

WC 3000 CITY OF CORPUS CHRISTI, TEXAS  
MARINA SPACE RENTAL CONTRACT

Date Contract Starts: 02/01/14  
Name of Craft: \_\_\_\_\_  
Make of Craft: \_\_\_\_\_  
Type of Craft: Baye Year: 1986  
Length: 104 Beam: \_\_\_\_\_ Draft: \_\_\_\_\_  
State or Documented No.: \_\_\_\_\_  
Port of Documentation: \_\_\_\_\_  
Slip/Space No.: \_\_\_\_\_ Gear Box: \_\_\_\_\_

Lessee Name: Bay Services, LLC  
Mailing Address: Lawrence Falls  
P.O. Box 7505  
City/State/Zip: Corpus Christi, TX 75403  
Phone: Home: [REDACTED] Office: 361 584-4096  
Cell: [REDACTED] Email: lvalls@vallsgrp.com  
OK O/B: \_\_\_\_\_  
Liens and Encumbrances Upon Above Craft: N/A

Monthly Space Rental: \$ 733<sup>90</sup> Monthly Gear Box Rental: \$ — Total: \$ 733<sup>90</sup> Deposit: \$ 733<sup>90</sup>

The City of Corpus Christi, Texas, a municipal corporation situated in Nueces County hereinafter called "City", hereby leases to Bay Services, LLC hereinafter called "LESSEE", for a term of six months from the starting date, the slip/space and gear box, if applicable, described above, at the Corpus Christi Marina, Corpus Christi, Nueces County, Texas, for the storage of the watercraft described above, and all parts and equipment thereon, upon the following terms and considerations:

