

**Casper Boat Club
P.O. Box 2123
Casper, WY 82602**

Bookkeeping 237-9823

SLIP LEASE AGREEMENT

1. PARTIES TO AGREEMENT The parties to this Lease Agreement are the Casper Boat Club, P. O. Box 2123, Casper, Wyoming 82602, hereinafter referred to as Lessor, and _____ hereinafter referred to as Tenant.

2. LESSEE IDENTIFICATION Lessee's full name and address are:

Name _____ Home Address _____

City _____ State _____ Zip _____

Post Office _____ City _____ State _____ Zip _____

Telephone: Home _____ Business _____

3. VESSEL IDENTIFICATION Description of Lessee's Vessel that is to be placed in the leased slip:

Vessel Name _____ Sail _____ Power _____

Manufacturer _____ Model _____ Hull Identification number _____

Registration or Documentation Number _____

Home Port or State of Registration _____ LOA _____ Beam _____ Draft _____

Trailer Make _____ License # _____

NOTE: LOA is the longest dimension of the boat and is to include railing, swim platforms or other appendages off stern of the boat.

4. AGREEMENT In agreement of receipt is hereby acknowledged, Lessor and Lessee agree as follows:

A. PERMISSION TO MOOR VESSEL BY terms of this Lease Agreement, Lessee shall be allowed to dock/moor/store /park the above-described Vessel at the Casper Boat Club. Lessee agrees that Lessor shall designate the location of the slip within the club.

B. LEASE DURATION This Lease Agreement commences on and terminates on unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual boating season beginning and ending on dates other than the stated term of this Lease Agreement. No fee adjustments will be made for these conditions.

C. LEASE NOT TRANSFERABLE This Lease Agreement is not transferable, without the Lessor's consent, either to another person or for any vessel other than that specifically described above.

D. ACCESS AND LESSOR'S RIGHT TO USE Lessee shall recognize that access to the Casper Boat Club Area may be limited on occasion by capacity factors beyond the Lessor's control. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated. Lessee acknowledges that the Lessor's right to operate the Casper Boat Club and to make available the facilities leased under this Lease Agreement are governed by the certain agreements, concessions and licenses granted to the lessor by the Natrona County Government and the U.S. Government. Lessee agrees that this Agreement shall be subject to the terms of any agreements between the Lessor and such government bodies. Should the Lessor's right to provide the leased premises be terminated during the term of their Agreement, or should the appropriate governing body elect to alter or terminate the right to use Alcova Lake rendering the Casper Boat Club unusable for its intended purpose, the Lease Agreement shall immediately terminate and both parties to the Lease Agreement shall be released without further obligation.

E. TERMINATION BY LESSEE Should Lessee terminate this Lease Agreement, Lessee shall receive a refund only if and when the Lessor finds a suitable replacement tenant. The refund shall be reduced by a service charge equal to 10% of the total lease amount and shall be proportional to the months remaining in this Lease Agreement after assumption by the replacement tenant.

F. TERMINATION BY LESSOR If at anytime it is considered by the Lessor to be in the best interest of the Casper Boat Club or its tenants, Lessor reserves the right, after two (2) days notice, to terminate this Lease Agreement. Lessor shall reimburse Lessee for the unused portion of the Lease Agreement by the formula: Amount paid x Months Remaining in Lease /Total Number of Months Paid For.

G. VESSEL IS INSURED Lessee warrants that the Vessel is insured for liability. Lessee agrees that Lessee will be held responsible for damage, which the Vessel may cause, by any means, to other vessels in the Casper Boat Club or to the Casper Boat Club structures, equipment or facilities.

H. INDEMNIFICATION Lessee agrees to defend, indemnify and hold harmless lessor, its Board Members, manager, agents and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys' fees, for personal injuries,

including death, or damage to property arising out of the use by Lessee (including Lessee's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by Lessee.

I. **VESSEL IS IN GOOD CONDITION** This Lease Agreement is contingent upon examination and approval by the Lessor of the Vessel. Vessels not in good condition will not be admitted to the Casper Boat Club. Failure to maintain the Vessel in good condition shall be cause for termination of the Lease Agreement. The condition of the Vessel shall be appraised and determined by the CBC Board, in its sole discretion. All decisions of condition and maintenance of good condition made by the Casper Boat Club Board shall be final and binding on the parties.

J. **LESSOR NOT LIABLE FOR FIRE, THEFT, ETC.** Lessor and its manager will take all reasonable precautions to protect the safety and property of lessee. However, Lessor and its Manager assumes no responsibility for the safety of any vessel moored in the Casper Boat Club and will not be liable for fire, theft, damage or vandalism to Lessee's Vessel, its equipment, appurtenances, engines, dinghies, etc., however arising; it being the parties understanding that Lessee shall moor the Vessel at Lessee's own risk. Lessor and its manager DOES NOT insure against fire, theft, damage, vandalism or any other loss or casualty to Lessee's Vessel, its equipment, appurtenances, engines (including outboard engines), dinghies, etc. including trailers and cradles.

K. **CREATION OF LIEN** Lessee hereby grants to the Lessor a landlord's lien as further consideration for the Lease Agreement, against the Vessel for all sums due the Lessor from the Lessee for slip rental, provisions, labor, storage, maintenance or fuel, in favor of the Lessor, which lien may be enforced by the Lessor according to the laws of the State of Wyoming, as well as pursuant to the maritime laws and customs of the United States of America.

L. **NO WARRANTIES** Lessee shall rent the slip from Lessor in its "as is" condition. Lessor specifically disclaims all warranties including but not limited to those of merchantability or fitness for a particular use.

M. **SUNKEN VESSEL** In the event that Lessee's Vessel sinks in its slip or within the Casper Boat Club, Lessee will commence salvage activities within 24 hours of notice by the Casper Boat Club that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.

N. **EMERGENCY SALVAGE ATTEMPT** In the event that Lessee's Vessel is observed to be sinking or on fire while moored in the Casper Boat Club, Lessee grants to Lessor without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Lessor deems appropriate and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the Vessel. Lessor shall not claim salvage rights on any action that might be so taken.

O. **REMOVAL OF VESSEL UPON TERMINATION** upon termination of this Lease Agreement for any reason, Lessee shall remove the Vessel from the Casper Boat Club within two (2) days notice of termination.

P. **HOLD OVER** Should Lessee fail to remove the Vessel upon termination of the Lease Agreement, Lessee shall be deemed a hold-over Tenant, and shall pay rent in accordance with the previous term under this Lease Agreement.

Q. **RENEWAL OF LEASE** This Agreement is NOT automatically renewable. However, tenancy shall give Lessee renewal priority over another applicant for the slip up to March 1st of the year of the lease. Lessee must have paid membership and all billed annual fees to retain renewal priority after March 1st. This Lease Agreement shall be renewable only by signing a new agreement, and by payment in advance of the appropriate lease fee.

I certify that I have read and agreed to the above terms and that I will agree to abide by the current Rules and Regulations of the Casper Boat Club.

LESSEE Date _____

LEASE ACCEPTED:

By _____ Date _____
CASPER BOAT CLUB, LESSOR

SLIP NUMBER _____ PERSONAL WATERCRAFT SPACE _____ LAND STORAGE SPACE _____

HOBIE BEACH _____ SUNFISH/DINGHY LAND STORAGE _____