

**NINNESCAH SAILING ASSOCIATION, INC.
WET SLIP, MOORING AND YARD SPACE LEASE AGREEMENT**

(Please Print)

Slip # / Mooring # _____ Yard Space #(s) _____

Lessee Name _____

Address _____
(street) (city) (state) (zip code)

E-mail Address _____

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

Emergency Contact _____ Phone _____

| <u>Boat #1:</u> | <u>Boat #2:</u> | <u>Boat #3:</u> |
|--------------------|--------------------|--------------------|
| Make _____ | Make _____ | Make _____ |
| Length/Year _____ | Length/Year _____ | Length/Year _____ |
| Hull ID# _____ | Hull ID# _____ | Hull ID # _____ |
| KS Reg/Doc # _____ | KS Reg/Doc # _____ | KS Reg/Doc # _____ |

Insurance Company _____ Policy # _____

Liability Coverage (\$100,000 minimum) _____

Agent Name _____ Phone _____

This lease is made subject to the following terms and conditions:

1. Lessee requests the Ninnescah Sailing Association, Inc. ("NSA") to lease the above-referenced wet slip, mooring and/or yard space(s) for the above-described boat(s). Lessee agrees to timely pay all dues and fees as may be required by NSA Bylaws and/or Rules then in effect for the right to occupy the wet slip, mooring and/or yard space(s) as provided for herein for one rental season. The wet slip and mooring rental season for the purpose of this Lease shall commence March 15 and end December 15 each year. The yard space(s) rental season shall commence January 1 and end December 31 each year. This Lease will automatically renew from year to year unless terminated by either party as provided for herein.

2. NSA reserves the right to terminate this Lease, upon 30 days written notice, for Lessee's failure to comply with any NSA Bylaw or Rule or any default in Lessee's obligations pursuant to this Lease. Lessee agrees to remove the boat(s) from the wet slip, mooring and/or yard space(s) within thirty (30) days from the receipt (as defined in paragraph 23 below) of such notice of termination. NSA shall refund that part of the rental fee which Lessee has paid for the balance of the rental season and which may be refundable in accordance with NSA Bylaws and Rules, after deducting such costs and expenses as may be incurred by NSA and for which Lessee is responsible as herein provided.

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3. Unless this Lease is renewed in accordance with the terms hereof and, in the case of the lease of a wet slip or mooring, unless Lessee has received permission from the NSA Harbormaster to utilize the wet slip or mooring during the winter, Lessee agrees to remove the boat(s) and related personal property from the wet slip, mooring and/or yard space(s) on or before the last day of the rental season as set forth in paragraph 1 above, or within thirty (30) days from the receipt (as defined in paragraph 23 below) of written notice of termination as set forth in paragraph 2 above, whichever is earlier. In the event Lessee fails to remove the boat(s) and/or related personal property as herein provided, NSA, or its agents, may take possession of the boat(s) and related personal property and cause the same to be removed for storage at such place as may be convenient for NSA. Lessee hereby appoints NSA as its duly authorized agent with complete Power of Attorney to remove the boat(s) and related personal property or cause it to be stored as herein provided. Lessee agrees to hold NSA harmless from any damage to the boat(s) and/or related personal property and to pay all reasonable costs and expenses incurred by NSA in removing the boat(s) and related personal property and causing it to be stored, as well as all reasonable expenses, including attorney's fees, in collecting all related costs and expenses from Lessee.

4. Lessee, on his or her own behalf, and on behalf of Lessee's guests and invitees, hereby releases and holds harmless NSA from any and all liability, costs, expense, damage, and/or loss of any nature and/or kind whatsoever (including but not limited to property damage, personal injury and/or death) arising out of, related to and/or caused by this Lease, the storage of property at the NSA facility, the use of the NSA facility, any act of God, weather, and/or any other cause and/or event. Lessee uses the NSA facility at Lessee's own risk. Lessee understands and acknowledges that NSA does not carry insurance to cover Lessee's property and that NSA is not liable for any loss and/or damage to Lessee's property. Lessee hereby agrees to maintain insurance on all boats and related personal property stored at the NSA facility; liability coverage shall be, at a minimum, \$100,000. Lessee further agrees to furnish proof of insurance to NSA upon request.

5. Lessee hereby indemnifies NSA from any and all liability, damage, loss, etc. (including, but not limited to, reasonable attorney's fees) arising out of any breach by Lessee of this Lease and/or any negligent, wanton, criminal and/or malicious act of Lessee.

6. Lessee shall be responsible for any and all damage done to the property, guests, customers, agents, servants, and other lessees of NSA by Lessee, his or her agents, pets, servants, guests, invitees or any person on the premises because of Lessee.

7. Lessee shall be in default if Lessee: fails to make any payment required by this Lease and/or NSA Bylaws or Rules; fails to comply with all NSA Bylaws and Rules; and/or violates any term of this Lease. Upon default, NSA may: sell Lessee's property located within or at the NSA facility as set forth in paragraph 8 below; NSA may perform work on Lessee's property stored within or at the NSA facility to bring Lessee and Lessee's property into compliance with the terms of this Lease and/or NSA Bylaws and Rules and charge the reasonable cost thereof to Lessee after giving Lessee thirty (30) days written notice of any non-conformity.

