

HARBOR NORTH, INC.

P. O. Box 504, 400 Huron Street Huron, Ohio 44839

(419) 433-6010

BOAT SLIP AND RENTAL CONTRACT

It is hereby agreed by and between _____

Lessee

hereinafter referred to as "Lessee," and Harbor North, hereinafter referred to as "Lessor," as follows:

Lessee hereby rents and hires from Lessor, for the term, at the rental and upon the conditions hereinafter set forth the boat slip(s) and winter storage area in Harbor North, located on the Huron River, Erie county, Ohio. The summer dockage rate is also the minimum rate for the year.

All use of the slip(s) facilities, and winter storage area rented hereby to Lessee shall be undertaken by Lessee and Lessee's guests or invitees at their sole risk, and Lessee hereby agrees that Lessor shall not be liable to Lessee or Lessee's guests or invitees for any claims, demands, injuries, damages, death, actions, or causes of action of any nature (whether involving injury to person or to property, including but not limited to boats of Lessee or others) arising out of or in any manner connected with the use of said slip(s) and facilities by Lessee or Lessee's guests or invitees, and Lessee does hereby release and discharge Lessor of and from any and all such claims and causes of action. Lessee hereby agrees to indemnify, save and hold harmless Lessor, at Lessee's expense, against and from any and all of the claims and causes of action enumerated above, including but not limited to attorney's fees arising therefrom.

Lessee hereby accepts the slip(s) rented hereby in as-is condition and upon termination hereof shall leave same in their condition as of the date hereof. Lessee shall not sublet or re-rent said slip(s) and shall pay Lessor for any damage caused hereto by Lessee or by Lessee's guests or invitees. Lessee shall pay on a yearly term and there shall be no refunds or adjustments.

If Lessee fails to pay any installment payment of rent, services, store charges and/or charges assessed in accordance with this Contract when due, Lessor shall have the right to terminate this contract, remove Lessee's boat from the slip(s) and to rent the slip(s) to others. In this connection Lessor shall also have the right to remove Lessee's boat from the water and to hold it in its winter storage area at Lessor's regular haul-out and storage rates pending payment in full.

All boats will be ready to launch no later than May 1. All boats are to be hauled by Nov. 1 each year. Water and electric will be cut off to docks Oct. 15. Boats not ready to be hauled will be assessed \$50.00 late charge per month. Boats not ready to be launched will be moved at owners expense if necessary.

No noxious, dangerous or offensive thing or activity shall be carried on, on any boat or on the Marina property, nor shall anything be done thereon which, in the opinion of the Lessor may be or may become an annoyance or nuisance to the Marina or Marina occupants. All pets are to be leashed at all times. The Lessee agrees that he will be responsible for the action of his family and his guests and that the Lessor has the right to cancel this contract if these requirements are not met. Any legal action nullifying any portion of this contract pertains to that section only.

*Lessee must adhere to all environmental laws and regulations.

Name _____

Home Address _____ City _____ St _____ Zip _____

Phone Home _____ Office _____ Cell _____

Type of Boat _____ Length _____ Draft _____

Pier No _____ Slip No _____

Space Reserved Beginning _____ to _____

Charge for Slip and Winter Storage \$ _____ Charge for Slip Summer Only \$ _____

SELECT:

Single Payment _____ Installment Payment _____

Deposit - _____ - _____

Balance Due _____

For Installment Payments _____ - _____ Deposit

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Return fully completed copy with first payment or total annual payment.

___ Check if monthly payment is desired—For annual contract only.

Monthly payment will be 10 equal payments of \$_____

___ Check if 4 quarterly payments are desired (on Dec. 31, Mar. 1, Jun. 1 and Sep. 1)

Payments of \$_____

The Lessee agrees that in case of emergency an authorized person from Harbor North has the authority to board your boat for the purpose of performing any necessary task to help insure safety of the Lessee's boat. This service shall be charged to the Lessee at the normal rate determined by the service and risk involved. This service in no way infers obligation or responsibility by the Lessor. The Lessee acknowledges that the rules and regulations attached hereto have been read and understood.

Lessee-Docker

Harbor North, Inc.

Date_____ By_____
Lessor—Harbor North, Inc.

