



715 N Holiday Drive  
Galveston, TX 77550  
(409) 765-3000

Slip: Dock B029  
Reservation Status: Pending

#### Contact

Galveston County Sheriff Department/ Jimmy Fullen  
601 54th Street  
Galveston, TX 77551  
Email: [jimmy.fullen@galvestoncountytx.gov](mailto:jimmy.fullen@galvestoncountytx.gov)

#### Vessel

Sheriff's Boat  
LOA / Beam / Draft: 28' / 8' / 4'  
Maker: Sea Ecol  
Model: Center Console  
Registration Number:

#### Arrival

Scheduled Arrival Date: 1/1/2025 12:00 PM

#### Departure

Scheduled Departure Date: 12/31/2025 12:00 PM

#### Billing Summary

Item	Date	Total	Balance
Reservation Invoice 5720969	1/1/2025	\$5,400.00	\$5,400.00
Total Owed			\$5,400.00
Current Balance			\$5,400.00

#### Terms & Conditions

##### Annual Wet Slip/Dry Stack Lease Galveston Yacht Marina ("Gym")

1. **Lease Term:** LESSOR hereby leases to LESSEE, space for the following property ("Leased Premises") located at the Galveston Yacht Marina on the terms set out in this lease for a term of ONE (1) year from the begin date listed above, ending at midnight of the End Date listed above. Lessor reserves the right to relocate Lessee's vessel to a similar size at any time during the term of this lease. This lease shall remain in full force and effect notwithstanding any such relocation. Within the first 30 days of your lease GYB reserves the right to adjust your lease rate if it is found- the dimensions of your boat are incorrect.

**2. Monthly Rent:** Rent shall be paid monthly, on or before the fifth (5th) day of each month, or if mailed, postmarked by the 5<sup>th</sup> day of the month rent is due (unless prepaid yearly) at Lessor's address set out in this lease, on the tenant portal, or at such other place in Galveston County, Texas, which Lessor may designate in writing from time to time. If rents are not received by midnight of the 5<sup>th</sup> day of the month for which it is due, a late charge of \$50.00 will be applied to the lessee's account. Additionally, if payment has not been made by the 15<sup>th</sup> of the month in which it is due, Lessor retains the right to lock the Vessel until full rents are paid. Lessee acknowledges its obligation to pay rent and other amounts payable hereunder for the entire lease term.

Payment may be made in the form of Debit/Credit Card/ACH Bank Debit/Checks. All checks must be made payable to Galveston Yacht Marina.

**NOTICE: YOUR USE OF ANY BOAT SLIP OTHER THAN THE LEASED PREMISES WILL RESULT IN YOUR CLASSIFICATION AS A TRANSIENT TENANT, AT A RATE OF \$3.00/ BOAT FOOT PER DAY**

**3. Automatic Lease Renewal:** This lease automatically renews on a month-to-month basis unless Lessee or Lessor provides the other party written notice of termination at least Sixty (60) days prior to lease termination. Oral notice of termination will not be accepted. If Lessee fails to provide Lessor timely written notice of termination as required, the lease will automatically renew on a month-to-month basis at a rate of one hundred fifty percent (150%) of the quoted monthly lease amount. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until Lessee provides written notice of termination to Lessor. In the event Lessee does not vacate the premises, Lessee shall pay one hundred fifty percent (150%) of the monthly rate.

**4. Termination of Lease:** Lessor or Lessee reserves the right to terminate this lease with or without cause at any time. Lessee agrees to remove the Vessel and all of Lessee's personal property from the Leased Premises no later than ten (10) days after Lessor has given written notice of termination.

**5. Security-Damage Deposit:** Lessee must pay a security-damage deposit equal to in advance. Failure to do so may result in immediate termination of this lease. Lessor may, with or without notice to Lessee, apply the security-damage deposit to any obligations of Lessee under this lease that have not been discharged on a timely basis by Lessee. The security-damage deposit, minus amounts applied by Lessor to discharge Lessee's obligations hereunder, will be refunded to Lessee within thirty (30) days after the expiration of this lease and receipt from Lessor of Lessee's current address. (Lessee may not apply the security-damage deposit to the last month or any other rent that has accrued under this lease).

**6. Nature of Lease:** Lessor and Lessee expressly agree that this lease is for rental of a wet slip or dry storage only.

**7. Other Charges:** Lessee agrees to pay on a timely basis all charges for electricity and other utilities or services furnished to the Leased Premises, regardless of whether such utilities or services are separately metered. Water service to boat slips is included at no additional charge. Hurricane Fees are as referenced in Section 29 below. Meters are read each month and are billed separately.

