

Member #: \_\_\_\_\_

HOUSTON YACHT CLUB

MARINA SLIP RENTAL AGREEMENT

Revised April 2017

Date Contract Starts: \_\_\_\_\_

Member Name: \_\_\_\_\_

Name of Craft: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Make of Craft: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Type of Craft: \_\_\_\_\_

Phone: \_\_\_\_\_

Year: \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Pier/Slip/Lot #: \_\_\_\_\_

Electrical Meter Applicable (Y) or (N)

Member e-mail: \_\_\_\_\_

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The Houston Yacht Club, hereafter called "Yacht Club", a not-for-profit corporation, located at 3620 Miramar Drive, Shoreacres, Texas 77571, hereby leases to \_\_\_\_\_ hereinafter called "Member", Slip Number \_\_\_\_\_ on Pier \_\_\_\_\_, or Lot # \_\_\_\_\_ or Locker # \_\_\_\_\_ subject to all the terms and conditions set forth herein as follows:

1. **Yacht Club Facilities.** The Yacht Club shall provide slip/space, facilities, and services for the storage of Member's property as described above provided, however, during special events, construction, repairs, and other similar activities, harbormaster may require Member to move his property to another slip/space. The use herein of the term "slip" shall also include a "lot", when applicable. The terms "**property**" or "**member's property**" as used herein shall include the member's watercraft as well as any parts and/or any equipment associated with the watercraft.

2. **Rental.** Member agrees to pay the Yacht Club the sum of \$\_\_\_\_\_ per month, plus metered electricity, if applicable. The Slip rental shall be billed monthly in advance to the Member's account and the metered electricity shall be billed at the end of the month to Member's account. The monthly slip rental rate is subject to change by the Yacht Club. Should such a rate change be made, the Member shall be given written notice thirty (30) days in advance of the date when rent under the new rental rate is due and payable. **Member agrees that this Agreement is subject to "Harbor Rules" and "Emergency Preparedness Plan" of the Yacht Club, and any subsequent amendments thereto as published on the Yacht Club's website, a current copy of which is attached hereto and made a part hereof for all purposes.**

3. **Delinquency.** Member shall be deemed "delinquent" when the rental payment and/or electricity payment, if applicable, remains unpaid 30 days after the date it is due. Continued delinquency for an additional thirty (30) days shall prompt a written notice, by the Yacht Club to Member, that the Yacht Club intends to enforce its contractual lien granted herein upon such watercraft and all parts and equipment thereon for all charges due the Yacht Club under this agreement. **MEMBER'S PROPERTY REMAINING ON THE YACHT CLUB'S PREMISES 10 DAYS FOLLOWING 60 DAYS OF CONTINUED DELINQUENCY SHALL BE DEEMED ABANDONED AND SHALL BE SUBJECT TO ALL REMEDIES SET FORTH IN PARAGRAGHS 5 AND 6 BELOW.**

4. **Insurance.** Member covenants and agrees to at all times maintain in full force and effect comprehensive bodily injury and property damage liability limits with a minimum of \$300,000.00 per occurrence and to cause the Yacht Club to be provided written notice of cancellation from the insurance carrier providing such coverage within 30 days of the proposed cancellation date, if any. Member further agrees to add the Yacht Club as an “additional insured” to the aforementioned policy of insurance. Member further agrees that satisfactory proof of insurance shall be delivered to the Yacht Club upon the execution of this Agreement and thereafter annually on the anniversary date of this Agreement.

