

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