



LEASE FOR DOCKING SPACE or SLIP RENTAL

STATE OF TEXAS
COUNTY OF NUECES

This lease agreement is made and entered into this _____ day of _____, 20_____, at 4242 Laguna Shores Road, Corpus Christi, Nueces County, Texas, by and between Noneyo, Inc. d.b.a. Bluff's Landing Marina Bait and Tackle, being the "Lessor" and hereinafter also called the "Marina," and (Lessee Name) _____ whose address is _____, (State) (ZIP) _____ and telephone numbers are:

HOME _____ CELL _____ WORK _____

and Drivers License # _____ and State _____ and the craft described below who are jointly referred to hereinafter as the "Lessee." Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, docking space for a boat named _____ with a TX# _____, Manufacturer _____ Hull# _____ Engine Manufacturer _____, Outboard ID# _____. The lien holder on the craft is _____, Account # _____, address _____ (state), _____ (Zip) _____, hereinafter referred to as the "Craft," for a term beginning ____ / ____ /20____ and ending ____ / ____ /20_____ at the rental

of: (Choose one)

12 MONTH CONTRACT

- (1) \$ _____ per term indicated above, payable at time of execution; or
- (2) \$ _____ at time of execution of this Agreement and \$ _____ in 6 months from effective date; or
- (3) \$ _____ on the 1st day of every month until term is complete.

6 MONTH CONTRACT

- (4) \$ _____ per term indicated above, payable at time of execution.

MONTH TO MONTH

- (5) \$ _____ on the 1st day of every month until term is complete.

1) **Extended payment terms 2, 3, 4, and 5 above require the completion of the Bluff's Landing Marina Bait and Tackle Slip Rental Credit Card Authorization Form or post dated checks must be furnished to cover such future payments due.** By completing and signing this form, or furnishing such checks Lessee agrees that Lessor may charge the designated credit card as defined or deposit post dated checks as indicated..

(i) **Security Deposit.** Waived for 12 month leases paid in full at time of lease execution. A security deposit of \$300.00 is due on or before the execution of the Lease Contract. Said deposit is held by the Lessor as security for the terms and conditions hereof. If the Lessee shall fully perform all obligations, it shall be returned without interest to the Lessee within 30 days of the expiration of the lease agreement. However, in the event of a default under the terms of this lease, the Lessor may apply the deposit toward such default, including but not limited to, unpaid balance and/or physical damage to the slip (excluding reasonable wear and tear, weather, and acts of God, as provided herein). The Lessor shall be entitled to deduct from the deposit all

amounts reasonably necessary to repair such damage. The Lessee shall be liable for any repairs and/or cleaning which exceed the amount of the deposit.

2) Lessee accepts the Premises "AS IS" WITH ALL FAULTS AND DEFECTS, AND LESSEE HEREBY WAIVES ALL WARRANTIES OF SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE. Lessee acknowledges and represents to Lessor that Lessor has not made, that Lessee is not relying upon, any representations, warranties or promises of any kind or character whatsoever with respect to the Premises, the condition of the Premises or any other matter or thing related thereto. Lessee shall at all times during the term hereof maintain the Premises in as good condition as Lessee received the premises, clean and sanitary, and shall remove all rubbish, garbage and other refuse. Lessee agrees to store water hoses properly for safety reasons. Dock boxes must be kept shut and locked at all times. Locks can be purchased at the bait and tackle store. The maintenance of the boat slip lift mechanism will be in working condition according to the Boat Slip Lift Checklist (Exhibit A) upon execution of this lease agreement. Lessee is responsible for maintaining the lift at the Lessee's own cost (see Exhibit B). Lessee may contract with the Marina's staff maintenance personnel to make any necessary repairs by contacting the Marina office. Lessee shall reimburse Lessor upon demand for all repairs of the Premises occasioned by any act or negligence of Lessee or Lessee employees, guest invitees, representatives or agents, or by any other person entering the Premises with the express or implied invitation of Lessee or arising out of Lessee's use of the Premises. Lessee shall properly use and operate all electrical fixtures in a manner which will not endanger the property of the Marina or others. Lessee shall not alter or improve the Premises without written consent of Lessor, and any and all alterations, additions, improvements or fixtures made or placed in or about the Premises shall upon expiration of the Term of this Lease become property of Lessor without compensation to Lessee, provided that such alterations, additions, improvements and/or fixtures shall at the request of Lessor be promptly removed by Lessee prior to such termination at the cost of Lessee and the Premises shall be restored by Lessee to their original condition.

3) Notice must be given at the office of the Marina, prior to the permanent removal of said Craft from the water. In the event that said Craft changes ownership, the Marina must be notified on the day of said change of ownership and the new owner must (unless written waiver is given by the Marina) sign a new moorage agreement FOR NOT LESS THAN THE EXISTING SLIP TERM.

