

Wheeler Landing Inc.
P.O. Box 1213 600 Marquette Avenue
Bay City, MI 48706
Phone: (989) 667-0030 Web Site: www.wheelerlanding.com

DOCK RENTAL AGREEMENT

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:

1. Dock Lessor leases to Lessee and Lessee leases from Lessor, dock space number _____
at Wheeler Landing, Inc., 600 Marquette, Bay City, Michigan.

2. Term The term of this lease shall commence 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.

3. Rent	Rental Amount	\$ _____
	Less Deposit Paid	\$ _____
	Balance Due	\$ _____

**Note: *A \$150 Early Bird Discount is available to lessees that deposit \$100 by October 31st, and pay the
entire balance in full by May 1st. Deposits are not refundable.**

4. 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 judgment 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.

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, Inc., 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, Inc. 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 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, Inc.

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 his invitees, while at the marina; are at the sole risk of the Lessee who hereby releases and agrees to hold Wheeler Landing 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 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 many of the rental docks are "For Sale". If during the term of the lease, the boat slip occupied by Lessee, is sold, the Lessor reserves the right to move Lessee to another dock space of comparable size, if such space is available, or terminate lease and return to Lessee the proportion of rent monies unused at the termination date. Lessee agrees to cooperate with Lessor in such event and move his boat promptly to the alternate dock space designated by Lessor, or remove his boat promptly from the Marina, if lease is so terminated, as the case may be.

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 Club Rules" 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 Club Rules" and regulation, 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 boat without refund.

Lessee(s):

Date:

Lessor: Wheeler Landing Inc.

Date:

By: _____

Leasing Agent

Attachment A
WHEELER LANDING CLUB RULES

1. Wheeler Landing is hereinafter referred to as the Club. Shareholders and Lessee's shall both be referred to as members. The club rules apply to all members and their guests. A member must be present on the premises when their guest is making use of the facilities.
2. The harbormaster is the club's manager and responsible for all operations and rule enforcement. The harbormaster's assistants have the authority of the harbormaster in his absence.
3. Club membership includes use of all clubhouse facilities including the pool, showers, restrooms, kitchenette, washers, and dryers. Club amenities including the fish cleaning station (regular users may obtain a key from the harbor master and agree to strict clean-up standards), and portable sewage pumps. Internet service is available.
4. The clubhouse and pool are available for small parties and events on a non-exclusive basis. Current booking fees and deposit requirements are posted in the clubhouse. Reservations and questions should be directed to the harbormaster. Liability insurance and security personnel are required for events in which alcoholic beverages are served. The lighthouse is intended as a private clubhouse for the exclusive use of Wheeler Landing Shareholders and their guests. This amenity cannot be transferred to a lessee or guest.
5. Each slip shall harbor only one (1) vessel and its tender as stated in the Wheeler Landing, Inc. bylaws. Each slip has been assigned a maximum intended boat length. The length of a boat shall include all of its accessories and appurtenances including bow pulpit, swim platform, dingy, etc. In no event shall the length of boat using any dock be greater than two-thirds (2/3) of the width of the adjacent fairway.
6. Vessels cannot be tied or rafted so as to obstruct boat traffic in the waterways or extend over the pier to cause a safety hazard. Boats moored along the seawall may not back into their slip.
7. Jet-boats and jet-skis are welcome to come and go in the marina, at **no wake speed**. They are to be in your assigned slip, replacing the space of your tender. Check with the harbormaster for slips that may be available to harbor several jet skis or dingys for a fee. Trailers must be stored off the premises.
8. Storage of boats, boat trailers, attached or unattached to a vehicle, travel trailer, etc., on club property, is not allowed. In such case necessary steps will be taken by the harbormaster for its removal. There shall be no parking of any vehicle, or device used to trailer, on the grass of the club, in order to protect the integrity of the club's landscape and sprinkler system.
9. Shareholders not using the Centralized Leasing Program are responsible to provide the harbormaster with lessee name, address, phone number, vessel description and MC numbers, and proof of liability insurance coverage; and are responsible for providing their lessees with a copy of these rules. A boat shall not be moored in a slip or to a mooring assigned to another boat without the permission and knowledge of the harbormaster and permission of the slip owner. Notification of use must be made in advance of arrival.
10. Piers, docks, and boardwalks shall remain clear of obstructions that impede safe pedestrian traffic. Picnic tables are not allowed on docks or piers. Alterations to docks and boardwalks must be approved by the board of directors. Dock boxes are allowed under the requirements approved by the board.
11. Vehicles are allowed to park only in designated paved parking areas, not on the grass. Member guests may be asked to park outside the facility during special clubhouse events or busy weekends and holidays. Member vehicles may need to display Club identification if deemed appropriate by the Club.
12. Minor repairs such as varnishing etc is permissible at the club. Major boat or motor repairs may not be performed on club premises.
13. The discharge of firearms, air or pellet guns or throwing propelling objects is prohibited in and around club property. Any and all types of fireworks or sparklers are forbidden for safety reasons.
14. Halyards and all standing rigging that may cause noise must be secured (tied Off) to help prevent nuisance noise.
15. Refueling of any boat at the club is absolutely forbidden anywhere on the club premises or in the Club area. No exceptions to this rule will be made.

