

Lakeview Marina

This is a binding agreement for a minimum of 12 months and for future 12 month renewals....read carefully before signing!

Boathouse: _____ Slip # _____ Lease Begins _____ Ends _____

Monthly Slip rate _____ +Trailer Charge (if applicable): _____ =Total Monthly _____

Electric Meter Reading as of _____ if applicable.

PAYMENT TERMS

(all leases will be pro-rata adjusted for the first partial month....and will end 12 months after the 1st of the month following the date of this lease)

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 **ONLY: Monthly payment \$ _____**

AUTOMATIC MONTHLY LEASE PAYMENTS/HANDLING FEE: Monthly Lease Payments are collected electronically via Credit Card, Debit Card or ACH: Lessee's Monthly Lease Payment and/or **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 Tan 1 On, Inc. dba Lakeview Marina 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**

OR

Annually: A 5% discount applies for paying annually. Monthly rate _____ X 12 X .95 = \$ _____

If the slip is sub-metered for electricity usage lessee must have debit or credit card on file so that the electrical use can be billed monthly.

TENANT INFO

Name: _____

DL#: _____ DOB: _____

BILLING/MAILING ADDRESS

Street: _____

City: _____ State: _____ Zip: _____

CONTACT INFO

Mobile: _____

E-Mail _____

Spouse's mobile: (if applicable) _____

CONTACT IN CASE OF EMERGENCY

Name: _____ Relation: _____ Mobile: _____

BOAT DESCRIPTION

Manufacturer/Model: _____ Length: _____ Color: _____

Boat Name: _____ TX#: _____

TRAILER INFO (if leaving on premise) 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 tenant property, Lakeview is not responsible for stolen or damaged trailers.

_____ No, I will not leave a trailer on premise, but understand that there is a charge if one is left on the marina premises.

INSURANCE INFORMATION

Insurance Carrier: _____ Agents name: _____

This Slip Lease and Service Agreement (the "Agreement") is entered into between Tan 1 On, Inc. d/b/a/ LAKEVIEW MARINA, 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:

1. **LEASED PREMISES:** Marina hereby rents and leases unto Tenant, and Tenant hereby leases and accepts from Marina, Boat Slip(s) as follows: hereinafter called "Premises" or "Slips". In the event Tenant acquires additional slips in the harbor or changes slips, all the provisions in this agreement shall apply to the additional or replacement slips. The Premises are leased to Tenant for the purpose of private storage of Tenant's vessel and Tenant covenants and agrees to comply with the harbor rules of LAKEVIEW MARINA, the directives of the Tarrant Regional Water District and all other applicable laws, rules and regulations.
2. **RENTAL:** The total monthly rental rate subject to this agreement is \$ _____ plus electric (if applicable). All rents are due and payable in advance on the first (1st) day of each month if paid monthly.
3. **TERM:** Marina hereby lets the Premises to Tenant for a term of one year commencing on the effective date hereof, and expiring one year thereafter, 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 month's additional rent.

ELECTRICITY: Electricity is available for the normal use and operation of Lessee's boat. Electricity is included in the Monthly Lease Payment for slips that are not separately metered. Some slips are sub metered and thus will be billed for electrical usage. All sub-metered slips will have the meter read monthly and the electrical cost 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.

4. **LATE PAYMENTS:** All lease payments are due on the first (1st) day of each month and become delinquent after the fifth (5th) day (postmark) 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 sixth (6th) of the month. If slip 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 up to 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.
5. **INSUFFICIENT FUNDS CHECK:** A THIRTY-FIVE dollar (\$35.00) insufficient fund check fee will be applied to your account for each returned check. NSF check fee is applied each time the check is returned to Lakeview Marina due to insufficient funds in addition to applicable late fees.
6. **IMPOUNDMENT:** Any vessel impounded for non-payment may be assessed a twenty dollar per foot LOA impoundment fee which may occur with or 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. Impoundment may be means of chaining the boat in the slip, removal of boat via trailer, or removal of vessel by crane.
7. **HOLDING OVER:** If after expiration of the Term, and 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 initial 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 year (if terms or conditions change), if tenant agrees to any changes to the rental rate and pays the invoice without stating they wish to remain Month to Month, then by paying the renewal invoice (if offered) lease will have renewed for another one year term. If marina does not send an invoice with a change, and customer continues to pay the slip fee, then it will be assumed that the tenant is month to month and either party may terminate the lease with 30 days notice or lessor can change the terms with 30 days notice.

