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 1<sup>st</sup> 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, the late fees will also be incurred starting the 8<sup>th</sup> day of the month.
9. **IMPOUNDMENT:** Any Vessel or vessel impounded for non-payment may be assessed a twenty dollar per foot LOA of the slip (including buildout) impoundment fee which may occur with or without notice, at any time the Lessee's account is deemed delinquent for balance due, and/or NSF check(s) occur and/or violation of account procedures as set forth in this Agreement and/or subsequent payment plan agreements. Impoundment may be by means of chaining the boat in the slip, removal of boat via trailer, or removal of vessel by crane.
10. **HOLDING OVER:** If, after expiration of the original 12 month Lease Term, Lessee remains in possession of the Boat Slip, Lessee shall become a month-to-month Lessee only, subject to all the provisions of this Agreement (except as to Term and Monthly Lease Payment amount). The Monthly Lease Payment payable by Lessee may be increased to one hundred fifty percent (150%) of the Monthly Slip Rate in effect at the expiration of the original Lease Term (as set forth on page one) without any further notice. Such Monthly Lease Payment 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 will also provide a month-to-month tenant a 30 day notice of any other increase in lease rates after the initial possible change at the expiration of the original term.
11. **USE CONDITIONS:** Lessee agrees that it will perform or abide by each condition of use contained in this Agreement, the attached Harbor Rules and Regulations, and all other rules and regulations in effect for the Premises. Lessee shall not cause or allow the Boat Slip to be used for any purpose other than the mooring of the Vessel identified in this Agreement for private use only (no third party renting or leasing of the vessel is allowed), and for the other uses consistent with this Agreement. **Lessee may fish off their boat or dock fingers adjacent to the Boat Slip as shown on page one. No guests\* of Lessee may fish on the boat and/or adjacent dock fingers unless the Lessee accompanies the guest(s) at all times. Lessees and guests of Lessees may not fish off/near/in any other slip than the one indicated on page one. No Lessee may have more than three guests fishing off their boat (while in the slip) and or adjacent areas at any one time!!! Swimming is not allowed off the boat docks or inside boat slips at any time. Fishing is never allowed at the end of "F" dock or in the swimming area.**

\*see section 33 with respects to individuals who are banned from the marina's premises!!!

12. **LESSEE REPAIRS AND IMPROVEMENTS:** Lessee 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 Lessor. In the event of injury or damage to the Premises, unless caused by Acts of God, Lessee shall repair or replace the same promptly to its original condition, less reasonable wear, and tear, at Lessee's sole expense, and if not properly repaired by Lessee, Lessor may do so and Lessee shall reimburse all such expenses and costs of repairs incurred by Lessor, including all legal fees. Upon termination of the agreement, Lessee shall deliver the Boat Slip and the adjacent area to Lessor in good condition, reasonable wear and depreciation excepted. Any improvements added by Lessee shall be deemed to be property of Lessor; Lessee may remove Lessee's personal property prior to termination if Lessee is not in default under this agreement. No work may be done on the Premises between the hours of 6:00pm and 9:00am. All work or improvements made by Lessee or by Lessor at Lessee's request shall comply with all applicable codes.
13. **LESSOR REPAIRS AND CONDITIONS:** Lessee hereby represents that Lessee has inspected the Boat Slip, adjacent areas and the remainder of the Premises, including without limitation, the floats, walks, gangways, ramps and structures, Lessee 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 or operation has been made by the Lessor and/or relied upon by Lessee .

14. **LESSEE'S CARE OF BOAT SLIP AND DOCKS:** Lessee shall not store any small boats, dinghies, bait tanks, boat gear, or other personal property whatsoever at the Boat Slip (other than aboard the Vessel), or on the docks or gangways adjacent to the Boat Slip. Lessee shall keep the Boat Slip, docks, ramps, and gangways in a neat, clean and orderly condition, free and clear of all such items other than approved storage lockers, power lines and water hoses in use connected to proper receptacles at the Boat Slip. No alterations may be made to the Boat Slip, docks, ramps, or gangways by the Lessee. No flammable or combustible materials or hazardous substances shall be stored or left on the Premises including on or in the immediate vicinity of the docks in the Marina. Lessees may only use electric cookers on docks. No propane or charcoal BBQs are to be used on the docks. Any improvements made to Premises shall comply to applicable codes and Tarrant Regional Water District standards. Upon notification of non-compliance Lessee shall be responsible to immediately take such acts which are necessary to correct violation. In the event Lessee fails to correct any deficiency in a timely manner Lessor may remove or correct the violation at Lessee's expense without further notice. **Boats may only be fueled at the gas dock. No gas containers are allowed on any dock except for the gas dock area of the "F" dock.**