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WET SLIP, MOORING AND YARD SPACE LEASE AGREEMENT**

8. LESSEE HEREBY GRANTS TO NSA A LIEN ON ALL BOATS AND OTHER PERSONAL PROPERTY STORED WITHIN OR AT THE NSA FACILITY FOR ALL PAYMENTS REQUIRED BY NSA BYLAWS AND RULES, AS WELL AS FOR ALL RENT, HOLDOVER RENT, LABOR AND OTHER CHARGES TO BRING SUCH BOATS AND/OR OTHER PERSONAL PROPERTY INTO COMPLIANCE WITH THE TERMS OF THIS LEASE AND/OR NSA BYLAWS AND RULES, AND FOR ALL EXPENSES REASONABLY INCURRED BY NSA IN TAKING ANY ACTION AUTHORIZED BY THIS LEASE OR TO ENSURE LESSEE'S COMPLIANCE WITH THE TERMS HEREOF, INCLUDING REASONABLE ATTORNEY'S FEES. THE BOATS AND/OR OTHER PERSONAL PROPERTY OF LESSEE LOCATED WITHIN OR AT THE NSA FACILITY MAY BE SOLD TO SATISFY THE LIEN GRANTED HEREIN IF LESSEE BREACHES THIS LEASE.

9. This Lease is not assignable by Lessee and Lessee may not sublet the wet slip and/or yard space(s) without the prior written consent of NSA. Lessee will not permit the use of the NSA facility, including the assigned wet slip and/or yard space(s), by any other party. If Lessee sells any boat identified herein and the purchaser desires to store any such boat at the NSA facility, then the purchaser must enter into a lease with NSA or the subject boat must be removed from the NSA facility.

10. Lessee agrees to comply with all Bylaws and Rules established by NSA. Further, Lessee agrees to maintain all boat(s) and related personal property stored at the NSA facility in good and working condition to NSA's reasonable satisfaction.

11. NSA reserves the right to move the boat(s) and/or related personal property stored at the NSA facility pursuant to this Lease as may be deemed necessary by NSA, in its sole discretion, to preserve or protect the boat(s) and/or personal property, or NSA property, or to facilitate the maintenance of NSA facilities or operations. If circumstances permit, as determined by NSA in its sole discretion, NSA shall endeavor to inform Lessee of its intended actions.

12. NSA reserves the right to use on a transient basis, without notice or compensation to Lessee, any vacant wet slip, mooring or yard space(s) leased by Lessee.

13. Only the boat(s) identified herein shall be docked at the assigned wet slip or mooring or stored in the assigned yard space(s).

14. Open and clear pathways shall be maintained on the wet slip docks at all times by Lessee and guests.

15. No fixtures or improvements may be attached to the wet slip docks or the yard space(s) without the prior written consent of NSA. All approved improvements must be located and attached as directed by the NSA Harbormaster as to the wet slip docks and the NSA Yardmaster as to the yard spaces.

16. Three wire grounded cable ONLY shall be used to connect to the 110-volt electrical circuits provided. No permanent electrical fixtures are to be installed on the wet slip docks or the yard spaces without the prior written consent of NSA. If permission is granted, work must

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WET SLIP, MOORING AND YARD SPACE LEASE AGREEMENT

conform to all applicable safety and electrical codes. All electrical use shall be according to NSA Bylaws and Rules.

17. Holding tanks or heads shall not be discharged into Cheney Reservoir. NSA reserves the right to inspect all boats to ensure toilets/heads conform to all applicable rules, regulations and laws.

18. NO OPEN FIRES, INCLUDING CHARCOAL GRILLS, are allowed to be used on boats berthed in a wet slip, or on the wet slip docks or in the yard spaces at any time.

19. All outside contractors or labor for hire must be approved by NSA. Outside contractors must submit a certificate of insurance, including proof of workmen's compensation coverage before approval will be considered.

20. FOR SALE signs, advertising signs, or other postings cannot be placed on boats or other personal property located at the NSA facility without the permission of NSA, which permission shall not be unreasonably or arbitrarily withheld.

21. Lessee agrees to keep the wet slip and/or yard space(s) in a neat and orderly condition and free from anything which could constitute a fire hazard; Lessee will not place or store gasoline, diesel fuel or any other type of fuel in the above-referenced boat(s), on the wet slip docks or in the yard space(s) except in an approved fuel tank within the boat.

22. Lessee agrees to timely notify the NSA of any changes in the information supplied by Lessee and recorded herein. Lessee grants permission to NSA to take all steps reasonably necessary to verify Lessee's compliance with the terms of this Lease and/or NSA Bylaws and Rules.

23. All notices to Lessee are deemed received when addressed to Lessee's address set forth above, on the earlier of: three days after mailing by certified U.S. mail; one day after deposit with a reputable overnight delivery service; and/or upon hand delivery.

24. Any dispute arising out of, or in any way related to this Lease, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve any dispute by mediation and shall share the mediator's fee equally. With respect to any dispute not resolved by mediation, NSA and Lessee agree to waive trial by jury in any and all litigation by and between the parties hereto including, but not limited to, any and all litigation related to and/or arising out of this Lease, Lessee's membership in NSA, the storage of property by Lessee within or at the NSA facility, and/or use of the NSA facility. The terms of this Lease shall be construed in accordance with the laws of the State of Kansas and Lessee and NSA agree and stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas, is the court of exclusive jurisdiction and venue to determine any dispute between NSA and Lessee arising out of or related to this Lease.

**NINNESCAH SAILING ASSOCIATION, INC.
WET SLIP, MOORING AND YARD SPACE LEASE AGREEMENT**

25. No delay or failure to enforce the terms and provisions of this Lease, or to exercise any rights hereunder, and no partial exercise of any rights, shall be deemed a waiver of any rights of NSA pursuant to this Lease and/or applicable law.

26. Lessee acknowledges that he or she has fully read and understands each and every term of this Lease and fully understands the legal effect thereof.

Ninnescah Sailing Association, Inc.

Lessee

(date)

(date)

By _____

Its _____