**8. Live Aboard Fees:** If Lessee lives aboard their vessel, the lessee agrees to pay a monthly fee of \$115.00/month for vessels under 50 feet and \$145.00/mo. for vessels 50 feet and over. Live Aboard is defined as anyone who stays on the vessel full-time for 6 months or more per calendar year.

**9. Charter Fees/Insurance:** Charter Fees apply to anyone who rents their vessel for remuneration 2 times per month or more during the term of this lease. Charter Fees are \$115.00/mo. and require proof of insurance declarations page for no less than \$1,000,000 per occurrence General Liability (Protection and Indemnity) coverage.

**10. Credit Card Authorization:** Owner shall execute the "Credit Card Authorization" attached hereto as "Exhibit D" and shall supplement such authorization so that the credit card information provided to "Lessor" is always current and valid, and "Lessee" authorizes "Lessor" to automatically charge credit card for the full amount incurred under this agreement by "Lessee" plus an additional credit card fee of 2.2% per transaction.

**11. Lien in Favor of Lessor:** THIS LANGUAGE HAS BEEN REMOVED BECAUSE THE VESSEL ASSOCIATED WITH THIS LEASE IS STATE-OWNED AND, AS SUCH, CANNOT BE INDEMNIFIED.

**12. Use of Parking Areas:** Lessee is entitled to reasonable use of the parking lot facilities belonging to Lessor (vessels in Dock A have two assigned parking spaces); HOWEVER, LESSEE MAY NOT STORE TRAILERS, BOATS, OR OTHER PERSONAL PROPERTY IN PARKING AREAS OR UNDER THE COVERED PARKING ON A DOCK. Vehicles in dilapidated condition, expired license, safety sticker, flat tires, etc. will be removed at the owner's expense.

**13. Compliance with Environmental Regulations and Laws:** Lessee agrees to comply with all Federal, State regulations against the overboard discharge of marine toilets and all other Federal, State, and local environmental statutes, ordinances, regulations and other laws in the storage and maintenance of the Vessel and in Lessee's use of the Leased Premises. Lessee will deposit oil, grease, oil filters and other petroleum waste only in proper receptacles designated for such items, not in dumpsters or other general waste receptacles. All petroleum waste must be deposited in the Oil Recycling Center located at the entrance to C dock, inside of the building top of the stairs and to the main tank. No buckets are to be left outside of the building. A sanitary pump out is located next to the dry stack building.

**14. Indemnity Agreement and Responsibility for Damages and Losses:** IT IS AGREED THAT LESSOR HAS NO RESPONSIBILITY FOR THEFT OR DAMAGE TO LESSEE'S VESSEL, TRAILER CONTENTS, TACKLE OR APPURTENANCES OR ANY OTHER OF LESSEE'S PROPERTY STORED IN OR ABOUT THE LEASED PREMISES, SPECIFICALLY INCLUDING BUT NOT LIMITED TO: THEFT OR DAMAGE ARISING FROM THE ACTS OF THIRD PERSONS, DAMAGE DUE TO THE ELEMENTS (SUN, DIRT, WIND OR WATER) RESULTING IN BLEACHING, RUST, OR CORROSION OF VESSEL. LESSOR IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY IMPROPER OPERATION OF LESSEE'S VESSEL OR BOAT LIFT, OR NONCOMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH HEREIN. LESSOR IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE BECAUSE OF A POWER SURGE OR POWER FAILURE.

**15. Insurance:** GALVESTON COUNTY IS SELF-INSURED FOR ALL THIRD-PARTY CLAIMS UP TO THE LIMITS OF LIABILITY AS ALLOWED UNDER CHAPTER 101 TEXAS CIVIL PRACTICE & REMEDIES CODE TO THE EXTENT GALVESTON COUNTY IS LIABLE UNDER THE TEXAS TORT CLAIMS ACT.

**16. Maintenance of Leased Premises:** Lessee agrees to store dinghies and all other personal property aboard the Vessel or in a locker, and not on piers or in the water. Lessee agrees to place all trash in the receptacles provided for that purpose and to keep walkways and finger piers clear from obstruction. Lessee agrees to restrict fishing to Lessee's slip or areas permitted by Management.

**17. Rules and Regulations:** Lessee agrees to follow the rules of safe boating within the Marina. Lessee agrees to comply with all Rules and Regulations as described in Exhibit A attached to this lease, as amended from time to time during the term of this Lease. Exhibit A and any amendments thereto are hereby incorporated for all purposes into this agreement. Lessee will ensure that guests follow such rules and regulations as described in Exhibit A attached, as well as any new or revised written regulations published from time to time by Lessor to ensure the safety and convenience of all patrons.

