

NAUTICAL LANDINGS MARINA APPLICATION AND LEASE

Move in Date: _____

Slip Number: _____

Account Number: _____

email address: _____

Bill Amount: _____

30 AMP

50 AMP

ABOVE THIS LINE - OFFICE USE ONLY - LAST MONTH'S (DEPOSIT) GOES TO GL CODE 501-3000.

Name: _____

(Primary person listed)

Mailing Address: _____ City: _____

State: _____ Zip: _____

(Not Marina Address)

DL/ID #: _____ State: _____ SS# _____ DOB: _____

Cell Phone: _____

Emergency Contact: _____

Contact Number #: _____ Relationship: _____

BOAT TYPE:

Electric: 30 AMP 50 AMP None

Name of Vessel: _____ Length: _____ Make/Model #: _____

Insurance Name: _____ Policy # _____

Beginning Date: _____ Exp Date: _____

Texas Registration #: _____ Expiration Date: _____

I certify that under the penalties of perjury the above information is true and correct to the best of my knowledge.

I hereby waive my right of confidentiality, and both authorize and request that information pertaining to my criminal history (if any) and driving record be made available to the City of Port Lavaca to whom I have made an application for leasing.

Signature: _____ Date: _____

Printed Name: _____

NAUTICAL LANDINGS MARINA LEASE FOR DOCKING SPACE

This lease agreement is made and entered into this _____ day of _____, 20__ at Port Lavaca, Texas, by and between the Port Commission, Nautical Landings Marina, acting by and through its duly authorized agent, as **Lessor** (hereinafter sometimes referred to as **Marina**) and

(Name) _____ (Address) _____

(City) _____ (State) _____ (Phone) _____

and the craft described below, who are jointly referred to hereinafter as **Lessee**:

1. Marina hereby leases to Lessee, and Lessee hereby leases from Marina, docking space for a boat described as (Name of Vessel) _____.

Hereinafter referred to as the **craft** on a:

Annual lease or move in date beginning _____ and extending until _____.

Annual leases must be renewed on or before January 1st of each year with updated registration and insurance.

Payment Method:

____ **Month to month basis** for a term beginning _____ at a rate of _____ per month, payable monthly, in advance, without demand, on the first day of each month at the office of the Finance Director, City of Port Lavaca, at City Hall, 202 N. Virginia Street, Port Lavaca, Texas 77979.

____ **Yearly basis** for a term beginning _____ and ending _____ at a yearly fee of _____, without demand at the office of the Finance Director, City of Port Lavaca, at City Hall, 202 N. Virginia Street, Port Lavaca, Texas 77979.

PREPAID DOCKAGE FEES ARE NOT REFUNDABLE.

2. Slip rental fees are calculated by the overall length of craft or slip, whichever is greater.
3. Proper slip size shall be determined by the OVERALL length of the craft (including all overhangs) plus two feet.
4. Require the applicant's permission and require a payment of \$10.00 to perform a background check.
5. Require references and contact numbers to be provided of previous marinas, from most recent to past.
6. It is specifically agreed that this lease covers the right to tie said craft at the Marina but does not grant Lessee the right to any specific slip. Marina shall designate which slip is to be used by Lessee, and Marina may change the slip to be used at any time.
7. Notice must be given at the office of Marina, prior to removal of said craft permanently from the slip or for a period longer than 30 days. In the event that said craft changes ownership, Marina must be notified on the day of said change of ownership, and the new owner must sign a new Marina lease if they intend to remain at the Marina.
8. LESSEE AGREES THAT ALL CHARGES 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 AND THE MARINA IS GRANTED THE RIGHT TO SECURE SUCH CRAFT FROM REMOVAL UNTIL ALL CHARGES ARE PAID IN FULL. Marina reserves the right to remove said craft until all delinquent charges have been paid in full. Lessee agrees that should the above conditions arise, Marina will in no way be held liable for any cost incurred by Marina in the removal and/or moorage of said craft.
9. Lessee does hereby authorize Marina, at its option ten (10) days after such default, to give written notice of such default, to declare the lease terminated without legal process and without prejudice to the legal rights of

Lessee, to enter the premises where the craft may be and take possession of the craft and all equipment as security for any which may be due, including repairs for sale and repossession expenses, and effect sale, public or private, returning remaining balance, if any to Lessee.

