

Rush Creek Yacht Club Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date") between Rush Creek Yacht Club, a Texas non-profit corporation ["RCYC"] and _____, a Regular, Associate or Small Boat Member ("Member") of RCYC, for the lease of wet and/or dry storage on the premises of RCYC.

This Agreement is subject to the Member maintaining his dues and storage fees to RCYC. Failure to maintain the applicable dues and fees makes this lease subject to termination at RCYC's sole discretion with 30 days written notice to the Member as further described below.

This Agreement is also subject to the following terms and conditions, which the Member hereby acknowledges:

1. **Primary Term-** The Primary Term of this lease begins on _____ (the "Commencement Date") and ends on _____20____ (the "Expiration Date").
2. **Automatic Renewal and Notice of Termination-** This Agreement will automatically renew on a month-to-month basis unless RCYC or Member provides the other party written notice of termination not more than 90 days and not less than 30 days prior to the Expiration Date. If this Lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and such termination will be effective as of the last day of the month following the month in which notice is given.
3. **Monthly Storage Fee-** Member will pay RCYC a storage fee in the amount of \$ _____ ("Storage Fee"), plus applicable CIF and tax for each month during this Lease. There will be no Storage Fee increases during the Primary Term of this Lease. Notwithstanding the foregoing, CIF and tax will be calculated at the rates applicable to all RCYC members for each month during the Lease and may increase or decrease during the Primary Term of the Lease. RCYC may increase the Storage Fee that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Member.
4. **Slip Assignments-**
 - a) Slips are assigned by the RCYC Rear Commodore of Storage ("RCS").
 - b) All boat moves, arrivals, and other storage-related changes must be approved by the RCS and reported to the RCYC (office@rcyc.org or 972-771-6500) event to ensure appropriate storage assignments can be made and billing is accurate.
 - c) Boats and/or trailers may be moved or relocated at the discretion of the Board of Governors or the RCS to best utilize club facilities and to accommodate special events, construction, repairs or similar activities. Generally, priority for wet slips is given to active sailors. In the event of boats or trailers are moved, notification will be given and it is member's responsibility to verify that it is secured properly.
 - d) Member accepts the slip assigned to Member and the property of RCYC "as is" and accepts same as suitable for Member's purposes and expressly waives any defects therein and agrees to hold RCYC harmless from any loss or damage or injury to property or person resulting from any defect or improper construction or maintenance of RCYC's property.
5. **Additional Member Responsibilities-**
 - a) Member shall keep any watercraft which is subject to this Agreement insured in accordance with RCYC's Rules and Regulations. RCYC SHALL NOT BE OBLIGATED TO CARRY INSURANCE covering boats or any other property of Members.
 - b) Member shall be liable for any intentional or negligent damage to RCYC's property and equipment. Should any damage to RCYC's property or equipment occur, Member shall automatically grant to RCYC a lien

against Member's watercraft to satisfy RCYC in said claim and payment. The Member shall not be entitled to remove said watercraft (or any parts and equipment thereon) from the premises of RCYC until said lien has been satisfied by payment in cash, cashier's check or money order. The lien shall be in addition to all of the liens and remedies provided by law. Seizure and foreclosure of lien sale by RCYC may be executed by RCYC as outlined herein.

- c) Member shall be responsible for the cleanliness around his/her boat, including all dock lines, ladders, tie downs, sails, trash, etc. All boats shall be seaworthy and shall be protected and maintained in keeping with good practices of seamanship.

- 6. **Member Acknowledgement-** Member hereby acknowledges RCYC, as well as any employee, or volunteer of RCYC, shall not be liable for any loss or damage resulting from, caused by or arising from Members' boat(s), trailer(s) or associated equipment while on RCYC grounds or using RCYC facilities. Member waives any implied warranty that the leased property is suitable for their intended purpose and RCYC makes no express warranty or implied warranty regarding the condition of the slip or docks. Member agrees that RCYC shall incur no liability to Member by reason of any defect in the Leased Premises, whether apparent or latent. Member agrees to indemnify and hold RCYC harmless for bodily injury or damage to any person or property which Member or Member's guests may suffer while on RCYC property.

7. **Delinquency, Remedies for Breach and Venue –**

- a) Member agrees to make timely payments of slip rents and meter charges (if applicable). **Member acknowledges that RCYC is entitled to a storage lien upon watercraft (and all parts and equipment thereon) for all charges due pursuant to Chapter 59 TEX.PROP.CODE. Member shall be deemed "delinquent" when the rental payment and/or electricity payment remains unpaid for a period of thirty (30) days after the due date. If the delinquency is not fully satisfied within sixty (60) days of the due date, RCYC shall be entitled to exercise its rights pursuant to Chapters 59 and 70 TEX. PROP. CODE including without limitation the right to sell, remove, chain or dispose of the watercraft and the Member shall reimburse RCYC for all costs and fees associated with such action. The prevailing party shall be awarded attorney's fees in connection with any legal action to enforce this Agreement. The Parties agree that Venue for any legal action shall lie in Rockwall County, Texas.**
- b) If Member fails to comply with the terms of this Agreement, Member shall be issued a warning via email and given 30 days to remedy the infraction. If the infraction is not remedied to the Board of Governor's ("BOG") satisfaction, the BOG by majority vote, may terminate this Lease Agreement or fine the Member. In the event that the Lease is terminated, RCYC shall issue a written notice of termination and Member shall vacate the wet slip or other storage location within 30 days following issuance of the notice of termination. In the event of termination, all accounts with RCYC must be brought current before the Member may remove any property which is subject to this Agreement including any watercraft identified in this Agreement from a wet slip or Club grounds. Termination of this agreement by the BOG shall not relieve the Member of any accrued and unpaid fees and other obligations to comply with this Agreement.

