

Wheeler Landing Leasing Group

P.O. Box 1213
600 Marquette St.
Bay City, MI 48706
www.wheelerlanding.com

Leasing Agent: Dominic Glasgow

Phone: (989) 667-0030 (Prompt 2)

Slip # _____

DOCK LEASE CONTRACT

This agreement made on _____, 20____, between _____,

The Landlord, and hereafter called the "Lessor"; and the following named tenant, hereafter called the "Lessee":

Lessee: _____

Address: _____ City, State & Zip: _____

Phones: Home: _____ Cell: _____ Work: _____

Email: _____

Boat Name: _____ Sail () Power ()

Make & Model: _____ MC # _____

Colors: _____ Length Overall: _____

Is the boat owner also the Lessee? Yes () No ()

If not, Boat Owner's Name (Name on Registration): _____

Both parties to this contract mutually agree to the following terms:

- Dock** Lessor leases to Lessee and Lessee leases from Lessor, dock space number at Wheeler Landing Leasing Group, 600 Marquette St., Bay City, Michigan 48706.
- Term** The term of this lease shall commence on May 1, 20____, and shall expire October 31, 20____ when the Lessee shall deliver possession of the dock to lessor in as good condition as when taken, normal wear and tear expected. A nonrefundable **\$300** deposit is required and will hold the slip until March 15th, 20____. After March 15th, slip is not guaranteed, and deposit may be forfeited.
- Rent**

Lease Amount	Credit Card Fee 4%	Total
_____	+ _____	= _____
Deposit	Credit Card Fee 4%	Total
_____	+ _____	= _____
Balance	Credit Card Fee 4%	Total
_____	+ _____	= _____

- Boat** If in the judgment of the Lessor or Harbormaster of Wheeler Landing, the size of the vessel including its tender, does not fit comfortably in its existing slip, the Lessee agrees to move his/her boat to a more suitable slip which may or may not incur an additional rental charge. Final judgement of possible conflicts of description of vessel will be made by Board of Directors of Wheeler Landing. No sub-letting of dock space is permitted. No boat shall be allowed to be moored before the balance owed is paid in full and a completed Check-in form is on file.

5. **Utilities** Lessor shall furnish electricity, and water dockside for Lessee’s use at no additional charge to Lessee. Due to freezing conditions and/or threat of freezing conditions, Wheeler Landing Leasing Group, reserves the right to determine the time of “turn on” and the time of “turn off” of dockside water during the months of May and October. Historically, these respective dates have been implemented around May 15th, and October 15th.
6. **Use of Marina Facilities** In addition to the use of the dock space, Lessee and his invitees shall have the use of the marina clubhouse, its swimming pool, and grounds, in common with the other lessees and shareholders, but subject at all times to the rules and regulations governing those facilities. The lighthouse building is for the exclusive use of shareholders (dock owners) and their guests and is not available to lessees. The clubhouse and lighthouse can be rented for special events by a lessee, through the Harbormaster per Item 4 of the Club Rules below.
7. **Right to Move Boat** Lessor and/or Wheeler Landing Leasing Group reserve the right to move Lessee’s boat and or other personal property at any time without prior notice to Lessee. This right would be implemented only in an emergency, such as fire or for nonpayment of lease money owed.
8. **Boat Repairs** Lessee agrees that no repairs or improvements shall be made to Lessee’s boat at marina other than minor repairs and improvements performed by Lessee, personally, unless Lessee obtains consent of both Lessor and Wheeler Landing Leasing Group.
9. **Liability** Lessee agrees to provide the Harbormaster with proof of liability insurance on their vessel in the form of a copy of the “Declaration Page” of the policy. Lessee accepts the dock space and its water in its present condition; and agrees that Lessee’s boat, personal property and person, and the persons and property of its invitees, while at the marina; are at the sole risk of the Lessee who hereby releases and agrees to hold Wheeler Landing Leasing Group and/or Lessor harmless from any liability for personal injuries or property damage to Lessee, Lessee’s invitees, the boat and their personal property.
10. **Spirit of Lease** Any falsification of information given by the Lessee, knowingly or unknowingly, included in this document, violates the spirit of this lease.
11. **Security** Lessee shall be solely responsible for the safety and security of Lessee’s boat and its appurtenances and the conduct, safety, and security of Lessee and his/her invites. Lessor, Wheeler Landing, Inc., and its Board of Directors shall have no liability for any alleged lack of security at the Marina and shall be held harmless by the Lessee.
12. **Sale During Lease** Lessee acknowledges that this dock space is being offered for sale. If prior to April 1st, the dock space is sold, the Lessor reserves the right to: transfer the lease if it is paid in full at the time of sale to the new owner, move Lessee to another dock space of comparable size, if such space is available, or terminate the lease and return to Lessee the monies paid prior to the sale. If a sale occurs after April 1st, the Lessee will be guaranteed the use of the slip through the current season. If lessee purchases this slip share during the terms of his agreement, the lease payment will be deducted from purchase price.
13. **Rules and Regulations** Lessee acknowledges that time spent at the Marina is an important part of the overall boating experience and that reasonable rules and regulations are important to assure the safe, quiet, and peaceful enjoyment of the Marina by Lessee and other occupants. Lessee agrees to abide by the “Wheeler Landing Rules and Regulations” as amended and incorporated by reference (Attachment A) as part of this agreement.
14. **Violation of Rules** Lessee agrees that any violation of the “Wheeler Landing Rules and Regulations”, after notice, may result in immediate eviction. Lessee agrees to abide by the decision of Lessor, the Board of Directors, or its committee with respect to any such violation which may include immediate termination of this lease and eviction of Lessee and his/her boat without refund.

Lessee(s): _____

Date: _____

Lessor: Wheeler Landing Leasing Group

Date: _____

By: _____

Leasing Agent

Wheeler Landing Leasing Group Rules can be found at <http://wheelerlanding.com/clubrules.html>