10. Lessee agrees to pay attorney's fees and other costs incurred by Marina for the collection of any unpaid account due Marina by Lessee.
11. Marina reserves the right to terminate this Marina lease without prior notice to the owner of said craft with reasonable cause and the right to remove said craft from its moorage and from the premises owned or leased by Lessee. The owner of said craft agrees that 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 removal of said craft from said premises.
12. Marina reserves the right to inspect vessels before signing a lease, upon arrival at the Marina, and while they are docked in the Marina. Lessee must keep the boat in operational condition while in the Marina.
13. 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 for any extended slip vacancy (one week or more), and Lessee hereby grants permission to the Marina to use the slip during vacancy.
14. Lessee shall be entitled to reasonable use of the parking lot facilities belonging to Marina. Lessee may use limited electricity and water, furnished by Marina, for use in connection with Lessee's craft. Marina reserves the right to set the limits of such use and charge for any usage in excess of such limits, or to require Lessee to be separately metered, and Lessee agrees to pay any installation costs incurred in connection therewith. Lessee understands this lease covers no other services.
15. Admittance to Marina is restricted to Marina customers, lessees, and their guests, and they are responsible for ~~children~~ any children accompanying them.
16. Lessee must always keep pets on a leash under their control and is responsible for all cleanup.
17. Lessee agrees to maintain in force during the term of this Agreement a "watercraft liability" insurance policy of protection and indemnity that provides comprehensive public liability insurance coverage against any property damage or personal injury liability arising out of ownership, use, occupancy, or maintenance of Tenant's boat/vessel, the Rental Slip, and the Marina. The insurance policy shall be in the minimum amount of \$300,000 and shall name Lessor as an additional insured under the policy.
18. MARINA SHALL NOT BE LIABLE FOR DAMAGE TO LESSEE'S CRAFT WHILE IT IS MOORED IN THE MARINA, including damage arising from conditions of nature or acts of third persons. LESSEE HEREBY CERTIFIES that Lessee has acquired and will keep in force for at least the term of this lease, insurance on his/her property and person and those of their agents and guests for harm due to injuries or damages which may be received at the Marina.
19. Lessee, having inspected the aforesaid boat slip and the pier at said slip, accepts same as suitable for his purposes and hereby expressly waives any defects therein and agrees to hold Marina harmless from any loss, damage, or injury to person or property resulting from improper construction or maintenance of said moorage and pier.
20. Lessee shall be responsible for the proper mooring or fastening of his craft, and Marina shall bear no responsibility, therefore. Mooring is at the sole risk of Lessee.
21. Lessee agrees to store dinghies and all other personal property aboard his craft, and not on the walkways or in the harbor. Lessee is responsible for always keeping the leased slip or craft neat and clean. Lessee will place his/her trash in the receptacles provided for that purpose and will keep the walkways clear from obstruction caused by his/her property.
22. Lessee must be courteous; no loud music or vulgar language will be tolerated.