**18. Change in Ownership of Vessel:** In the event that ownership of the vessel changes, Lessee agrees to notify Lessor in writing immediately. Reassignment of the Vessel to a slip within the GYM will be at the sole discretion of the Marina management.

**19. Abandonment:** Upon termination of the lease, Lessee must immediately remove the Vessel from the premises. If the Vessel is not removed within ten (10) days after termination of the lease, Lessor may determine the Vessel has been abandoned. Upon abandonment of the Vessel, Lessor has the right to remove the Vessel and any property stored in locker or on the finger pier and relocate the vessel and property to any location that Lessor designates and to remove the vessel from the water. Lessor has the option to report the Vessel as abandoned to any law enforcement agency of its choosing and have such agency remove the vessel or to transfer title to the landlord as may be allowed under the rules and regulations of such agency. Lessee is responsible for all costs of removing the Vessel, all storage fees incurred, any and all additional costs and all attorneys' fees incurred by the Lessor. Lessee waives all Claims against the Lessor and/or Lessor's Parties arising from any right available to Lessee under Applicable Law restricting Lessor's foregoing rights, and the right to assert any Claim against Lessor for the value or use of any property abandoned by Lessee in the Premises.

**20. No Assignment:** Lessee shall have no right to sublease, assign or otherwise transfer this lease or any interest of Lessee in the lease without written permission of Lessor, which may be withheld for any reason. Lessee is not allowed to rent their vessel as a short-term rental. Examples: Airbnb, VRBO, or any other rental companies.

**21. Extended Vacancy:** Lessee agrees to give prior written notice to Lessor if the Vessel will leave the Leased Premises for one week or more. During such time, Lessor retains the right to lease the Lessor's slip on a daily basis as a transient slip. Monies from transient fees will be paid to Lessor.

**22. No Competition:** Lessee agrees to refrain (within the confines of the Marina) from any commercial activities that would compete with any business activities of Lessor, or any of its Lessees, including without limitation the sale of prepared food, tackle, bait, ice, vessel repair services or bulk fuel delivery in marina.

**23. Applicable Law:** This agreement is to be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created in this agreement are performable in Galveston County, Texas. This written agreement is the sole and only agreement in effect between the parties and no other representations or warranties have been made by other parties that are not contained in this agreement. This agreement may be amended only by a written instrument signed by each party.

**24. Notice:** Each party agrees that any notices to be given to the other under this agreement may be given in writing by emailing it to [frontdesk@galvestonyachtbasin.com](mailto:frontdesk@galvestonyachtbasin.com) or by mailing the notice, postage paid, by regular mail or by certified mail, return receipt requested, to the other party at the Galveston Yacht Marina office address located at 715 N. Holiday Dr, Galveston, TX 77550. Notice will be considered to have been given at the time the notice is deposited, postage prepaid, in a proper United States Postal Service receptacle.

**25. Transfer of Space:** Any change of dock location during the term of this lease will require written approval of Lessor.

**26. Slips with Boat Lifts:** Lessor agrees to maintain the lift and replace any items that need replacing. Lessee shall immediately notify Lessor of any problems with the lift in writing and deliver written request to the marina office so a work order can be created. Failure to notify Lessor immediately of any malfunction will cause Lessee to be liable for any repairs or replacements. The lift is designed for a capacity of up to 15,000 lbs. Do not overload your lift. If the lift is overloaded for any reason, Lessee will be responsible for any repairs or replacements required to place the lift back in good working order. Some lifts on A dock are rated for over 15,000 lbs. up to 30,000 lbs. Please do not overload these lifts for any reason. If the lift is overloaded, Lessee will be responsible for any repairs or replacements required to place the lift back in good working order. Lessee shall use the boat lift in accordance with all manufacturer's guidelines and instructions for operation. Lessee understands no persons are allowed in the vessel until all weight is off the lift and the vessel is in the water. The lift is controlled by a barrel switch that must always remain in the center position when not in use. Do not jam the switch with any object to keep it in the up or down position or leave it unattended while in use. When the lift is not in use, the start-stop switch must be padlocked or covered with an appropriate lock or cover supplied by Lessee. Lessee agrees to make all guests, contractors and any other person using the lift aware of the danger of serious injury or death associated with improper maintenance or use of the lift. If the boat slip covered by this agreement contains a boat lift, Lessee shall, prior to using such lift, contact its insurer to determine any additional coverage that is required, obtain such coverage, and provide Lessor with a certificate of insurance evidencing such coverage. Failure to comply with the foregoing requirements may result in immediate termination of this lease. The indemnity set forth in Section 11 above will apply with respect to any breach of this Section 25 by Lessee and/or Lessee's use of the boat lift, including without limitation, any death or bodily damage to persons, and any damage to Lessee's vessel and/or Lessor's property (in addition to the matters covered in Section 11).

