

Marina Slip Lease

Date:

Boat Information

Boat Name _____

Boat Type _____

Serial Number _____

Lessee Information

Name _____

Phone _____

Email _____

Address: _____

Rental Details

Start Date _____

End Date _____

Yearly Fee \$600.00

Terms and Conditions

1. Limit on use

This agreement only allows dockage of the vessel described in this contract. If Lessee desires to dock a vessel other than the one described herein, Lessor must be notified in writing prior to the vessel being docked.

2. Extension

This agreement may be extended by Lessor provided all fees are paid and Lessee has abided by all the rules and regulations of the marina. The slips are only available on an annual basis.

3. Termination

a. Termination by Lessee

If Lessee wishes to terminate the lease, notice must be given to Lessor at least thirty (30) days prior to termination. Upon notification the Lessee must remove the vessel by the end of the lease period or additional charges will apply.

b. Termination by Lessor

(I) For cause. The Lessor may terminate this agreement for cause if lessee violates any terms or conditions of the agreement. The marina rules are attached and hereby made a part of this agreement. The Lessor may terminate the agreement with three (3) days notice, without waiving any rights hereunder. Lessee must remove the boat by the end of the notice period or the Lessor may remove it and the Lessee shall be responsible for any costs incurred.

(ii) Not for cause. The Lessor retains the right to terminate this agreement without cause, at any time, upon ten (10) days written notice to the Lessee. In such cases, any charges, fees, or prepaid expenses shall be prorated and the balance returned to the Lessee. Lessee shall remove their boat by the termination date.

4. Damages

Any damages that occur to the slip as a result of the Lessee or Lessee's boat will be the sole responsibility of the Lessee. Should Lessee fail to repair the damages to the satisfaction of Lessor, Lessor has the right to make the repairs and Lessee agrees to pay those costs plus reasonable administrative fees.

5. Risks

Lessee acknowledges that unforeseeable and uncontrollable risks exist when parking the vessel in Lessor's slip, such as winds, water flow, or foul weather and agrees the Lessor bears no responsibility for any damages that occur as a result.

6. Rules and Regulations

Lessee agrees to be bound by the most current POA of Sterling Shores, Inc. rules and regulations that have been set forth and provided to Lessee in tandem with this agreement and available on the POA of Sterling Sores, Inc. website at all times. All agreements and forms must be completed and approved prior to the vessel arriving at the marina.

The rules and regulations may be lawfully changed from time to time at the sole discretion of POA of Sterling Shores, Inc. Lessee agrees that it is their responsibility to be aware of the rules and regulations in effect at all times.

7. Insurance

Both Lessee and Lessor are responsible for maintaining the appropriate insurance coverage for the slip and the vessel respectively at all times. The Lessee's personal property is not covered against loss, theft, and/or negligence by the Lessor's insurance.

8. Waiver and Release

Lessee agrees that Lessor may not be held responsible for any liabilities, including but not limited to accidents, injuries, loss of property, and/or death of any person.

9. Severability

If any provision of this agreement should be held to be void, voidable, or unenforceable by the appropriate courts, the remaining portions hereof shall remain in full force and effect.

The parties signing this document hereunder agree that they have read and understand the agreement, and agree to all the terms and conditions contained herein.

Signed:

Lessee: _____

Print Name _____

Lessor: POA of Sterling Shores, Inc.

By: _____

Marina Rules

1. Licensee and their guests agree to conduct themselves in a manner that will not interfere with other vessel owners or the normal business operations of the Marina. Consideration must be given to others as to language, actions and noise, and other disruptions, especially between the hours of 8 pm and 8 am.
2. No lifeguards or lake patrols are on duty to assist distressed swimmers, boaters, skiers, or fishermen.
3. Licensee must keep the Boat Slip free of trash and other debris, and in a clean and neat condition and in good repair.
4. All boats stored in the marina must be on a suitable lift to ensure the slips are not damaged.
5. No overhead lifts are allowed.
6. The licensee must provide it's own mooring lines of proper size and condition to safely secure the vessel. All boats must be properly moored and tied with adequate lines so as to prevent damage to other boats, docks, or pilings.
7. Licensee shall not store any supplies or equipment on walkways or docks, or construct any structure, mount any equipment, TV antennas, or install any carpet on any dock or finger pier. Approved lockers may be installed in approved locations with permission from the licensor and the P.O.A. Unauthorized items will be removed and disposed of by the Licensor or the P.O.A. at the Licensee's expense and risk.
8. Cooking devices other than those installed by the manufacturer of the vessel may not be used in the Marina or on the lake.
9. The use of portable heaters is prohibited.
10. Licensee may not discharge the contents of the heads aboard the vessel while in the lake or on P.O.A. property. No refuse may be dumped in the lake.
11. Children under the age of 13 must be accompanied by an adult and wear approved life preservers while on the dock or near the shoreline at all times.
12. Licensee must comply with all Marina, Titus County Fresh Water Supply District, and all applicable Texas and Federal regulations, rules and ordinances.
13. Boaters must use caution when operating the vessel on the lake. There are shallow areas, stumps, and submerged trees which may make boating, skiing, or other use of the lake hazardous.
14. Licensee acknowledges that Licensor makes no representation regarding the adequacy of water levels for ingress and egress. Licensor is not responsible directly or indirectly for damage resulting from low or high water levels.
15. No open flames are allowed in the Marina.

16. "For Sale" and/or any other form of advertisement will not be displayed by Licensee unless specifically authorized in writing.

17. All rules and conditions of the Declarations of Covenants, Conditions, and Restrictions of Sterling Shores shall apply to Licensee.

18. No swimming is allowed in the marina or boat area, and fishing is permitted from the fishing pier only.

19. All Federal and State laws shall apply.

The P.O.A. of Sterling Shores, its employees and agents are not responsible for accidents or injuries that may occur. All activities in and around the Marina and Lake Bob Sandlin are done at your own risk.