

WC _____

CITY OF CORPUS CHRISTI, TEXAS
MARINA SPACE GUEST CONTRACT

Date Contract Starts: ____/____/____

Guest Name: _____

Name of Craft: _____

Mailing Address: _____

Make of Craft: _____

City/State/Zip: _____

Type of Craft: _____ Year: _____

Phone: _____ Alternative: _____

Length: _____

Email: _____

State or Documented No.: _____

Liens and Encumbrances Upon Above Craft: _____

Slip/Space No.: _____

Rates: Dry Storage \$9.55 night, \$54 week, \$162.00 mth; Commercial \$1.25LF/\$37.50 night; Pleasure \$1.15LF/\$34.50 night, \$5.80LF/\$174.00 week, \$12.50LF/\$375 month

Table with columns for Daily Rate, Weekly Rate, Monthly Rate, Transient Period From, To, Total Due, and utility fees.

The City of Corpus Christi, Texas, a municipal corporation situated in Nueces County hereinafter called "City", hereby leases to _____ hereinafter called "GUEST", for month to month, a term, not to exceed three 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 Guest's watercraft and parts and equipment thereon as described above.
2. RENTAL. GUEST SHALL PAY THE ABOVE DESCRIBED RENT, UPON EXECUTION OF THIS CONTRACT. RENT PAYMENTS SHALL BE MADE PAYABLE TO THE CITY OF CORPUS CHRISTI MARINA DEPARTMENT, AT 400A N SHORELINE BLVD, LAWRENCE ST T-HEAD, CORPUS CHRISTI, TX 78401-2556.
3. ANNUAL CERTIFICATION. GUEST 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.
4. Enforcement Liens. Guest 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.
6. DELINQUENCY. GUEST SHALL BE DEEMED "UNAUTHORIZED CRAFT" WHEN THE PERIOD OF TIME FOR WHICH HE HAS PAID FOR HIS SLIP/SPACE IN ADVANCE, HAS EXPIRED. A SEVENTY DOLLAR (\$70.00) UNAUTHORIZED FEE SHALL BE ADDED TO A SLIP RENTAL ACCOUNT WHICH HAS NOT BEEN PAID PRIOR TO THE CLOSE OF BUSINESS ON THE DATE PAYMENT EXPIRES AND EVERY SEVEN DAYS THEREAFTER
7. Inspection of Craft During Delinquency. In the event any rent owing to the City by Guest becomes delinquent, but prior to the ninetieth (90th) consecutive day of delinquency, Guest 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.
8. Release of Liability. Guest 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. Guest 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.
10. Termination. This Contract shall continue in force unless terminated by the City Council or unless terminated by either party in the following manner:
11. In The Event of Hurricane Threat. Guest 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.

EXECUTED this the _____ day of _____, _____
CITY OF CORPUS CHRISTI, TEXAS R&R

For Marina Superintendent

Guest

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. Violations of any such provision of these carriers a fine not to exceed Two Hundred (\$200) Dollars, plus possible loss 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 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 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 4mph within 200 feet of the L-Head or T-Head. Speed of moving craft inside the City Marina shall be held down to a limit which will leave no wave action from their craft. No speedboat contests are permitted within the water areas protected by the City of 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 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.
9. **WATER DWELLING-**No watercraft whatsoever which is being used by the person or persons aboard as 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 (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 a major hull and /or superstructure repairs while berthed at the space without written permission from the 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 water areas, without prior written approval of the Marina Superintendent.
13. **FISH NETS AND TROTLINES-** It shall be unlawful to seine for marine life drag a net, set out a trotline or sale line, in all the water areas of the City Marina bound by the rock breakwater.
14. **TRESSPASSING-**No person is to be upon any craft, its dock and bulkheads except the space lessee, their guest or agent 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 owners 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 his pilot, shall be responsible for the damage his craft may cause in 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. **BILFEWATER, OILS AND INFLAMMABLES-** It is unlawful for any person to discharge of any oily bilge water, oil or flammable 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 including 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 CONDCTIONS-** 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.