



JSBB MARINA  
RULES AND  
REGULATIONS  
WITH LEASE  
INFORMATION  
AND FORMS

EFFECTIVE JANUARY 1, 2021



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## Slip Assignment

Marina staff will determine assignment of slips based on availability and lessee needs. The length and width of the boat (in feet) and utility needs of the lessee are deciding factors in assignment of slips. The east pier slips have electricity and water services. The center pier slips have only water services available.

## Rent

Rent is determined based upon several factors which include the rental rate in effect at the time of the lease, the pier where the boat will be kept, the utilities required by Lessee, and the length and width of the boat being kept in the slip. The actual rental rate shall correspond with proper documentation of physical length of the vessel or as determined by Marina staff using a measuring tape and multiplied by the appropriate rate per foot for the pier and slip being occupied.

Rental rates include water service on both piers and electrical service on the east pier in the rental amount.

Rent payments are payable quarterly, in advance, and are due on the first day of the calendar quarter (January 1, April 1, July 1 and October 1). **A discount of \$1.00 per foot is available for timely quarterly rental payments.** No discount is available for monthly payments.

Invoices and/or statements of account **may** be sent by Lessor, but are only done as a courtesy for Lessee, and are **not** required to be sent. It is Lessee's responsibility to assure that all rent payments are made on time.

Lessor **may** require an annual capital improvement surcharge of 10% of the annual rental amount that may be used only for capital improvements and major maintenance at the marina. Recognizing that these types of projects may take longer than one year to complete, any capital improvement funds not used by the end of the calendar year will be carried over to the following year for use. If Lessor is to institute an annual capital improvement surcharge, Lessee will receive at least ninety (90) days prior notice of the charge and the length of time the charge will be collected.



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## Late Charges

**Rents not received by the 10<sup>th</sup> day of the month due are considered delinquent** and will be assessed a delinquent fee of \$25.00 that shall be assessed on all monthly payments and 10% assessed on all quarterly payments, will lose the discount and/or shall be grounds for termination of the lease.

If rental payments are more than 30 days past due, a Warning of Eviction notice will be attached to the vessel. This notice allows 15 days for the tenant to bring all payments due current. In the event that full payment is not received within this 15 day period, an Eviction Notice will be attached to the vessel indicating that tenant is in default of this document and the marina may take action to have the vessel removed from the marina.

## Security Deposit

Lessee is required to pay a security deposit in the amount of one quarterly rental payment (the security deposit). Marina staff have the right to waive any security deposit requirement based upon staff determination of its necessity. No interest will accrue on the security deposit, and Lessor will not be required to keep the security deposit in a separate account. If Lessee fails to perform any of its obligations under this lease, Lessor may use, apply or retain all or any portion of the security deposit to perform the obligation or to compensate Lessor for any loss caused by the default. If Lessor uses, applies, or retains any of the security deposit as permitted in this Section, then Lessee will immediately deliver to Lessor the amount necessary to restore the Security Deposit to its original amount. On the termination of this lease, and provided that Lessee has complied with all of its obligations, Lessor will return the remainder of the security deposit to Lessee.

## Renewal

Renewal shall be at the discretion of the Marina after the initial one-year lease. If renewed, it shall be renewed for a one-year period at the rates and terms in effect at the time of the renewal. All other terms and conditions of the lease will remain in effect for the renewal period. Lessee shall give the Marina thirty (30) days **written** notice of intent to not to renew the lease.



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## **Early Cancellation**

To cancel the lease, **written** notice at least thirty (30) days prior to the cancellation date is required. In the event of early cancellation, a cancellation fee of one quarter's rental shall be assessed. This fee **may** be waived or changed at Lessor's option as agreed upon by Lessor and Lessee. Lessee agrees that it shall not be entitled to cancel this Lease without first having provided thirty (30) days **written** notice to the Lessor. In the event that Lessee fails to provide notice of cancellation of this Lease as provided in this paragraph, Lessee agrees to pay an amount equal to the rental balance for the remaining terms of the Lease. Such fees are due and owing on the day and time that they are incurred.

