

West Bay Marina & R.V. Park LLC

LAND STORAGE AND/OR STORAGE CLOSET AND/OR FENCED STORAGE LEASE AGREEMENT

Land Storage/ Storage closet unit number(s) _____

(If applicable...if for fenced storage please circle one): **Fenced storage only** **Fenced storage also**

Lease Begins: _____ Ends: _____

Full Monthly rate(s): \$ _____

Surcharge Fee* (if applicable): \$ _____

Multi-unit/site/slip discount (if applicable): \$ < _____ >

NET MONTHLY PAYMENT: \$ _____

PAYMENT TERMS

(All leases will be pro-rata termed for the first partial month)

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*: Total monthly payment \$ _____

(Signing this lease hereby authorizes West Bay Marina & R.V. Park LLC to draft monthly payments via Credit or Debit Card if applicable)

OR

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

**A \$10.00 per month surcharge will be accessed for tenants that do not authorize automatic payments from their debit/credit/bank account.*

TENANT INFORMATION

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 (if applicable)

Manufacturer/Model: _____ color _____

Boat Name: _____ TX#: _____

TRAILER/RV/VEHICLE DESCRIPTION (if applicable)

Make of trailer/rv/vehicle: _____ Color of trailer/rv/vehicle: _____

Type of trailer (i.e. boat, travel etc) _____ License number: _____

Insurance

Carrier: _____ Agent: _____

This land storage and/or storage closet and or fenced storage Lease and Service Agreement (the "Agreement") is entered into between West Bay Marina & R.V. Park LLC, 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:

- ❖ **LEASED PREMISES:** Marina hereby rents and leases unto Tenant, and Tenant hereby leases and accepts from Marina, Land Storage(s), storage closet, fenced storage as follows: hereinafter called "Premises" or "Storage". In the event Tenant acquires additional Storage unit(s) or changes Storage unit(s), all the provisions in this agreement shall apply to the additional or replacement Storage unit(s). The Premises are leased to Tenant for the purpose of private storage of Tenant's vessel, RV, Vehicle and/or belongings and Tenant covenants and agrees to comply with the harbor rules and Park rules of West Bay Marina & R.V. Park LLC, the directives of the Tarrant Regional Water District and all other applicable laws, rules, and regulations.
- ❖ **RENTAL:** The monthly rental rate subject to this agreement is \$ _____. All rents are due and payable in advance on the first (1st) day of each month if paid monthly.
- ❖ **TERM:** Marina hereby lets the Premises to Tenant for a term noted on page one, 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.
- ❖ **LATE PAYMENTS:** All lease payments are due on the first (1st) day of each month and become delinquent after the seventh (7th) day 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 eight (8th) of the months. If 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.
- ❖ **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 due to insufficient funds in addition to applicable late fees.
- ❖ **IMPOUNDMENT:** Any vessel impounded for non-payment shall be assessed a one hundred fifty-dollar (\$150.00) impounding charge. Impoundment may occur with us 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.
- ❖ **HOLDING OVER:** If after expiration of the Term, 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 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 specific term, 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 specific term.**
- ❖ **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 Storage by the Tenant. No flammable or combustible materials or hazardous substances shall be stored or left on the Premises. **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 and payment of additional fees. Additionally, the leasing of storage does not authorize the tenant to fish off any docks in the marina.**

