

# GRMG

17940 Painter's Row • Covington, LA 70435  
(985) 893-0077



## 1. Page 1

### 1.1 PARTIES:

**Marina Beau Chene** (hereinafter referred to as Lessor) hereby leases to: <<**Tenants (Financially Responsible)**>>

(Hereinafter referred to as Lessee) the following described property:

### 1.2 PREMISES:

<<**Unit Address**>> Marina Beau Chene, St. Tammany Parish, Louisiana.

Lessee acknowledges that it is the policy of Lessor to provide, insofar as is practical, slips commensurate in size to the vessel berthed within, and that in order to serve as many vessels as possible, Lessee may be asked by Lessor to move his vessel, within a reasonable time, if said vessel and the assigned slip are in violation of this policy or if another slip more commensurate in size to said vessel becomes available.

Lessee acknowledges that it is the policy of Lessor to provide, insofar as is practical, slips commensurate in size to the vessel berthed within, and that in order to serve as many vessels as possible, Lessee may be asked by Lessor to move his vessel, within a reasonable time, if said vessel and the assigned slip are in violation of this policy or if another slip more commensurate in size to said vessel becomes available.

The slip return herein is to be used only for the purpose of berthing or mooring the following vessel:

Name of Vessel: **Not Available**                      Make of Vessel:

Type of Vessel:    Size Motor:

Length:      Beam:      Draft:                      Vessel insured by:

Vessel owned by:

Address of owner:

Telephone number of owner:

Lessee is obligated not to use the premises for any purpose that is unlawful or that tends to injure or depreciate the property of Lessor or others.

Lessee acknowledges that the premises are in good condition and accepts them in such condition and agrees to keep them in such condition during the term of the lease at his expense and to return them to Lessor in the same condition at the termination of the lease, reasonable wear and tear excepted. Lessee assumes responsibility for the condition of the premises.

### 1.3 TERM:

This lease is for a term commencing on the <<**Lease Start Date**>> and ending on <<**Lease End Date**>>.

### 1.4 RENEWAL:

If Lessee or Lessor desires that this lease be terminated at the expiration of its term, said party must give to the other written notice at least thirty (30) days prior to that date. Unless written notice of termination is given by either party thirty (30) days before expiration, this lease shall be automatically renewed on a month-to-month basis and shall be subject to termination by either party on at least thirty (30) days advance written notice.

### 1.5 RENT:

This lease is made for and in consideration of a monthly rental of <<**Monthly Rent**>> Dollars per month, payable in advance on or before the **first day of each month** at the office of Marina Beau Chene, 900 Marina Boulevard, Mandeville, Louisiana 70471. Any monthly rent payment not received by the fifth of the month shall be considered delinquent and Lessee agrees to pay an additional sum of **Thirty and No/100 (\$30.00) Dollars as a late charge**. If Lessee pays by check and said check is not honored on presentation for any reason whatsoever,

Lessee agrees to pay an additional sum of **Thirty And No/100 (\$30.00)Dollars as a penalty**. This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Lessor.

#### 1.6 TIMELY PAYMENTS:

Rent is due on or before the first (1st) day of the month! Monthly rental payments not received by 5:00 P.M. on the 5th day of the month will be considered delinquent and a late fee in the amount of will be assessed. If rent is not paid by the 10th of the month Lessee will be assessed an additional **\$30.00** late fee. (Failure to pay any required late fee in addition to the rent shall constitute a default of the terms of the Lease.) If Lessee pays by check and the check is not honored on presentation to the bank for any reason whatsoever, Lessee agrees to pay an additional sum of **\$35.00** as a NSF charge or penalty. (Failure to pay the NSF charge or penalty shall constitute a default of the terms of the Lease). This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of the Lessor. All fees must be paid before any monies will be applied to the next months' rent.

#### 1.7 PRO-RATA RENT:

Lessor acknowledges receipt from Lessee of the sum of **<<Prorated Rent>>** which is prorated rental from the date of commencement of this lease to the first day of the following month.

#### 1.8 SECURITY DEPOSIT:

Upon execution of this Lease contract, Lessee agrees to deposit with Lessor, the receipt of which is hereby acknowledged, the sum of **<<Security Deposit Charges>>**.

This security deposit, which is non-interest bearing, is to be held by Lessor as security for the full and faithful performance of all the terms and conditions of this Lease. This security deposit is not an advance rental and Lessee may not deduct any portion of the deposit from rent due to Lessor. This security deposit is not to be considered liquidated damages unless the Lessee is placed in default of the Lease. In the event of forfeiture of the security deposit due to Lessee's failure to full and faithfully perform all of the terms and conditions of the Lease, Lessor retains all of his other rights and remedies. Lessee does not have the right to cancel this Lease and avoid his obligations there under by forfeiting the said security deposit.