## **Election Not to Renew**

Lessee must complete the terms of the lease and shall give the Marina thirty (30) days **written** notice of intent to vacate. Upon receipt of **written** notice and the termination of this lease, and provided that Lessee has complied with all of its obligations, Lessor will return the remainder of the security deposit (if any) to Lessee.

## **NSF Check Fees**

Should Lessee's check be returned for any reason, Lessor shall have the option of assessing a worthless check fee of \$35.00 and/or shall be grounds for termination of lease.

## **Attorney Fees**

In the event that it becomes necessary for Lessor to employ an attorney in order to enforce compliance with any of the terms and provisions of this lease, or seek a remedy in connection with a breach of any of the covenants, obligations, or conditions of this lease agreement, Lessee agrees to pay reasonable attorney's fees and other reasonable expenses and costs associated with the enforcement or the pursuit of a remedy. In order to reduce the costs of such legal fees, Lessee specifically waives the right to receive a Notice to Vacate and understands and agrees that upon termination of this Lease and of Lessee's right of occupancy, for any reason, Lessor may immediately institute eviction proceedings in accordance with Chapter 2 of Title XL of the Louisiana Code of Civil Procedure.



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## Slip Transfer

Should Lessee desire to transfer to another slip or exchange slips with another Lessee, a Slip Transfer Fee of two hundred dollars (\$200.00) will be assessed. Such fees are due and owing on the day and time that such transfer is granted.

## Default

Lessee's failure to comply with any of the provisions or conditions of this lease, or violation of any rules or regulations established for the Lessor, shall be cause for termination of this lease agreement. In the event of such an occurrence, except for ipso facto default matters, i.e., failure to pay the rent when due, failure to pay those costs or charges indicated elsewhere in this Lease, and failure to keep on file with Lessor proper insurance certificates, Lessor shall give Lessee notice **in writing**, setting forth the nature of the default committed by Lessee.

Lessee shall have fifteen (15) days from the date of said notice to remedy the breach set forth in said notice. Upon Lessee's failure to timely remedy any such breach, Lessor **may**, at its option, terminate this lease, reserving unto Lessor all rights against Lessee for breach of this Lease, and to collect any sums due or retain any sum paid hereunder, until such time as a new lease for the slip is executed on terms equal to those set forth herein is effective.

Lessee expressly agrees that the Lessor will suffer damage as a result of any breach of this Lease by Lessee, whether said breach is cured or not within the fifteen (15) day grace period, and, accordingly, Lessee consents and agrees to pay an administrative fee equal to one quarter rental due under this Lease in the event of any such default. Failure to pay said fee shall constitute an additional default and Lessor shall have the option of canceling this lease without further notice or formality.

In addition to any and all rights granted to Lessor under this lease in the event of a default by Lessee, Lessor shall be entitled to exercise any and all rights upon a default by Lessee authorized under any existing law or law hereinafter enacted providing for remedies available to a Lessor upon default by a Lessee.



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In the event of default, Lessor shall have a privilege on Lessee's vessel for rent or other charges and for expenses reasonably incurred in the sale of Lessee's vessel under the provisions of the Louisiana Marina and Boatyard Facilities Act, La. Rev. Stat. 9:4780, et seq. Lessee agrees that this provision of this lease constitutes notice of the privilege created by this Act as provided in Section 4783(A)(1). La. Rev. Stat. 9:4783(A)(1).

## **Removal of Vessel Upon Termination of Lease**

Upon the expiration or earlier termination of this lease, Lessee shall remove its boat/vessel from the Marina within twenty-four (24) hours, and, failing to do so Lessee agrees that Lessor may impose the prevailing daily rental fee. The Lessor also shall have the right, without further notice or formality, to sequester and seize as provided under law the boat/vessel to ensure payment of rental or daily rental imposed or other costs incurred.

## **Notices**

All notices, requests or demands or any other communications hereunder shall be via **electronic mail** or at the option of the Lessor, may be served personally on Lessee, be in writing, may be posted on bulletin boards at the marina or mailed to the Lessee through ordinary U.S. Mail, addressed to Lessee as indicated in the Lease Information Sheet attached hereto. Lease Information Sheets must be kept current. It will be the responsibility of the Lessee to notify the Lessor of any changes in mailing address and/or email address or other changes. Electronic mail and U.S. mailing of any document or communication to the address provided in this agreement shall constitute notice to the Lessee. Receipt of communication at the office of the Marina shall constitute notice to the Lessor.

