

**Northshore Club & Marina**  
PO Box 270645  
Flower Mound, Texas 75022  
**Northshore Club Member Marina Lease**

This LEASE AGREEMENT entered into between \_\_\_\_\_ of Northshore Club  
(Landlord) and \_\_\_\_\_ (Tenant) on \_\_\_\_\_ (Date).

For good consideration, it is agreed between the parties above as follows:

1. Landlord hereby leases and lets to Tenant the premises described as follows:

Slip # (s) \_\_\_\_\_

2. This lease shall be for a term of \_\_\_\_\_ year (s), commencing on \_\_\_\_\_ (Date) &  
terminating on \_\_\_\_\_ (Date).

3. Tenant shall pay Northshore Club with the submission of Northshore Club Marina Lease Agreement and completed application the first year annual rent of :

\$600 slip rental \_\_\_\_\_ or  
\$900 slip rental for large slip \_\_\_\_\_ and  
\$150 wave runner \_\_\_\_\_

**NOTE: Northshore Club Membership dues are reflected on Membership Application.**

The second year and thereafter, the Tenant have the option to pay the marina rent and club dues monthly. This option will require notice from the Tenant to the club.

4. Landlord shall at it's expense provide the following utilities or services:

20 amp electrical service  
Security gate  
Perimeter lights

5. Tenant further agrees that:

- a. Upon the expiration of the Lease, it shall return possession of the leased premises in the condition when leased, reasonable wear and tear, fire casualty excepted. Tenant shall commit no waste to the leased premises.
- b. Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.

- c. Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.
  - d. Tenant shall comply with all building, zoning and health codes and other applicable law for the use of said leased premises.
  - e. Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums.
  - f. In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.
  - g. Lessee has a duty to defend and pay for the investigation, defense and payment of claim arising out of the lease that the lessor does or might incur.
  - h. This contract is controlled by Texas law only.
  - i. Any complaint the lessee has/or might have has to be in writing to the club's board of directors.
  - j. Lessee agrees to pay for any collection expenses to include court costs and fees plus any attorney fees that the club might incur if the lessee default on the contract in any way.
  - k. Lessee agrees that the club has the right to report any unresolved billing problem to any credit bureau the club chooses.
6. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
7. Additional Lease terms: \_\_\_\_\_
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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Landlord (Northshore Club Representative)

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Tenant Signature

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act of the applicable Landlord/Tenant statute or code of the State of Texas. If you have a question about the interpretation or legality of a provision in this agreement, you may want to seek assistance from a lawyer or other qualified person,

**MEDIATION, ARBITRATION, SUBROGATION  
AND MUTUAL HOLD HARMLESS AGREEMENT**

**Mediation Clause:**

Any and all disputes of whatever nature and whenever asserted arising out of the club's constitution or by-laws or the interpretation, rescission or alleged breach of same shall be submitted to mediation in Dallas, Texas with a mediator provided by Solutions with the Consensus, Inc. agreeable to all parties, or to a mediator appointed by the presiding judge of the District Court of Denton County, Texas failing the parties agreement on a mediator. Such mediation shall begin within 30 days notice sent and received by any party who has rights under the constitution or by-laws of the club. The parties involved are the Northshore Club, club members, member's family, holders of convertible certificates and any personal or business guest. The costs of such mediation shall be borne equally by all parties to the dispute, unless otherwise agreed by them. An agreement by parties to settle any such dispute shall be regarded as a contract which provisions are conclusive as to the issues of the dispute. Any such mediation shall be conducted in conformity with Title 7 of the Texas Civil Practices and Remedies Code.