Statement of insurance must be completed at time contract is returned

I hereby certify that I, _____ owner
of _____ (name and type of boat), am insured
by _____ Insurance Company, Policy
Number _____, with policy limits of \$100,000.00 minimum for liability compensation.
OH# _____

Signature_____

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1. The restrooms are provided for the boat owners and guests staying aboard only. Please try to leave them at least as clean as you found them.
2. Each boat operator must use the dock space assigned to his boat and must have sufficient mooring lines of size and quality to properly and safely moor vessel, thus preventing damage to said vessel and those adjoining.
3. No cooking on or near docks as to cause a hazard.
4. Dogs taken on docks and grounds must be leashed. Dogs will not be allowed to run free, or be tied to a dock to cause unsanitary conditions and embarrassment to other dock owners. Dogs will not be allowed to create a nuisance.
5. All waste and refuse shall be placed in dumpster near rack building.
6. Children under ten (10) years of age must be accompanied by an adult when on the docks. All children under ten (10) years of age must wear a life jacket when on the docks.
7. Between the hours of 11:00 p.m. and 7:00 a.m. excessive noise created by loud talking or playing of musical instruments or radios or television is not permitted.
8. Harbor North shall not be responsible for loss or damage to articles left on boats or premises.
9. All cars will be parked in an orderly manner in space provided. No parking will be permitted in drives or roadways.
10. No shooting of firearms is allowed on grounds at any time.
11. Boat owners will be responsible for the actions of their guests
12. Please notify the Marina Manager of any trespassers or broken dock poles, electrical outlets, water lines or tie down cleats.
13. No person, other than owner or owner's family shall enter upon the Marina premises to work on the boat without the prior approval of the Marina Manager, and such work shall be done at the full responsibility of the owner. All persons employed by the owner on boat shall be acceptable to Marina Manager.
14. Owner shall not advertise the boat for sale on, or as being located at, the Marina without the prior consent of the Marina Manager and any such listing shall be on a brokerage basis with the Marina. So long as the boat is docked at the Marina, it shall not be used for any commercial purpose (including rental, carrying of passengers for hire or fishing charters) without the prior approval of the Marina Manager. For sale signs are not permitted.
15. Owner shall advise the Marina Manager when his dock will be vacant for two days or more. The Marina Manager may temporarily assign boats to that dock when it is vacant.
16. Boat shall not be launched before all storage, dockage, repair and other charges at the Marina are paid. Boat will be launched on or about April 15 in approximately the inverse order with which it was stored. An earlier launching will be made if practicable, in the discretion of the Marina; provided that if other boats must be moved to make an earlier launching, the cost of such moving shall be paid by owner. If a later launching is desired, owner shall pay the cost of moving boats which may be necessitated thereby and the cost of moving boat, if required.
17. In the event of an emergency, Harbor North shall have the right to move the boat to any other available location.
18. Owner shall not place a sign on the boat advertising it for sale while it is at the Marina.
19. Owner shall furnish to the Marina a set of keys to the boat for haul-out, emergency and launch purposes.
20. Boats without anti-fouling bottom paint will be charged extra for haul-out bottom scrubbing,
21. Storage cradle or stand must be provided by owner or an additional charge will be incurred at the regular hourly labor rate to store boats for winter storage.
22. All batteries must be removed from boat during winter storage.
23. Boats must have fuel tanks either completely full or completely empty.
24. WARNING TO WINTER STORAGE CUSTOMERS: A contract to haul out, store and relaunch boat DOES NOT INCLUDE draining the plumbing, winterizing engines, generator, or mechanical gear, frame and cover or other protective service UNLESS EXPRESSLY ORDERED on one of our Fall and Winter work order forms.
25. All water hoses must have trigger type nozzles.
26. Prolonged SW or W winds can cause extreme fluctuations in lake levels. Under these conditions it may be impossible to navigate in the Marina.
27. A storage and handling charge of \$120.00 will be assessed for cradles. No charge for stands. \$100.00 for trailer storage outside. \$150.00 for trailer storage inside.
28. In order to encourage early haul outs a bonus of \$1 per foot of boat length will be paid for boats hauled out by October 15. Boats hauled after November 15 will be assessed \$1 per foot. A haul out schedule of 6 boats per day-5 days per week will be established. Get your name on the schedule to avoid a penalty.

Boat Owner Initial _____