## **Sublease**

Lessee shall **not** have the right to sublet or transfer the slip to any other person. The sale of a boat to a third party shall not imply a subletting or assignment of a lease or slip. Lessor has the right to sublet a rented unoccupied slip to a temporary vessel upon notification of tenant by phone, email or mail.



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## Vessel Registration

Lessee shall register the boat/vessel with the United States Coast Guard or the Louisiana Department of Wildlife and Fisheries, or other State agency, as required by law, **prior to** the execution of this lease. Evidence of that registration shall be presented to the Lessor on demand. The vessel registration number shall be affixed to the boat/vessel in the manner specified by the United States Coast Guard or the Louisiana Department of Wildlife and Fisheries. Failure to register a boat/vessel as specified above, or to maintain said registration in a current status, shall constitute a violation of this lease agreement and **shall** be the basis for the termination of this lease.

## Lessee's Insurance Obligations

Lessee shall furnish the Marina, at Lessee's expense, with a policy or policies of public liability and property damage insurance of not less than \$300,000 or in such amount as may be determined by the Lessor. Lessee's policy must include comprehensive and collision coverage for salvage. Lessor will notify the Lessee no later than sixty (60) days prior to the effective date of any change in the amount and type of coverage. **Said policy must list JSBB LLC and JSBB Marina as an additional insured.**

Such insurance shall be designated to protect the public generally, and the Lessor in particular, from claims arising out of injury or death to persons and damage to property resulting from accidents and/or fires. The liability insurance policy shall provide coverage for injury or death to persons and damage to property occurring anywhere in the marina caused by an act or omission of the Lessee, its officers, agents, employees, contractors or persons, firms or corporation otherwise associated with Lessee, or arising out of or relating to Lessee's use of the leased premises.

Lessee agrees to have his/her vessel insured by the required liability insurance and to be held responsible for damage caused to other vessels in the marina or to the structure thereof. Lessor assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel however arising. Lessee acknowledges that he/she has been advised that the Lessor makes no representation or warranty of a safe berth for Lessee's vessel, or that Lessor offers the safest available refuge. Lessee and his/her vessel are





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fully responsible for all the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Lessee agrees to indemnify, defend and hold Lessor harmless in the event claims for damage to other persons or property arising from the presence of Lessee's vessel in Marina.

Lessee has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and LESSOR has relied upon:(a) a marina hull insurance policy of a Named perils" "all risk" for the value of the vessel; (b) a third party liability policy, also known as a P & I policy. Lessee agrees that he/she is fully responsible for arranging for the safety and protection off his/her boat and appurtenances.

Lessee authorizes Lessor to remove his/her vessel from Marina, at Lessee's expense , if Lessee fails to remove said vessel after receiving notice from the Lessor that the vessel is imperiled or represents a threat of damage to Lessor property or to property of a third party.

Certificates of insurance as provided for and required by the conditions of this Lease Agreement shall be presented to the Lessor **prior to execution** of this Lease Agreement and said policy or policies of insurance shall be maintained throughout the term of this Lease Agreement.

The failure of the Lessee to provide Proof of Insurance in the required types and amounts of coverage shall be sufficient basis for Lessor's refusal to execute a lease and/or to immediately terminate any existing lease. Furthermore, Lessee's insurer shall provide Lessor with any and all notices of change in any nature of the referenced insurance coverage's, as well as any cancellation or non-renewal thereof. Lessee's failure to provide proof of satisfactory replacement coverage upon notification of cancellation or non-renewal shall be grounds for immediate termination of this Lease.