15. **INSURANCE:** Lessee agrees to secure and maintain complete boat owner's insurance, including hull coverage and indemnity and/or liability insurance. Lessee may be required at any time to show proof of insurance in accordance with the Texas Parks and Wildlife and Tarrant Regional Water District.

16. **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.**

17. **DAMAGE TO LESSEE'S VESSEL:** Lessee agrees Lessor is not responsible for any damage to Lessee's Vessel, any property therein or appurtenant thereto, or any other property of Lessee. Lessee agrees and understands that Lessor 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 Lessor for storage or brought onto the Premises by or on behalf of the Lessee or his invitees. It is Lessee's obligation to obtain and maintain the broadest available form of property damage insurance in amounts which Lessee deems enough to cover any loss or damage to such property.
18. **LIMITATION OF DAMAGES RECOVERABLE:** In no event shall Lessor be responsible for special consequential or punitive damages such as, but not limited to loss of revenue or profits, or for exemplary damages.
19. **LAKE LEVEL:** Lessor is not obligated to maintain, nor otherwise responsible for any injury or damage to Lessee, Lessee's guests and/or their property caused by (either directly or indirectly), the water level of the lake. Lessee agrees and acknowledges that Eagle Mountain Lake is subject to flooding and low water conditions which can cause substantial injury to Lessee, injury to Lessee's guests, damage to the Premises, Lessee's improvements to the Premises, Lessee's Vessel and any other property of Lessee and/or Lessee's guests on the lake and/or on the Premises. *The inability to use the Boat Slip or your Vessel for reasons of water level does not negate the Lessee's obligation to pay the Monthly Lease Payment and/or Lessee's other obligations.* It is understood that the Lessor may relocate boats during high or low water events but does not have an obligation to do so. It is the Lessee's responsibility to remove the Vessel from the water should Lessee deem the water level will cause damage to the Vessel.
20. **FORCE MAJEURE:** Lessee agrees that Lessor shall not be liable for, and this Agreement shall not be terminated by an interruption or interference of services or accommodations caused by strike, riot, orders or acts of public authorities, acts of other lessees, accident, the making of necessary repairs to the Marina and/or Premises, or any other cause.
21. **EFFECT OF DAMAGE OR DESTRUCTION:** In event of damage to or destruction of the Lessor or the Boat Slip by fire, wind, flood, storm, movement of water, accumulation of silt, earthquake, or other causes or causes, whether immediate or over a period of time, Lessor shall have the option to: 1.) treat this Agreement as continuing and repair or restore the Marina and/or the Boat Slip; or 2) terminate this Agreement and all future obligations hereunder of either party by written notice to Lessee.
22. **SECURING VESSEL:** At all times during which the Vessel is berthed at the Boat Slip, Lessee shall cause it to be safely and properly secured to its mooring, and in a manner acceptable to Lessor. If Lessor deems it necessary to re-secure the Vessel for any reason, Lessee agrees to pay Lessor a reasonable service charge for doing so plus the cost of all material used, therefore. However, Lessor assumes no responsibility for the safety of the Vessel and shall not be liable for fire, theft, or any damage to the Vessel, its equipment, or any other property in or on the Vessel by reason of Lessor's exercise or failure to exercise its right to re-secure Vessel.
23. **CLEAN VESSEL:** Lessee always agrees to keep his/her Vessel reasonably clean. Lessee agrees to keep tarp and other covers properly fitted to the boat and not to allow water to accumulate on tarps/covers. It is agreed that should Lessor personnel have to attend to Vessel covers/tarps etc. due to neglect of the Lessee then a \$25 charge will access each time and added to your monthly rent payment. It is further agreed that if the Vessel is unreasonably dirty and Lessee does not respond to verbal; or emailed written requests to clean their Vessel the Lessor will hire a company to clean the Vessel. The current charge is \$5.50 per LOA of the Vessel and is subject to change. All cleaning charges will be billed to the Lessee and if not paid promptly will result in default as described in section 24 below.
24. **INSPECTION:** Lessor and its officers, employees and agents shall have the right to enter Premises, the Boat Slip, or the Vessel at any time for the purpose of inspecting the same, making repairs or performing any authorized work. Lessee may be required to deposit a key(s) to Lessee's Vessel with the office of Lessor for use if Lessor needs to make emergency Vessel repairs, inspection or for other emergency purposes.
25. **COMMERCIAL ENTERPRISE:** Lessee will not conduct or allow the Vessel to be used for any commercial enterprise (this includes any type of third-party renting or leasing of the vessel, guide service, dock repair/building, selling boats, etc.) during the existence of this Agreement unless otherwise agreed to in writing by Lessor. In all cases where a commercial enterprise is allowed, West Bay Marina & R.V. Park, LLC must be listed as an additional insured on the Lessee's commercial marine insurance contract with limits of liability no less than \$1,000,000 per occurrence. Additionally, Lessee's insurance carrier must provide waiver of subrogation in favor of West Bay Marina & R.V. Park LLC and provide 30 days' notice prior to cancellation. If Lessee's insurance coverage is cancelled or West Bay Marina & R.V. Park LLC Lessor, 6925 Liberty School Tap Road, Azle, TX 76020 Phone: (817) 444-1622 Email: office@westbaymarinatx.com Page 6 of 10 ~

