

Boat Slip Rental Lease Agreement

This Lease Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between the Ransom Canyon Property Owners Association ("Lessor") and _____ ("Lessee").

1. Term

The Lease Term shall be eleven (11) months, commencing on April 15, 2025, and expiring on March 15, 2026.

2. Boat Slip Description

Lessor hereby leases to Lessee Boat Slip Number: _____, located at _____ (the "Premises").

3. Eligibility

Only current members in good standing of the Property Owners Association ("POA") are eligible to lease a boat slip. Lessee affirms they are a member in good standing and agree to maintain such status throughout the Lease Term.

4. Vessel Identification

Lessee shall dock only the following vessel at the slip:

- Make/Model: _____
- Year: _____
- Length: _____
- Registration Number: _____
- Insurance Provider & Policy Number: _____

No substitution of vessels is permitted without Lessor's prior written consent.

5. Boat Permit Requirement

Lessee must maintain current and valid state and city boating permits. Proof of permits must be provided to Lessor at the time of execution and upon request.

6. Insurance

Lessee is required to maintain liability and property damage insurance for the vessel during the Lease Term and shall provide proof of such insurance upon request.

7. Rent and Late Fees

Lessee shall pay total rent in the amount of \$_____ for the Lease Term. Payment is due in full upon execution of this Agreement.

Late Fee: A fee of \$_____ per day shall accrue for any rent not paid within 10 days of the due date. Continued nonpayment beyond 30 days may result in termination of this Agreement and towing as described below.

8. Compliance with Laws and Ordinances

Lessee and Lessee's guests agree to comply with all applicable local, state, and federal boating laws, ordinances, and any POA rules or regulations applicable to the Premises.

Lessee and Lessee's guests agree to comply with the Texas Water Safety Act, the Texas Penal Code, the Texas Alcoholic Beverage Code, the Texas Parks and Wildlife game and fishing laws, and all other applicable state laws applicable to boating operations and sporting activities on Lake Ransom Canyon.

9. Use and Condition of Premises

Lessor retains the right to inspect the slips and the surrounding areas as necessary. Lessor retains the right to make repairs as necessary to maintain the premises.

Lessee shall:

- Use the slip solely for docking the above-identified vessel.
- Keep the slip clean, orderly, and free of hazardous materials.
- Be prohibited from modifying or altering the slip in any way without prior written permission. However, Lessee may use bumpers.
- Notify the Lessor of any repairs that need to be made within a reasonable time (7 days).
- Notify the Lessor of any dangers, on or around the premises, that they may become aware of for themselves and others.
- Refrain from the use and consumption of alcohol while on the premises
- Abide by all Ransom Canyon POA rules

10. Towing and Storage Rights

If Lessee violates any terms of this Agreement, including failure to maintain POA membership, valid permits, or compliance with laws, the POA may:

- Tow and/or store the vessel at Lessee's sole risk and expense after providing 72-hour written notice
- Immediately tow in the event of safety hazards or obstructions without notice.

Lessor shall not be liable for any damage or loss resulting from such towing or storage.

11. Damage and Liability

Lessee shall be liable for any damage to the slip, docks, common areas, or other vessels caused by Lessee or their guests. Lessee agrees to indemnify and hold harmless the POA, its officers, agents, and members from any claims or liabilities arising out of the use of the slip.

12. Assumption of Risk

Lessee, for themselves, family members, and guests, acknowledges that boating involves inherent risks. Lessee voluntarily assumes all risk of loss, damage, or injury associated with the use of the boat slip and surrounding facilities.

13. Assignment/Sublease Prohibited

Lessee shall not assign this Agreement or sublease the boat slip to any other person or entity.

14. Termination

Lessor may terminate this Agreement upon 15 days' written notice for any breach, or immediately in the event of serious safety violations. No refund shall be provided for prepaid rent upon termination for cause.

15. Dispute Resolution

Any dispute arising from or relating to this Agreement shall first be subject to mediation in Lubbock, Texas. If not resolved through mediation, disputes shall be resolved in a court of competent jurisdiction in Lubbock, Texas. The parties hereby expressly waive the right to a trial by jury in any action or proceeding brought by or against any Party relating to this Agreement.

The prevailing party shall be entitled to reasonable attorneys' fees and costs.

16. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Texas.

17. Entire Agreement

This document constitutes the full and entire agreement between the parties. No oral representations or promises shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Lessor – Property Owners Association

By: _____

Title: _____

Date: _____

Lessee – POA Member

Signature: _____

Print Name: _____

Date: _____