



LICENSE FOR DOCKING SPACE

STATE OF TEXAS
COUNTY OF Wise

This license agreement is made and entered into this _____ day of _____, 200__, at Wise County, Texas by and between North Side Marina, LLC, being the “Lessor: and hereinafter also called the “Marina,” and _____ whose address is _____, and the craft described below who are jointly referred to hereinafter as the “Lessee.”

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, docking space for a boat named _____ with a TX# _____, Manufacturer _____, hull # _____, Outboard Manufacturer _____, Outboard ID# _____, hereinafter referred to as the “Craft” for the term of _____ to _____ beginning _____, 200__, at the rental of \$_____ per _____. The lien holder on the craft is _____ whose address is _____.

2. Type of Lease:

_____ Yearly Lease – Paid annually at rate of _____ (plus sales tax) paid as follows. Paid in full by _____

_____ Yearly Lease --Payment of 3 installments _____ (plus sales tax) is due at lease signing. Monthly installments of _____ (plus sales tax,) are due by 1st of each month for 9 additional months. If all payments are made in a timely manner, no installments will be due last 2 months of contract.

_____ Monthly Lease: This lease shall be for a one month period commencing on the first day of the month and terminating on the last day of the month. Payment is due monthly in advance at the current rate as advertised by Marina for all slips of this size & type. At the date of signing this rate is \$_____ per month. Lessee will be notified in writing at least thirty (30) days in advance of any rate change. This lease will continue to renew automatically for consecutive one (1) month periods after termination date unless terminated in writing by Marina or Lessee at least seven (7) days prior to expiration date. If first month of lease is partial, rate will be prorated and is due at signing.

Payments may be made by cash, check or credit card. Marina reserves the right to terminate any lease at any time upon Lessee's failure to comply with rules and regulations of the Marina.

3. It is specifically agreed that this lease covers the right to tie said Craft at the Marina, but does not grant the Lessee the right to any specific slip. The Marina shall designate which slip is to be used by lessee, and the Marina may change the slip to be used at any time.
4. Notice must be given at the office of the Marina, prior to removal of said Craft from the water. In the event that said Craft ownership changes, the Marina must be notified on the day of said change of ownership and the new owner must (unless written waiver is given by the Marina) sign a new moorage agreement FOR NOT LESS THAN THE EXISTING SLIP TERM.
5. **LESSEE AGREES THAT ALL CHARGES ACCRUING UNDER THE TERMS OF THIS CONTRACT SHALL GIVE LESSOR AN EXPRESS LIEN UPON LESSEE’S CRAFT AND LESSEE HEREBY GRANTS TO LESSOR A SECURITY INTEREST IN SAID CRAFT TO SECURE SAME. NO CRAFT SHALL BE REMOVED FROM THE MARINA UNTIL ALL CHARGES ARE FULLY PAID. MARINA IS GRANTED THE RIGHT TO SECURE SUCH CRAFT FROM REMOVAL UNTIL ALL CHARGES ARE PAID IN FULL. THE RIGHT TO SECURE THE CRAFT INCLUDES ITS REMOVAL FROM THE WATER. THIS SECURITY INTEREST INCLUDES ALL COSTS OF SECURING THE CRAFT.**

The Marina reserves the right to remove and hold said Craft until all delinquent charges have been paid in full. The lessee agrees that should the above condition arise, that the Marina will in no way be held liable or responsible for any loss, damage or deterioration of or to said Craft or Lessee due to said removal and/or storage. The Lessee also agrees to be liable for all costs incurred by the Marina in the removal and/or storage of said Craft. The Lessee 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 10 days of Lessee's delinquency/breach in order to protect Marina's Lien interests. Lessee grants Marina permission to do so as may be required to protect Marina's lien interests.

