

SHORT TERM BOAT SLIP LEASE

This lease agreement is made and entered into this the _____ day of _____, 20___, (the "Effective Date") by and between **GALVESTON YACHT CLUB, INC.**, a Texas corporation, the "Lessor", and _____ "Lessee."

1. **Description of Lease Space and Vessel.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, docking space for a vessel named _____ with a **documentation number or TX number** _____, Manufacturer _____, Hull Number _____, hereinafter referred to as the "Vessel" for a term of _____, **beginning** _____, 20___. The space leased to Lessee is designated as **Slip Number** _____. The property leased to Lessee is hereinafter referred to as the "Leased Premises."

2. **Rentals.** Lessor agrees to pay, on a monthly basis without demand, rental of **\$1.50/foot** per day to Lessor at Lessor's address set out in this lease, or at such other place at Galveston County, Texas, which Lessor may designate in writing from time to time. In the event Lessee holds over and retains possession of the Leased Premises without Lessor's written permission after the termination of this lease, Lessee agrees to pay one hundred fifty percent (150%) of the above-described rentals to Lessor on a monthly basis without demand. All rentals are due and payable on or before 10 a.m. of each day during the term of this lease, and there is no grace period for late payment. A late charge of \$25.00 will be imposed for each day for which rent is not paid by 10 a.m.

3. **Security Deposit.** A security deposit of \$ -0- has been paid by Lessee in advance, and Lessor acknowledges receipt of this amount. Lessor may, with or without notice to Lessee, apply the security deposit to any obligations of Lessee under this lease that have not been discharged on a timely basis by Lessee. The security deposit, minus amounts applied by Lessor to discharge Lessee's obligations hereunder, will be refunded to Lessee within thirty (30) days after the expiration of this lease or within thirty (30) days after Lessee provides Lessor in writing with a current address, whichever is later. (Lessee may not apply the security deposit to any rents accruing under this lease without prior written authorization from the business office.)

4. **Nature of Lease.** It is expressly agreed by Lessor and Lessee that this lease is for rental of boat slip space only, and is not a bailment agreement.

5. **Lien in Favor of Lessor.** **LESSEE AGREES THAT ALL CHARGES ACCRUING UNDER THE TERMS OF THIS LEASE, ALONG WITH ANY OTHER SUMS OWED LESSOR (INCLUDING WITHOUT LIMITATION YACHT CLUB CHARGES), GIVE LESSOR AN EXPRESS LIEN UPON LESSEE'S VESSEL AND LESSEE HEREBY GRANTS TO LESSOR A SECURITY INTEREST IN SAID VESSEL, ITS CONTENTS, TACKLE, APPURTENANCES, AND ALL OTHER PERSONAL PROPERTY OF LESSEE PLACED WITHIN THE LEASED PREMISES TO SECURE SUCH CHARGES. NO VESSEL SHALL BE REMOVED FROM THE YACHT BASIN UNTIL ALL CHARGES ARE FULLY PAID. LESSOR IS GRANTED THE RIGHT TO SECURE THE VESSEL FROM REMOVAL UNTIL ALL CHARGES ARE PAID IN FULL.**

6. **Use of Parking Areas.** Lessee is entitled to reasonable use of the parking lot facilities belonging to Lessor and adjacent to the Leased Premises. However, Lessee may not store trailers, vehicles or other personal property on a long-term basis in parking areas.

7. **Compliance with Environmental Regulations and Laws.** Lessee agrees to comply with all environmental statutes, ordinances, regulations and other laws in the storage and maintenance of the Vessel and in Lessee's use of the Leased Premises. Lessee will deposit oil, grease, oil filters and other petroleum waste only in proper receptacles designated for such items, not in dumpsters or other general waste receptacles.

8. **Indemnity Agreement and Responsibility for Damages and Losses.** IT IS AGREED THAT LESSOR HAS NO RESPONSIBILITY FOR THEFT OR DAMAGE TO LESSEE'S VESSEL, TRAILER CONTENTS, TACKLE OR APPURTENANCES OR ANY OTHER OF LESSEE'S PROPERTY STORED IN OR ABOUT THE LEASED PREMISES, INCLUDING THEFT OR DAMAGE ARISING FROM THE ACTS OF THIRD PERSONS. LESSEE AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LESSOR) AND HOLD HARMLESS LESSOR, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, ATTORNEY'S FEES OR PAYMENTS OF EVERY KIND ARISING FROM OR RELATED TO LESSEE'S PRESENCE OR THE PRESENCE OF LESSEE'S GUESTS OR CONTRACTORS AT THE GALVESTON YACHT BASIN, OR THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE OR LESSEE'S GUESTS OR CONTRACTORS, INCLUDING WITHOUT LIMITATION, SPILLS OR DISCHARGES OF HARMFUL OR HAZARDOUS SUBSTANCES, OR ENVIRONMENTAL POLLUTANTS, REGARDLESS OF WHETHER SUCH CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, ATTORNEY'S FEES OR PAYMENTS ARE CAUSED IN WHOLE OR IN PART BY LESSOR'S OWN NEGLIGENCE, VIOLATIONS OF LAW OR STATUTES, BREACHES OF WARRANTY OR INTENTIONAL CONDUCT. LESSOR IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE BECAUSE OF A POWER SURGE OR POWER FAILURE.