Subject the provisions below, the Lessee will be entitled to return of the said security deposit within thirty (30) days after the premises have been vacated and inspected by Lessor provided said Lease premises are returned to Lessor in as good of condition as they were in at the time Lessee first occupied the premises, subject only to normal wear and tear and and all keys are surrendered to Lessor. Lessee agrees to deliver the Slip and area around Slip clean and free of trash at the termination of the Lease.

Garbage/Debris/Other Trash at Actual Labor & Disposal Cos

Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security deposit will automatically be forfeited as liquidated damages should the Lessee be in default of the Lease, vacate or abandon the premises before the expiration of this Lease, except where such abandonment occurs during the last month of the term of the Lease, Lessee has paid all rent covering the entire term and either party has given the other timely written notice that this Lease will not be renewed under its automatic renewal provisions.

#### 1.9 OCCUPANTS:

**<<Tenants (Financially Responsible)>><<Other Occupant(s)>>**

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

2. Page 2

#### 2.1 PETS

**Pitbulls, Doberman Pinschers, Dalmatians, or Rottweilers are not allowed on the property at any time.**

No pets are allowed on premises without a written agreement attached to and made a part of this Lease.

## 2.2 SUBLEASE:

Lessee shall not rent, sublet or grant use or possession of the leased premises to any other party. To accommodate Lessee, and only by prior mutual written consent of both parties, Lessor may in its sole discretion permit another to occupy the premises. During such occupancy all the lease terms shall continue in effect, except that the rental payments by Lessee would be suspended while the additional lessee is paying the rent.

The additional lessee shall be required to enter into a written lease with Lessor.

## 2.3 DEFAULT OR ABANDONMENT:

Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated, should the premises be abandoned (it being agreed that an absence of Lessee from the lease premises for five (5) consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) by Lessee, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment for the benefit of creditors, then in any of said events, Lessee shall be ipso facto in default and the rent for the whole of the unexpired term of the lease together with attorney's fees, at Lessor's options, shall immediately become due. However, Lessor may proceed one or more times for past due installments without prejudicing this right to proceed later for the rent for the remaining term of the lease. Similarly, in the event of any such default, Lessor retains the option to cancel the lease and obtain possession of the premises by sending to Lessee's last known address written notice to vacate the premises. In the event of such cancellation and eviction, Lessee is obligated to pay any and all rent due and owing through the last day said premises are leased.

## 2.4 OTHER VIOLATIONS & NUISANCES:

Should Lessee at any time violate any of the conditions of this lease, or should Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other tenants in the Marina, such as by being boisterous or disorderly, creating undue noise, disturbance or nuisance of any kind or nature, engaging in any unlawful or immoral activities, or failure to abide by the rules and regulations as specified below, Lessor shall have the option to immediately cancel this lease and obtain possession of the premises.

Anything herein to the contrary notwithstanding, notice of such cancellation may be given verbally to Lessee or to any other occupant of the slip or berthing space, or by posting written notice on the Lessee's boat or slip.

## 2.5 RULES & REGULATIONS

Lessee agrees that:

### REGULATIONS

- (1) He shall not discharge the head(s) of his vessel nor shall he dump garbage, trash or oil into the water of the Marina.
- (2) He shall not clutter piers and walkways. A dock box measuring no larger than three (3) feet by four (4) feet may be placed on the shore. All other objects must be stored on Lessee's boat.
- (3) He shall not allow his vessel to become derelict or remain abandoned or sunken, and if Lessee's vessel is sunk or becomes abandoned or derelict, Lessee hereby gives Lessor authority at Lessor's sole discretion to raise the sunken vessel and to bill Lessee for the cost of raising said vessel.
- (4) He shall not use or allow his vessel to be used for living quarters without specific written permission from Lessor.
- (5) No pets are allowed to live on premises or the Marina without specific written permission from Lessor.
- (6) He will abide by the rules and regulations of Marina Beau Chene that are now in effect or as hereinafter amended.

## 2.6 WARRANTY:

Lessor warrants that the Leased premises are in good condition. The Lessee accepts them in such condition and agrees to keep them in such condition during the term of the Lease at his expense and to return them to Lessor in the same condition at the termination of the Lease with normal decay, wear and tear excepted.

## 2.7 OCCUPANCY:

Should Lessee be unable to obtain occupancy on the date the Lease was signed due to causes beyond control of Lessor, this Lease will not be affected thereby, but Lessee will owe rent beginning only with the day on which he can obtain occupancy of the premises.

Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a credit for the unexpired term of the Lease. However, Lessee will not be entitled to a reduction of the monthly rent or cancellation of this Lease because of a temporary failure of utilities, air conditioning, or any Act of GOD.

