

**LEASE FORM**

This lease of Dock \_\_\_ Boat Slip \_\_\_ of the Wharf at Clear Lake, League City, Texas, is made by and between \_\_\_\_\_

whose address is \_\_\_\_\_, (hereinafter called Lessor),  
and \_\_\_\_\_

whose address is \_\_\_\_\_ (hereinafter called Lessee)

Witnesseth:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"):

Boat Slip \_\_\_\_\_ on Dock \_\_\_\_\_ of the Wharf Marina at Clear Lake.

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

All of which are included in the term Property as used herein. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

2. Lessor hereby leases to Lessee said Property only for the purpose of Mooring a Boat or Marine Vessel.

3. The term of this lease is \_\_\_ months, beginning \_\_\_\_\_, 2008 and ending \_\_\_\_\_, 2009

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the possession and use of said Property for the purpose aforesaid, \_\_\_\_\_ dollars per month, payable monthly. In addition, Lessee agrees to reimburse Lessor for any and all electrical usage by Lessee, as metered at the Property and at the actual rate as charged Lessor by the Utility Company providing such electrical service.

(b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and governmental and airport orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use of airport premises by said Property.

(d) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all rules, regulations and deed restrictions of The Wharf at Clear Lake Slip Maintenance Association Inc.

(d) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, maintain a current liability insurance policy for any and all vessels berthed in or on the property in the amount of \$300,000 general liability with medical payment insurance of \$5,000 and provide proof of such liability policy to Lessor and to The Wharf at Clear Lake Slip Maintenance Association Inc.

(e) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessor the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessor.

(f) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(g) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.

(h) Lessee will keep insured from and including this day until return and delivery of the Property to Lessor, in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor, any and all vessels moored in or on the Property

(i) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(j) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at his option without notice terminate this lease and take possession of said Property wherever found.

(k) Either party may terminate this Lease at any time but providing the other party with 30 days written notice.

LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_