6. The Lessee agrees to pay attorney's fee and other costs incurred by the Marina for the collection of any unpaid account due said Marina by the Lessee including but not limited to impoundment fees, storage fees, environmental clean up fees and transport fees.
7. The Marina reserves the right to terminate this moorage agreement without cause and without prior notice to the owner of said Craft and the right to remove said Craft from its moorage and from the premises owned or leased by said Lessee. The owner of said Craft agrees that the Marina has the right to the above action and will in no way be held liable or responsible for any damage or loss to said Craft or its contents due to the above action and removing of said Craft from said premises other than for the refunding of prepaid rent.
8. Lessee shall have no right to sublease, assign, or otherwise transfer this lease or any interest he or she has in said lease. Lessee will notify Lessor of any extended slip vacancy (one week or more), and Lessee hereby grants permission to the Marina to use the slip during the said vacancy.
9. Lessee shall be entitled to reasonable use of the parking lot facilities belonging to the Marina. Lessee may use limited electricity and water, furnished by the marina, for the use in connection with Lessee's boat. The Marina reserves the right to set the limits on such use and charge for any usage in excess of such limits, or to require Lessee to be separately metered. Marina makes no warranty that electricity/water will be available at any or all times. Marina agrees to charge Lessee for electricity usage in accordance with Texas Law.
10. Admittance to the Marina is restricted to the Marina's customers and their guests only.
11. Lessee agrees to and shall indemnify and hold harmless Lessor, its officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of Lessee or Lessee's guest or invitee, or for damages to any property of Lessee or Lessee's guest or invitees arising out of or in connection with obligations of Lessor under this contract, where such injuries, death or damages are caused by Lessor's sole negligence or the joint negligence of Lessor and any other person or entity.
Lessee further agrees to and shall indemnify and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind related to environmental damage caused by discharge, whether voluntary or accidental, of hazardous materials from Lessee's boat.
12. Lessor shall not be liable for damage to Lessee's boat while it is moored in the Marina, including damage arising from conditions of nature and acts of third persons. Lessee hereby certifies that he has acquired insurance naming Marina as additional insured, and will keep such in force for at least the term of this lease, insuring his property, and person and those of his agents and guest for harm due to injuries or damages which may be received at the Marina. Lessee releases Marina from any subrogation rights against Marina set forth in that policy of insurance.
13. Lessee shall be responsible for the proper mooring or fastening of his Craft, and the Marina shall bear no responsibility for such.
14. Lessee agrees to store dinghies and all other personal property aboard his Craft and not on walkways or in harbor. Lessee will place all trash in the receptacles provided for that purposes and will keep walkways clear from obstruction caused by Lessee's property. Fish will be cleaned only at the fish cleaning facility provided.\
15. Lessee and Lessee's guest shall follow the rules of safe boating within the Marina and shall operate boats so as not to create any disturbing wake. Lessee agrees to abide by all state and federal requirements related to maintaining clean waters and safe boating.
16. Lessee understands that the Marina is a commercial endeavor of Lessor and, therefore, Lessee hereby agrees to refrain from any commercial action competitive with interest of Lessor on the Marina premises. Lessee will not operate boat rental or charter parties or any commercial endeavor from the Marina.
17. Lessee may not personally perform repair or maintenance on the Craft while the Craft is moored within the Marina. Any repair or maintenance performed by Lessee must be performed outside the Marina premises. Major repair or maintenance to the Craft within the Lessor's Boat Service Yard shall be performed only by Lessor's personnel unless written permission is obtained from the Lessor. The Lessor will require at a minimum that any outside mechanic, craftsman or any other person performing any work on Lessee's craft while in or on the premises of Lessor, first provide Lessor with a prepaid standard certificate of workman's compensation and liability insurance listing Lessor as an additional named insured.
18. All Lease payments are due on the first day of each month and become past due on the tenth day of the month. Lessee agrees to pay in addition to the agreed rent, a late charge of \$25.00 for each month in which rent is not paid before the tenth of the month. If slip rent becomes over 45 days in arrears, Lessor shall have additional options of terminating Lessee's lease and of removing Lessee's Craft from its slip and securing it at the temporary wharf, where it shall incur dockage or storage fees of \$10.00 per day, which Lessee agrees to pay in addition to any other charges and rights set out in this contract.

19. This agreement shall be construed under and in accordance with the State of Texas. All obligation of the parties created in this agreement are performable only in Wise County, Texas, and it's agreed that venue shall only be in such County. This written contract is the sole and only agreement in effect between the parties and no other representation or warranty has been made by either party that is not contained in this agreement. This agreement may only be amended in writing with the signatures of each party on such amendment.
20. Lessee agrees that any notice to be given by Lessor may be given by mailing the notice to him at the address below, and Lessee agrees to notify Lessor promptly of any new mailing address.
21. Lessee shall provide Lessor with a set of main door or hatch and ignition keys. The vessel will be entered by Lessor only for required water authority inspection or for emergency service. Lessor shall not be obligated to render emergency service to Lessee's vessel but if in the sole opinion of Lessor, Lessee's vessel poses a danger to Lessor's property or other tenants, Lessor shall be authorized to perform the necessary work to remove the threat of danger caused by the vessel, including but not limited to its removal from the water and Lessee agrees to pay Lessor's usual and customary fees for such work.
22. Lessee agrees that at the end of this lease, if a renewal lease is not executed and the Craft is not removed from the Marina, this lease agreement shall at the sole option of the Marina, continue as a month to month lease at a rental rate of one and one half times the monthly rental rate set forth in this ease or accrue the daily charge set forth in paragraph 18 above.
23. **Additional Rules and Regulations:** By signing a copy of this Agreement, Owner acknowledges receipt of a copy of Marina's Rules and Regulations as are in effect at the time of execution of this Agreement. Owner further agrees to abide by all of said rules and regulations and to insist that all guests do the same.
24. **Entire Agreement:** This Agreement, together with the Rules and Regulations, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This lease may be modified or amended in writing if signed by the party obligated under the amendment. Marina does not make any warranties or representations hereunder other than those expressly set out herein and Marina's obligation to Lessee shall be limited to the actions expressly assumed in this Agreement

In consideration of the covenants and conditions set out herein, the parties agree as follows:

Marina hereby leases to Lessee, and Lessee agrees to lease from Marina, that portion of the Marina's piers known to Marina as Slip # _____, located on Dock _____, on the Marina's property AT: 180 Private Road 1735, Chico, Texas 76431.

.IN WITNESS WHEREOF, the undersigned Lessor and Lessee execute this agreement as of the day and year above written.

Lessor – Northside Marina, LLC
180 Private Road 1735
Chico, Texas 76431

Lessor _____ Date _____

LESSEE Date _____

Owner/Lessee Information:

Lessee: _____ **Home Phone:** _____

Email Address: _____

Street Address: _____

City/State/Zip: _____ **Work/Cell Phone:** _____

Owner's Name (if not Lessee) _____

Mailing Address (if different): _____

Other Authorized Users of Boat: _____

Emergency Contact: _____ **Phone** _____

Insurance Company: _____ **Policy Number** _____

Please attach copy of insurance policy stating liability coverage of at least \$100,000, effective date of coverage, renewal date and naming Northside Marina, LLC as an additional insured on the policy.