**Arbitration Clause:**

Failing successful resolution in mediation of any dispute arising out of the club's constitution or by-laws, arbitration shall be the sole remedy for resolution of any and all disputes. This amendment to the constitution and by-laws waives the rights of the club, club members, member's family members, holders of convertible certificates or invited personal or business guests, assignees or other parties to court action and/or administrative remedy. Any and all disputes of whatever nature and whenever asserted arising out of the constitution or by-laws that have not been resolved through mediation shall be submitted to arbitration in Denton County, Texas with a single arbitrator selected by the parties from a list of potential arbitrators provided by Solutions with Consensus, Inc. or to an arbitrator appointed by the presiding judge of the District Court of Denton County, Texas. The laws of the State of Texas shall apply. Such arbitration shall begin within 60 days of the declaration of failure to the mediation by the mediator, or by any of the parties to the disputes, such notice to be sent certified return receipt requested to each of the parties. The costs of such arbitration shall be borne equally by all parties to the dispute, unless otherwise agreed by them or unless otherwise directed by the arbitrator. Such award shall be enforceable in the same manner as any order of the District Court of Denton County, Texas and shall not be subject to appeal absent gross arbitrability; affirming that any conflict concerning the constitution or by-laws of the club that have not been resolved through mediation will be resolved through arbitration. The arbitration process will be conducted in conformity to the Federal Arbitration Act and to the degree that they do not contradict the Federal Arbitration Act, the rules of the American Arbitration Association for commercial disputes, except for the selection of the forum which shall not be the American Arbitration Association, but shall be Solutions with the Consensus, Inc., its successor organization or another forum appointed by the presiding judge of the District Court of Denton County, Texas.

**Mediation and Arbitration Exclusive Remedies:**

Mediation and arbitration are the exclusive remedies for any alleged wrong under the terms of the club's constitution and by-laws. These remedies are designed to provide expeditious and inexpensive access for all disputing parties to consensual or arbitral-imposed remedies. No club member, member's family, holder of a convertible certificate, personal or business guest, or the Northshore Club itself or assignee of any kind or any other party shall file suit or seek to avoid the provisions for mediation and arbitration contained here. Any involved party subject to these by-laws, assignee or other party filing suit against any other club member, member's family, holder of a convertible certificate or the Northshore Club or assignee or other party concerning a dispute subject to the club's constitution and or by-laws "shall pay" the attorney fees of the club, its officers and directors and any other party sued, who then shall be obligated to seek the immediate return of any dispute to the forum of mediation or arbitration envisioned by this agreement. The Northshore Club and all club members, member's family members, holders of a convertible certificate and invited personal and invited guests are expected to honor and abide by this club by-law.

**Mutual Hold Harmless Agreement**

In the interest of club member relationships and club operations it is agreed that a mutual hold harmless agreement be part of our club by-laws. To the extent that there is applicable liability insurance coverage available, the Northshore Club agrees to hold it's club members, their family members, holders of convertible certificates and or invited personal and business guests harmless for any claim for property damage, bodily injury, and or personal injury of any kind including the cost of investigation and cost of defense unless it is determined in a court of law or by binding arbitration that the club member, family member, holders of convertible certificates or invited personal and or business guests was solely responsible for the injury or damages claimed. It is further agreed that each club member, their family members, holder of convertible certificate and or personal or business invited guests, subject to the club member, family member, holders of convertible certificates and or personal or business invited guests, having applicable liability insurance coverage available, will hold the Northshore Club harmless for any claim for property damage, bodily injury and or personal injury of any kind including the cost of investigation and the cost of defense unless the Northshore Club is determined to be solely negligent and solely responsible for the claimed damages.

**Mutual Subrogation Waiver**

To the extent that an insurance loss is covered by insurance, the Northshore Club and each of its club members, family members, holders of convertible certificates or invited personal and business guests agree that they do not want to have their insurance carriers pursue insurance recovery claims against either the Northshore Club nor against any club member, family member, holder of a convertible certificate or invited personal or business guest, the pursuit of a subrogation recovery by these parties does not foster the spirit of community and cooperation that is an essential part of club operations. It is agreed that as part of club membership or for business relationships that both the Northshore Club and all members, their family members, holders of convertible certificates and their invited personal and business guests grant each other mutual subrogation waivers.