

TOWNE LAKE - \_\_\_\_\_ [name of Harbor/Marina]

SLIP RENTAL AGREEMENT

Subject to the ensuing terms hereof, on this the \_\_\_ of \_\_\_\_\_, 20\_\_\_, TOWNE LAKE DOCK COMPANY, L.L.C., being the "Lessor", leases a boat slip to \_\_\_\_\_, referred to hereinafter as the "Lessee" whether one or more persons, with respect to the Craft described below.

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, docking space for a boat named \_\_\_\_\_ with a Coast Guard Registration # \_\_\_\_\_ and/or a TX # \_\_\_\_\_, Manufacturer \_\_\_\_\_ hull # \_\_\_\_\_, hereinafter referred to as the "Craft", for a term of month-to-month [two (2) months minimum], beginning \_\_\_\_\_, 20\_\_\_, at the rental rate of \$275.00, payable monthly in advance without demand on the first day of each month at the office of Lessor.
2. It is specifically agreed that this lease covers the right to tie said Craft at \_\_\_\_\_ (the "Premises"), in Slip # \_\_\_\_\_, only. Lessor may change the slip to be used at any time, provided a suitable substitute slip is provided. Use of the Premises is restricted to the Lessee and Lessee's guests only.
3. It is further agreed and understood that this agreement shall continue in effect, subject to the provisions hereof, until terminated by either party hereto upon thirty (30) days written notice sent by U.S. Certified Mail, addressed to the other party. If these conditions are met, the security deposit will be refunded or applied toward the last month's rent, whichever is applicable. Lessee agrees that without proper notice, the security deposit is forfeited.
4. Lessee agrees that all charges accruing and unpaid under the terms of this agreement 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 Premises until all charges are fully paid. Lessor 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. This security interest includes all costs of securing the Craft. The Lessor reserves the right to remove and hold said Craft until all delinquent charges have been paid in full. The Lessee agrees that should the above conditions arise, the Lessor will in no way be held liable or responsible for any loss, damage or deterioration of or to said Craft or Lessee due to said removal and/or storage. The Lessee also agrees to be liable for all costs incurred by the Lessor in the removal and/or storage of said Craft. The Lessee understands that the Lessor may be required to give notice to any lien holder with an interest in the Craft, of the delinquency and breach of this agreement in order to protect Lessor's lien interest. Lessee grants Lessor permission to do so as may be required to protect Lessor's lien interest.
5. The Lessee agrees to pay reasonable attorney's fees and other costs incurred by the Lessor for the collection of any unpaid account due said Lessor by the Lessee including but not limited to impoundment fees, storage fees, environmental cleanup fees and transport fees.
6. Lessee shall have no right to sublease, assign, or otherwise transfer the slip or this agreement or an interest he or she has in the slip or said agreement. Lessee will notify Lessor of any extended slip vacancy (one week or more), and Lessee hereby grants permission to the Lessor to use the slip during the said vacancy. Further, if the Lessee sells or transfers the Craft to another person, the right to occupy the rented space shall immediately terminate unless other arrangements are approved in writing by Lessor. If Lessee or any person to whom he has transferred the Craft leaves the boat in the space after termination of this lease, Lessee agrees to pay as rent for such holding over two times one-thirtieth of the last monthly rental rate in effect under this agreement for each and every day Lessee or any transferee of the Craft continued to hold possession of said space.
7. Lessee shall be entitled to reasonable use of the parking lot facilities belonging to the Lessor, if any. Lessee agrees not to park boats, trailers, work trucks, or any such vehicle in the parking lot overnight or adjacent streets without written consent from Lessor. Lessee may use electricity, furnished by the Lessor, for the common use in connection with Lessee's Craft. The Lessor reserves the right to separately meter and charge for any usage. Lessor makes no warranty that electricity will be available at any or all times. Lessor agrees to charge Lessee for electricity usage in accordance with Texas Law. Lessor also agrees to furnish water to slip for normal uses in connection with the washing down and berthing of said vessel.

8. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INVITEES AND CONTRACTORS (THE "OWNER INDEMNIFIED PARTIES") FROM ALL CLAIMS, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) RESULTING OR ARISING OR ALLEGED TO ARISE FROM ANY AND ALL INJURIES OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY ANY ACT, OMISSION OR NEGLIGENCE OF LESSEE OR LESSEE'S INVITEES, CONTRACTORS, OR GUESTS, WHICH OCCURS DURING THE TERM OF THIS AGREEMENT IN OR ABOUT THE PREMISES AND SUCH INDEMNITY SHALL BE APPLICABLE REGARDLESS OF WHETHER SUCH INJURIES OR DAMAGES IN CONNECTION WITH LESSEE'S USE OF THE PREMISES ARE CAUSED IN PART BY THE NEGLIGENCE OF ANY OWNER INDEMNIFIED PARTY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR ANY OWNER INDEMNIFIED PARTY.
  
9. Lessee agrees to use the Premises at his own risk and Lessor will not be liable for damage or injuries to Lessee or to Lessee's Craft while it is moored at the Premises, including damage arising from conditions of nature and acts of third persons. Lessee hereby certifies that he has acquired insurance specifying at least \$300,000 liability coverage naming Towne Lake Dock Company, LLC, Towne Lake CAI, and CW SCOA WEST, LLP, as an additional insured, and will keep such in force for at least the term of this agreement, insuring his property and person and those of his agents and guests for harm due to injuries or damages which may be sustained at the Premises or on the lake. Lessee will furnish Lessor with a copy of the declarations page of his insurance, updating the copy each time the policy is renewed. Lessee releases Lessor from any subrogation rights against Lessor set forth in that policy of insurance.
  
10. Lessee shall be responsible for the proper docking or fastening of his Craft, and the Lessor shall bear no responsibility for such. Lessee agrees to store dinghies and all other personal property aboard his Craft and not on walkways or in harbor.
  
11. Lessee and Lessee's guest shall follow the rules of safe boating within the Premises and shall operate boats so as not to create any disturbing wake. Lessee agrees to abide by all state and federal requirements related to maintaining clean waters and safe boating.
  
12. Any major repair or maintenance performed by the Lessee or Lessee's contractors must be performed outside the Premises. The Lessor will require a minimum that any outside mechanic, craftsman, or any other persons performing any work on Lessee's Craft while in or on the Premises, first provide Lessor with a certificate of liability insurance listing the Lessor as an additional insured.
  
13. All rental payments are due on the first day of each month and become past due on the tenth day of the month. Lessee agrees to pay in addition to the agreed rent, a service charge of 1.5% on an overdue balance not paid before the tenth of the month, not to exceed the maximum amount permitted by law. If slip rent becomes over 45 days in arrears, Lessor shall have the additional options of both terminating Lessee's lease and of securing Lessee's Craft and taking all the legal options at Lessor's disposal.
  
14. Lessee agrees that any notice to be given by Lessor may be given by mailing the notice to Lessee at the address below, and Lessee agrees to notify the Lessor promptly of any new mailing address.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee execute this agreement as of the day and year first above written.

**LESSOR:**

**LESSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

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

Phone: (Home) \_\_\_\_\_

Phone: (Alternate) \_\_\_\_\_