4) LESSEE AGREES THAT ALL CHARGES ACCRUING 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. 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. THIS SECURITY INTEREST INCLUDES ALL COSTS OF SECURING THE CRAFT.

5) The Marina 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, that the Marina 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 Marina in the removal and/or storage of said Craft. The Lessee 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 10 days of Lessee's delinquency/breach in order to protect Marina's Lien interests. Lessee grants Marina permission to do so as may be required to protect Marina's lien interests.

6) The Lessee agrees to pay attorney's fee and other costs incurred by the Marina for the collection of any unpaid account due said Marina by the Lessee including but not limited to impoundment fees, storage fees, environmental clean up fees and transport fees.

7) The Marina reserves the right to terminate this moorage agreement without cause and without prior notice to the owner of said Craft.

8) Lessee shall have no right to cancel, sublease, assign, or otherwise transfer this lease or any interest he or she has in said lease.

9) Lessee shall be entitled to reasonable use of the parking lot facilities belonging to the Marina adjacent to the assigned slip. Lessee may park on marina property only while at the marina or while out on their boat. Any extended length of parking must be approved by Marina Manager in writing. Lessee may use limited electricity, furnished by the marina, for the use in connection with Lessee's boat. The Marina reserves the right to set the limits on such use and charge for any excessive usage, or to require Lessee to be separately metered. Marina makes no warranty that electricity will be available at any or all times.

10) Admittance to the Marina and slip area is restricted to the Marina's customers and their guests only.

11) Lessee agrees to and shall indemnify and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of Lessee or Lessee's guest or invitee, or for damages to any property of Lessee or Lessee's guests or invitees arising out of or in connection with obligations of Lessor under this contract, where such injuries, death or damages are caused by Lessor's sole negligence or the joint negligence of Lessor and any other person or entity.

12) Lessee further agrees to and shall indemnify and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind related to environmental damage caused by a discharge, whether voluntary or accidental, of hazardous materials from Lessee's boat.

13) Lessor shall not be liable for damage to Lessee's boat while it is moored in the Marina, including damage arising from conditions of nature and acts of third persons. Lessee hereby certifies that he has acquired insurance naming Marina as an additional insured and will provide a certificate to Lessor. Lessee will keep such in force for at least the term of this lease, insuring his property, and person and those of his agents and guests for harm due to injuries or damages which may be received at the Marina. Lessee releases Marina from any subrogation rights against marina set forth in that policy of insurance.

14) Lessee shall be responsible for the proper mooring or fastening of his Craft, and the Lessor shall bear no responsibility for such.

15) Lessee grants Marina personnel permissions to move Lessee's property from the assigned slip for the purposes of slip or equipment maintenance and or transfer to another slip with the Lessee's permission.

16) Lessee agrees to store dinghies and all other personal property aboard his Craft and not on walkways or in harbor. Lessee will place all trash in the receptacles provided for that purposes and will keep walkways clear from obstruction of any kind. Fishing is restricted on marina property at all times. Fish will be cleaned only at the fish cleaning facility provided.

17) Lessee and Lessee's guests shall follow the rules of safe boating within the Marina 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. Lessee agrees not to transport any fuel over the docks or Marina Property.

18) Lessee understands that the Marina is a commercial endeavor of Lessor and, therefore, Lessee hereby agrees to refrain from any commercial action competitive with the interest of Lessor on the Marina premises. Yacht Brokers are prohibited from and will not be allowed to show or demonstrate Lessee's Craft or any boat within the confines of the Marina. Lessee may individually negotiate the private sale or trade of the aforementioned Craft. "For Sale" signs shall not be displayed on the Craft by Lessee while such is within the Marina without the written permission of the Lessor. Lessee will not operate boat rentals or charter parties from the Marina, unless Lessee is commercially licensed from the U.S. Coast Guard and has written approval from Lessor.

Slip # _____

Customer Initials _____

Dated _____

19) Lessee may not personally perform repair or maintenance on the Craft while the Craft is moored within the Marina, unless express written permission is granted by the Lessor. Any repair or maintenance performed by Lessee must be performed outside the Marina premises. Major repair or maintenance to the Craft within the Lessor's Boat Service Yard shall be performed only by Lessor's personnel unless written permission is obtained from the Lessor. The Lessor will require at a minimum that any outside mechanic, craftsman or any other persons performing any work on Lessee's craft while in or on the premises of Lessor, first provide Lessor with a prepaid standard certificate of workman's compensation and liability insurance listing Lessor as an additional named insured.

20) All Lease payments are due on the first day of each month and become past due on the fifth day of the month. Lessee agrees to pay in addition to the agreed rent, a late charge of **\$25.00** for each month in which rent is not paid before the fifth of the month. If slip rent becomes over 45 days in arrears, Lessor shall have the additional options of both terminating Lessee's lease and of removing Lessee's Craft from its slip and securing it at the temporary wharf, where it shall incur dockage or storage fees of **\$25.00** per day, which Lessee agrees to pay in addition to any other charges and rights set out in this contract.