9. **Insurance.** Lessee agrees to maintain during the term of this lease and during any period that Lessee may hold over after the expiration of this lease (i) General Liability (Protection & Indemnity) coverage with limits of liability of at least \$300,000 per occurrence, and (ii) all-risk hazard insurance (boats) or hull insurance (yachts) in an amount equal to the vessel's value. Lessee agrees to name Lessor as an unrestricted and unconditional additional insured on all liability policies, and to provide Lessor with a current Certificate of Insurance. Before any outside mechanic, craftsman or any other person is allowed to perform work on Lessee's Vessel while at the Galveston Yacht Basin, Lessee agrees to first inform such person to register with the marina office and to provide Lessor with a standard certificate of workmen's compensation insurance (including Longshore and Harbor Worker's coverage) and liability insurance listing Lessor as an unrestricted and unconditional additional insured with minimum limits of liability of at least \$1,000,000 per occurrence. All liability policies required by this lease must also contain a waiver of subrogation in favor of Lessor. **Failure to provide proof of insurance on the terms set out herein may result in immediate termination of this lease.**

10. **Maintenance of Leased Premises.** Lessee agrees to store dinghies and all other personal property aboard the Vessel or in a locker, and not on piers or in the water. Lessee agrees to place all trash in the receptacles provided for that purpose and to keep piers clear from obstruction. Lessee agrees to clean fish only at the fish cleaning facility provided and to restrict fishing to Lessee's slip or as permitted by Management.

11. **Rules and Regulations.** Lessee agrees to follow the rules of safe boating within The Yacht Basin and agrees to operate the Vessel so as not to create a disturbing wake. Lessee agrees to comply with all Rules and Regulations as described in Exhibit A attached to this lease. Exhibit A and any amendments thereto are hereby incorporated for all purposes into this agreement. Lessee will ensure that guests follow

such rules and regulations as described in Exhibit A attached, as well as any new or revised written regulations published from time to time by Lessor to ensure the safety and convenience of all patrons.

12. **Change in Ownership of Vessel.** In the event that the ownership of the Vessel is changed, Lessee agrees to notify Lessor in writing immediately. Reassignment of the Vessel to a slip within The Yacht Basin will be based on availability.

13. **Termination of Lease.** Lessor reserves the right to terminate this lease with or without cause at any time. Lessee agrees to remove the Vessel and all of Lessee's personal property from the Leased Premises no later than ten (10) days after Lessor has given written notice of termination as provided by Paragraph 19 of this lease.

14. **Abandonment.** Upon termination of the lease, Lessee must immediately remove the Vessel from the premises. If the Vessel is not removed within ten (10) days after termination of the lease, Lessor may determine the Vessel has been abandoned. Upon abandonment of the Vessel, Lessor has the right to remove the Vessel from the slip, move the Vessel to another location, or to remove the Vessel from the water. Lessor has the option to report the Vessel as abandoned to any law enforcement agency of its choosing. Lessee is responsible for all costs of removing the Vessel, all storage fees incurred, any additional costs, and all attorneys fees involved.

15. **No Assignment.** Lessee shall have no right to sublease, assign or otherwise transfer this lease or any interest of Lessee in the lease.

16. **Extended Vacancy.** Lessee agrees to give prior written notice to Lessor if the Vessel will leave the Leased Premises for one week or more.

17. **No Competition.** Lessee agrees to refrain within the confines of The Yacht Basin from any commercial activities that might be considered competitive with any activities of Lessor, its agents, employees or lessees, including without limitation the sale of prepared food, tackle, bait, ice, vessel repair services or parts.

18. **Applicable Law.** This agreement is to be construed under and in accordance with laws of the State of Texas. All obligations of the parties created in this agreement are performable in Galveston County, Texas. This written agreement is the sole and only agreement in effect between the parties and no other representations or warranties have been made by other parties that are not contained in this agreement. This agreement may be amended only by a written instrument signed by each party.

19. **Notice.** Each party agrees that any notices to be given to the other under this agreement may be given by mailing the notice, postage prepaid, by regular mail or by certified mail, return receipt requested, to the other party at the address shown below. Notice will be considered to have been given at the time the notice is deposited, postage prepaid, in a proper United States Postal Service receptacle.