**27. Lessee Default:** If Lessee fails to make payment of any Monthly Rental within five days of delivery by Lessor of notice of any Monthly Rental that is past due, or fails to cure any other default under this Agreement within ten days of delivery by Lessor of such default, then a "Lessee Event of Default" shall exist and Lessor shall have the following remedies, which shall be cumulative rather than exclusive:

a) the right to terminate this Agreement, and the grant of the Lease hereunder, which termination right may be exercised by written notice by Lessor to Lessee, and which termination shall be effective as of the date of such notice.

**(B) THROUGH (G) REMOVED**

(h) any and all other remedies allowed Landlord under federal or state law, either under common law, statute or local, state or federal regulation.

In the event of any Lessee Event of Default, Lessor shall have the right to recover from Lessee, (a) all Monthly Rental that is past due, including any late payment fees due in connection therewith, (b) all Monthly Rental to come due during the remainder of the Term (assuming that Lessor has not terminated this Agreement and the Lease hereunder.

**28. Holding Over:** In the event of holding over by Lessee after the expiration or termination

of the term and without the written consent of Lessor, Lessee shall pay monthly rent equal to one hundred fifty percent (%150) of the amount of all rent payable during the last month of the term. No holding over by Lessee, either with or without the consent and acquiescence of Lessor, shall operate to extend the Lease for a longer period than one (1) month. Any holding over with the consent of Lessor in writing shall thereafter constitute this Lease a month-to-month lease.

29. Hurricane/Named Storm Plan: We encourage you to have a plan ready in case we have an approaching named storm or hurricane. See attached "Exhibit C" hurricane plan.

30. Check-out: The slip and/or boat lift must be left broom clean and in good working condition. The doc storage cabinet must be cleaned out and in good condition with all personal belongings removed and discarded. A \$50 charge will be assessed for cleaning out the storage cabinet. Walkthroughs with Galveston Yacht Marina Management can be requested once the Lessee has vacated the slip.

31. Errors and Omissions: In consideration of the Lessor's approval of this lease, the Lessee agree(s), if requested by Lessor, to fully cooperate and adjust for clerical errors, any and all lease documentation if deemed necessary in the reasonable discretion of Lessor.

The Lessee(s) agree(s) to comply with all requests by the Lessor within 30 days from date of contact to the Lessee(s).

By clicking above, I acknowledge receipt of Rules and Regulations titled "Exhibit A", "Exhibit B" and "Exhibit C".

#### **EXHIBIT A RULES & REGULATIONS**

1. Boats shall not proceed at a speed that causes a wake within the Marina.
2. No major mechanical repairs or maintenance work shall be performed on your boat in the slip.
3. Household garbage must be bagged and disposed of properly in the trash containers provided at trash disposal locations. Discarded boat materials must be placed in trash containers and not left on docks.
4. Used oil, oil filters, fuel filters, oil cans and other contaminants must be disposed of properly at the oil-recycling center located at the head of C dock. Fuel and oil barrels may not be left on the dock, or outside of the oil disposal house.
5. The Marina office must approve in writing any signage to be placed on boats or dock lockers before installation. For sale signs by owner or broker will not be allowed on lockers.
6. No swimming or diving is permitted in the Marina.



**7. All pets must be on a leash, and they must be under your control at all times.**

**8. State Laws pertaining to the wearing of life jackets must be complied with. It is also recommended that all children under 13 years of age wear life jackets while on docks and fishing as well as be supervised at all times.**

**9. Vehicles and trailers parked in unauthorized areas, handicapped parking and/or driveways will be removed without notice and owner/operator will be responsible for charges.**

**10. Absolutely no refueling of boats or fuel transfers in your slip and no storage of any type of fuel in your locker or on docks. Any fuel spills must be reported to the U.S. Coast Guard, NRS at 1-800-424-8802 and General Land Office at 1-800-832-8224**

**11. Smoking is prohibited in the restrooms and at the fuel dock.**

**12. Piers and walkways must be kept clear so as not to interfere with others. When your slip is unattended, nothing whatsoever should remain on docks or piers.**