## **Indemnification**

Lessee accepts the property in its present condition and assumes responsibility for the condition of the Leased Premises and agrees that Lessor shall not be liable for injury or damage caused by any vice or defects therein to Lessee or anyone on the leased premises who derives his or her right to be thereon from the Lessee. Lessee agrees that Lessor, its agents, employees and assigns shall not be liable for any damage, loss, destruction, theft, or deterioration of or to any boat/vessel, or any article or thing



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associated with, attached thereto or left thereon, or the contents thereof, from any cause whatsoever, including but not limited to rising water, fire, wind, theft, collapsed structures, except for such damage resulting from the negligence or intentional acts of Lessor.

Lessee further assumes full responsibility for any and all liabilities for injuries or damages arising from, related to, or growing out of the occupancy, presence upon, or use of the Leased Premises by Lessee or Lessee's agents, employees, invitees, licensees or representatives, including but not limited to that caused or allegedly caused by vices or defects in the Leased Premises or under any theory of law under which Lessor could be held responsible, including strict or absolute liability, or as a result of any negligence on the part of Lessee, Lessee's agents, employees, invitees, licensees or representatives, to the fullest extent permitted by law ("indemnified claim(s)") except for injury or damages caused by the negligence or intentional acts of Lessor. Lessee agrees to hold forever harmless, defend and indemnify Lessor against all indemnified claims, and shall be responsible for any cost and expenses, including reasonable attorney's fees, incurred by Lessor.

The obligations assumed hereunder by the Lessee to defend, indemnify and hold forever harmless Lessor against any and all liabilities or claims that may arise out of the use and occupancy of the Leased Premises by Lessee shall include any injury or damages to any person or property occurring on the Leased Premises or occurring off the Leased Premises.

Lessee further agrees that the obligations of the Lessee to hold forever harmless, defend and indemnify the Lessor, as required under the terms of this section of this Lease, shall be effective and enforceable by the Lessor against the Lessee upon written notice given by the Lessor to the Lessee of any said liabilities, claims, demands or lawsuits asserted by any person against the Lessor.

It is expressly agreed that if any clause or provision of this Lease excluding or limiting the liability of the Lessor is held to be illegal or unenforceable by any Court, that said clause or provision shall be deleted and the balance of such clause or provision of this Lease shall be interpreted as if the deleted provision never existed. It is further expressly agreed that if any illegal or unenforceable clause or provision may be reformed by the Court, that said provision shall be reformed to afford the intended protection to the



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Lessor. Further, it is expressly agreed that the invalidity of any clause or provision limiting the liability of the Lessor shall have no effect upon the obligations of the Lessee to indemnify, hold forever harmless and defend the Lessor from any indemnified claim to the maximum permitted under Louisiana law.

The obligations of the Lessee under this paragraph shall survive the expiration or earlier termination of this Lease.

## **Temporary Live Aboard Policy**

Permanently living aboard a vessel at the Marina is not allowed. Allowances may be made for temporarily living aboard a vessel by the Marina staff. A Temporary Live Aboard Affidavit must be completed by lessee and approved by lessor. No lessee, its agents, owner or assigns, shall use or permit the leased premises to be used directly or indirectly in any trade or business. Proof of residency is required from all tenants. Marina accommodates pleasure vessels only.

- a. Each live aboard vessel is required to be moored in an electrically metered slip.
- b. The appropriate temporary live aboard rate/fee will be charged when the Lessee resides in a vessel that is utilized/occupied as a Live Aboard Vessel for more than fifteen nights in a calendar month.
- c. All live aboard vessels shall have a holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies.
- d. Persons who temporarily live aboard vessels will be required to establish their individual mailing address and will not be allowed to receive mailing via the Lessor Office or by mailboxes located at the marina..
- e. The Lessee agrees to inform the Lessor of any actual or planned temporary live aboard period as defined by Lessor policy
- f. Lessee acknowledges that it is a condition of temporary live aboard status that Lessee will his/herself pump out the onboard holding tank at least once per calendar month at a location properly equipped for such activity and more frequently if required to maintain sanitary, odor free condition.
- g. Only vessels that are correctly outfitted as determined in accordance with the U. S. Coast Guard regulations may be occupied in a temporary live aboard status.



