

AMERICAN REAL ESTATE & LEASING GROUP LLC

1002 Marquette Avenue

Bay City, Michigan 48706

(989) 671-3700 (Phone) (989) 671-9815 (Fax)

DOCK RENTAL AGREEMENT

This agreement made on _____, 20____, between the "Lessor" and the following "Lessee":

Name(s)_____

Address_____ City, State & Zip_____

Phone: Home ()_____ Work ()_____ Cell ()_____

Email:_____

(Will be used only to send Henze Newsletters, Invoices or other Wheeler Landing Information)

In consideration of the respective covenants and agreements of the parties, it is agreed:

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 automatically expire on 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 Lessee agrees to pay to Lessor as follows:

Rental Amount	\$ _____
Less Early Bird or Other Discount	\$ _____
Net Dock Rental	\$ _____
Less Deposit Paid	\$ _____
Balance Due	\$ _____

No deposits will be refunded and No exceptions to the payment schedule will be permitted without authorization from the Lessor. Your early bird discount will be lost and your preferred slip may be forfeited if payment due dates are not met.

BOAT NAME_____ SAIL () _____ POWER () _____

MICHIGAN REGISTRATION # _____ SIZE _____

MAKE & MODEL _____ COLORS _____

INSURANCE COMPANY _____ POLICY # _____

4. Boat If in the judgment of the Lessor, Commodore, or the Board of Directors 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 judgments of possible conflicts of description of vessel will be made by Board of Directors, Wheeler Landing, Inc. The lessee must provide a copy of the vessels current liability insurance to the Lessor or the harbormaster. No sub-letting of dock space is permitted. No boat shall be allowed to be moored before balance due is paid in full. By his signature Lessee, assumes full payment for the season, as stated in this lease agreement.

5. Utilities Lessor shall furnish cable TV, 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 hovered around May 15, and October 15.

- 6. Use of Marina Facilities** In addition to the use of the dock space, Lessee and his invites 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.
- 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 only be implemented if there was an emergency, such as a 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 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 Marina and/or Lessor harmless from any liability for personal injuries or property damage to Lessee, Lessee's invites, the boat and their personal property.
- 10. 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 quiet and peaceful enjoyment of the Marina by Lessee and other occupants. Lessee agrees to abide by the rules as set forth by Wheeler Landing, Inc. and any rules and regulations hereafter reasonable adopted by the board of directors of Wheeler Landing,

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.
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 cable TV, the fish cleaning station, and portable sewage pumps. Internet service is now available at the clubhouse.
4. The clubhouse and pool are available for small parties and events. 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.
5. The lighthouse, however, 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.
6. Shareholders are responsible to provide the harbormaster with lessee names, address, phone numbers, vessel description and MC numbers, and proof of liability insurance coverage.
7. Each slip has been assigned a maximum boat length. Vessels must remain within the limits of the assigned length and no part of the vessel can extend beyond the end of the dock or over the pier. Boats moored along the seawall may not back into their slip. Vessels cannot be rafted so as to obstruct boat traffic in the waterways or cause a safety hazard.
8. 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 harbormaster. Dock boxes are allowed under rules approved by the Board.
9. Vehicles are allowed to park only in designated paved parking areas, not on the grass. Boats and / or trailers cannot be parked in the marina. 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.
10. Minor repairs such as canvas repairs and other minor boat repairs are allowed in the marina. Major boat or motor repairs must be performed off premises.
11. The discharge of firearms and fireworks is prohibited.
12. The fueling boats or motors is not allowed on Club property.
13. In an emergency, the Club reserves the right to move any boat or personal property without prior notice to the owner.
14. The pool is not supervised by a lifeguard. Children 12 years and younger, must be supervised by an adult. Life preservers (PFD s) are recommended for toddlers while in the pool area and on docks and piers. Glass containers are prohibited in the pool area. Swimming in the marina basin is prohibited. Pool hours are 9 a.m. to 10 p.m. daily.
15. Trash should be bagged and deposited in one of the two dumpsters, not in the clubhouse or pool trash receptacles. Recycle bins are available for plastic and returnables at the pool and kitchenette areas.
16. Open fires and grills are not allowed on boats or docks. Private grills can be kept at the Club in designated picnic areas and other approved areas of the Club.
17. Open fires are permitted in three designated fire pits located on the north and south river banks. The fire pits are intended for campfires, not bonfires and are not allowed on windy days. Children must be supervised.

18. Water hoses should have self-closing nozzles. Hoses should be disconnected when not in use. No vehicle washing is allowed. Water service to the slips in early May and late October is weather dependent.
19. No animals are allowed inside the clubhouse or within 24 feet of the pool area. Pets must be leashed when off their vessel. Dog runs are located on the north and south fences. Do not feed ducks or seagulls. Pets considered a nuisance or safety risk will be expelled from the club.
20. The Club offers portable sewage pump out units for the use of members. As a service, this task may also be provided by a Club employee for a fee. Ask the harbormaster for details. 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.
21. The Club offers use of a fish cleaning station. Regular users of the facility can obtain a key from the harbormaster and agree to strict clean up standards.
22. 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. Signs cannot be posted on individual slips or docks.
23. The purpose of the Club is to provide a first rate marina for the quiet enjoyment of all of it's members. Halyards and rigging must be secured, boats should not "idle" for long periods, and loud music and other disruptive noise are not permitted. The Club is "All Quiet" between 11 p.m. and sunrise. All members are encouraged to be courteous and considerate of everyone's mutual enjoyment. Language and general behavior must be in keeping with the family atmosphere provided by the Club.
24. Notify the harbormaster of any problems or unsafe conditions that may exist. Misconduct on the part of any member or their guest may result in the loss of Club privileges or expulsion. Any damages to Club property will ultimately be the responsibility of the Shareholder and determined by the Board of Directors.

11. Violation of Rules Lessee agrees that any violation of these 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 will include immediate termination of this lease and eviction of Lessee and his boat without refund of any prepaid rent or otherwise.

12. Spirit of Lease Any falsification of information given by the Lessee, knowingly or unknowingly, included in this document, violates the spirit of this lease.

13. 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.

14. Sale during Lease Lessee acknowledges that dock spaces (shares in Wheeler Landing, Inc.) are being offered for sale. If during the term of the lease, the dock space (Lessors shares) occupied by Lessee, is proposed to be 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 termination time. 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.

Agreed to on the date first written above

Lessee(s):

Date:

Lessor: The Henze Group LLC

Date:

by _____
 _____, member

ACKNOWLEDGED BY:
 American Real Estate & Leasing Group LLC

Date:

By: _____