8. **USE CONDITIONS:** Tenant agrees that it will perform or abide each and every condition of use contained in this Agreement and the attached Harbor Rules and Regulations. Tenant shall not cause or allow the Slip to be used for any purpose other than the mooring of the specific boat described on Page One of this agreement, and for the other uses consistent with this Slip Lease and Service Agreement. **Tenants may fish off their boat or adjacent to their boat slip. No guests of tenants may fish on the boat dock(s) unless the tenant accompanies the guest(s) at all times. Tenants and guests of tenants may not fish off any other dock than the one where the tenant's boat is moored. No tenant may have more than three guests fishing off their boat dock at any one time!!! No fishing by anyone is allowed on the gas dock!!!!!!!!!! Swimming is not allowed off the boat docks at any time.**
9. **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. Any and all work or improvements made by Tenant or by Marina at Tenant's request shall comply with all applicable codes.
10. **MARINA REPAIRS AND CONDITIONS:** Boat Owner hereby acknowledges that the Tenant has inspected the Slip and those portions of the Marina associated with the Slip, including without limitation, the floats, walks, gangways, and ramps, 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.
11. **TENANT'S CARE OF SLIP AND DOCKS:** Tenant shall not store any small boats, dinghies, bait tanks, boat gear, or other personal property whatsoever at the Slip (other than aboard the vessel), or on the docks or gangways adjacent to the Slip. Tenant shall keep the Slip, docks 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 Slip. No alterations may be made to the docks by the Tenant. No flammable or combustible materials or hazardous substances shall be stored or left on the docks in the Marina. Any improvements made to Premises shall be in compliance to applicable codes and Tarrant Regional Water District standards. Upon notification of non-compliance tenant shall be responsible to immediately take such acts which are necessary to correct violation. In the event tenant fails to correct any deficiency in a timely manner Marina may remove or correct the violation at tenant's expense without further notice. Boats may only be fueled at the gas dock. No gas containers are allowed on tenant docks!!!!!!
12. **INSURANCE:** Tenant agrees to secure and maintain complete boat owner's insurance, including hull coverage and indemnity and/or liability insurance. Tenant may be required at any time to show proof of insurance in accordance with the Texas Parks and Wildlife and Tarrant Regional Water District. If for some reason tenant fails to carry property liability insurance and tenant is found negligent in a loss that causes bodily injury or property damage tenant will personally indemnify the marina and hold the marina harmless for all such losses.
13. **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.

14. **DAMAGE TO TENANT'S VESSEL:** Marina is not responsible for any damage to Tenant's vessel, 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 Tenant deems sufficient to cover any loss or damage to such property.
15. **LIMITATION OF DAMAGES RECOVERABLE:** In no event shall marina be responsible for special consequential or punitive damages such as, but not limited to loss of revenue or profits, or for exemplary damages.
16. **LAKE LEVEL:** Marina is not obligated to maintain, nor otherwise responsible for any damage to Tenant or Tenant's property caused by (either directly or indirectly), the water level of the lake. Tenant agrees and acknowledges that the lake is subject to flooding and low water conditions which can cause substantial damage to the Premises, Tenant's improvements to the Premises, Tenant's watercraft and any other property of Tenant located on the Premises. **The inability to use the slip or your vessel for reasons of water level does not negate the tenant's obligation to pay the rent.** It is understood that the marina may relocate boats during high or low water events but does not have an obligation to do so. It is the tenant's responsibility to remove the boat from the water should they deem the water level will cause damage to their boat.
17. **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.

18. **EFFECT OF DAMAGE OR DESTRUCTION:** In event of damage to or destruction of the Marina or the 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, Marina shall have the option to: 1.) treat this Agreement as continuing and repair or restore the Marina or Slip; or 2) terminate this Agreement and all future obligations hereunder of either party by written notice to Tenant.
19. **SECURING VESSEL:** At all times during which the vessel is berthed at the Slip, Tenant shall cause it to be safely and properly secured to its mooring, and in a manner acceptable to marina. If Marina deems it necessary to re-secure the vessel for any reason, Tenant agrees to pay Marina a reasonable service charge for doing so plus the cost of all material used therefore. However, marina 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 Marina's exercise or failure to exercise its right to re-secure vessel.
20. **CLEAN VESSEL:** Slip tenant agrees to keep their vessel reasonably clean at all times. Tenant 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 marina personnel have to attend to boat covers/tarps etc. due to neglect of the tenant then a \$25 charge will be assessed each time. It is further agreed that if the boat is unreasonably dirty and slip owner does not respond to verbal or written requests to tenant to clean their vessel the marina will hire a company to clean the boat. The current charge is \$2 per LOA of the vessel and is subject to change. All cleaning charges will be billed to the customer and if not paid promptly will result in default as described in section 23 below.
21. **INSPECTION:** Marina and its officers, employees and agents shall have the right to enter Premises or Vessel at any time for the purpose of inspecting the same, making repairs or performing any authorized work. Tenant may be required to deposit a key(s) to the Tenant vessel(s) with the office of marina in the event that Marina needs to enter the premises to make boat repairs, inspection or for emergency purposes.
22. **COMMERCIAL ENTERPRISE:** Tenant 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 services, dock repair/building, selling boats, etc.) during the existence of this Agreement unless otherwise agreed to in writing by Lakeview Marina. In all cases where a commercial enterprise is allowed, Tan 1 On, Inc. dba Lakeview Marina must be shown as an additional insured on the tenant's commercial marine insurance contract with limits of liability no less than \$1,000,000 per occurrence. Additionally, your insurance carrier must provide waiver of subrogation in favor of Lakeview Marina and provide us with 30 days notice of cancellation. If tenant's insurance coverage is cancelled or changed during the term of this lease the tenant must stop all commercial operations, however, this will not void the other terms of this contract.
23. **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 and Tenant hereby grants to Marina 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 rights 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. The 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 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 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. 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 in order 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), 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), 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, Lakeview 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 herein above provided are not exclusive and Lakeview 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 Lakeview 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 Lakeview Marina to exercise any of its rights under this Agreement or Lakeview marina's acceptance of money after any default shall not be considered or construed to waive any right of Lakeview marina or to affect any notice or legal proceedings theretofore given or