LESSOR:

Galveston Yacht Club, Inc.
c/o Galveston Yacht Basin
715 North Holiday Drive
Galveston, Texas 77550

By: _____

Its: _____ (Title)

Date: _____

LESSEE:

Signature

Date: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

Mailing Address: _____

EXHIBIT A

RULES & REGULATIONS

1. Boats shall not proceed at a speed that causes a wake within the Marina.
2. You are responsible for any damage to other boats, slips or docks caused by you, your guests or invitees.
3. No major mechanical repairs or maintenance work shall be performed on your boat in the slip.
4. Household garbage must be bagged and disposed of properly in the trash containers provided at the head of each pier. Discarded boat materials must be placed in trash containers and not left on docks.
5. Used oil, oil filters, fuel filters, oil cans and other contaminants must be disposed of properly at the oil-recycling center located at the head of C dock. Fuel and oil barrels may not be left on the dock, or outside of the oil disposal house.
6. The Marina office must approve in writing any signage to be placed on boats or dock lockers before installation. For sale signs by owner or broker will not be allowed on lockers.
7. No swimming or diving is permitted in the Marina.
8. State Laws pertaining to the wearing of life jackets must be complied with. It is also recommended that all children under 13 years of age wear life jackets while on docks and fishing as well as be supervised at all times.
9. Vehicles and trailers parked in unauthorized areas, handicapped parking and/or driveways will be removed without notice and owner/operator will be responsible for charges.
10. Absolutely no refueling of boats or fuel transfers in your slip and no storage of any type of fuel in your locker or on docks. Any fuel spills must be reported to the U.S. Coast Guard, NRS at 1-800-424-8802 and General Land Office at 1-800-832-8224
11. Smoking is prohibited in the restrooms and at the fuel dock.
12. Piers and walkways must be kept clear so as not to interfere with others. When your slip is unattended, nothing whatsoever should remain on docks or piers.
13. You or your guests, employees or agents must not engage in any activity that would interfere with the peaceful enjoyment of other tenants in the Marina.
14. You may not use or permit any portion of the Leased Premises to be used for any purpose that is unlawful or deemed to be hazardous.
15. Any use of the leased premises that could cause an increase in the cost of Lessor's insurance policies is prohibited.
16. Fishing is permitted in your own slip or boat only. You must keep your area clean and any guest must be accompanied by you.

17. All Maritime laws of the U.S. Coast Guard and The Texas Parks and Wildlife, including fishing regulations, must be complied with within the Marina.
18. No BBQ pits or open flames area allowed on the piers or docks. Stationary BBQ pit and concrete deck area are located between piers A & B.
19. Any tenant who wishes to live aboard his vessel must notify the Marina management and is subject to an additional fee beyond the basic slip rental. This privilege is at the absolute discretion of the Marina management and may be cancelled with or without cause with a 30 day written notice.
20. Tenants who engage in charter fishing or other for-hire activities must abide by all government rules and regulations covering such enterprises. The use of the Leased Premises in such a manner that disrupts the enjoyment of other tenants may result in revocation of your privilege to operate such business from the premises.
21. Dock carts are provided for all of our tenants. Please keep the carts clean and return them to their storage location when finished. Any other unauthorized cart left unattended is subject to removal and disposal by the Marina.
22. Golf carts should be parked in the spaces provided. When unattended, they should be electronically disabled or manually cabled. They must be numbered with your slip number for identification. Carts left on flats or in poor condition will be disposed of. It is your responsibility to ensure that anyone using your golf cart is qualified to do so.
23. Repairs to cars, trucks, golf carts, motorcycles or any other vehicle type are prohibited on the Marina property.
24. All fish carcasses must be disposed of outside, through the gate on the E-dock wall into the water. A hose is available to clean your cart and your cooperation is appreciated in keeping the dock clean. Fish cleaning will not be permitted that interferes with the passage of golf carts or pedestrians on the main pier area.
25. Satellite dishes may only be installed at tenants rented slip. Dishes attached to other tenant's property will be removed and disposed of without notice.
26. Lessor reserves the right to "lock down" the Marina in preparation for anticipated storm landfall and Lessee understands that access to the Marina may be denied once Lessor determines, in its sole discretion, that conditions are no longer safe for entry of any given Lessee for purposes of removing a vessel or other purposes.
27. Lessee agrees that he will not undertake any construction of any type for any reason on Lessor's property. Any modifications will be made by Lessor at its sole discretion. No loud noise producing equipment, other than engine and generator will be allowed between the hours of 6 p.m. – 8 am. Monday thru Thursday and none whatsoever Friday, Saturday and Sunday.
28. No landscaping or plants allowed on docks or finger piers.
29. Only one locker is allowed per slip. Lockers or fish cleaning tables are available through the rental office. No other container or storage receptacle is allowed on the dock or finger pier and will be removed without notice.