**13. You or your guests, employees or agents must not engage in any activity that would interfere with the peaceful enjoyment of other tenants in the Marina.**

**14. You may not use or permit any portion of the Leased Premises to be used for any purpose that is unlawful or deemed to be hazardous.**

**15. Any use of the leased premises that could cause an increase in the cost of Lessor's insurance policies is prohibited.**

**16. Fishing is permitted in your own slip or boat only. You must keep your area clean, and any guest must be accompanied by you.**

**17. All Maritime laws of the U.S. Coast Guard and The Texas Parks and Wildlife, including fishing**

**18. No BBQ pits or open flames area allowed on the piers or docks.**

**19. Any tenant who wishes to live aboard his/her vessel must notify the Marina management and is subject to an additional fee of \$100.00/Month for boats under 50ft and \$125.00/Month for boats 50ft LOA or larger, beyond the basic slip rental. This privilege is at the absolute discretion of the Marina management and may be canceled with or without cause with a 30-day written notice.**

**20. Tenants who engage in charter fishing or other for-hire activities must abide by all government rules and regulations covering such enterprises. Please only use the carts marked "Fish Only" for disposing of your fish carcasses over the sea wall on E-Dock. The use of the Leased Premises in such a manner that disrupts the enjoyment of other tenants may result in revocation of your privilege to operate such business from the premises.**

**21. Dock carts are provided for all of our tenants. Please keep the carts clean and return them to their storage location when finished. Any other unauthorized cart left unattended is subject to removal and disposal by the Marina.**

**22. Golf carts should be parked in the spaces provided. When unattended, they should be electronically disabled or manually cabled. They must be numbered with your slip number for identification. Carts left on flats or in poor condition will be disposed of. It is your responsibility to ensure that anyone using your golf cart is qualified to do so. It is lessee's responsibility to be familiar with and follow the manufacturer's recommendation posted on the golfcart and owner's manual. Golf carts operated within the Galveston Yacht Marina would be driven only by licensed drivers.**

**23. Repairs to cars, trucks, golf carts, motorcycles or any other vehicle type are prohibited on the Marina property.**

**24. All fish carcasses must be disposed of outside, through the gate on the E-dock wall into the water. A hose is available to clean your cart and your cooperation is appreciated in keeping the dock clean. Fish cleaning will not be permitted that interferes with the passage of golf carts or pedestrians on the main pier area. Any tenant(s) caught dumping fish or carcasses other than described above, will be assessed a cleanup fee in the amount of \$50.**

**25. Satellite dishes may only be installed at tenants rented slip. Dishes attached to other tenant's property will be removed and disposed of without notice.**



**26. Lessor reserves the right to “lock down” the Marina in preparation for anticipated storm landfall and Lessee understands that access to the Marina may be denied once Lessor determines, in its sole discretion, that conditions are no longer safe for entry of any given Lessee for purposes of removing a vessel or other purposes.**

#### **EXHIBIT B Operation of Lift and Maintenance Guidelines**

- 1. Please check your ropes/cables and straps to make sure they are not frayed.**
- 2. Please check your blocks to make sure the cable is not kinked and running smoothly through the blocks.**
- 3. Do not stand in the lift while it is being raised or lowered**
- 4. Do not use any device to automatically hold the button in while raising the lift. The lift should be raised and lowered by one person who is holding the switch at all times.**
- 5. Please report any items above to the office so a work order can be created, and the lift repaired.**

**Failure to report repairs that are needed in a timely manner will become the expense of the tenant.**

#### **EXHIBIT C Hurricane/Named Storm Plan Addendum**

**Additional Hurricane Storage Fee would be 1) outside on a rack is \$1500 and \$3000 for inside dry stack building. Give an option for storage during the hurricane. Invoice will be sent for storage.**

**We encourage you to have a plan ready in case we have an approaching named storm or hurricane. GYM will start to implement a hurricane plan that will include the following:**

- 1. Notification by email to all tenants that they need to remove their boats from the marina or tie them down securely in their slips. Dry Stack storage is available during such occurrences on a first come, first served basis, and is limited to boats of 32ft. LOA or less.**
- 2. Dry Stack building will be closed and secured 36 hours prior to estimated storm landfall.**
- 3. The marina will be closed 24 hours before estimated landfall of a hurricane or named storm.**
- 4. Lessor is not responsible for any damage to Lessee's vessel or Lessee's property.**

**Customer Signature:**

**Date:** 2/17/2025

**Galveston County:**

  
Mark Henry, County Judge