changed during the term of this Agreement, Lessee must stop all commercial operations, however, this will not void the other terms of this contract.

**26. REMEDIES FOR DEFAULT:**

- a. Lessee agrees that all charges accruing under the terms of this Agreement shall give Lessor an express lien upon Lessee's Vessel and Lessee hereby grants to Lessor a security interest in said Vessel to secure same. The Vessel shall not be removed from the Premises until all charges are fully paid. Lessor is granted the rights to secure such Vessel from removal until all charges are paid in full. The right to secure the Vessel includes its removal from the water. The security interest includes all costs of securing the Vessel.
- b. Lessor reserves the right to remove, and hold said Vessel until all delinquent charges have been paid in full. The Lessee agrees that should the above conditions arise, that the Lessor will in no way be held liable or responsible for any loss, damage, or deterioration of or to said Vessel or Lessee due to said removal and/or storage. The Lessee also agrees to be liable for all costs incurred by Lessor in the removal and/or storage of said Vessel. The Lessee understands that Lessor may be required to give notice to any lien holder with an interest in the Vessel of the delinquency and breach of this Agreement, within ten (10) days of Lessee's delinquency or breach to protect Lessor's lien interest. Lessee grants Lessor permission to do so may be required to protect Lessor's lien interest.
- c. **Lien for Storage of Materials and Labor:** Lessee agrees that Lessor 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 Lessee's Vessel(s), 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 Lessor under this Agreement. Lessee agrees that Lessor may restrain (without breaching the peace) such Vessel(s), fixtures and equipment until such charges are paid in full and no cause of action shall accrue to any person against Lessor, its agents, or employees because of such restraint. Lessee agrees that liens granted to Lessor herein cover rentals, materials, labor, and goods purchased by Lessee pursuant to the terms of this Agreement.
- d. **Other Remedies:** In the event of default by Lessee as described above, West Bay Marina & R.V. Park LLC may, at its option, regard this Agreement as continuing in force and recover from Lessee damages caused by Lessee's default, including without limitations, the right to recover the Monthly Lease Payments due under this Agreement as the same shall accrue and/or terminate Lessee's right to use the Boat Slip. The remedies herein above provided are not exclusive and Lessor may pursue any one or more of such remedies or any other remedies provided by law.
- e. **No Waiver:** The exercise or failure to exercise any remedy provided herein for any breach shall not be deemed as a waiver of Lessor'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 Lessor to exercise any of its rights under this Agreement or Lessor's acceptance of money after any default shall not be considered or construed to waive any right of Lessor or to affect any notice or legal proceedings theretofore given or commenced. Nothing herein shall constitute a waiver of the rights of Lessor to a maritime lien under state law or under the Federal Maritime Lien Act.
- f. **Attorney's Fees:** Lessee agrees to reimburse Lessor for reasonable attorney fees and costs related to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Agreement or any amounts due or secured by the liens described herein.

