

# Marina - Harbor Boat Slip Application

Slip #: \_\_\_\_\_

Marina

Harbor *(select one)*

South Shore     Water Way

Vista Shore     Crossing

Waters Edge     Sunset Harbor

The Landing     Lakeshore

Date: \_\_\_\_\_

Security Deposit: \_\_\_\_\_

Prorated Rent: \_\_\_\_\_

1st Month Rent: \_\_\_\_\_

TOTAL: \_\_\_\_\_

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

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

Primary Phone: \_\_\_\_\_

Lot: \_\_\_\_\_

Email: \_\_\_\_\_

Block: \_\_\_\_\_

Section: \_\_\_\_\_

I am the registered owner of the boat: YES \_\_\_\_ NO \_\_\_\_

If NO, please explain: \_\_\_\_\_

I am submitting this application to lease a boat slip in a Towne Lake Harbor. If I am accepted as a Lessee, this application will become a part of the Slip Rental Agreement. All billings and notices are to be directed to me, and I will be responsible for all payments and obligations under the Slip Rental Agreement.

This application is made with the understanding that it is subject to acceptance by Towne Lake Dock Company, L.L.C. and the execution of a Slip Rental Agreement within 10 days after I am given notice of acceptance.

I understand that Towne Lake Dock Company I & II, L.L.C. will require confirmation of the boat information as given below, approval of the fitness of the boat, an approval of my credit. I agree to cooperate in all respects.

I understand that this application is received by Towne Lake Dock Company, L.L.C. without any obligation to accept it, and that it will be considered without any regard to race, creed color, or national origin.

Applicant: \_\_\_\_\_

By: Eva Ulmer

*Representative for Towne Lake Dock Company I & II, L.L.C.*

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

# Marina - Harbor Rules and Regulations

Private Harbors in Towne Lake are owned by Towne Lake Dock Company I & II, LLC and managed by CCMC. Residents can contact CCMC by phone at 281-213-4132 or via email to eulmer@ccmnet.com. In order to provide safety and comfort for all boaters, your adherence to the following is required:

1. Be considerate of the rights of others.
2. Harbor slips will be assigned by Towne Lake Docks, LLC (through Harbor management of CCMC) and may not be transferred or exchanged by lessee without prior written approval of Harbor management. After the first 60 days of lease, a \$50.00 fee will be charged for moving the boat from one slip to another. **OVERALL** length of the boat plus two (2) feet will define proper slip length.
3. Docks, piers, roadways and walkways are to be kept clear of supplies, equipment, **dinghies**, or any other obstructions. Hoses and electrical shore power lines must not cross boat slips or piers and must be stored immediately after use. Finger piers between boat slips are for the use of the vessels on each side. The location of the private gangway or steps, if any, should not be allowed to **block access to another vessel**.
4. All garbage is to be deposited in cans or bins as supplied for this purpose. Holding tanks or sewage must not be discharged within the Harbor.
5. Advertising signs or For Sale signs are strictly prohibited. Towne Lake Docks, LLC retains the absolute right to remove any such signs.
6. Each vessel must be operated carefully within the basins with **ABSOLUTELY NO WAKE**.
7. All boats are to be secured in slips with lines of sufficient size and condition with a minimum of two (2) bow, two (2) stern, and two (2) spring lines. Boat owners will be charged for any defective or broken lines replaced by Towne Lake Docks, LLC.
8. Boats must be kept in a seaworthy, clean and orderly condition and must not constitute a hazard. No vessel is to be fueled in any way in its boat slip nor is fuel to be transferred from one tank to another.
9. Should you plan to be absent from your slip for an extended period, please notify Harbor management. Harbor management reserves the right to use any berth during the temporary absence of any boat.
10. Dinghies and tenders may be stored on board vessels. Dinghies up to 10' l.o.a. may be kept in the water at the head of the slip as long as they are secured properly and cannot get under piers. According to availability, dinghies may be stored on the dinghy docks for the current fee. **NO DINGHIES ON FINGER PIERS**.
11. No swimming, diving is permitted from boat slips, finger piers, or boats in the harbor.
12. All children twelve (12) years of age or under are **required** to wear life jackets while on dock or other areas adjoining the water; children under ten (10) years of age **are not** permitted on the docks and finger piers without the immediate presence of their parents or other responsible adults. Parents will be held responsible for the behavior of their children. Complaints of unruly behavior or vandalism are taken seriously.
13. Pets are to be kept on a leash at all times while on the harbor premises, and they are to be toileted in designated areas only. Excessive barking will not be permitted.
14. Laundering and drying of laundry on finger piers, docks, or boat rigging are not permitted. Bicycles, motorcycles, skateboards and similar vehicles are not allowed on promenades, piers or docks.
15. **NO COOKING GRILLS ARE TO BE USED ON THE PIERS or DOCKS**.
16. No overnight parking of trailers, travel trailers, motor homes, work trucks, or any similar vehicles will be prohibited unless advance arrangements have been made with Harbor management.
17. Boat owners will provide their home and business address and contact telephone numbers to Harbor management as a mutually protective measure. **PLEASE NOTIFY THE OFFICE OF ANY CHANGE**.
18. Towne Lake Docks, LLC reserves the right, at the discretion of its management, to close the harbor to all incoming and outgoing vessels in the event of a tropical storm, hurricane watch, hurricane warning, or other adverse weather.
19. Slips will be leased to pleasure boats only. Boats must be in good condition (subject to inspection) and must be capable of entering under their own power.
20. Any boat which sinks in the harbor will be removed by the lessee.
21. The use of a boat slip is subject to all regulations of Towne Lake Harbors Rules herein. These regulations may be reviewed and modified from time to time. They are published and in effect. Any breach of any such rules and regulations constitute a breach of covenant of the slip rental agreement.
22. Lessee hereby gives permission to Harbor management to board his/her boat in emergency situations and agrees that no liability will be had by Towne Lake Docks, LLC or its agents for its act or failure to act.
23. The hiring of contractors by the lessee for services to be performed on the berthed boat is an arrangement separated and apart from the agreement between the lessee and Towne Lake Docks, LLC, but subject to all appropriate rules and regulations contained herein. **NO MAJOR REPAIRS** or alterations may be undertaken in the slip.