1. **Marina Facilities.** City shall provide slip/space, facilities, and services for the storage of the watercraft and parts and equipment thereon as described above. **PROVIDED, HOWEVER, DURING SPECIAL EVENTS, CONSTRUCTION, REPAIRS, AND OTHER SIMILAR ACTIVITIES, FOR PERIODS NOT EXCEEDING 30 DAYS ANNUALLY, THE SUPERINTENDENT MAY REQUIRE LESSEE TO MOVE TO ANOTHER SLIP/SPACE.**
2. **RENTAL.** LESSEE SHALL PAY THE ABOVE DESCRIBED RENT AND DEPOSIT, REPRESENTING "FIRST" AND "LAST" MONTHS RENT, UPON EXECUTION OF THIS CONTRACT. SUBSEQUENT MONTHLY RENT PAYMENTS SHALL BE MADE ON THE FIRST DAY OF EACH MONTH FOLLOWING THE DATE HEREOF; PAYABLE TO THE CITY OF CORPUS CHRISTI MARINA DEPARTMENT, AT 400A N SHORELINE BLVD, LAWRENCE ST T-HEAD, CORPUS CHRISTI, TX 78401-2558, IF THE FIRST DAY OF THE MONTH FALLS ON A WEEKEND OR A HOLIDAY, PAYMENT SHALL BE MADE ON OR BEFORE THE FIRST BUSINESS DAY OF THE MONTH. THE DEPOSIT, WHICH REPRESENTS THE "LAST" MONTH'S RENT, MAY BE FORFEITED WHEN THE LESSEE VACATES HIS ASSIGNED SLIP/SPACE WITHOUT GIVING THE MARINA SUPERINTENDENT THIRTY (30) DAYS WRITTEN NOTICE OF TERMINATION AND/OR WHEN ANY PART OF THE RENTAL BECOMES DELINQUENT AS DESCRIBED BELOW. THE DEPOSIT SHALL BE REFUNDABLE ONLY UNDER THE CONDITIONS DESCRIBED IN ORDINANCE NO. 13871, SECTION 3(D), 9-10-77, AS AMENDED.
3. **RATE CHANGES.** THIS RENTAL RATE AND DEPOSIT FOR STORAGE SPACE IS SUBJECT TO CHANGE BY ACTION OF THE CITY COUNCIL. SHOULD SUCH A RATE CHANGE BE MADE, THE LESSEE SHALL BE GIVEN WRITTEN NOTICE THIRTY (30) DAYS IN ADVANCE OF THE DATE WHEN RENT UNDER THE NEW RENTAL RATE IS DUE AND PAYABLE. LESSEE WILL ALSO BE REQUIRED TO DEPOSIT AN ADDITIONAL AMOUNT WHENEVER THE RENTAL RATE IS INCREASED.
4. **ANNUAL CERTIFICATION.** WITHIN ONE MONTH FOLLOWING THE EXECUTION OF THIS LEASE, LESSEE SHALL ESTABLISH TO THE SATISFACTION OF THE MARINA SUPERINTENDENT PROOF OF HIS OWNERSHIP OF THE ABOVE DESCRIBED WATERCRAFT. THE CITY RESERVES THE RIGHT ANY TIME TO "SPOT CHECK" AND ASCERTAIN OWNERSHIP OF THE WATERCRAFT IN THE SLIP ASSIGNED ABOVE.
5. **Enforcement Liens.** Lessee does hereby agree to make current payments of slip rents, meter charges (if applied), and be liable for any intentional or negligent damage to City's property and/or equipment. Should either delinquency or rent payment and/or damage to the City's property or equipment occur, Lessee, in consideration thereof, shall, without reservation, recourse or other condition, automatically grant to the City, a prior lien against Lessee's watercraft and all parts and equipment thereon, to satisfy and/or secure the City in said claim and the payment thereof. A lien, having been placed on the watercraft, shall preclude Lessee's right to remove said craft or any parts and equipment thereon from the premises of the Corpus Christi Marina until said lien has been satisfied by payment in cash, cashier's check or money order. This lien shall be in addition to all other liens and remedies provided by law. Seizure and foreclosure of lien sale by the City may be executed by the City as outlined herein. **It is specifically agreed that the use of slip, dockage, stowage, water, and electricity provided pursuant to this agreement are provided to the watercraft for the credit of said craft, and it is understood between the parties hereto that the City is relying primarily upon the credit of the watercraft for the enforcement of its claim for slip rental payments, or other sums due and owing, and that it is the further intention of the parties that a maritime lien or liens arise out of the providing of stowage, dockage, or other service supplied to the craft, and that the City does not by this Contract or otherwise intend to waive its entitlement to a maritime lien.** Documented vessels are subject to the Ship Mortgage Act, its amendments, and general maritime law.
6. **DELINQUENCY.** LESSEE SHALL BE DEEMED "DELINQUENT" WHEN THE PERIOD OF TIME FOR WHICH HE HAS PAID FOR HIS SLIP/SPACE IN ADVANCE, NOT INCLUDING THE DEPOSIT, HAS EXPIRED. A FIFTY FIVE DOLLAR (\$55.00) LATE CHARGE SHALL BE ADDED TO A SLIP RENTAL ACCOUNT WHICH HAS NOT BEEN PAID PRIOR TO THE CLOSE OF BUSINESS ON THE FIFTEENTH (15<sup>TH</sup>) DAY OF THE MONTH FOR WHICH THE SLIP RENTAL IS DUE. If payment is made by mail, the envelope containing the payment must be postmarked no later than said fifteenth day of the month. **WHEN THE FIFTEENTH DAY OF THE MONTH FALLS ON A WEEKEND OR A HOLIDAY, THE LATE CHARGE WILL BE IN EFFECT ON THE NEXT BUSINESS DAY.