

**OAK HARBOR SLIP
LEASE AGREEMENT**

THIS AGREEMENT made this _____ day of _____
Landlord and _____ as tenant.

1. Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by the Tenant, hereby leases to the Tenant and Tenant hereby hires the premises located in the City of South Haven, County of Van Buren, State of Michigan, and described as follows: Boat Slip #_____ at the Oak Harbor Marina located on the East side of the South End of Kentucky Avenue. The term of this lease shall be for a period of months beginning on the _____ day of _____, 2000 and ending on the ___ day of _____, 2000 at a total rental of \$_____. _____, payable on or before the execution of this lease.
2. Landlord warrants and represents that it has the right to enter said lease for the aforesaid term. Tenant shall not use or occupy the premises contrary to any governmental statute, rule, order, ordinance or regulation applicable thereto. Further-more, Tenant shall agree to the Rules and Regulations attached as Appendix "A" to lease.
3. The Tenant shall not make any structural changes to the premises without first receiving prior written approval by the Landlord.
4. Upon expiration of the term, the Tenant shall remove his goods and effects and peacefully yield up the premises to the Landlord; further, the Tenant shall repair and refinish or pay for the repair and refinish any area of damage caused by the Tenant, its assigns, invitees, and licensees.
5. The Tenant shall not assign this lease or sublet the premises without the Landlord's sole discretion.
6. The Tenant acknowledges that this lease is for one (1) boat only and that no more than one (1) boat will be permitted in any one slip despite available space.
7. If the demised premises shall be destroyed by fire, casualty, or other cause or happening, or if any lawful authority shall order demolition or removal of the docks which serve this boat slip, to render the slip unfit for the Tenant's proposed use, then this lease shall terminate and the Tenants rent shall be refunded on a pro-rate basis.
8. The Landlord shall maintain insurance for the physical structures and liability insurance for its acts and omissions. The Tenant shall maintain insurance for the Tenant's personal property and shall maintain liability insurance for it's acts and omissions of the Tenant's heirs, assigns, invitees and licensees. The Tenant hereby agrees to hold the Landlord harmless for any and all injuries or losses not covered by insurance policies. The Tenant acknowledges and accepts as a term of this contract that the Landlord assumes no liability for the safety of the Tenant's boat or other personal property of the Tenant and its assigns, invitees, and licensees, and that the Landlord shall nor be liable under any circumstances for fire, theft, or damage to Tenant's boat or other personal property. The Tenant hereby agrees to indemnify the Landlord for injuries and losses resulting from the acts or omissions by the Tenant and the Tenant's heirs, assigns, invitees, and licensees, provided that said loss or injury is not covered by insurance.

9. The Tenant shall have the use of the swimming pool facility, the parking lot, the grassy area immediately adjacent to the swimming pool and men's and women's washrooms and showers provided that the Tenant shall comply with the Rules and Regulations attached hereto as Appendix "A" to this lease.

10. The Tenant agrees that the rented premises will be for the Tenant's personal use and the use of the Tenant's heirs, invitees, and licensees; further, the Tenant agrees that he shall not under any circumstances utilize the demised premises to conduct a business.

11. The Landlord shall pay the Real Estate Taxes for the entire premises.

12. If the Tenant shall fail to preserve or perform any of his obligations under this lease and shall fail to cure his default within seven (7) days after notice by the Landlord to do so, the Landlord lawfully may enter into and upon the demised premises or any part thereof and repossess the same and evict the Tenant and persons claiming under and through him, and remove any effects, forcibly if necessary, without being guilty of trespass for entry as aforesaid. This lease shall terminate and wholly expire, and the Tenant covenants that in case of such termination he will indemnify the Landlord against any and all loss of rent which the Landlord may incur by reason of such termination during the rest of the specified term.

13. Tenant acknowledges that the Landlord may record documents to create a Condominium Association and sell the boat slip units including the boat slip#_____ which is subject of this lease. In the event that the Landlord enters into a purchase agreement to sell the subject boat slip #_____, the Landlord reserves the right to take any or all of the following actions:

#1. Provide Tenant with another boat slip unit at this Marina and continue the lease with no change in terms.

#2. Provide Tenant with another boat slip at a neighboring Marina and continue the lease with no change in terms (which would allow Tenant to continue to use the facilities of Oak Harbor Marina).

14. All notices to be hereunder by either party shall be in writing and given by personal delivery or certified mail to the Landlord or the Tenant, and the date of such notice by certified mail shall be deemed to be the date of certification thereof.

15. The Landlord shall pay reasonable charges for the Electricity and/or water utilized by the Tenant, provided that the Tenant shall utilize water and electricity in a reasonable manner consistent with the average water use of Tenants in this Marina. The parties shall indemnify each other against any liability or damages on such account.

16. The terms and conditions of this lease shall inure to the benefit of the be binding upon the parties hereto and their respective heirs, representatives, successors, or assigns.

17. The remedies herein given to Landlord shall be cumulative in the exercise and any on remedy shall not be to the exclusion of any other remedy.

IN WITNESS WHEREOF said parties have hereunder set their hands and seals the Date and year first above written.

LANDLORD:

Oak Harbor Sales & Leasing INC.

By _____

Its _____

TENANT:

OAK HARBOR SLIP RENTAL AGREEMENT INFORMATION APPENDIX

DATE: _____ 2000 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:

OWNERS agree to keep boat fully insured with complete marine insurance and 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). As RENTER(S) we certify that the above boat is insured with:

INSURANCE CO: _____

AGENT: _____

ADDRESS: _____

IN CASE OF EMERGENCY CALL _____