*Updated as of 5/9/2018*

# Boat Slip Rental Agreement

Subject to the ensuing terms hereof, on this the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, TOWNE LAKE DOCK COMPANY I & II, 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. 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

Updated as of 5/9/2018

# Boat Slip Rental Agreement

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:

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

Name: Eva Ulmer

Title: Administrative Coordinator

Address: 10000 Towne Lake Parkway  
Cypress, TX 77433

General Manager: \_\_\_\_\_

## LESSEE:

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Primary Phone: \_\_\_\_\_

# Important Information – Payment Options

Dear Homeowner:

At CCMC, we are constantly striving to provide important services to you. We are continuing to make available **direct debit, electronic checks** and **credit card** options for ease in payment of assessments.

## **Multiple Accounts**

When paying by mailing in your payment, or through your online bill payment service, it is imperative that separate checks and envelopes be used for each account. Each check should also list the account number to ensure timely and proper posting to the correct accounts. The remittance address for your mailed payments is:

**P. O Box 105260  
Atlanta, GA 30348-5260**

Please make sure you mail your coupon/statement stub with your payment.

Any payments that cannot be processed automatically by the payment processing service center will be processed by converting your paper check into an electronic check transaction.

## **Direct Debits**

We continue to make the direct-debit payment option available at no charge. **Please see attached application.** If you are set up for direct-debit and your assessment has changed, the new amount will automatically be deducted.

## **Electronic Checks & Credit Card Payments**

In order to use either of these two services, please visit our web-site at [www.ccmcnet.com](http://www.ccmcnet.com). On the Home Page, please select the tab titled "Pay Online" and follow the instructions. From there you will be linked to Smartstreet, the processing service center.

There is a **\$14.95** processing fee *per credit card transaction*. Please note there is no charge for electronic check transactions. American Express, Discover, Master Card and Visa will be accepted. If you have recurring electronic check payments with Smartstreet and **your assessment has changed**, it will be necessary to update your payment information with Smartstreet. If you wish to make any changes to your account with Smartstreet, you may access it through our website. CCMC and Smartstreet are not related companies. To comply with privacy laws, we do not share personal information.

## **Bill-Payment Services**

**If you are using a bill-payment service** please review your account number and remittance address. Many bill-payment services remit electronically and the correct account number is essential for proper posting. Your account number is twelve digits with no dashes or spaces. If your assessment has changed, you must also update your bill-payment processor.

Thank you for your attention to these matters. We value our clients' input and if we can be of further assistance, please call 1-866-244-2262.

Sincerely,  
CCMC

**AUTHORIZATION AGREEMENT FOR DIRECT DEBIT**

FOR: CCMC

I (we) hereby authorize CCMC hereinafter called Company, to initiate debit entries to my (our) Bank account indicated below at the depository named below, hereinafter called Depository, to debit the same to such account.

Depository Name:

CCMC as Agent of the Association  
8360 E Via de Ventura, Ste 100 Bldg L  
Scottsdale, Arizona 85258-3172  
(866) 244-2262

The authorization is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

I wish to:

- Establish a new Direct Debit Account
- Change the bank account my debits are drawn on
- Cancel my Direct Debit Account

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

Association Account #: \_\_\_\_\_ Start Date: \_\_\_\_\_

Association Account #: \_\_\_\_\_ Start Date: \_\_\_\_\_

Name(s): \_\_\_\_\_  
Please Print Please Print

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

Specify Checking  or Savings

Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

Signed: X \_\_\_\_\_ X \_\_\_\_\_

**PLEASE ATTACH A VOID CHECK (NOT DEPOSIT TICKET) & RETURN TO:**  
CCMC  
8360 E VIA DE VENTURA STE 100 BLDG L  
SCOTTSDALE, ARIZONA 85258-3172

Note: All written debit authorizations MUST provide that the receiver may revoke the authorization only by notifying the originator in the manner specified in the authorization.

**FOREIGN BANK ACCOUNTS ARE NOT ELIGIBLE FOR THIS PROGRAM.**