

Trailer Parking Lot Registration and Lease Form

WSMA – The Wharf at Clear Lake Slip Maintenance Association, Inc.

PO Box 1208, League City, TX 77574 Phone or Text 281-678-5372 Email wsma.mgr@gmail.com

Trailer Sticker Number _____ (Assigned by the WSMA)

Lease Start Date: _____

Owner Name : _____

Address: _____

City: _____ State _____ Zip _____

Cell Phone: _____ Email Address: _____

Trailer Make and Model: _____ Trailer License Plate Number: _____

Boat Make and Model: _____ Boat State Registration Number: _____

TERMS:

1. Fees are \$30.00 per month for slip owners for the first trailer, \$40 per month for each additional trailer. Fees are subject to change.
2. Only Boat and PWC trailers may be parked in the parking lot. No other types of trailers are allowed.
3. Boats must be kept clean and presentable and must be seaworthy and operational.
4. Covers must be kept clean and free of tears. Covers in need of repair must be repaired without 14 days of notice of repairs needed or must be removed.
5. All trailers must have current registration plates and stickers.
6. All trailers must be in an operational condition. Flat tires must be repaired within 14 days.
7. Failure to maintain trailers and boats within the above criteria will result in lease cancellation and a 30 day eviction notice.
8. Lease is a month to month basis and billed monthly.
9. Lease termination by the lessor requires 30 days written notice.
10. Lease may be terminated by the Wharf Slip Maintenance Association with 30 days written notice **without cause**. The lease cancellation notice will also be accompanied by a 30 day eviction notice.
11. In the event this lease is terminated by WSMA (The Wharf at Clear Lake Slip Maintenance Association, Inc.), owner agrees to remove their boat and/or trailer from the WSMA premise within 30 days from the date notice of termination is emailed or placed in the U.S. Mail, certified mail return receipt requested postage prepaid, to owner at their address set forth above. If owner fails to remove their boat or trailer from the WSMA premise within 30 days after notice of termination is sent by U.S. Mail or email to owner at their above address, owner hereby authorizes WSMA to have their boat and/or trailer removed to a salvage or storage facility, and owner agrees to reimburse WSMA for all costs incurred as a result of such removal and storage. Owner agrees that WSMA may apply any salvage value received by WSMA to payment of costs incurred in removal and salvage of owner's property. OWNER HEREBY GRANTS TO WSMA A SECURITY INTEREST LIEN IN THE ABOVE DESCRIBED BOAT AND/OR TRAILER TO SECURE PAYMENT OF ALL COSTS INCURRED BY WSMA IN REMOVAL AND/OR STORAGE OF OWNER'S PROPERTY. OWNER AGREES THAT IF OWNER FAILS TO PAY ALL LEASE FEES AND LATE CHARGES WITHIN 90 DAYS OF THEIR DUE DATE, WSMA MAY FORECLOSE THE SAID LIEN AGAINST OWNER'S BOAT AND/OR TRAILER, AND MAY SELL SAID PROPERTY BY NONJUDICIAL FORECLOSURE SALE. PRIOR TO ANY SUCH SALE, WSMA WILL GIVE OWNER 30 DAYS NOTICE BY CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED OR BY EMAIL TO THE ABOVE ADDRESS, AND AN OPPORTUNITY TO REDEEM THEIR PROPERTY BY PAYMENT OF ALL SUMS DUE WSMA. SUMS DUE WSMA AFTER FORECLOSURE SALE MAY INCLUDE DELINQUENT LEASE FEES, LATE INTEREST CHARGES, ACCOUNTING OR ADMINISTRATIVE FEES AND ATTORNEY'S FEES INCURRED AS A RESULT OF OWNER'S FAILURE TO REMOVE THEIR PROPERTY FROM WSMA'S PREMISE AS SET FORTH HEREIN ABOVE. The lien created under this Lease, and any nonjudicial foreclosure sale of owner's property by WSMA, is subject to provisions of Art. III of the WSMA Declaration of Covenants, Conditions and Restrictions filed in the office of the County Clerk of Galveston County, Texas.
12. The Wharf at Clear Lake Slip Owners Association will not be responsible for damage or theft to trailers or boats. Owner agrees that WSMA does not provide, and will not be responsible for providing security patrols or surveillance of the trailer parking lot. Owner will be solely responsible for locking and securing their boat and trailer, and insuring their property against loss or damage. Owner acknowledges they have been warned that theft from boats and trailers has occurred at the WSMA parking lot in the past, including theft of propellers from boats. Owner assumes all risk of loss and agrees to hold WSMA, its members and directors harmless, for loss or damage to their boat and/or trailer in the WSMA parking lot due to weather, fire, and any other cause beyond the control of WSMA. Owner acknowledges that WSMA will not be responsible for contacting owner or removal of owner's boat or trailer in the event of weather or any other impending emergency.

I have read the rules listed above and agree to them. _____

(Owner Signature)