MANITOWOC MARINA
Operated by SI Marine Management
425 Maritime Drive, PO Box 993 • Manitowoc, Wisconsin 54221
920-682-5117 (voice) • 920-682-5177 (fax) • service@manitowoc-marina.com (email) • www.manitowoc-marina.com

Slip Lease - 2010

1.) Customer Information:

Tenant: _____ Boat Name: _____
Spouse: _____ Email: _____
Address: _____ City/State: _____
Zip Code: _____ Home Phone: _____ Office Phone: _____
Boat Make: _____ Length Over All: _____ Power: _____ Sail: _____

Boat Owner's Name and Address (If not tenant): _____
_____

Boat is Owned by: Individual Partnership Corporation (Circle One)

2.) Lease of Slip:
Subject to the conditions herein, Sailboats Inc. (S.I.), d.b.a. Manitowoc Marina, agrees to Lease to the above Tenant, and the Tenant agrees to Lease from S.I. Slip #_____on Pier #_____ for the period from April 15, 2010 through November 1, 2010, for the sum of $_____, plus applicable taxes.

This Lease Agreement shall be in effect for the above stated period unless the dock facilities are made unusable by storm, low lake levels, ice, freezing, fire or any other occurrence.

3.) Rules and Regulations:
Tenant agrees to comply with all the Rules and Regulations attached hereto. If the Tenant fails to comply with these Rules and Regulations, this Slip Lease may be terminated by S.I. immediately, and S.I. may remove the Tenant's boat from its Leased Facilities. The attached Rules and Regulations may be amended during the Lease term with the approval of the City of Manitowoc (City).

4.) Liability:
(A) Bodily Injury or Property Damage to Tenant. Tenant agrees that any bodily injury or property damage to the Tenant, Tenant's boat, the contents thereof, or any other property of the Tenant in the harbor or on any portion of the Marina facilities is and shall remain the responsibility of the Tenant. Neither the City nor S.I. shall have any liability for any such injury or damage. Causes of such injury or damage shall include, but not be limited to, vandalism, malicious mischief, theft, or damages caused by wave action, storm, ice or freezing, or the conditions of dock or Marina facilities themselves. Tenant agrees to provide his own insurance against losses to property of the Tenant and hereby agrees to indemnify and hold harmless S.I. and the City with respect to any such loss or damage, even if caused by the negligence of S.I. and/or the City.

(B) Bodily Injury or Property Damage to Others. Tenant hereby assumes full responsibility for any bodily injury or property damage caused by Tenant, his agents or invitees, to any persons or property, including the Marina facilities. Tenant agrees to indemnify and hold S.I. and the City harmless from any such bodily injury or property damage, and agrees to carry insurance to insure the Tenant against any such liability. Tenant shall, upon demand by S.I., provide evidence of adequate liability insurance to insure against all risks assigned to the Tenant under this Slip Lease.

5.) No Waiver of Conditions:
Waiver of any conditions by S.I., or the City of Manitowoc, shall not be deemed to be a continuing waiver.

6.) Legal Clarification:
In addition to those liens arising under state or federal law, as Vessel Owner, I grant Manitowoc Marina a security interest in the vessel, its equipment, furnishing and other appurtenances, to secure sums due under this agreement, including costs and attorneys' fees. In accordance with the lien granted, I further extend to the Marina a license to board the vessel, in the event of my default, and remove any machinery, equipment or material the Marina provided or installed. This license shall be deemed coupled with an interest and may not be revoked. Manitowoc Marina reserves the right to file a financing statement with the Wisconsin Department of Financial Institutions evidencing its security interest in the vessel at any time after consummation of this agreement.

7.) Special Conditions:
The Marina reserves the right to adjust slip assignments due to situations beyond its control; i.e. weather conditions, low lake levels, mechanical or structural problems, emergencies, etc. This agreement shall be in effect for the above stated period unless the dock and/or storage facilities are made unusable by storm, ice, freezing, fire or any other occurrence. Note: Manitowoc Marina basin & docks will be officially closed on November 1, 2010. Slip extensions will not be granted after this date.

Slip Lease signed this _____ day of _____, 2010.

_____ _____
Tenant **Sailboats Inc., d/b/a Manitowoc Marina**

Partnerships - All Partners must submit a signed Lease. Corporations - At least two Corp. Officers must submit a signed Lease. Terms are effective 1/1/2010 and are subject to change without notice.