**27. ASSIGNMENT AND SUBLetting:** This Agreement grants to Lessee a limited personal right, without any possessor interest, to moor the Vessel. Accordingly, Lessee shall have no right or power to transfer or assign this Agreement or to assign or sublet the Boat Slip or any part thereof to any person or party whatsoever or for use by any other vessel whatsoever without the written consent of Lessor, which may be withheld for any reason. 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 the Lessor's written consent. Any attempted transfer shall, at the election of the Lessor, automatically terminate this Agreement. Lessee agrees to notify Lessor in writing of its intention to have the Boat Slip vacant for a period of ten (10) days or more.

28. **OVERHANGS**: No part of the Vessel shall at any time extend over any portion of any dock in the marina without written approval of Lessor. Lessee agrees to defend, indemnify, and hold Lessor harmless for any injury or damage caused by any failure to comply with this condition.

29. **QUIET ENJOYMENT, TRASH, RESTROOMS & DOGS**: Lessee shall not commit or permit any waste upon the Boat Slip, the docks, and/or any other areas on the Premises or any nuisance or other act or thing (I.E., loud music, barking dogs, inappropriate behavior), which may disturb the quiet enjoyment of any other lessee, or person(s) in or about the Premises. Lessee shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by the Lessor. All dogs must be kept on a leash and properly cleaned up after while anywhere on the Premises. Restrooms for the use of slip tenants are located at the ship's store. It is understood that the restrooms in the restaurant are for use only by customers of the restaurant and lessee is responsible for making sure their guest(s) is/are aware of this issue.

30. **DISCHARGE OF WASTE**: No substance or material of any kind, including without limitation, toilets, marine heads, holding tanks, bilges or any other receptacles, shall be discharged, discarded or released in the water of the Harbor or into the environment. If the Vessel is equipped with a toilet, marine head, or any other permanent or temporary receptacle for human body wastes, then the Vessel must be equipped with a holding tank designed to retain all contents deposited in the receptacles, until such time as such contents may be discharged into a sanitary sewer system or discharged otherwise in accordance with law. Lessee agrees to permit Lessor or TRWD to inspect such holding tanks from time to time upon demand. If it is discovered that Lessee discharges waste into the waters of Eagle Mountain Lake, this Agreement shall become void, and Lessee will be reported to the TRWD Police and to the Texas Parks and Wildlife Department.

31. **VESSEL REPAIRS**: Lessee may make such repairs to Lessee's Vessel as Lessee desires, provided, however, hull work or refinishing to that part of the Vessel below the joint of the gunwale and topside shall be performed by qualified repairmen. No painting, refinishing, or mechanical work may be done at the Boat Slip or anywhere else on the Premises without prior written consent of the Lessor. No work may be conducted on any vessel between the hours of 7:00pm and 8:00am, or on Saturdays or Sundays without Lessor approval.

32. **VESSEL SALES**: A Lessee in good standing has the right to sell his/her Vessel, if desired, in his/her current paid up Boat Slip. However, no slip shall be used solely for the purpose of selling vessels without prior written agreement with Lessor. Lessor reserves the right to remove any signs or limit access to any vessel and/or slip if, in Lessor's opinion, the slip is being used as a place to sell vessels without prior written permission.