- ❖ **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. All work or improvements made by the Tenant or by Marina at the Tenant's request shall comply with all applicable codes.
- ❖ **MARINA REPAIRS AND CONDITIONS:** tenant hereby acknowledges that the Tenant has inspected the Storage unit and those portions of the Marina associated with the 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/storage closet units MAY LEAK during heavy rains and/or water may run into the units from under the door and/or walls.**
- ❖ **INSURANCE:** Tenant agrees he/she is responsible for insuring their property, including hull coverage and indemnity and/or liability insurance. Tenants may be required at any time to show proof of insurance in accordance with the Texas Parks and Wildlife and Tarrant Regional Water District.
- ❖ **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 the Tenant deems sufficient to cover any loss or damage to such property.
- ❖ **LIMITATION OF DAMAGES RECOVERABLE:** In no event shall the marina be responsible for special consequential or punitive damages such as, but not limited to loss of revenue or profits, or for exemplary damages.
- ❖ **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.
- ❖ **EFFECT OF DAMAGE OR DESTRUCTION:** In event of damage to or destruction of the Marina and/or land storage unit(s) 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 and/or land storage unit(s); or 2) terminate this Agreement and all future obligations hereunder of either party by written notice to Tenant.
- ❖ **INSPECTION:** Marina and its officers, employees and agents shall have the right to enter Premises at any time for the purpose of inspecting the same, making repairs or performing any authorized work. The tenant shall deposit a key(s) Storage unit lock with the office of marina if Marina needs to enter the premises to make repairs, inspection or for emergency purposes.
- ❖ **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 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.
 - 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 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 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.

- **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 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.
 - **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.
- ❖ **ASSIGNMENT AND SUBLETTING:** This Agreement grants to Tenant a limited personal right, without any possessor interest, to store tenant's personal property. Accordingly, Tenant shall have no right or power to transfer or assign this Agreement or to assign or sublet the Storage or any part thereof to any person or party whatsoever. 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 Marina's written consent. Any attempted transfer shall, at the election of the Marina, automatically terminate this Agreement. The tenant agrees to notify Marina in writing of its intention to have the Slip vacant for a period of ten (10) days or more.
 - ❖ **PROPERTY SALES:** Tenant shall have the right to sell its own vessel, RV, Trailer etc. without payment of commission provided such sale is made privately by Tenant. Absolutely no "For Sale" signs shall be posted on Premises except by Marina employees.
 - ❖ **RULES AND REGULATIONS:** Tenant agrees to use the Storage unit and the Marina in accordance with the Marina's HARBOR RULES AND REGULATIONS, PARK RULES and all applicable laws, rules, and regulations. Marina reserves the right to modify or amend its HARBOR RULES AND REGULATIONS AND/OR PARK RULES 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 Slips, 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.
 - ❖ **PARKING AND VEHICLES:**
 - ❖ In many cases only one motor vehicle (other than Licensee's RV) may be parked at the RV site. Subject
 - to Park management's approved variance, some RV sites may be allowed two vehicles per site. See
 - Park management regarding requests for more than two vehicles (other than RV) on park premises.
 - Overflow parking is available. See management for specific overflow parking areas and for additional
 - fees (if any).
 - ❖ Those licensees and accompanied guest wishing to visit the beach area or restaurant (or work at the
 - restaurant) on busy weekends shall walk or use a golf cart.
 - ❖ All vehicles owned/used by a licensee must be identified on that licensee's license agreement.
 - ❖ The speed limit in the park is 5 MPH and this applies to all types of vehicles.
 - ❖ No parking on the roadway. Towing is enforced for vehicles improperly parked.
 - ❖ No vehicles allowed in grass areas of the park.
 - ❖ All motorized vehicles operated on the premise must have a current registration, be in good physical
 - repair (i.e., no wrecked vehicles) and must be operable. Loud mufflers are not allowed.
 - ❖ Licensees may not build, rebuild, or repair vehicles or their RV anywhere on the Premises at any time –
 - other than inside approved storage buildings.
 - ❖ **Towing & Booting Policies:**
 - *Towing can and will be enforced for all un-authorized vehicles on these premises. Unauthorized vehicles include any vehicle associated with an RV site, Land storage, or boat slip that is in arrears on their account.
 - *Booting of the tire/axle of an RV, boat trailer, or other vehicle on these premises will be enforced for licensee's and lease's that are in arrears on their account.
 - **DOGS & OTHER ANIMALS:**
 - ❖ Dogs may be permitted provided they are not among the following breeds or mixed breeds: Pit Bulls &
 - Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes,
 - Presa Canarios, Akitas, Alaskan Malamutes, Bull Mastiffs, Siberian Huskies, and Wolf-hybrids or any
 - other dog that is aggressive in the opinion of park management. Exceptions can be made for certified
 - service dogs that may be of a breed noted above.
 - ❖ All dogs must have collars and wear a valid tag showing they have a current rabies vaccination.
 - ❖ No more than one dog per RV site without written approval from management.
 - ❖ Fences for dogs cannot be built/installed without management approval.
 - ❖ All dogs must be kept on a leash when not inside your RV (unless inside an approved fence). Dogs may