21) This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligation of the parties created in this agreement are performable only in Nueces County, Texas, and it is agreed that venue shall only be in such County. This written contract is the sole and only agreement in effect between the parties and no other representation or warranty has been made by either party that is not contained in this agreement. This agreement may only be amended in writing with the signatures of each party on such amendment.

22) Lessee agrees that any notice to be given by Lessor may be given by mailing the notice to him at the address below, and Lessee agrees to notify Lessor promptly of any new mailing address.

23) Lessee shall provide Lessor with a set of main door or hatch and ignition keys. Lessor will enter the vessel only for required water authority inspection, for emergency service, or for slip maintenance purposes. Lessor shall not be obligated to render emergency service to lessee's vessel but if in the sole opinion of Lessor, Lessee's vessel poses a danger to Lessor's property or other tenants, Lessor shall be authorized to perform the necessary work to remove the threat of danger caused by the vessel, including but not limited to its removal from the water.

24) Lessee agrees that at the end of term of this lease, if a renewal lease is not executed and the craft is not removed from the Marina, this lease agreement shall, at the sole option of the Marina, continue as a month to month lease at a rental rate of one and one half times the monthly rental rate set forth in this lease.

Slip # _____

Customer Initials _____

Dated _____

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

LESSEE:

Name: _____

Signature: _____

Date: _____

Address: _____

Work Telephone: _____

Facsimile: _____

Email Address: _____

Home Telephone: _____

Mobile Telephone: _____

LESSOR:

Noneyo, Inc.
DBA Bluff's Landing Marina Bait & Tackle

Signature: _____

Date: _____

Address: 4242 Laguna Shores Road

Corpus Christi, Texas 78418

Marina Telephone: (361) 937-7100

Marina Facsimile: (361) 937-7101

Email Address: infor@bluffslanding.com

Slip # _____

Customer Initials _____

Dated _____

EXHIBIT A: Boat Lift Checklist

The boat lift checklist is to be completed by a Marina employee and approved by the Lessee upon execution of the Boat Slip Lease.

Inspection Performed by: _____

Date of Inspection: _____

- 1. Motors: _____
Maintenance Needed: _____ Yes _____ No
Maintenance Completed on: _____
- 2. Pulleys: _____
Maintenance Needed: _____ Yes _____ No
Maintenance Completed on: _____
- 3. Cables: _____
Maintenance Needed: _____ Yes _____ No
Maintenance Completed on: _____
- 4. Pipes: _____
Maintenance Needed: _____ Yes _____ No
Maintenance Completed on: _____
- 5. Key/Electrical Switch: _____
Maintenance Needed: _____ Yes _____ No
Maintenance Completed on: _____
- 6. Straps: _____
Maintenance Needed: _____ Yes _____ No
Maintenance Completed on: _____

Representative Bluff's Landing Marina

Date

Lessee

Date

EXHIBIT B: Lift Maintenance Instructions

Routine maintenance will keep the lift operating at peak performance. Failure to regularly maintain the lift could result in system failure, personal injury, and damage to the lift and boat.

The following materials are needed for routine maintenance:

- Lubricating Spray
- Grease Gun and Waterproof Grease (use a Marine grade or lithium grease)
- Rust Resistant Spray Paint

These materials are available at the marine bait and tackle store.

I. Routine Lubrication

NOTE: All areas requiring lubrication should be maintained as specified and sometimes more frequently depending upon use the lift and the part(s) being serviced.

1. WINCH: (DECO, CONCEPT, BEAMLESS Models) The Gear box is totally enclosed in a sealed oil bath There is a grease nipple located on the back of the gear box, where the drive pipe enters, that should be greased quarterly.
2. WINCH: (MAXI Model) The large gear under the white cover should be lubricated on a monthly basis with a marine, waterproof grease.
3. PILLOW BLOCKS: The Pillow Blocks through which the Torque Tube drive runs should be lubricated on a quarterly basis with a marine, waterproof grease.
4. PULLEYS: Once a month grease or spray a waterproof lubricant on the pulleys and stainless steel bolts that the pulleys turn on.

II. Routine Maintenance

1. LOWER CRADLE: A fresh water rinse should be done after each lift. Hose off lower cradle including pulleys and cables and confirm that no floating debris was picked up during the lifting process.
2. CABLES: Cables have a limited operating-life and, depending upon usage, will need to be periodically replaced. Inspect cables and fittings monthly for any signs of rust, wear, **fraying** or damage. If any of these signs appear **notify marina personnel immediately** to insure safe operation of your lift.
3. PULLEYS: Check tightness of pulley nuts every six months (do not over tighten, pulley must spin freely). Remove and examine pulleys for wear on a yearly basis. Replace if necessary.
4. BELTS: Check motor/ Gear box belt tightness every six months.