

**WEST BEACH MARINA**  
**Space Rental Agreement**

This agreement is for a period of \_\_\_\_\_ commencing on \_\_\_\_\_.

This agreement is automatically renewed for the same length period commencing upon the end of the previous period unless Lessee provides a 30 day written cancellation notice to Lessor. After the initial period, rates are subject to change as of April 1<sup>st</sup> of each year. Lessor will give Lessee at least 30 days notice of any rate changes and payment terms. Space rental payments are due on the 1<sup>st</sup> day of each month. Lessee agrees to pay a late fee of \$10 for each month in which the rent is not paid in full by the 10<sup>th</sup> day of each month. Lessor may not send a monthly invoice and it is the Lessee's responsibility to send the monthly payment on time. Checks are payable to West Beach Marina at 17317 West Beach Road, Austin, Texas 78734.

The term "Marina" as used herein includes all real property, personal property and water surface that is owned, leased and/or controlled by the Lessor. Lessor as used herein means West Beach Limited Partnership and its General Partner, West Beach Marina Corporation. The term "Property" as used herein means Lessee's vessel, contents thereof, motor, trailer, boat lift, vehicle and any other property at the Marina.

A Storage Lien and the means of satisfying said lien are provided for under the State Property Code. **Lessee agrees that all charges accruing under this agreement shall give Lessor an express lien upon Lessee's Property. Lessee hereby grants Lessor a security interest in Lessee's Property to secure said lien.**

In addition to the foreclosure procedures of the State Property Code, Lessee further grants Lessor the right to sell all or part of Lessee's Property at a non-judicial sale to cover rents and other amounts due Lessor in the event that any amount due becomes delinquent by more than 90 days. No Property shall be removed from the Marina by Lessee until all amounts due are fully paid. Lessor is granted the right to secure Lessee's Property from removal until all amounts due are paid. If space rent becomes past due by 45 days or more, Lessor shall have the option of terminating this agreement and/or removing Lessee's Property from the Marina and storing the Property at another location where it will incur additional storage fees of \$20 per day. Lessee agrees to pay attorney fees, removal fees, storage fees and all other costs incurred by Lessor for the collection of amounts due to Lessor. Lessee hereby releases Lessor from any loss or damage to Lessee's Property while it is in the possession of Lessor.

Lessor may terminate this Space Rental Agreement with or without cause and with or without prior notice to Lessee. If Lessor terminates this Space Rental Agreement then Lessor may remove Lessee's Property from the space and/or Marina without being liable for any damage or loss to Lessee's Property.

It is specifically agreed that this agreement allows Lessee to store his/her Property at the Marina, but does not grant Lessee the right to any specific space. The Lessor shall designate which space is to be used by Lessee and may change the space to be used at any time. Lessee may not assign, transfer or permit the use of the assigned space to any other party without the express written consent of Lessor. Lessee will notify Lessor of any extended space vacancy of one week or more. Lessee will not receive a credit or refund for periods that Lessee's Property is not at the Marina.

Lessor makes no warranties, representations or guarantees as to the condition of the rental space or any other part of the Marina. LESSOR DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE IN CONJUNCTION WITH LESSEE'S USE OF THE MARINA. Lessee agrees to lease the space and use the Marina on an "AS IS" basis. Lessor does not guarantee the continuity of electrical, water, other utilities and services. Lessor may set limits and/or fees for the use of electricity, water or other utilities and services.

Lessee may not use the Marina for any commercial purpose without the express written consent of Lessor.

In the event there is an ownership change in any of Lessee's Property, Lessee agrees to notify Lessor on or prior to the day of ownership change and the new owner of the Property must sign a new Space Rental Agreement or immediately remove the Property from the Marina. The sale of Lessee's Property shall not terminate this agreement unless agreed to in writing by Lessor.

Lessor shall not be liable for any damage to or loss of Lessee's Property including but not limited to damage due to acts of nature, fire or third persons. Lessee hereby certifies that Lessee has acquired and will keep in force for the term of this agreement, insurance on Lessee's property, person and his agents and guests for harm due to injuries, loss, damages and death which may be received at the Marina. Lessee agrees to list West Beach Marina as an additional insured on Lessee's insurance policies and provide Lessor with a current copy of Lessee's insurance certificates.

Lessee's Initials \_\_\_\_\_

This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations created in this agreement are performable in Travis County, Texas and the venue of any dispute shall be in Travis County, Texas. Should any term or condition of this agreement be held void or unenforceable then that term or condition shall be deemed severed from this agreement and the enforceability of the remainder of the agreement shall not be affected and will remain in full force and effect.

**Lessee agrees to and shall release, indemnify and hold harmless Lessor, its General Partner, officers, agents and employees from and against any and all claims, losses, damages, causes of action, lawsuits and liability of every kind including but not limited to all expenses of litigation, court costs and attorney fees for injury to or death of Lessee or Lessee's guests and invitees and for damages or loss to any Property of Lessee or property of Lessee's guests and invitees arising out of or in connection with the Marina or the obligations of Lessor under this agreement, including where such injuries, death, loss and damages are caused by Lessor's sole negligence or by the joint negligence of Lessor and any other person or entity.**

**Lessee agrees to and shall release, indemnify and hold harmless Lessor, its General Partner, officers, agents and employees from and against any and all claims, losses, damages, causes of action, lawsuits and liability of every kind related to any and all environmental spills, discharges or damages caused by or from Lessee, Lessee's Property, Lessee's guests, invitees, agents, or persons performing any work on Lessee's Property.**

Lessee agrees to abide by the Rules and Regulations that are available at the Marina Office. The Rules and Regulations may be amended from time to time by Lessor at Lessor's sole discretion. This agreement together with the Rules and Regulations of the Marina contain the entire understanding between the Lessee and Lessor and no other representations or agreements either verbal or written have been made. This agreement shall become effective immediately upon Lessee making any use of the Marina or upon Lessee's Property being at the Marina prior to the commencement date written above.

Lessee agrees that any notice to be given by Lessor may be mailed to the Lessee's mailing address and/or email address listed below. Lessee agrees to promptly notify Lessor in writing of any mailing address, email address or phone number change.

Special Terms and Conditions:

The Lessee and Lessor execute this agreement to be effective as indicated in the first paragraph of page 1 hereof.

Lessee's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

Email \_\_\_\_\_

Slip# \_\_\_\_\_ Monthly Rate \_\_\_\_\_ Deposit \_\_\_\_\_

Lessee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Lessee hereby acknowledges that this agreement has been read and the terms and conditions set forth are fully understood.

West Beach Limited Partnership

By: West Beach Marina Corporation, General Partner By: \_\_\_\_\_ Date: \_\_\_\_\_

#### Informational Purposes

Boat Make \_\_\_\_\_ Length \_\_\_\_\_ Color \_\_\_\_\_

Trailer \_\_\_\_\_ Color \_\_\_\_\_ # of Axles \_\_\_\_\_