- not be chained up or caged outside the RV.
- ❖ Dogs must always be cleaned up after and may not run free in the park under any circumstances.
- ❖ Excessive barking will not be tolerated.
- ❖ Failure to adhere to the above rules concerning dogs may result in revocation of License.
 - West Bay Marina & R.V. Park LLC July 18th, 2022, by DSW
- ❖ No other types of pets are allowed without written permission of management. No chickens, horses,
 - cows, pigs or other farm type animals are permitted.
- ❖ Dog owners will be liable for all damage and/or injury caused by their dog. If management receives
 - more than two written complaints with respect to excessive barking, biting a person or other dog, or
 - displaying aggressive behavior, the licensee(s) will be required to remove the dog from the park.
- **SWIMMING AND FISHING:**
- ❖ Swimming is allowed in the designated swimming area only. No lifeguards are on duty and children
 - should always be accompanied by their parent(s) or guardian.
- ❖ Swimming is never allowed off the boat docks or seawall. Many of the docks contain underwater
 - bracing that cannot be seen from the surface. Extreme care must always be taken when walking on a
 - boat dock.
- ❖ If licensee invites a guest(s) to go swimming and/or picnicking, the guest(s) must always be
 - accompanied by the licensee.
- ❖ Fishing is allowed off the seawall or A-dock only for licensees that have been issued a valid fishing
 - permit. Licensee must obtain a permit and a full list of fishing rules in the office during normal
 - business hours. Each licensee and their spouse/significant other will be issued a fishing permit.
 - Additional permits may be purchased at the office.
- ❖ Guest(s) of licensee(s) that wish to fish must purchase a fishing permit.
- ❖ Do not place fish parts in ANY trash receptacle.
- **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 disposal facility.
- ❖ Trash should be securely bagged and placed inside the dumpster and as far back as possible.
- ❖ All cardboard boxes must be broken and placed inside the dumpster.
- ❖ No furniture, appliances, water heaters, mattresses, large items, construction debris, auto or boat
 - parts or other durable goods are to be put into the dumpster or left outside the disposal site. All these
 - types 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.
- ❖ If dumping liquids (not motor oil, flammables or paint as these items can never be put in the trash)
 - They must be sealed in a container that will remain leak free.
- ❖ Those caught in violation of our rules with regards to trash disposal will be subject to fines and/or
 - eviction. See management for a current schedule of fines for not following trash disposal rules.
- ❖ **MARINA RESERVES THE RIGHT TO RECONFIGURE OR CHANGE LAND STORAGE/STORAGE CLOSET ARRANGEMENT AND/OR MOVE TRAILERS, RV'S, VEHICLES IN AND AROUND THE FENCED STORAGE AT ANY TIME.**
- ❖ **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 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.
- ❖ **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 rights 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.
- ❖ **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.
- ❖ **ACCESS:** Tenant hereby acknowledges that the fenced storage is only accessible during normal marina business hours unless prior arrangements with management have been made.

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

TENANT:

FOR: West Bay Marina & R.V. Park LLC

Signature Date Signature Date

Please Print Name Pay close attention to #10 & #25 Please Print Name

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

Name on Card: _____

Card # _____

Expiration Date; _____ CCV number _____

Billing address for Card: _____ City _____ Zip _____

For automatic bank draft complete the attached authorization form