** Continued delinquency at thirty (30) days shall effect automatic application of Lessee's deposit for non-payment of the rental due for said delinquent period. Sixty (60) days past due shall prompt a written notice, by the City to Lessee, that the City does place a lien upon such watercraft and all parts and equipment thereon for all charges due the City under this agreement. At such time, the City shall also publish public notice of public auction to sell said craft in thirty (30) days in satisfaction of said lien, pursuant to the rules and notices required for a sale of such property under applicable federal, state, or local law. Should said sales of the craft be necessary, Lessee does hereby authorize the City to seize, remove and deliver said craft, without judicial process, for monies to satisfy and indebtedness and collection costs owing to the City to discharge the liens, either maritime, statutory, contractual or otherwise, granted herein or existing at law or in equity, and to pay prior or other existing liens, if any, as their interests may appear. Any balance of monies after said claims have been paid to Lessee.
7. **Inspection of Craft During Delinquency.** In the event any rent owing to the City by Lessee becomes delinquent, but prior to the ninetieth (90<sup>th</sup>) consecutive day of delinquency, Lessee retains the right to board his craft during reasonable hours when accompanied by a representative of the City Marina staff in order to inspect the craft. Thereafter, Lessee relinquishes all rights to be upon the docks, piers, and/or catwalks of the Marina, as well as upon said craft.
8. **Release of Liability.** Lessee agrees to release, indemnify, and "hold harmless", the City, 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 City.
9. **Compliance with Laws, Rules, and Regulations.** Lessee agrees to comply with and to be governed by, applicable federal, state, and local laws, rules and regulations including Chapter 12 of the City of Corpus Christi Code of Ordinances and the Marina Rules and Regulations, as amended. Nothing in the contract in any manner prevents the City from enforcing the provisions of Chapter 12 of said code. Current Marina Rules and Regulations appear on the reverse side.
10. **Termination.** This Contract shall continue in force unless terminated by the City Council or unless terminated by either party in the following manner:
  - a) **THIS CONTRACT MAY BE TERMINATED BY LESSEE GIVING THE MARINA SUPERINTENDENT THIRTY (30) DAYS WRITTEN NOTICE IN ADVANCE OF TERMINATION, PROVIDED LESSEE'S RENTAL PAYMENTS AND OTHER CHARGES ARE TIMELY PAID. THIS NOTICE SHALL BE DELIVERED TO THE LAWRENCE STREET T-HEAD OFFICE, OR MAILED TO THE MARINA SUPERINTENDENT AT 400A N SHORELINE BLVD, LAWRENCE ST T-HEAD, CORPUS CHRISTI, TEXAS 78401-2558.**
  - b) The City may terminate this Contract whenever Lessee fails to comply with the provisions of this Contract, or any applicable federal, state, or local laws, rules or regulations and fails or refuses to comply within a reasonable time after receiving written notice of the violation and recommended cure.
11. **Sublease.** Lessee may not assign this lease to another. Lessee may not sublet the slip/space herein to another without the written consent of the Marina Superintendent as to some maximum duration, and the payment, in advance, by the sub-Lessee, of an amount equal to the sum of all rental payments for the specified maximum duration of the sublease. Said amount shall be applied as a credit to the account of the Lessee. Sub-Lessee shall be bound by all the terms of the Lessee's Contract except as specifically modified by the sublease agreement. A written sublease agreement must be executed in order to create a sublease. The City may, upon approval of the Lessee, provide a Sub-Lessee. An approved sublease shall in no way divest, preclude, or prejudice Lessee's rights and claims under the terms of this lease.
12. **Transient Craft.** In order for the City to be cognizant of the availability of slips for transient craft use, Lessee shall notify the Marina Superintendent when Lessee expects to have his craft out of his slip/space for more than five (5) consecutive days. However, failure to give such notification shall not constitute a default under this Contract. A transient craft owner or operator shall not be considered a sublease unless the requirements of paragraph 11 are met.
13. **In The Event of Hurricane Threat,** Lessee will make pre-arrangements to remove or have removed his craft from the City Marina in the event there is a threat from hurricane, and agrees to comply with such hurricane procedures as the City Marina Superintendent prescribes.
14. **Notice.** Any notice to Lessee under this Agreement shall be complete upon placing it in the mail to either address given above, or to an amended address submitted by Lessee in writing.
15. **NO LIVEBOARDS**

