

Lakeview Marina

Land Storage: _____ Lease Begins: _____ Ends: _____

Monthly rate: _____ *This is a binding lease for a minimum of 12 months....please read carefully.*

PAYMENT TERMS

(all leases will be pro-rata termed for the first partial month....and will end 12 month 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:** Total monthly payment \$ _____

(Signing this lease hereby authorizes Tan 1 On, Inc. dba Lakeview Marina to draft monthly payments and any other charges incurred by tenant via Credit or Debit Card on file or ACH application on file if applicable)

OR

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

TENANT INFO

Name: _____

DL#: _____ DOB: _____

BILLING/MAILING ADDRESS

Street: _____

City: _____ State: _____ Zip: _____

CONTACT INFO

Mobile number: _____

Email Address: _____

Spouse's mobile (if applicable) _____

CONTACT IN CASE OF EMERGENCY

Name: _____ Relation: _____ Number: _____

BOAT DESCRIPTION

Manufacturer/Model: _____

Boat TX#: _____ Trailer License number: _____

Insurance

Carrier: _____ Agent: _____

Lienholder name: (if none; state none) _____

This land storage 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/or "Lakeview Marina", and [REDACTED] 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, Land Storage(s) as follows: hereinafter called "Premises" or "Land Storage". In the event Tenant acquires additional Land Storage unit(s) in the marina or changes Land Storage unit(s), all the provisions in this agreement shall apply to the additional or replacement Land Storage unit(s). 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 monthly rental rate subject to this agreement is \$ [REDACTED]. 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 more month's rent.
- 4. LATE PAYMENTS:** All lease payments are due on the first (1st) day of each month and become delinquent after the third (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 fourth (6th) of the month. If Land Storage 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 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 twenty-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 Marina due to insufficient funds in addition to applicable late fees.
- 6. IMPOUNDMENT:** Any vessel impounded for non-payment shall be assessed a one hundred fifty-dollar (\$150.00) impounding charge. Impoundment 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.
- 7. HOLDING OVER:** If after expiration of the Term, Tenant remains in possession of the Premises with Marina'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 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. **Marina may also send an invoice before renewal offering (stated) on the invoice to renew the lease for another year, if tenant agrees to any changes to the rental rate (if any) and pays the invoice without stating they wish to become Month to Month, then by paying the renewal invoice (if offered) lease will have renewed for another one year term.**
- 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 store any items outside the storage area nor dispose of any trash outside the storage area other than in containers provided by Marina. Tenant shall keep the Premises in a clean and orderly condition. No alterations may be made to the Land Storage by the Tenant. No flammable or combustible materials or hazardous substances shall be stored or left in the Premises (with the exception of the fuel in the vessel). **Tenant also agrees that on busy weekends that tenant will park the trailer back in their land storage unit after launching their boat. Tenant acknowledges that their boat may only be parked at the courtesy/gas dock for a reasonable amount of time and that their boat will not be left in the water parked in the marina without the express consent of the marina manager. Additionally, the leasing of a land storage unit does not authorize the tenant or their guests to fish off any docks in the marina.**
- 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 Land Storage unit and those portions of the Marina associated with the Land Storage unit, including without limitation, the doors, roof, and electrical outlet, 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. **IT IS UNDERSTOOD that these land storage units MAY LEAK during heavy rains and/or water may run into the units from under the door and/or walls.**

11. **INSURANCE:** Tenant agrees to secure and maintain complete boat owner's insurance, complete with marine 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.

12. **INDEMNIFICATION/RELEASE/WAIVER:** NEITHER THE MARINA NOR ITS AFFILIATES, SISTER COMPANIES, AND/OR ANY OF MARINA'S EMPLOYEE'S, MEMBERS AND/OR MANAGERS ("MARINA GROUP") ACTING ON THEIR BEHALF, AND/OR ON BEHALF OF MARINA 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 MARINA. TENANT HEREBY WAIVES AND RELEASES MARINA AND THE MARINA 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, LAND STORAGE UNITS 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 MARINA AND/OR THE MARINA GROUP. TENANT AGREES TO INDEMNIFY, DEFEND, AND HOLD MARINA AND THE MARINA GROUP HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATING IN ANY WAY TO TENANT'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 TENANTS AND/OR TENANT'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 MARINA AND/OR MARINA GROUP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR PROVIDED BY APPLICABLE LAW OR IN EQUITY, ANY LIABILITY OF MARINA AND/OR MARINA GROUP ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT OR USE OR OCCUPANCY OF THE BOAT SLIP; LAND STORAGE UNITS 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 TENANT UNDER THIS AGREEMENT, EVEN IF ANY SUCH LIABILITY ARISES FROM THE SOLE OR CONTRIBUTORY NEGLIGENCE OR STRICT LIABILITY OF MARINA AND/OR MARINA GROUP. THIS AGREEMENT IN NO WAY CREATES OR SHALL BE DEEMED TO CREATE A GENERAL OBLIGATION OF THE

MARINA AND/OR MARINA GROUP AND SHALL BE STRICTLY CONSTRUED AND LIMITED AS PROVIDED IN THE PRECEDING SENTENCE.

13. **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 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.
14. **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.
15. **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.
16. **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, tidal wave, 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.
17. **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) and Land Storage unit lock with the office of marina in the event that Marina needs to enter the premises to make boat repairs, inspection or for emergency purposes.
18. **REMEDIES FOR DEFAULT:**
 - a. **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 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. The security interest includes all costs of securing the craft.**
 - b. **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.**
 - c. **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 chares 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.

- d. **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.
- e. **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.

- 19. **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 storage unit vacant for a period of ten (10) days or more.
- 20. **BOAT SALES:** Tenant shall have the right to sell its own vessel without payment of commission provided such sale is made privately by Tenant, and not by, through, or with assistance of third parties and further provided Tenant shall not advertise the vessel for sale on or about the Premises. Absolutely no "For Sale" signs shall be posted on Premises except by Marina employees without consent from the Marina.
- 21. **RULES AND REGULATIONS:** Tenant agrees to use the Land Storage unit 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 storage unit, 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.
- 22. **MARINA RESERVES THE RIGHT TO RECONFIGURE OR CHANGE LAND STORAGE ARRANGEMENT AT ANY TIME.**
- 23. **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.

- 24. **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.
- 25. **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, an 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.
- 26. **AGREED UPON CHANGES TO THIS LEASE: (IF NONE, SO STATE)**

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

TENANT:

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

 Signature Date

 Signature Date

 Please Print Name Pay close attention to #10

 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 the attached authorization form