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- h. Persons living aboard agree to accept existing facilities as they are when they originally register as a temporary live aboard tenants.
- i. Lessor reserves the right to disqualify any vessel for temporary live aboard status if, in the Lessor's judgment, the vessel provides unsuitable habitation for the intended users. The Temporary Live Aboard Affidavit may be revoked at any time by the Lessor or his/her designee issued directive including rent delinquency and violations of Lessor rules and regulations and or Local, State and Federal laws/regulations.
- j. All live aboard vessels shall comply with Lessor regulations and policies and Local, State and Federal laws.

### **Compliance with Local, Parish, State and Federal Safety and Health Requirements**

Lessee shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage (Hazardous Substances), into the water or land of the Marina or any other body of water. The costs for which Lessee may be responsible include, but are not limited to the costs of booms, absorbent pads disposal of the Hazardous Substance, clean up oversight by governmental agencies, and Lessor personnel and any reasonable attorney's fees and costs incurred in defense of any violations. Lessee shall be responsible for reporting and cleaning up any such release of substances as specified herein above. Lessee shall report any release of substances as specified to the Lessor and shall keep Lessor informed on a daily basis of Lessee's actions with respect to any clean up. If Lessor is not satisfied, in Lessor's sole discretion, with Lessee's actions in reporting and cleaning up a release of substances as specified above, Lessor may take, at Lessee's expense, any action it deems appropriate regarding the release.

This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Lease. Lessee agrees to act in a prudent manner to separate hazardous from non-hazardous wastes as defined by the United States Environmental Protection Agency. Failure to comply with this provision shall constitute a violation of this Lease and Lessee shall be liable for any related damages and fines as provided by law and shall constitute a violation of this Lease and shall be grounds for termination of this agreement.



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Unlawful use of the Leased property in violation of any law shall give the Lessor the right to immediately institute legal action to cancel this Lease without notice to or placing Lessee in default prior to the institution of said legal action.

## **Piers and Grassy Areas**

**East Pier** Renters are allowed to maintain a storage box for their boat along the main pier, as long as the pier is passable at all times by people walking along the pier. The pier must be kept clear of obstructions at all times.

**Center Pier** Renters are allowed to maintain a storage box for their boat along the finger pier beside their boat as long as the pier is passable at all times by people walking along the pier. The pier must be kept clear of obstructions at all times.

**North Side** The north side of the marina is used for parking of renter's vehicles when accessing their boats and the center pier. Access to the mailbox and to the gate for the center pier should never be blocked. No parking is allowed on Villere Street at any time. Overnight parking is prohibited without prior **written** notification to marina staff.

**East Side** The east side of the marina is used for parking of renter's vehicles when accessing their boats and the east pier. Access to the mailbox should never be blocked. No parking is allowed on Louvois Street at any time. Overnight parking is prohibited without prior **written** notification to marina staff.

## **Duty to Keep Marina Premises Clean**

Lessee shall keep the premises clean and free of rubbish, and in a sanitary condition. Lessor shall provide containers or receptacles for garbage, refuse or waste. No garbage, refuse, or waste shall be dumped into the Marina, nor shall the Lessee allow the littering of the Marina piers or other areas. The failure to maintain the premises in a clean and sanitary condition, and the dumping of garbage, refuse or waste into the Marina or other bodies of water shall constitute a violation of this Lease and shall be grounds for termination of this agreement.



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Personal clothing/laundry shall never be hung on boats, docks or piers.

## **Swimming**

Swimming or diving is strictly prohibited from any craft, dock, pier or other area of the marina.

## **Proper Maintenance of Vessel**

A craft which is in unsightly or run-down condition or appearance, will not be allowed to tie up or in any way use the facilities of the marina.

If any vessel sinks or becomes water-logged, it is the responsibility of the Lessee to have the vessel raised immediately and promptly repaired or removed. The Marina is not responsible for the raising of any craft which is sunk, and Lessee will be charged with the responsibility, financial or otherwise, for its raising.

If after ten (10) days **written** notice by the marina to the Lessee of the water-logged or sunken condition of a craft, the boat has not been raised, JSBB Marina is authorized to raise the boat, and any expense or cost incurred therein shall be charged to the Lessee at the actual cost to raise same, plus a penalty of \$1,500.00 payable to JSBB Marina.