23. Lessee is responsible and is limited to 2 4 guests per vessel and shall follow the rules of safe boating within the Marina and shall operate boats so as not to create any disturbing wake.
24. Lessee understands that Marina is a commercial endeavor of Marina and therefore, Lessee hereby agrees to refrain from any commercial action competitive with the interests of Marina on Marina's premises.
25. Lessee agrees that no major repairs may be made to the craft in its moorage without prior approval from the Harbor Master. Such repairs shall be made only in a repair area outside of the Marina property.
26. Lessee agrees upon signing this lease, an amount equal to two months' rent to be applied toward the first and last month's rent. (This sum is the security deposit sighted.)
27. All lessees must enroll in the "Auto Debit Program" for their monthly lease payment. (See Form Attached.)
28. All lease payments are due and payable on the first day of each month. All lease payments outstanding over 10 days shall incur late charges at the rate of 10% per month until paid. When an account is over 30 days in arrears, Marina shall have the option of terminating Lessee's lease and of removing Lessee's craft from its moorage space and securing it at a temporary wharf, where it shall incur dockage or storage fees of \$10.00 per day in addition to the other charges set out in this contract.
29. If upon the expiration of termination of this lease, Marina advises Lessee (or Boat Owner) by notice or Certified Letter delivered to the leased docking space, or mailed to the Lessee at the notice address listed above, said vessel, equipment and other property from Marina's premises, and Lessee fails to do so within ten (10) days of the date of such notice, said vessel, equipment and other property shall be deemed to have been abandoned by Lessee/Boat Owner.
30. It is further agreed and understood that this agreement shall continue in effect until terminated by either party hereto upon thirty (30) days' written notice, addressed to the other party, Marina's address being 202 N. Virginia Street, Port Lavaca, Texas 77979. WITHOUT PROPER NOTICE, AT LESSOR'S OPTION, THE LESSEE WILL BE HELD RESPONSIBLE FOR THIRTY (30) DAYS RENT. PREPAID DOCKAGE FEES ARE NOT REFUNDABLE.
31. No equipment shall be attached to, or construction or alterations of any kind performed on the piers or piling, and no advertising signs shall be attached to any portion of the piers or piling or displayed aboard any craft within the above slip without prior permission of Marina.
32. Lessee will promptly reimburse Marina for the cost of repairs to piers, pilings, and other facilities of Marina necessitated by any act of Lessee or any person using the above-named slip or craft with Lessee's consent.
33. Lessee agrees not to deposit or refuse sewage debris, petroleum waste, or products in the water in or around the premises of Marina. In the event of an accidental spill, Lessee will be held responsible for clean-up. Marina reserves the right to remove the vessel from its slip and immediate termination of the lease at Lessee's expense in the event of a spill.
34. Lessee agrees that this lease and Lessee's use of the slip covered hereby shall be subject to all reasonable regulations of Marina as the same may be published and in effect from time to time during the term hereof, as fully as if the same were incorporated herein, and that breach of the same shall constitute a breach of the covenant of the lease. PREPAID DOCKAGE FEES ARE NOT REFUNDABLE.
35. Neither Lessee nor the Lessee's employees, agents, visitors, or guests will engage in dangerous activities nor contribute to the creation of hazardous conditions in, or about the premises of Marina.
36. This agreement shall be construed in accordance with the laws of the State of Texas. All obligations of the parties created in this agreement are performable in Calhoun County, Texas, and the venue shall be in such County.
37. Any consistent or willful violation of these rules and agreements shall result in exclusion from the Marina and forfeiture of slip rental fees.

- 38. Lessee agrees that any notice to be given by Marina may be given by mailing the notice to Lessee at the address listed in the first section of this contract, and Lessee agrees to notify Marina promptly of any new mailing address.
- 39. No waiver by Marina or any default or breach of any term, covenant, condition, agreement, provision, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision, or stipulation hereof.
- 40. Live Aboard Policy – Each tenant is allowed to stay up to ten (10) nights a month aboard their vessel.

THE MARINA RULES AND REGULATIONS HAVE BEEN READ AND ACCEPTED BY THE UNDERSIGNED IN WITNESS WHEREOF, the undersigned Marina and Lessee execute this agreement this _____ day of _____, 20____.

Paid: \$ _____, first month's rent \$ _____, last month's rent \$ _____

Check \$ _____ Cash \$ _____ Credit Card: \$ _____

NL MARINA

LESSEE

CAPT. JIM RUDELLAT,
HARBOR MASTER