commenced. Nothing herein shall constitute a waiver of the rights of Lakeview Marina to a maritime lien under state law or under the Federal Maritime Lien Act.

- f. **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.

24. **ASSIGNMENT AND SUBLETTING:** This Agreement grants to Tenant a limited personal right, without any possessor interest, to moor the Vessel. Accordingly, Tenant shall have no right or power to transfer or assign this Agreement or to assign or sublet the Slip or any part thereof to any person or party whatsoever or for use by any other Vessel whatsoever without the written consent of Marina, 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 Marina's written consent. Any attempted transfer shall, at the election of the Marina, automatically terminate this Agreement. Tenant agrees to notify Marina in writing of its intention to have the Slip vacant for a period of ten (10) days or more.
25. **OVERHANGS:** No part of the Vessel shall at any time extend over any portion of any dock in the Marina without written approval of Marina. Tenant agrees to defend, indemnify and hold Marina harmless for any injury or damage caused by any failure to comply with this condition.
26. **UTILITY WASTE & QUIET ENJOYMENT:** Tenant shall not commit or permit any waste upon the Slip or any nuisance or other act or thing (I.E. Loud Music), which may disturb the quiet enjoyment of any other Tenant, or person(s) in or about the adjoining slips. Tenant shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by the Marina.
27. **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. Tenant agrees to permit Marina or TRWD to inspect such holding tanks from time to time upon demand.
28. **BOAT REPAIRS:** Tenant may make such repairs to Tenant's vessel as Tenant desires, provided, however, hull work or refinishing to that part of the boat below the joint of the gunwale and topside shall be performed by qualified repairmen. No painting, refinishing, or mechanical work may be done in the Premises without prior written consent of the Marina. No work may be conducted on vessel(s) between the hours of 7:00pm and 8:00am, or on Saturdays or Sundays without Marina approval.
29. **BOAT SALES:** Tenant will have the right to sell their own boat if desired at their paid current slip at the marina. However, no tenant may use their slip solely for the purpose of selling boats. Lakeview Marina reserves the right to remove any signs or limit access to any boat if in our opinion the tenant of the slip is attempting to use the marina as a place to sell boats.
30. **RULES AND REGULATIONS:** Tenant agrees to use the Slip and the Marina in accordance with the Marina's HARBOR RULES AND REGULATIONS, and all applicable laws, rules, and regulations. Marina reserves the right to modify or amend its HARBOR RULES AND REGULATIONS 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 Slip, 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 further understood that the marina can/will furnish the TRWD with the names and phone numbers of slip tenants.
31. **MARINA RESERVES THE RIGHT TO RECONFIGURE OR CHANGE DOCK ARRANGEMENT AT ANY TIME.**
32. **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 any and 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.
33. **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 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 the Marina.
34. **TOWING AND BOOTING POLICY:** Towing can and will be enforced for all un-authorized vehicles and/or vessels on these premises. Unauthorized vehicles include, but are not limited to, any vehicle associated with an boat slip, RV site,

land storage unit that is arrears on their account. Booting of the tire/axle of a boat trailer, RV or other vehicle will be enforced for any lessee or licensee that is 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 dumpster(s).
- *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 or marina slip or boat dock ramp entrance. 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

35. **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, and no 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.

IN WITNESS WHEREOF the parties hereto have executed this lease Agreement effective as of _____
and ending _____.

TENANT:

FOR Tan 1 On, Inc. d/b/a Lakeview Marina:

Signature

Date

Signature

Date

Please Print Name

Pay close attention to #17

Please Print Name

Credit Card Info: This part of the contract will be shredded once the information has been entered into an encrypted data base.

Name on Card:_____

Card #_____

Expiration Date;_____ **CCV number** _____

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

FOR AUTOMATIC BANK DRAFT COMPLETE ATTACHED AUTHORIZATION FROM