Should this condition occur on more than one occasion during any three-month period, the Lessor shall have the right to terminate this lease immediately.

If any boat/vessel owned or used by or under the control of Lessee or his or her guests should sink or become waterlogged in the Marina, it shall be the responsibility of the Lessee to have it raised **immediately**. If any boat/vessel owned or used by or under the control of Lessee or his or her guests should take on water and be in danger of sinking, Lessee shall be responsible to take any action necessary at Lessee's cost to avoid said boat/vessel from sinking.



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It is the Lessee's exclusive responsibility to pay for any and all financial obligations incurred as a result of Lessee's sunken or waterlogged boats/vessel **and** any costs related to action taken to avoid a boat/vessel from sinking by the Lessor. If, after six (6) hours prior notice by Lessor, the boat/vessel has not been raised or action taken by Lessee to prevent a vessel from sinking, Lessor reserves the right to undertake the raising of said boat/vessel and to take any action necessary to prevent a vessel from sinking in the Marina. Any expenses or costs incurred by the Lessor in the raising of such boats/vessels or any other action authorized under this paragraph shall be reimbursed by the Lessee.

Lessee agrees to hold Lessor harmless, defend and indemnify Lessor from any damages, which may occur as a result of the raising of any such boat/vessel or as a result of any other action taken by LESSOR authorized under this paragraph. Lessee further agrees that the obligations of the Lessee to hold forever harmless, defend and indemnify the Lessor, as required under the terms of this paragraph, shall be effective and enforceable by the Lessor against Lessee upon notice given by Lessor to Lessee of any said liabilities, claims, demands or lawsuits asserted by any party or persons against the Lessor arising from and/or related to, or in any way connected with Lessee's obligations under this paragraph. Without notice to the Lessee as specified above, Lessor may elect to raise the vessel/boat for reasons of public health and public safety. If, after demand, Lessee fails to reimburse Lessor for the cost of raising the vessel/boat, Lessor may terminate this agreement without further notice.

In the event a Lessee's boat/vessel is taking on water and/or is in danger of sinking and Lessee cannot be contacted, Lessor will pump out said boat/vessel and contact Lessee, advising of this remedial action. Any need for pumping out the boat/vessel will result in the imposition of charges incurred by the Lessor for all costs incurred. Upon submission of invoice by Lessor for charges and costs incurred as specified in this paragraph, Lessee agrees to pay all costs associated with this action without any further notice or discussion. Failure to pay such cost upon demand shall constitute a breach of this agreement.

## **Repairs to Vessel**

Minor repairs and/or renovations to any vessel will be allowed. Lessee shall not be allowed to make any major repairs to any craft/vessel while berthed in the marina without prior **written** consent of the marina. Allowing these repairs does not in any way change Lessee's insurance obligations to Lessor.



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## **Natural Occurrences**

Lessee acknowledges that the leased premises are located in or on an unprotected body of water, and therefore subject to flooding, and exposed to the hazardous weather which may prevail from time to time in Lake Pontchartrain; and, Lessee assumes full responsibility for damages or other consequences that may result from natural hazards and/or the lack of flood protection and releases Lessor from any responsibility or liability in connection therewith.

Lessee assumes full responsibility for the safety and security of his/her boat. Lessor bears no responsibility for maintaining and servicing Lessee's boat during any natural occurrence.

Lessee is responsible for adequately securing the lines to his/her vessel at all times. In the event of impending weather, Lessor reserves the right to board any vessel moored in the marina to adjust lines to prevent damage to the vessel, other vessels or marina property. If the marina or its staff must board a vessel and adjust lines because of this condition, all charges will be passed along to Lessee.

## **Prior Agreements and Amendments**

This Agreement supersedes all prior agreements, representations and covenants made between the parties, and all such prior agreements, representations and covenants are terminated. No agreement, modifying, altering or abrogating in any manner the expressed terms and conditions of this Lease shall be binding on either party, unless such agreements are made in writing and signed by all parties as an amendment to this Lease. Such amendments shall be fixed to this Lease and shall incorporate this Lease by reference.