16. To respond to possible emergencies the club reserves the right to move any boat or personal property without prior notice to the owner.
17. The pool is not supervised by a lifeguard. Children under the age of 12, must be supervised by an adult. Life preservers and swim diapers are required for toddlers while in the pool. Glass containers are prohibited in the pool area. Pool hours are 9 a.m. to 10 p.m. daily. Swimming in the marina basin is prohibited.
18. All trash and garbage is to be bagged, tied and deposited in the club dumpsters located in the marina. Recycle bins are available for plastic and returnables at the pool and kitchenette areas.
19. Open fires and grills are not allowed on boats, docks or boardwalks. Private grills can be kept at the club in designated picnic areas and other approved areas. Open fires are permitted in three designated fire pits located on the north and south river banks. The fire pits are for campfires, not bonfires and are not allowed on windy days. Accelerators such as gas, diesel fuel and lighter fluid are not permitted to ignite fires. Persons under the age of 18 must have adult supervision. The harbormaster or night employee may extinguish any fire deemed to be unsafe.
20. Open and closing dates for the summer season are May 1 through October 31. Between November 1 and April 30, boats shall not be permitted in the marina except with written permission of the Harbormaster. Water to docks will be shut off on/about October 15 to avoid freezing and will not resume until on or about May 15, or when there is no possible threat of further freezing. Use of inside facilities is not allowed during the winter months without written permission of the Harbormaster.
21. Water service to the slips in early May and late October is weather dependent. Water hoses should have self-closing nozzles. Water should be turned off at the connection, and air conditioners should be turned off when leaving for an extended period. Vehicle washing is not allowed.
22. Pets shall be under the direct control of the owner and must be leashed when not on the boats of members. Animals shall relieve themselves in the "dog run" areas only located on the north and south fence area. The pet owner is responsible for immediately retrieving animal droppings, receptacles are provided in the dog run areas. No pets are allowed inside the clubhouse, lighthouse or within 24 feet of the pool area. Pets considered a nuisance or safety risk will be expelled from the club.
23. Do not feed ducks or seagulls.
24. The Club offers portable sewage pump-out units for use by Club Members. Dumping of boat port-a-pots and sewage holding tanks is allowed only at the sewage dumping stations. No pollution of any type is allowed in the marina.
25. Official Club notices are posted in the main clubhouse living room. For Sale and For Lease signs, advertising, and other promotional materials can be posted on the clubhouse hallway bulletin boards.
26. After 11:00 P.M., unnecessary noise, the blowing of horns, loud talk, or playing of musical instruments, radios or television on the docks is not permitted unless permission is obtained from the harbormaster for a special event. Language and general behavior must be in keeping with a family atmosphere. No noise of any type that disturbs the serenity of the club is allowed at any time of day or night. Quiet shall prevail from 11:00 p.m. nightly until 8 a.m.
27. According to Federal Law and Marina Rules possession of marijuana on Wheeler Landing property is prohibited with or without documentation.
28. There is a 10:30 pm curfew for children under the age of 12, on the marina grounds and in the clubhouse, unless accompanied by a parent or guardian.
29. Members are directly responsible for their guest and their guest's conduct in the clubhouse and on the club premises. Please inform your guests of the expected conduct while they are at the club. You and your guests should not impose upon the rights and privileges of other members. The Club shareholder is responsible for payment of damages to the Club property by his/her guests, and/or children. Misconduct or damage is subject to the procedures stated in the violations section of the Wheeler Landing bylaws.
30. Notify the harbormaster of any problems or unsafe conditions that may exist.