



COMAL COUNTY WATER RECREATIONAL DISTRICT NO. 1

P.O. Box 310009 New Braunfels, TX 78131-0009

Secretary/Treasurer: ccwrdd1@gmail.com (720)333-1041 cell

Island Manager theislandmanager@gmail.com (512) 775-4344 cell

2023-2024 Canoe or Kayak Storage Lease Agreement

This canoe/kayak storage agreement, dated ____/____/____ is between:

1. LESSOR:

a. The "Lessor" is Comal County Water Recreational District No.1 and will be referred to in this lease agreement as "the district"

2. TENANT:

a. The "Tenant" must be a Property Owner in CCWRD No. 1.

Property Owner's Name: _____

Physical Address of property located within CCWRD No. 1:

Mailing Address of Property Owner

STREET _____

CITY _____ STATE _____ ZIP CODE _____

PHONE #: _____ EMAIL ADDRESS _____

Canoe Slot Assigned or Kayak Slot Assigned: _____

Vessel Description

Brand _____

Model _____

Color(s) _____

Serial Number (if available) _____

3. LEASED PROPERTY:
 - a. One lease space, for either one canoe or one kayak, is permitted per property owner, regardless of the number of properties owned.
 - b. CCWRD1 agrees to lease to the Tenant, one storage slot in either the canoe or kayak rack located on the property owned by the District, known as Spring Island, New Braunfels, Texas 78130.
 - c. This lease is specific to the property address and not to the property owner.
4. TERM OF THE LEASE AGREEMENT:
 - a. This lease agreement will begin on January 1, 2024, and end on December 31, 2024.
 - b. This lease agreement DOES NOT automatically renew.
 - c. A new lease agreement is required at the beginning of each year in order to renew the lease.
5. QUANTITY
 - a. The Tenant understands, accepts, and agrees to comply with the condition that the leased space is to be used exclusively for the storage of one (1) vessel only,
 - b. The vessel stored in the rack must be owned by the Tenant or their authorized user for their property.
6. VESSEL SIZE
 - a. Vessel size must be a MINIMUM OF 8 feet in length and NOT EXCEED 17 feet in length.
 - b. Vessels that do not meet these length requirements cannot be stored in the leased slot.
7. USE OF SPACE
 - a. The leased space may not be sub-leased, assigned, loaned to, or used by any person or entity other than the property owner and/or their authorized user. Violations will result in automatic termination of this lease, ineligibility to apply for a lease space for 1 year, and up to a \$500 fine. Access privileges for the property will be suspended until the fine is paid in full.
 - b. The lease space may not be used for commercial purposes.
 - c. Vessel may be removed or returned to the rack by the Property Owner or the property owner's authorized user, only.
 - d. Authorized users that are Tenants of a leased property within the District are prohibited from accessing canoes or kayaks stored in the racks.
8. STORAGE:
 - a. Stored vessels must not interfere with the use of adjoining slots
 - b. Dangling ropes, chains or other materials are not permitted and will be removed by the District. The District is not responsible for items removed under this condition.
 - c. Inflatable Canoes or Kayaks are prohibited.
 - d. Inflatable paddle boards are permitted in fully inflated condition
 - e. Canoes must be stored in the UPSIDE-DOWN position, only.
 - f. Kayaks must be stored ON EDGE with the BOTTOM of the vessel facing TO THE RIGHT while looking at the racks from the Island.
 - g. The vessel must be secured via the cable provided by the District. NO other means of securing the vessel is permitted. Any other means of securing the vessel will be removed by the District. The District is not obligated to inform the Tenant of the removal nor is the District responsible for removed items.
 - h. A green color keyed lock is provided by the District for each slot. The green lock must be used on one end of the cable to allow the District the to access the vessel for maintenance, and if given the opportunity, remove the vessel in the case of a high water event.
 - i. If in the sole judgment of either the General Manager or the Board of Directors, the vessel in the leased slot interferes with the use any adjoining slots, or is not stored as required in section (e) or (f) above, the District has the authority to reposition the vessel without notification to the Tenant.
 - j. The District will notify the Tenant of improper storage via text, email, or notice posted on the vessel
 - k. The 3rd offense of an improperly stored vessel in any calendar year will cause the automatic termination of the lease.

- l. Lessor will label all vessels with the owner's name and slot number.
 - m. The Tenant agrees that if the leased slot remains vacant for a period of 30 days, without notification in writing to the District Manager, via text or email, the lease space will be considered vacated, and this lease will automatically be terminated.
9. NOTICE OF TERMINATION
 - a. An email will be sent to the Tenant notifying of termination of the lease and the cause for termination.
 - b. No refund or proration of any part of the Lease agreement fee will be made in the event of a termination of this lease.
 10. FALSIFYING INFORMATION
 - a. If the Tenant knowingly or intentionally falsifies information on this lease agreement, the lease will be terminated.
 11. AMOUNT OF STORAGE FEE:
 - a. The fee for one canoe or kayak slot is \$250.00, to be paid annually. The Board of Directors of the District may change this fee annually. The fee is not pro-ratable.
 12. LEASE AGREEMENT DUE DATE
 - a. The canoe/kayak slot fee will be invoiced to the Tenant on or before January 5 of each calendar year.
 - b. The signed lease and payment are due and payable by **January 31 of** each lease term to: CCWRD No.1, P.O. Box 310009-0009 New Braunfels, TX 78131
 13. DELINQUENT FEES:
 - a. If lease agreement fee is not received by the District in full as of January 31 of the lease year, the Tenant must pay a late fee of \$40.00 for January and an additional \$40 for each month past due.
 - b. Canoe or Kayak slot fees not received by the District by March 1st of the lease year will cause automatic termination of the lease agreement.
 14. LIABILITY:
 - a. The Tenant agrees to be solely responsible for any damage(s) to or loss of any canoe or kayak stored in the slot designated herein.
 15. SECURITY NOT PROMISED:
 - a. Tenant hereby releases the District from any claims or causes of action for loss or damage to the stored canoe or kayak(s) that arises or might arise in favor of Tenant against the District, it's Board of Directors, officers, employees, or agents.
 16. DISPOSITION OF UNCLAIMED VESSELS
 - a. Any vessel that remains on District owned property more than 15 days after a lease termination will be removed and donated to charity by the District.
 - b. The District is not responsible for loss or cost of replacement of the vessel.
 17. TERMINATION OF LEASE AGREEMENT:
 - a. Any notice sent by the District to the Tenant is effective on the date it is sent, and may be sent via email, USPS, or delivered (a) to Tenant at the address stated in paragraph 2 of this lease agreement.
 - b. Any notice sent by the Tenant to the District may be sent via email or USPS to CCWRD No.1 at PO Box 310009 New Braunfels TX 78131 or (c) at the CCWRD No.1 office located on the Island.

This is a legally binding agreement. By signing below, I attest that I have read and understand all terms and conditions of this agreement.

Tenant Signature _____ Date _____

CCWRD No.1 Secretary Signature _____ Date _____