## **Severability**

If any one or more of the provisions contained in this Lease, or added thereto, shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but it shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.





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**Schedule of Rents and Fees**  
**As of January 1, 2021**

<b>Rent/Fee Item Description</b>	<b>Rate</b>
Center Pier - 25' Length or Under	\$137.50 per month (Paid Quarterly) Discount of \$25.00 per month if paid by due date.
Center Pier - Over 25' Length	\$5.50 per foot per month (Paid Quarterly) Discount of \$1.00 per foot per month if paid by due date.
East Pier - 25' Length or Under	\$162.50 per month (Paid Quarterly) Discount of \$25.00 per month if paid by due date.
East Pier - Over 25' Length	\$6.50 per foot per month (Paid Quarterly) Discount of \$1.00 per foot per month if paid by due date.
Capital Improvement Surcharge	10% of Annual Rental
Late Payment Fee	10% of Quarterly Rental or \$25.00 for monthly payments
Security Deposit	Equal to One Quarterly Rental Payment
WiFi Access Fee	\$35.00 per month (Paid Quarterly)
Early Cancellation Fee	Equal to One Quarterly Rental Payment
Moving Boat Fee	\$200.00
Early Termination Fee	Equal to One Quarterly Rental Payment
Daily Rental	\$50.00
Pumping Boat	\$150.00 plus actual expenses
Raising Sunken Boat	\$1,500.00 plus actual expenses
Adjusting Lines	\$100.00 plus actual expenses
NSF Check Fee	\$35.00 per occurrence



21212 Smith Road  
 Covington LA 70435-6347  
 (985) 875-9395  
[jsbbmarina@gmail.com](mailto:jsbbmarina@gmail.com)

Trailer Parking Fee	\$25.00 per month
Temporary Living Aboard Fee	\$175.00 per month in addition to slip rental fees
Impound Fees	\$500.00 minimum
Legal Fees	Determined on case by case basis
Web-site Information	<a href="http://www.jsbbmarina.com">http://www.jsbbmarina.com</a>
Social Media Information	Facebook @jsbbmarinamandeville Twitter @JSBBMarina
Payment Methods	Check, PayPal, Visa, Mastercard, American Express, Discover
Email address	<a href="mailto:jsbbmarina@gmail.com">jsbbmarina@gmail.com</a>
Center Pier Location East Pier Location Office Location	1100 Villere Street, Mandeville LA 70448 802 Louvois Street, Mandeville LA 70448 21212 Smith Road, Covington LA 70435



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## Lease Execution Payment Calculation

Item	Monthly Amount
Rent	\$
Discount	
Temporary Live Aboard Fee	
WiFi Access Fee	
Trailer Parking Fee	
Total Monthly Charges	\$
Quarterly Payment (Total Monthly Charges x 3)	\$
Security Deposit	
Capital Improvement Surcharge	
Total Amount Due at Lease Execution	\$



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**LEASE AGREEMENT AND RULES AND REGULATIONS  
ACKNOWLEDGEMENT OF RECEIPT**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between JSBB LLC dba JSBB Marina, herein known as Lessor or Marina, and \_\_\_\_\_, herein known as Lessee or Tenant, for slip # \_\_\_\_\_ at a gross monthly rental of \$ \_\_\_\_\_. Lease is for a one-year period commencing on the first day of the month indicated above. Payment of rental fees by first day of calendar quarter is required to receive discounts from above quoted rates. Discounted monthly rental, if paid by due date, would be \$ \_\_\_\_\_.

Rental terms less than annual are available, at the discretion of the Marina, but rates will vary depending on such factors as the length of the stay, as well as the size (length and width) of the boat being kept in the slip and other factors. Discounts are not available for terms other than quarterly payment.

**Binding Agreement**

Lessee acknowledges that he/she has read the terms and conditions of this Lease. Further, Lessee acknowledges that he/she was given full and complete opportunity to question those portions of the lease that are of concern to him/her and that he/she had the opportunity to consult legal counsel. This Agreement shall be binding upon and inured to the benefits of the parties, and their respective legal representatives, heirs, successors and assigns.