## 2.8 ADDITIONS & ALTERATIONS:

Lessee shall not make any additions or alterations whatsoever to the premises without written permission of Lessor. Any additions made to the property by Lessee shall become the property of Lessor, without compensation to Lessee, at the termination of this lease unless otherwise stipulated herein.

Should an addition or alteration made by Lessee cause any increase in the insurance rate on the premises, Lessee agrees to pay such increase in addition to the agreed rental. However, nothing shall be placed or done upon the leased premises by Lessee which will cause forfeiture of any insurance.

## 2.9 INSURANCE

Lessee shall maintain liability insurance to the extent of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS. Before any vessel is moored in the leased premises, Lessee must supply Lessor with a certificate of insurance on said vessel naming Lessor and its partners, members, employees and agents as additional insureds with a waiver of subrogation and thirty (30) days prior written notice of cancellation or material change in the coverage.

Property insurance on any vessel or other property located at the leased premises by or through Lessee, for loss caused by fire, water, theft, Acts of God, or otherwise, shall be obtained at Lessee's option and expense and Lessor shall not be responsible for any such losses, whatsoever.

## 2.10 LIABILITY:

Lessee agrees that Lessor, its partners, agents and employees, shall not be liable for any damage, loss, destruction or deterioration of or to Lessee's vessel, or any article or things attached thereto or left thereon, or the contents thereof, from any cause whatsoever. Lessee further agrees that Lessor shall not be liable to Lessee, or to Lessee's employees, patrons, visitors, or to any other persons for the damage to persons, including death, or to property caused by any vice or defect of the leased premises or the Marina, or by any act, omission or neglect of Lessor, or any other tenant, and **LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR AND ITS PARTNERS, EMPLOYEES, AGENTS, AND THEIR INSURERS HARMLESS, EXCEPT FOR THEIR SOLE NEGLIGENCE, FROM ALL CLAIMS FOR ANY SUCH DAMAGE, WHETHER IT OCCURS ON OR OFF THE LEASED PREMISES OR THE MARINA.**

## 2.11 SIGNS & ACCESS:

Lessor or its agents or employees shall have the right to enter the premises at any time for the purpose of making repairs necessary for the preservation of the property.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. Page 3

### 3.1 ATTORNEY'S FEES:

Lessee agrees that if any attorney is employed to protect any rights of the Lessor or others hereunder, Lessee shall pay all fees of such attorney. However, in no case shall such fee be less than Two Hundred and No/100 (\$200.00) Dollars. Lessee further agrees to pay all court costs and sheriff's charges if any.

### 3.2 OFFENDER NOTIFICATION:

The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540 et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

3.3 OTHER:

Should Lessee at any time violate any of the conditions of this lease, or should Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other tenants in the Marina, such as by being boisterous or disorderly, creating undue noise, disturbance or nuisance of any kind or nature, engaging in any unlawful or immoral activities, or failure to abide by the rules and regulations as specified below, Lessor shall have the option to immediately cancel this lease and obtain possession of the premises.

Anything herein to the contrary notwithstanding, notice of such cancellation may be given verbally to Lessee or to any other occupant of the slip or berthing space, or by posting written notice on the Lessee's boat or slip.

A temporary visitor is one who inhabits the property for no more than ten (10) days.

The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereinafter placed by the Lessor on, or any alienation of, any part of the property of which the leased premises forms a part.

3.4 WAIVER OF NOTICE:

Upon termination of the right of occupancy for any reason, Lessee hereby expressly waives notice to vacate the premises prior to institution of eviction proceedings in accordance with La. Code of Civil Procedure Article 4701 and La. Civil Code Article 2713.

Any notices required to be given pursuant to the terms of this lease shall be mailed or delivered to Lessee at **900 Marina Blvd., Mandeville, La. 70471** and any notice required to be given to Lessor pursuant to this lease shall be mailed or delivered to Lessor at 900 Marina Boulevard, Mandeville, Louisiana 70471.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
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4. Page 4

4.1 OTHER CONDITIONS:

Il rent checks should be made payable to **Marina Beau Chene**.

No partial payments will be accepted.

There will be a **\$30.00**above base rent charge for month-to-month renewals.

All trash must be placed in, not around, the appropriate trash containers with lids.

The Lessee is responsible for his own telephone jacks.

No parking in the grass.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

5. Page 5

5.1 SIGNATURE

**READ YOUR LEASE BEFORE SIGNING, YOUR SIGNATURE AFFIXED HERETO IS AN ACKNOWLEDGEMENT OF YOUR ACQUIESCENCE IN THE TERMS CONTAINED HEREIN**

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
Initial Here

## 6. Sign and Accept

### 6.1 SIGNATURE

**READ YOUR LEASE BEFORE SIGNING, YOUR SIGNATURE AFFIXED HERETO IS AN ACKNOWLEDGEMENT OF YOUR ACQUIESCENCE IN THE TERMS CONTAINED HEREIN**

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed