

**Lake Ogemaw Summer Resort Association
20__ Boat Dock Lease Agreement**

Boat Dock Lease Agreement (hereinafter referred to "Lease Agreement") made this ____ day of _____, 20__, between Lake Ogemaw Summer Resort Association of Ogemaw County, a Michigan not-for-profit corporation, (hereinafter referred to as Lessor), and Lake Ogemaw Summer Resort Association Property Owner, _____, LOT # _____, (hereinafter referred to as Lessee) for dock slip _____ at location _____. **Lessee must be a member in good standing of LOSRA and must be debt free to LOSRA on the date of this signed Lease Agreement.**

By signing this Lease Agreement, Lessee agrees to abide by the following:

1. Lessee agrees to pay Lessor for said dock slip lease the sum of \$_____ for the term of one (1) season (April 15, 20____ through October 15, 20____).
2. Upon payment, the Lessor does hereby grant Lessee permission to occupy the above-described boat dock slip (or substitution or equivalent space by Lessor) for the purpose of storing their watercraft (one watercraft per dock side) and for no other purpose from April 15, 20____ through October 15, 20____.
3. LOSRA shall make every effort to have the docks in place on April 15th. However, if placement of docks is not achieved due to unforeseen conditions (flooding, high water, inclement conditions, etc.), Lessee will not be entitled to a pro-rata rental fee.
4. Throughout the term of this Lease Agreement, all watercraft utilizing a dock slip under this Lease Agreement must have a current/valid registration vested in the Lessee's name and must carry insurance on the watercraft being stored at the assigned dock.
5. Lessor's sole obligation hereunder shall be to provide docking space and Lessee shall have no claim against Lessor by reason of loss or damage to person or property resulting from fire, water, wind, or theft, or the negligence of agents of Lessor or third parties, or any other cause, except any intentional act of Lessor.
6. Lessee agrees to perform all covenants herein contained and to conform to all rules and regulations prescribed hereunder and to such other rules and regulations as shall, from time to time, be prescribed by Lessor, and to comply with all police, fire, and sanitary regulations and with all ordinances and laws applicable thereto, while in, on, or about the above premises. The Lessee must remain a member in good standing of LOSRA and remain debt free to the association throughout the term of this Lease Agreement. Upon failure to comply herewith by the Lessee, Lessor may, at its option, terminate this Lease Agreement and retain the amount that has been paid for dock rental as liquidated damages. The Lessor may, immediately, without notice (any notice required by law being hereby expressly waived), enter said dock slip and any property of any kind therein contained, remove, put out and leave the same at any place the Lessor desires at the risk of said Lessee. Lessee shall have no claim against the Lessor by reason of loss or damage to person or property
7. No permanent or temporary additions or alterations shall be made to docks, slips, catwalks, or any other dock facilities without the written permission of Lessor.
8. At the discretion of Lessor, any watercraft that is not removed after cancellation or termination of this Lease Agreement may be hauled away by Lessor or third party and any charges shall be paid by Lessee. The Lessor is authorized to perform any and all emergency work and haul out Lessee's watercraft without further authority and Lessee shall have no claim against the Lessor by reason of loss or damage to person or property.
9. This Lease Agreement is deemed personal to Lessee and shall not be assigned or transferred without the written consent of the Lessor. In the event Lessee discontinues use of the assigned dock slip rental for any reason whatsoever at any time, Lessee will not be entitled to any refund.
10. Lessee agrees to follow all state, local and Lake Ogemaw watercraft rules. If Lessee fails to comply, Lessor may at its option, terminate this Lease Agreement and retain the amount that has been paid for said dock rental.

In witness whereof, the parties have caused the instrument to be executed on the day and year first above written.

Lessee:

Lessor (LOSRA):

Signature

Signature

Name (Printed)

Name (Printed)

Date

Date