**IN THE WITNESS WHEREOF**, I have hereunto signed this acknowledgement at Mandeville, Louisiana

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Tenant Signature



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**LESSEE/TENANT**

**LEASE INFORMATION SHEET (Page 1 of 2)**

PIER: \_\_\_\_\_ SLIP: \_\_\_\_\_

**OWNER INFORMATION**

LEASE COMMENCEMENT DATE: \_\_\_\_\_

LEASE EXPIRATION DATE: \_\_\_\_\_

BOAT OWNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: MOBILE: \_\_\_\_\_ HOME: \_\_\_\_\_

WORK: \_\_\_\_\_ OTHER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_@\_\_\_\_\_

**EMERGENCY CONTACTS: (please list two contacts other than your spouse)**

NAME: \_\_\_\_\_ PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

AUTHORIZED USERS WHEN OWNER IS NOT PRESENT: \_\_\_\_\_



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**LESSEE/TENANT**

**LEASE INFORMATION SHEET (Page 2 of 2)**

PIER: \_\_\_\_\_ SLIP: \_\_\_\_\_

**BOAT INFORMATION**

**BOAT NAME:** \_\_\_\_\_

**YEAR:** \_\_\_\_\_ **BOAT MAKE:** \_\_\_\_\_

**TYPE: (Power or Sail):** \_\_\_\_\_ **Length:** \_\_\_\_\_ **Beam:** \_\_\_\_\_

**Draft:** \_\_\_\_\_ **Hull ID #:** \_\_\_\_\_

**Registration #:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Description of Boat:** \_\_\_\_\_

**Insurance Company:** \_\_\_\_\_

**Policy #** \_\_\_\_\_ **Exp Date:** \_\_\_\_\_

**Liability Coverage Amount:** \$ \_\_\_\_\_

**Salvage Coverage Amount** \$ \_\_\_\_\_

**Agent Name:** \_\_\_\_\_

**Telephone:** Cell: \_\_\_\_\_ Work: \_\_\_\_\_

**Email:** \_\_\_\_\_

**Insurance Certificate Received Date:** \_\_\_\_\_

**Lien/Mortgage Holder:** \_\_\_\_\_

**Telephone:** Cell: \_\_\_\_\_ Home: \_\_\_\_\_

**Email:** \_\_\_\_\_



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**Temporary Live Aboard Affidavit**

If any of the requirements as outlined in the Temporary Live Aboard Policy above are not met, the approved Temporary Live Aboard Affidavit agreement and contract will become immediately null and void. Vessel will be required to depart the marina immediately upon depletion of pre-paid rental and refund.

Temporary Live Aboard: Yes: \_\_\_\_\_ No: \_\_\_\_\_ (If no, skip this page)

Vessel Lessee/Occupant: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_

TELEPHONE: MOBILE: ( \_\_\_\_\_ ) \_\_\_\_\_ HOME: ( \_\_\_\_\_ ) \_\_\_\_\_

WORK: ( \_\_\_\_\_ ) \_\_\_\_\_ OTHER: ( \_\_\_\_\_ ) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ @ \_\_\_\_\_ .

Person(s) Living Aboard: \_\_\_\_\_

Vehicle(s) LP#: \_\_\_\_\_ Make/Model/Year: \_\_\_\_\_

Boat Make: \_\_\_\_\_ Vessel Name: \_\_\_\_\_

Length over all : \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Type: Power \_\_\_\_\_ Sail \_\_\_\_\_ Gas \_\_\_\_\_ Diesel \_\_\_\_\_ Electrical Needed: \_\_\_\_\_ amps

Survey of LESSOR sanitation device provided: \_\_\_\_\_ dated \_\_\_\_\_ (within one year)

Liability Insurance Policy #: \_\_\_\_\_ Exp Date: \_\_\_\_\_ This

Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ and between JSBB MARINA hereinafter

referred to as LESSOR, and \_\_\_\_\_ an individual, as set forth and referred to as LESSEE for the use of dockage space to live aboard.

SIGNED: \_\_\_\_\_ SLIP# \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by: \_\_\_\_\_