

# Flowing Wells Marina Marina Berthing Lease

This lease is made on \_\_\_\_\_, 20\_\_\_\_\_, between Flowing Wells Marina, of Grayson County, Texas, hereinafter referred to as "Marina" and \_\_\_\_\_, city of \_\_\_\_\_, state of \_\_\_\_\_, hereinafter referred to as "Boat Owner". Marina hereby leases to Boat Owner and Boat Owner takes by hire from Marina, that certain portion of Marina's piers known to Marina as brokerage slips, a covered or open berth or slip subject to the terms and conditions set forth herein:

Owner's Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Alt. Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Length: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Beam: \_\_\_\_\_ H.P.: \_\_\_\_\_  
Registration Number: (TX or OK) \_\_\_\_\_  
Boat Name: \_\_\_\_\_

For the use of said berthing or slip space, Boat Owner shall pay to the Marina upon execution hereof the initial sum of \$\_\_\_\_\_ as rental for the current month or portion thereof; Thereafter, Boat Owner shall pay to the Marina monthly in advance commencing on the first day of \_\_\_\_\_, 20\_\_\_\_ and thereafter on or before the first day of each succeeding month the sum of \$\_\_\_\_\_, at the Marina Office located in Grayson County, Texas and whose address is Flowing Wells Marina, 3217 Flowing Wells Road, Pottsboro, Texas 75076. Monthly payments are considered late if not received by Flowing Wells Marina before the first of each month and a late payment fee of \$20.00 per month will be levied on the second of each month. This rental agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THIS LEASE IS A MINIMUM OF (30) THIRTY DAY LEASE AND SHALL CONTINUE IN EFFECT THEREAFTER, FROM MONTH TO MONTH SUBJECT TO TERMINATION BY EITHER PARTY, BY THE GIVING OF (30) THIRTY DAYS NOTICE TO ALL PARTIES TO THIS LEASE BY MAILING SAID WRITTEN NOTICE TO THE PARTIES' ADDRESS AS STATED HEREIN.

Boat Owner agrees that the Marina shall have a maritime lien in addition to a contractual lien and a warehouseman's lien on Owner's vessel for unpaid slip or berth rental charges in addition to all other liens or remedies provided by law or equity. Marina's lien shall attach to said vessel upon the date which the slip or berth rental charges become due and owing on said vessel.

Furthermore, Boat Owner agrees that the Marina may retain said vessel of Boat Owner until the liens for rental charges are released by the payment of said charges and further agrees that no cause of action shall accrue to any person against the Marina, its agents or employees resulting from the restraint of said vessel. If the liens against the vessel have not been satisfied within (30) thirty days from the date upon which the liens attached, notice to redeem the vessel shall be sent by certified mail to the Boat Owner's last known address notifying Boat Owner that if the Owner fails to discharge the liens within (10) ten days from the date of receipt of said notice, then Marina shall foreclose and execute said liens. If rental charges or charges for labor or material furnished to Boat Owner's boat become overdue for more than (30) thirty days, Boat Owner and Marina agree that Marina may charge interest upon said unpaid charges at the rate of (18%) eighteen percent per annum computed monthly plus \$20.00 per

Owner Initial/Date \_\_\_\_\_ Agent Initial/Date \_\_\_\_\_

month billing fee levied on the first of each month account remains unpaid until account is brought current.

Boat Owner also agrees to abide by the Marina rules as posted at the Marina and as held in the Marina Office.

Boat Owner covenants to exercise due care in occupation of the leased or space and to vacate the same in good condition, wear and tear occasioned by normal use only accepted. Boat Owner shall indemnify and hold harmless the Marina from and against all claims, actions, proceedings, damages and liabilities including attorneys' fees and collections, arising from or connected with Boat Owner's possession and use of the leased premises, and marina and yacht bases facilities.

Maintaining a clean vessel while vessel is listed for sale and/or in brokerage slip is of the utmost importance to both seller and prospective buyers. During peak season, April 1<sup>st</sup> through September 30<sup>th</sup>, a bi-monthly cleaning of vessel is required; during off season, a monthly cleaning of vessel is required. If you do not wish to maintain your own cleaning schedule, the Marina will provide cleaning of your vessel at \$1.00/foot and cleaning will be billed on a monthly basis.

Electricity use will be billed to boat Owner along with a \$20.00 fee for meter reading and billing. This will be billed on the monthly statement quarterly or at the termination of lease.

Boat Owner hereby acknowledges that he has read said lease agreement including the terms hereof; That he understands the provisions of said lease agreement; and that said lease agreement is the full complete and final agreement between Boat Owner and Marina. Furthermore, Marina and Boat Owner hereby certify that said lease agreement has been executed in duplicate and that each party has received a copy of said lease agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Flowing Wells Marina

By It's Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Boat Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Initial/Date \_\_\_\_\_ Agent Initial/Date \_\_\_\_\_