SLIP LEASING AGREEMENT

SLIP RENTAL AGREEMENT, between Shores of South Haven, Inc hereafter known as AGENT, acting as agent for the slip owner who is one of the co-owners at the condominium marina hereafter known as MARINA, and the RENTER(S) listed below, subject to the following terms and conditions:

1). SLIP LEASE AGREEMENT PERIOD:

For Slip # at __**BLACK RIVER YACHT CLUB**_____ , South Haven, MI,

hereafter called SLIP, From_____2003 To:__**October 15th**_____2003

2). FEES AND TERMS :
The total rental for this space is:$_____ . A payment of $ _____is received as deposit at this time. The remaining balance of payment ($ _____), RENTER(S) agree to pay this balance before _____ ,2003. When payment is by check (checks made out to Shores of South Haven, Inc.), payment is credited as received only when check clears at bank. **If remaining balance is not received by Agent by the above date, the agreement is null and void and RENTER(S) agree that any deposit will be forfeited unless special written agreements have been made.**

3). Upon expiration of the lease, RENTER shall remove his boat or any other boat occupying the slip, goods and effects and peacefully yield up the premises to the owner. Further, RENTER shall repair or pay for the repair of any area of damage caused by RENTER or his invitees. In the event that the OWNER or his AGENT must remove a boat left in the slip after the expiration of the lease, RENTER agrees to pay all costs incurred.

4). RENTER(S) may not sublet leased slip space nor shall RENTER slip a boat other than the one described in attached appendix without written consent of AGENT.

5). RENTER(S) agree to abide by the terms and conditions in this agreement, all rules and regulations of MARINA, including, but not limited to those in the condominium Master Deed, and all applicable federal, state or local laws or ordinances. RENTER(S) shall have use of the boat slip and the common (shared) elements of the MARINA.

6). Dock boxes are allowed but must be approved by MARINA.

7). No fueling of boats at docks from containers is allowed.

8). RENTER(S) shall make no structural changes to the premises without first receiving written approval of the AGENT.

9). In the event suit is brought on behalf of AGENT against RENTER(S) to collect amounts due or to become due hereunder, RENTER(S) shall pay the AGENT'S reasonable attorney fees for such suit or collection plus cost as provided by law. For any other dispute arising between MARINA, AGENT and RENTER(S), RENTER(S) agree to submit and be bound by binding arbitration.

10). RENTER(S) may not occupy nor place a boat in the SLIP unless and until full payment of rent for the SLIP is received by AGENT, except by special written agreement.

11). In case of emergency, as determined by AGENT or condo marina, AGENT shall have the right to move the RENTER(S) boat if possible, if boat is unattended and RENTER(S) cannot be reached. However under no circumstances is AGENT under any obligation to provide this service. Costs incurred by AGENT shall be billed at the normal rate. RENTER(S) agree to indemnify AGENT and hold harmless from any and all liability, loss or damage caused by or to the subject boat. In general, RENTER(S) shall be solely responsible for an emergency.

l2). RENTER(S) agree that only reasonable and customary use will be made of docks and facilities covered hereby, that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that RENTER(S) will keep docks and premises covered hereby free and clear of gear, tackle and other obstructions. All waste materials to be bagged and placed in dumpster.

13). RENTER(S) may work on his/her boat if such work does not interfere with rights and privileges of other boaters.

14). No campers are permitted overnight by City ordinance.

15). Continuity of electric power, where provided, is not guaranteed by AGENT nor by OWNER.

16). Any infraction of the rules which is egregious or not promptly cured shall, at the option of the AGENT, cancel this agreement upon 10 days notice, and RENTER(S) shall remove his/her boat from premises. **Under these circumstances, no rent refund is due.**

17). RENTER(S) agree to release, defend and hold harmless the slip owner and AGENT from liability connected with the use of the leased slip and common facilities by RENTER(S) and their invitees during the term of this lease.

18). Slip owner and AGENT make no representation or guarantees concerning water level. RENTER(S) should make his own independent determination.

19). RENTER(S) agree to keep boat fully insured with complete marine insurance and to release MARINA, Slip Owner, & AGENT from any and all liability from loss, injury or damages to persons or property sustained while in or on MARINA facilities or premises. Neither slip owner, AGENT, nor condo marina carries insurance on the property of the RENTER(S).

20). SEVERABILITY: Should any of the rules contained herein or any of the posted rules and regulations of the MARINA be found to be unenforceable all remaining parts of this agreement or posted regulations remain in effect.

21). RENTER(S) certify that both front and back of this agreement have been read and the terms and conditions set forth herein are fully understood. RENTER(S) further acknowledge that they have examined the slip where boat is to be placed and find it acceptable.

ACCEPTED BY_____
RENTER DATE:

ACCEPTED BY:_____
AGENT DATE

SLIP RENTAL AGREEMENT INFORMATION APPENDIX

DATE:_____ 2003 SLIP LEASED:UNIT#___

_____(condo marina name)

A) RENTER(S) INFORMATION:

NAME:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP:_____

PHONE (#):_____

B) BOAT INFORMATION:

MFG:_____ MODEL:_____

LGNTH:_____ BEAM:_____

REG#_____ BOAT NAME:_____

C) OTHER PERSONS AUTHORIZED TO OPERATE BOAT:
Boat may not be operated or entered by anyone other than the following persons:

_____

D) INSURANCE INFORMATION:
As RENTER(S) we certify that the above boat is insured with:

INSURANCE CO:_____

AGENT:_____

ADDRESS:_____

IN CASE OF EMERGENCY CALL_____