33. **RULES AND REGULATIONS**: Lessee agrees to use the Boat Slip and the Premises in accordance with the Lessor's HARBOR RULES AND REGULATIONS, other West Bay Marina & RV Park rules and regulations, conditions of use policy, and all other applicable laws, rules, and regulations. Lessor reserves the right to modify or amend its HARBOR RULES AND REGULATIONS, conditions of use policy, and/or RV Park rules and regulations from time to time and Lessee agrees to comply with all modified and amended rules and regulations of the Premises. Lessee further agrees to comply with all laws, ordinances, rules, regulations, and orders of any government authority with respect to the Boat Slip, the Marina and/or the Premises. Should any fine or claim be asserted against Lessee and/or Lessor due to any failure, act or status of Lessee or its licensees, guests, or contractors to comply with the provisions of this paragraph, Lessee shall be solely responsible therefore, including payment of any legal fees, and shall pay same within five (5) days following demand. It is further understood that the Lessor can/will furnish the TRWD with the names and phone numbers of slip tenants. Lessee understands that he/she may not invite, harbor, or hide persons on their boat or boat dock area that have been banned from the marina premises by management or have a criminal trespass in force for the premises owned by the marina. If lessee violates this provision then lessee's lease can be cancelled immediately.

34. **LESSOR RESERVES THE RIGHT TO REPAIR, RECONFIGURE OR CHANGE DOCK AND SLIP ARRANGEMENT AT ANY TIME**: Lessor reserves the right to repair, reconfigure and/or change dock and slip arrangements at any time in which case Lessee's Vessel may be moved to an alternative slip and/or Lessee's Vessel may be moored in an alternative slip.

35. **NO REAL PROPERTY RIGHTS**: Lessee acknowledges that neither this Agreement, nor any improvements made to the Premises by Lessee shall convey or grant any real property rights to Lessee, and that all improvements made to the Premises shall be deemed to be property of the Lessor, if Lessor elects to retain or dispose of such property in Lessor's sole discretion upon termination of this agreement.

36. **NO WAIVER**: The exercise or failure to exercise any right and/or remedy provided herein for any breach shall not be deemed as a waiver of Lessor's rights to retain that or any other right and/or remedy specified above for any other breach of the same or any other

West Bay Marina & R.V. Park LLC Lessor, 6925 Liberty School Tap Road, Azle, TX 76020 Phone: (817) 444-1622 Email: office@westbaymarinatx.com Page 8 of 10 ~

provision of this Agreement. Failure by Lessor to exercise any of its rights or to affect any notice or legal proceedings shall not constitute a waiver of Lessor's rights.

37. **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. This Agreement shall be interpreted and construed under Texas law. Venue for any dispute will be Tarrant County, Texas. The Parties agree to mediate any dispute prior to filing legal action. The Parties agree this Agreement shall be interpreted as jointly drafted. If any provisions hereof shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

38. **LAUNCH RAMP:** This agreement allows for the launching of the Vessel described in this lease. Should Lessee bring other vessels to the Premises to launch, it is to be understood that Lessee will pay to launch those vessels. Annual launch passes for a Lessee with an initial 12-month lease period will be sold to Lessee at a 50% discount off the then current published price.

39. **ADDITIONAL VESSELS:** This Agreement is for the Boat Slip and vessel noted on page one and two. If Lessee brings other vessels, ie. Jet skis, ski boats etc. to the Premises, such other vessels must be moored inside the confines of the Lessee's Boat Slip and having additional vessels in the slip cannot cause vessel(s) to extend out of slip. At no time will Lessee dock additional vessels at the ends of a dock, in vacant slips, or at the courtesy dock or instruct anyone else to do so.

40. **AGREED UPON CHANGES TO THIS LEASE (IF NONE...STATE NONE)**

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IN WITNESS WHEREOF the parties hereto have executed this lease Agreement effective as of [REDACTED]

**LESSEE:**

**FOR West Bay Marina & R.V. Park, LLC:**

[REDACTED]

Signature

Date

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

Please Print Name

[REDACTED]

Please Print Name

**AUTOMATIC MONTHLY PAYMENTS**

**Credit Card Info:** This part of the contract will be shredded once the information has been entered into an encrypted data base. All credit card payments will incur a 3% surcharge. All card payments will incur a 3% surcharge if they are 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 ATTACHED AUTHORIZATION FROM**

**COPY OF ID:** \_\_\_\_\_