

5.4

Padre Island Yacht Club Marina Docking Lease Agreement

Date of Request: _____

Lessee (Owner) Name: _____

Home Address: _____

Home Phone Number: _____

Mobile Phone Number: _____

Business Phone number: _____

Email: _____

Name of Boat: _____ Home Port: _____

Make of Boat: _____ Type of Boat: Sail _____ Power _____

Length: _____ Beam: _____ Draft: _____ Hull Color: _____

Documentation Number: _____ Exp. Date _____

State Registration Number: _____ Exp. Date _____

Before a slip can be leased, and as stated in the Terms of Agreement and brought forward here for clarity,

- a) The owner's vessel shall be currently registered and/or documented, marked and maintained as required by Local, State and Federal regulations.
- b) The owner/lessee shall have his vessel insured by liability insurance of not less than \$100,000.00 and will be held responsible for damage caused to other vessels in the PIYC Marina or to the structures thereof.

The following will accompany this application:

- c) A copy of the current insurance binder (proof of liability insurance) of not less than \$100,000.00 in the owner's name.
- d) A copy of the vessel's current registration and/or federal documentation in the owner's name.

Terms of Agreement:

- a) The Dock Master assigns slips and can reassign slips as necessary to accommodate a fit between boat size and slip size.
- b) Leased Slips are for family status members in good standing.
- c) Length of Lease: 6 months and then month by month.
- d) Security/Energy Deposit - \$150.00
- e) Security/Energy deposit is refundable at end of lease, if current.
- f) Lease Rate is: \$140.00 monthly, quarterly \$405.00 (\$135/month) or annually \$1560.00 (\$130/month) plus \$ 5.00 per month minimum charge for electricity and water.
- g) Lease payment is due upon receipt of the dock invoice and is delinquent on 30th day of the month. A \$25.00 per month late charge will apply 15 days later.
- h) An NSF check fee of \$50.00 will be charged for each attempt to process an NSF Check.
- i) A Member/slip tenant's account becomes delinquent if the account has not been paid prior to the close of business on the thirtieth day of the month for which the dues is due. An "arrear" note will be added to subsequent statements.
- j) If the delinquent account has not been paid in full by the 60th day from the date of delinquency, termination of the nonpaying Members slip rental contract and Membership without further action shall occur. Notice of termination will be mailed with the third delinquent billing. Termination shall be deemed "in bad standing."
- k) A tenant's refusal or failure to pay shall cause cancellation of the tenant's slip rental contract.
- l) In the event of an abandoned vessel, PIYC has the right to seek legal counsel for disposition of vessel.
- m) Liability: All boats must have a minimum of \$100,000.00 Liability coverage to protect the docks and other boats in the marina. The Liability coverage is to be in force at all times during the lease.
- n) The owner's vessel shall be currently registered and/or documented, marked and maintained as required by Local, State and Federal regulations.
- o) A copy of a Current Insurance Binder, a copy of the vessel's registration or federal documentation in the owner's name, and a check for the Security/Energy Deposit and the first month's rent, electricity, in the amount of \$280.00, must accompany the signed Lease Agreement.
- p) All boat owners shall annually provide verification of current registration and insurance to the Dock Master upon request.
- q) Padre Island Yacht Club does not accept any responsibility for the loss and/or damage to or on any tenants' boats while docked in the Padre Island Yacht Club Marina.

r) After the first 6 months of the lease, the slip tenant may cancel the slip rental contract provided notice is given in writing to the Vice Commodore at least thirty (30) days prior to the date he intends to vacate his assigned slip.

s) The slip rental deposit may be forfeited when the tenant fails to give the Vice Commodore at least thirty (30) day's notice of his intention to vacate his assigned slip and/or when any part of his slip rental becomes delinquent.

t) No water craft whatsoever which is being used by the persons aboard as a dwelling unit shall be permitted to moor, tie up or anchor at PIYC except Visitors with approval from the Dock Master.

u) As used in this section:

1. Dwelling means any water craft which is being used as a permanent abode or residence in which a person or persons have the intention of remaining.

2. Visitor craft means a vessel that does not occupy a boat slip at PIYC by virtue of any contractual agreement with PIYC or other authorized entity.

3. Visitor slip means any boat slip occupied by a Visitor craft.

v) A regular slip tenant may stay aboard his/her craft while the craft is tied up, moored or anchored within the marina at the approved assigned slip provided:

1. The total stay aboard days shall not exceed a total of fifteen (15) days during any calendar month.

2. Further provided the regular slip tenant complies with all other rules and regulations of PIYC during the temporary stay aboard.

w) Use of a water craft other than a Visitor craft for more than fifteen (15) days during any calendar month as a dwelling is prohibited.

x) PIYC may at any time cancel the slip rental contract when the tenant fails to comply with the provisions of the slip rental contract.

y) Sub-letting of the slip by the lessee is not permitted.

z) Slip renter may let another club member use his/her slip one day at a time. However, use may not exceed 30 days.

I have read and agree to comply with all the PIYC Rules of the Dock and the conditions of the PIYC Marina Docking Lease Agreement.

Lessee: _____

Date: _____

Vice Commodore: _____

Date: _____

Dock Master: _____

Date: _____

Slip Number _____

5.4.1

Padre Island Yacht Club Marina Rules of the Dock

The Vice Commodore or his/her representative assigns slips and can reassign slips as necessary to accommodate a fit between boat size and slip size.

- a) Slips are for family status members in good standing.
- b) Hazardous materials (fuel, lubricants and other substances including batteries) may not be discharged into the water or the trash receptacles.
- c) No raw sewage, garbage, junk, waste, oil or any other substance whatsoever which might pollute or damage the aesthetics or the water quality shall be deposited or permitted to be deposited in the waters of the marina area.
- d) Do not remove, alter or add anything to the Docks without the approval of the Vice Commodore.
- e) The docks may NOT be used for commercial ventures.
- f) Sub-letting of the slip is not permitted.
- g) Slip renter may let another club member use his/her slip one day at a time. However, use may not exceed 30 days.
- h) If a boat should sink in the Marina or adjacent waters, the owner agrees to refloat or remove the boat within 30 days or be billed for the expense of the removal.
- i) No dinghies are allowed to be left on the docks or on the grass land next to the docks.
- j) No water hoses are allowed to be left lying on the Dock. They must be hung up appropriately.
- k) Boats must be tied with lines that are appropriate for the size of the boat. Recommended minimum: ½ inch. Additional mooring and chafing gear must be applied during a threat of a Named Storm.
- l) Boats must have all lines and halyards secured away from the mast to minimize noise.
- m) Owners must routinely check their boats to assure that the boat is properly tied and no lines have frayed. Docks, deck, rigging, boat exteriors and hulls must be kept in a neat and orderly appearance.
- n) Do not use city water to run air conditioning or refrigeration units.
- o) Dock boxes will be provided by PIYC at slip renters expense. There is a 150 pound total weight limit for items stored in the Dock Boxes
- p) Guest Dockage 14 days max., subject to approval of Dock master. Fees: Visiting boats, \$10.00/day + \$4.00/30 amp outlet. Members, 2 free days then \$5.00/ day + \$4.00/30 amp outlet.

Date: _____

Lessee: _____