5. **Contractual Lien.** MEMBER HEREBY AGREES THAT ALL CHARGES ACCRUING UNDER THE TERMS OF THIS SLIP RENTAL AGREEMENT SHALL GIVE YACHT CLUB AN EXPRESS CONTRACTUAL LIEN UPON MEMBER’S CRAFT AND MEMBER HEREBY GRANTS TO YACHT CLUB A SECURITY INTEREST IN SAID MEMBER’S PROPERTY TO SECURE SAME. NO PROPERTY SHALL BE REMOVED BY MEMBER FROM YACHT CLUB’S PREMISES UNTIL ALL CHARGES ARE PAID IN FULL IN CASH, CASHIER’S CHECK, OR MONEY ORDER. YACHT CLUB IS GRANTED TO THE RIGHT BY MEMBER TO SECURE SUCH PROPERTY FROM REMOVAL UNTIL ALL CHARGES ARE PAID IN FULL. IN THE EVENT OF DEFAULT BY MEMBER, THE YACHT CLUB OR ITS AGENTS MAY PEACEABLY ENTER THE WATERCRAFT AND REMOVE ALL PROPERTY, INCLUDING THE WATERCRAFT, AND DISPOSE OF SAME AS PROVIDED BY LAW. MEMBER agrees that should the above conditions arise, he shall not hold Yacht Club liable or responsible for any loss. Damage or deterioration of or to said Craft due to said removal and/or moorage. Further, MEMBER agrees to be liable for all costs or expenses incurred by Yacht Club in the removal and/or moorage of said Craft.

6. **Default and Remedies.** Upon default of MEMBER to perform his obligation under this Slip Rental Agreement or the Harbor Rules and Emergency Preparedness Plan of the Yacht Club, and any subsequent amendments thereto, MEMBER agrees to pay attorney’s fees and other expenses associated with collection of any unpaid monies due or to pursue any legal action for said default, whether enforced or collected through non-judicial or judicial proceedings.

MEMBER hereby grants Yacht Club a security interest in said Member’s Property located at the Yacht Club for purposes of securing performance by MEMBER pursuant to its obligations stated within this Slip Rental Agreement and the Harbor Rules and Emergency Preparedness Plan of the Yacht Club. Yacht Club shall have the right, and MEMBER hereby authorizes Yacht Club, at its option, after ten (10) days advance written notice of such default, to declare the lease terminated, and to enter said Watercraft located on Yacht Club’s premises, and take possession of, and dispose of the Member’s Property located on the Yacht Club’s premises by public or private sale, to satisfy any debt, attorney’s fees, and other expenses associated with collection of any unpaid monies owed by MEMBER have been satisfied from the sale.

No waiver by Yacht Club of any default of or breach of any term, rule, regulation, condition, agreement, provision, or stipulation contained herein shall be deemed as a waiver of any subsequent default or breach of the same in any other term, rule, regulation, condition, agreement, provision, or stipulation.

7. **Release of Liability.** Member agrees to release, indemnify, and “hold harmless”, the Yacht Club, of and from any and all claims for damages, losses, expenses, and costs, of any nature, arising by reason of use of the rented slip/space, adjacent docks, pilings, piers, and all other property of the Yacht Club. This section shall not require Member to release, indemnify, and hold harmless the Yacht Club in the event of any gross negligence or intentional misconduct committed by the Yacht Club.

**8. Sling Maintenance and Liability:** Members leasing slips with slings shall be solely responsible for the maintenance and repairs of the sling located in their slip. Member expressly agrees that it shall have the sole responsibility and duty to inspect the sling, its motor, as well as all sling structures, supports, and parts prior to its use. Member assumes all risks associated with the use of the sling and agrees to release, indemnify, and hold harmless the Yacht Club from any and all liability for any damages, losses, expenses, and costs, of any nature, arising by reason of use of the sling.

**9. Compliance with Harbor Rules.** Member agrees to comply with and to be governed by the Harbor Rules and Emergency Preparedness Plan of the Houston Yacht Club published on the Houston Yacht Club Website. Member hereby acknowledges receipt of a copy of the current Harbor Rules and Emergency Preparedness Plan of the Houston Yacht Club.

**10. Termination.** This Agreement shall continue in force unless terminated by either party upon thirty (30) days written notice to the other party.

**11. Notice.** Any notice to Member under this Agreement shall be complete upon placing it in the mail to the address given above, or by e-mail delivery to the e-mail address given above or to an amended address submitted by Member in writing.

**12. Miscellaneous.** Member accepts the slip assigned to Member and the property of the Yacht Club "as is" and accepts same as suitable for Member's purposes and expressly waives any defects therein and agrees to hold the Yacht Club harmless from and loss or damage or injury to property or person resulting from any defect or improper construction or maintenance of the Yacht Club's property.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 201\_\_.

HOUSTON YACHT CLUB

\_\_\_\_\_  
By: Harbormaster

\_\_\_\_\_  
Member