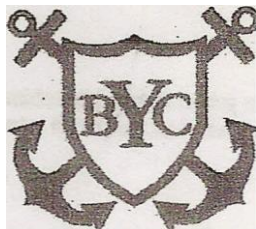


# BEAUMONT YACHT



## CLUB LEASE FOR SPACE

This lease agreement is made and entered into this 1st day Jan, 2\_\_\_\_, by and between BEAUMONT YACHT CLUB, INC., A Texas Corporation, the "Lessor", and "Lessee" and expires on the 31st day of December, 2\_\_\_\_.

**NOTICE: FAILURE TO EXECUTE AND RETURN THIS LEASE AGREEMENT BY THE ABOVE LISTED DATE WILL RESULT IN YOUR CLASSIFICATION AS A TRANSIENT TENANT, AT A RATE OF \$1.50/BOAT FOOT PER DAY.**

1. LESSOR hereby leases to LESSEE space for the following property under the designated terms herein:

| Monthly Amounts to be Paid by Lessee:   | One-Year Lease    | PRICE |
|---|-------------------|-------|
| _____ A. Wet Storage Slip No. _____   |                   | _____ |
| Vessel Name _____<br>Vessel TX or Documentation number _____<br>Vessel Hull number _____<br>Vessel Length _____ ft. |                   |       |
| _____ B. Dry Storage      D-_____   |                   | _____ |
| Vessel TX number _____      Make _____<br>Vessel Hull number _____<br>Vessel Length _____ ft.                       |                   |       |
| _____ C. Boat in wet/trailer parked in field  |                   | _____ |
| Vessel TX number _____<br>Trailer License Plate number _____  |                   |       |
| _____ D. Boat on Trailer-Parked in field      Make _____  |                   | _____ |
| Vessel TX number _____<br>Trailer License Plate number _____  |                   |       |
| _____ E. Live Aboard Fee  | \$ _____ per/year |       |
| Dock O-14 thru W-64   |                   |       |

**Total fees due by the 15th of each month.** \_\_\_\_\_

SHOULD LESSEE TERMINATE THIS LEASE BEFORE ITS EXPIRATION DATE AND THE ONE-YEAR LEASE AMOUNT HAS BEEN SELECTED, LESSOR WILL ADJUST THE RENTS TO REFLECT A MONTH-TO-MONTH RATE OR ENFORCE, THE ONE YEAR LEASE AT LESSOR OPTION. Lessee agrees that payments will be made to Lessor's address set out in this lease, or at such other place at Jefferson County, Texas, which Lessor may designate in writing from time to time. All rentals are due and payable on or before the first day of each month during the term of this lease, and there is no grace period for late payment. A late charge of 10% will be imposed for each month in which rent is not paid by the 15th of the month in which it is due.

**2. Nature of Lease.** It is expressly agreed by Lessor and Lessee that this lease is for rental of a boat slip only.

**3. Other Charges.** Lessee agrees to pay on a timely basis all charges for electricity, water or other utilities or services furnished to the Leased Premises, regardless of whether such utilities or services are separately metered. In the event such utilities or services are not separately metered, Lessee agrees to pay its pro-rated share of such services furnished to all un-metered docking spaces.

**4. Lien in Favor of Lessor.** LESSEE AGREES THAT ALL CHARGES ACCRUING UNDER THE TERMS OF THIS LEASE, ALONG WITH ANY OTHER SUMS OWED LESSOR, 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, WHICH MAY REQUIRE REMOVAL OF THE VESSEL FROM ITS DESIGNATED AREA. IN SUCH EVENT, LESSEE AGREES TO PAY ANY ADDITIONAL FEES ASSOCIATED WITH REMOVAL AND STORAGE OF VESSEL, IN OR OUT OF THE WATER.

**5. 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, BOATS OR OTHER PERSONAL PROPERTY IN PARKING AREAS. Vehicles in dilapidated condition, expired license, safety sticker, flat tires, etc, will be removed at the owner's expense.

**6. Compliance with Environmental Regulations and Laws.** Lessee agrees to comply with EPA regulations against the overboard discharge of marine toilets and all other 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. All petroleum waste must be deposited in the Oil Recycling Center, located at the end of **Dry Stall 71** No buckets are to be left around oil recycling center.

**7. 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 USE OR OCCUPANCY OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION, SPILLS OR DISCHARGES OF HARMFUL OR HAZARDOUS SUBSTANCES, 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. LESSOR IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE BECAUSE OF A POWER SURGE OR POWER FAILURE.

**8. 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 GENERAL LIABILITY INSURANCE COVERAGE with limits of liability of at least \$300,000 wet storage per occurrence and \$100,000 per occurrence dry storage. Lessee agrees to name LESSOR as an ADDITIONAL INSURED on the liability portion of such policy and to provide Lessor with a current Certificate of Insurance. Failure to provide proof of insurance or name Lessor as additional insured will result in a \$50 per month charge and possible cancellation of lease, at sole discretion of Lessor. Before any outside mechanic, craftsman or any other person is allowed to perform work on Lessee's Vessel while in the Marina, Lessee agrees to first inform such person to register with the marina office and provide Lessor with a standard certificate of workmen's compensation and liability insurance listing Lessor as an additional insured with minimum limits of liability of \$1,000,000 per occurrence.

**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 restrict fishing to Lessee's slip or areas permitted by Management.

**11. Rules and Regulations.** Lessee agrees to follow the rules of safe boating within the Marina 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 Marina or Dry Storage will be at the sole discretion of the Marina management.

**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 and any property stored in locker or on pier from the slip to another location, and 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 and all 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. Lessee will not be permitted to lease more than 1 wet stall without the approval of the Board of Governors.

**16. Extended Vacancy.** Lessee agrees to not use their stall for a vessel other than their own. Lessee may allow another Lessee the use of their stall for a period not to exceed 10 days per year.

**17. No Competition.** Lessee agrees to refrain within the confines of the Marina 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 or bulk fuel delivery in marina.

**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 Jefferson 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.

**20. Transfer of Space.** Any change of dock location during the term of this lease, will require written approval of Lessor by transfer Addendum. A \$25 administration fee will be charged for such transfer.

**21. Slips with Boat Lifts.** Lessee agrees to pay all costs associated with boat lift. Lessor shall not be responsible for any repairs to boat lift. Lessee agrees to have BYC approved service inspect and repair lift prior to Lessee's use. Lessee agrees to have BYC approved lift repair service inspect the lift on an annual basis and repair as needed. Lessee agrees to not overload lift above its rated capacity as calculated. Lessee understands no persons are allowed in their vessel until all weight is off lift and vessel is in water. Lessee agrees to make all guest contractors or any person using lift aware of dangers including serious injury or death. All people should be out of boat and off pier area while lift is in use.

LESSOR:

Beaumont Yacht Club, Inc.  
560 Marina Drive  
Beaumont, Texas 77703  
409-832-1456

By:

Its: \_\_\_\_\_ (Title)

LESSEE:

Signature \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cellular Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_