- 8. **Entire Agreement** – This Agreement contains the final and entire Lease Agreement between the parties with respect to the lease of wet or dry storage at RCYC and they shall not be bound by any terms, statements, conditions or representations whether oral, written, express or implied, not herein contained. In the event of a conflict, Member and RCYC Agree that this Agreement shall take precedence and shall supersede any prior lease or other agreement between the parties.

9. **Notices** - All notices under this Agreement must be in writing and shall be effective when either hand-delivered, sent by mail, or sent by email to the following addresses:

Rush Creek Yacht Club

320 Rush Creek Drive
Heath, TX 75032
Email: office@rcyc.org

Member Contact Info:

(Name)

(Street Address)

(City and Zip)

(Email)

(Cell Phone)

10. **Special Provisions** - Member agrees to comply with the terms of the attached Addendum.

In accordance with the above, I hereby agree to the terms as expressly written herein.

Member-

Member's Name

Membership #

Member's Signature

Date

Boat Name

Make/Model

Year

TX #

Boat Name

Make/Model

Year

TX #

Boat Name

Make/Model

Year

TX #

On behalf of Rush Creek Yacht Club-

Authorized Signature

Form Updated 8/20/2019

ADDENDUM TO LEASE AGREEMENT

The Lease Agreement and Member's continued use of the wet slip and other Rush Creek Yacht Club ("RCYC") facilities is expressly conditioned upon the Member's compliance with all RCYC Rules and Restrictions including without limitation the following:

1. Rules & Restrictions Applicable to Wet Slips -

- a) A \$750 refundable deposit is required for any hydro-hoist slips. This deposit is non-transferable but is fully refunded once the hydro-hoist is removed and the slip is returned to its original condition.
- b) For boats in wet slips, member agrees to maintain liability insurance in an amount of not less than \$500,000 per occurrence.
- c) Unless expressly approved by the Board of Governors, motorboats shall not be stored in wet storage.
- d) No grilling or open flames while tied to RCYC docks.

2. Electricity Use for Wet Slips –

Electrical service is provided to accommodate tools, hoists and infrequent use of small refrigerators and air conditioners. All slips on A dock are served by a metered 30A Shore Power module in the dock box. All slips on B and C Docks are served by a 20A courtesy outlets.

- a) Members using electrical service must adhere to safe practices and maintain their slip and the area around it in a manner ensuring the safety of all of our members and guests.
- b) Guidelines for unattended use of portable power cables on the docks:
 - i. Cables should be Sunlight resistant, extra-hard usage, portable power cables listed for wet locations and having an outer jacket resistant to temperature extremes, oil, gasoline, ozone, abrasion, acids, and chemicals.
 - ii. Cables must be located on the underside of the deck and should be securely fastened by nonmetallic clips to structural members other than the deck planking. Each end of the cable should have a means to physically tether the cable to the structure at that end to prohibit the end from reaching the water. The cables should not be placed in an area where they could be exposed to physical damage. If a cable passes through structural members of the dock, it should be protected against chafing using a sleeve made from nonmetallic material.
- c) Electrical service to slips deemed to be hazardous will be suspended until the situation is rectified. Renewal of service will be at the Member's expense.
- d) Member must not obtain power from a receptacle other than the one labeled for their slip.
- e) All boats equipped with the 30A twist lock inset male receiver plug wanting electrical service should use the shore power compliant service outlet.
- f) All boats anticipating a nominal 125V load > 1250W should use the shore power

compliant service outlet.

- g) 30A metered service can be made available to slips on B and C dock at the request of the occupant and at his/her expense.
- h) RCYC reserves the right to pass through the cost for electricity used by Member.

3. Rules & Restrictions Applicable to Dry Storage / Trailers -

- a) All boats in dry storage must be on a trailer or dolly.
- b) Member's name must be clearly labeled on all trailers and dollies on the property.
- c) All trailers must have the proper RCYC sticker which can be obtained from the RCS or the Club Manager.
- d) All boats on trailers must be tied down. All trailers must have wheels chocked. If a tie down is not available, please contact the RCS or Club Manager for further assistance.
- e) Tongue jacks are required on trailers where necessary due to tongue weight.
- f) No trailers are allowed in the parking area adjacent to the Club House. Trailers must be parked in assigned storage slip or in the north field.
- g) Boats in the 'Dinghy Field' must be on a dolly so they can be moved easily by the grounds staff. No road trailers permitted in the 'Dinghy Field'.
- h) The north field is only available for temporary storage for regatta participant boats and out of town guests.
- i) Trailers with flat tires will be assessed a fee of \$25 per month, per flat tire.

4. Additional Rules and Restrictions -

- a) All launch facilities are for the use of **Members only**. A guest of a Member may use the launch facilities (Boat Launching Ramp or Hoist) when the member is present and supervising.
- b) No swimming off or around docks, boat ramps, or RCYC shoreline.
- c) No jumping off the hoist platform.
- d) Overnight storage along the docs is permitted only with specific permission or if participating in an RCYC sanctioned regatta. Courtesy slips are available on both sides of the access dock for RCYC Members and guest which may be used for temporary tie up overnight.

RCYC expressly reserves the unilateral right to amend the foregoing Rules and Restrictions and any other Rules and Restrictions which may apply to the Member. The Member's continued use of the wet slip and other RCYC facilities is expressly conditioned upon the Member's and invited guests compliance with all RCYC Rules and Restrictions as promulgated and/or amended.

Updated 8/20/2019