EXECUTED this the 28<sup>th</sup> day of January, 20 14

[Signature]  
Marina Superintendent

WR  
Slip 629.70  
Utility 104.70  
G/B —

[Signature]  
Lessee

## CITY OF CORPUS CHRISTI, TEXAS

### CITY MARINA RULES AND REGULATIONS

1. **PENALTY FOR VIOLATION** - The rules and regulations contained herein are the policies and ordinances of the Corpus Christi City Marina. Violation of any such provision of these carries a fine not to exceed Two Hundred (\$200) Dollars, plus possible loss of space privileges. Upon the refusal to comply with a lawful order of the Marina Superintendent and/or his staff, the Superintendent may revoke the rental of space for the watercraft and order its immediate removal. Should such owner, master or operator or any person refuse such order, such watercraft may be removed by the Marina Superintendent.
2. **USE OF UTILITIES** - Excessive and/or negligent use of electricity or tap water, as determined by the Marina Staff, will cause metering of such utility and the space tenant shall pay an additional cost for such use, as well as the cost for the metering device.
3. **CRAFT PROPERLY TIED** - All craft shall be berthed with proper care and be secured to its moorages with good line and shall be maintained at all times with respect to safety and appearance.
4. **BATHING, SWIMMING** - Entering the waters of the City Marina for the purpose of bathing, swimming or wading is prohibited due to the danger of moving watercraft.
5. **TRASH OVERBOARD** - Trash, refuse or waste of any kind, including the overboard flushing of heads or holding tanks is not permitted inside the rock breakwater of the City Marina.
6. **SPEED LIMIT** - No person shall operate a craft greater than 4 mph within 200 feet of the L-Head or T-Heads. Speed of moving craft inside the City Marina shall be held down to a limit which will leave no wave action from their craft. Craft operators are liable for the damage caused by wave action from their craft. No speedboat contests are permitted within the water areas protected by the City Marina rock breakwater.
7. **CATWALKS, BULKHEADS KEPT FREE OF MATERIALS** - Materials, trash and/or equipment left upon the docks, catwalks and bulkheads will be removed, without notice, by the Marina Staff. These areas must be kept clean and clear at all times.
8. **LAND DWELLING** - No person shall be permitted to use the land areas of the L-Head and T-Heads as a dwelling place for any length of time, whether the person be in a vehicle, tent, improvised shelter, or without shelter. An overnight stay shall constitute using the land area as a dwelling place.
9. **WATER DWELLING** - No watercraft whatsoever which is being used by the person or persons aboard as a dwelling place shall be permitted to moor, tie-up or anchor within the protected waters of the City Marina, except regular space tenants and registered transient craft shall be permitted to stay aboard their craft for five (5) consecutive days only, provided their craft is equipped with a holding tank or the shore restrooms are used, and provided a permit is obtained from the Marina Supervisor.
10. **BOAT REPAIR AT SPACES** - No owner, master, operator or his agent, of a watercraft is permitted to make major hull and/or superstructure repairs while berthed at the space without written permission from the Marina Superintendent who has authority to order the termination of such work.
11. **PARKING OF TRAILERS AND VEHICLES** - No person shall leave or cause to be left any trash, material, object, vehicle, trailer or equipment upon the land areas of the L-Head and T-Heads without prior written approval of the Marina Superintendent.
12. **SIGNS AND ADVERTISEMENTS** - No signs and/or advertisements of whatsoever kind shall be permitted within the City Marina including all land and water areas, without prior written approval of the Marina Superintendent.
13. **FISH NETS AND TROTINES** - It shall be unlawful to seine for marine life, drag a net, set out a trotline or sail line, in all the water areas of the City Marina bound by the rock breakwater.
14. **TRESPASSING** - No person is to be upon any craft, its dock and bulkheads except the space lessee, their guests or agents or persons in the employ of the City for business therein.
15. **FUELING AT SPACES** - The fueling of inboard tanks on watercraft are hereby prohibited in every place of the City Marina except at the fuel station docks, or at such other alternate fueling sites as designated by the Marina Superintendent.
16. **ASSIGNMENT OF SPACES** - Upon first arrival, the craft owner or operator must report in to the Marina Office to be assigned a space.
17. **SPACE ASSIGNED TO SPECIFIC CRAFT** - Space is assigned to a specific craft and a specific owner. Any change of the owner's craft requires immediate notification of the office of the Marina Superintendent.
18. **LIMIT TO NUMBER OF SPACES RENTED** - No more than five (5) spaces shall be rented at a time, by any person, firm, organization or corporation without special agreement in writing by the Marina Superintendent, the City Manager or City Council.
19. **DAMAGE TO MARINA FACILITY** - The owner or owners of any watercraft, whether operated by him or his pilot, shall be responsible for the damage his craft may cause to the Marina space fixtures.
20. **CRAFT DETERIORATING IN SPACE** - Any craft which becomes badly deteriorated such as to be likely to damage any other objects or vessels, or which might become a menace to navigation, shall be removed at once by the craft owner at his sole expense, or shall be removed by the Marina Superintendent at the craft owner's expense.
21. **CRAFT REGULATION EQUIPPED** - Craft in the City Marina shall be equipped according to the U. S. Coast Guard regulations and operated according to the "Rules of the Road" and the navigation laws of the United States.
22. **BILGEWATER, OILS AND INFLAMMABLES** - It is unlawful for any person to discharge or permit the discharge of any oily bilgewater, oil or inflammable liquids of whatsoever kind in the waters of the City Marina.
23. **GEARBOXES** - Gearboxes may be rented from the City Marina or the space tenant may provide his own at his assigned space, provided the design specifications are the same as provided by the Marina Superintendent.
24. **PARKING** - All parking areas, including parking lots and curb parking, are for the use of the general public while indulging in recreational activities. The parking areas are under the control of the City Marina supervisory staff. No owner, master, operator or any person in charge of any watercraft shall direct, order or request any other person to refrain from parking any vehicle in any of the designated parking places of the Marina L-Head and T-Heads.
25. **NOTIFICATION OF HAZARDOUS CONDITIONS** - Tenants shall notify the Marina Superintendent, in writing, of any conditions, defects, or failing of the tenant's slip/space, docks or other property that may become hazardous and/or require repair or maintenance. Tenants shall also notify the Marina office of any vandalism, theft, or other pending or committed crime in the Marina area.

### SPECIAL REGULATIONS FOR CHARTER BOATS

1. **CHARTER BOAT** - A charter boat shall be defined as any craft which is for temporary charter, rent or hire, and is commonly referred to as: Head boat, party boat, party fishing boat, tour boat, sightseeing boat, excursion boat or charter fishing boat.
2. **IN ADDITION** to the rules and regulations provided herein, a charter boat owner, master or operator shall comply with each of the following special regulations:
  - A) Purchase his own electric meter and pay for all such electrical use.
  - B) All signs, awnings and ticket booths shall conform to the City Ordinances specially written for their control or they shall be removed, without notice, by the Marina Supervisory Staff.
  - C) Solicitation of passengers shall be confined to the rented space and no person shall attract passengers by means of arm waving or excessive noise, including music.