MILWAUKEE YACHT CLUB
2011 SLIP RENTAL AGREEMENT

This agreement (the "Agreement") is made as of this _____ day of _____, 20_____ by and between the Milwaukee Yacht Club, a Wisconsin corporation ("MYC"), and_____ (the "Member").

WHEREAS, the Member is the owner of a yacht identified in this agreement; and

WHEREAS, the Member is interested in obtaining from MYC, and MYC is interested in providing to the Member, slip or dry dock storage privileges for the Yacht during the 2011 boating season (the "Season") upon all of the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the recitals and the covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Use of Slip.** MYC agrees to permit the Member to use that part of the MYC dock designated by the MYC Dockmaster hereto (the "Slip") from April 1 through October 31 of the Season for the purpose of docking the Yacht when used as a yacht and not for hire or for any other commercial purpose, and only while the Member is eligible and in good standing under MYC's bylaws. For such docking privileges, the Member agrees to pay MYC the full amount of the published slip price in accordance with the Fee Schedule listed below:

A deposit in the amount of $500 is due with signed contract.

The Fee is due as follows for all contracts received by December 31, 2010:

- 34% of the total fee, less deposit received, is due January 31, 2011
- 33% of the total fee, less deposit received, is due February 28, 2011
- 33% of the total fee, less deposit received, is due March 31, 2011

The Fee is due as follows for all contracts received January 1, 2011 through January 31, 2011:

- 50% of the total fee is due February 1, 2011
- 50% of the total fee is due March 31,2011

The fee is due as follows for all contracts received after February 1, 2011:

- 100% of the total fee is due upon signing contract

NO ACCESS TO SLIP WILL BE ALLOWED UNTIL FULL FEE IS RECEIVED

THE SLIP FEE AND DEPOSIT ARE NOT REFUNDABLE

The Slip reservation will be CANCELLED if the payments are not received as noted in the above schedule.

2. Extent of Privileges. The privileges granted to the Member hereunder extend only to the Yacht identified in this document. Neither this Agreement nor the Slip for which it is issued is transferable by the member. If docking a yacht other than the Yacht, the Member hereby agrees to notify MYC and pay all applicable fees. When the Yacht is not docked in the Slip, MYC has the right to use or allow the use of the Slip in any way. The Member agrees to notify the MYC dock master if the Slip will be vacant for more than 24 hours at any one time. The Member agrees not to use the Slip or his or her Yacht while docked so as to create a nuisance or annoyance. In case a complaint is made to MYC concerning the Member's use of the Yacht or the Slip in breach of this Agreement, the Member agrees to abide by the decision of the MYC Board of Directors or Dockmaster with respect to any discipline made necessary as a result of such complaint.

3. Utilities/Fuel. MYC will furnish electricity and city water to the Slip. City water will be available throughout the Season unless MYC, in its sole discretion, considers a shut-off date prior to the end of the Season to be necessary to protect MYC property. Fuel and other flammables shall be kept only in the Yacht's regular tanks or in other approved containers. Filling the Yacht's fuel tanks in the Slip area and storage of fuels and other flammables in a dock box on the pier is strictly prohibited.

4. Condition and Maintenance of Docks. The Member accepts the Slip and docks leading thereto in their present condition. MYC is responsible for ordinary maintenance only. The Member shall not modify the structure of the Slip in any way that is detrimental to its function and shall not modify the structure of any other portion of the MYC docks in any manner whatsoever (including without limitation through the installation of dock boxes) without the prior written consent of MYC, which consent may be withheld in MYC's sole and complete discretion. MYC is authorized to correct changes made to the Slip by the Member, to remove anything left at the Slip by the Member contrary to this Agreement and to charge the cost of any such correction or removal to the Member.

5. Governing Rules. The Member hereby agrees to abide by all of the terms and conditions of this Agreement, as well as all of the rules and regulations published from time to time by MYC, including without limitation the "MYC Yard and Dock Fee Schedule and Policies" available on the Club's website. In addition, the Member shall not violate any applicable law, ordinance or governmental regulation while using the Slip, the Space or other facilities of MYC, including without limitation any applicable state or federal environmental law. In the event of any conflict between such rules, regulations, laws or ordinances and the provisions of this Agreement, the provisions of such rules, regulations, laws and ordinances shall control.

6. Insurance. The Member shall maintain in force during the term of this Agreement yacht liability and property damage insurance with limits of liability of $300,000 at a minimum from an insurer licensed to do business in the State of Wisconsin. **Current copies of the certificate of insurance applying to the Yacht must accompany this signed Agreement. Failure to furnish aforementioned certificate will result cancellation of the Slip reservation and this Agreement.**

7. Indemnification. The Member agrees to indemnify, defend and hold harmless MYC, its agents, officers, employees and members from and against any and all damages, losses and expenses, including attorney's fees, incurred by reason of any wrongful, intentional or negligent act or omission of Member, his or her agents or guests which may arise out of or are connected with the activities covered by this Agreement. The Member further agrees that MYC shall not be liable for any loss or damage, by theft or otherwise, to the Yacht or any other property of the Member incurred while using any MYC facilities or the harbor surrounding the MYC facilities, unless such loss or damage is caused by the gross negligence or intentional misconduct of MYC or its agents or employees. The Member hereby releases MYC of and from any claim by him or her, or on his or her behalf, for any of the aforesaid losses, damages or thefts. The Member accepts sole responsibility for the acts and safety of his or her agents or guests.

8. Proof of Ownership. The Member represents and warrants to MYC that he or she is the owner of the Yacht, and that the Yacht has been duly registered with all the applicable governmental agencies. **A current copy of the Yacht's state registration card must accompany this Agreement. Failure to furnish aforementioned registration will result cancellation of the Slip reservation and this Agreement.** MYC may request other conclusive evidence to the satisfaction of MYC that the Member renting the Slip is the owner of the vessel occupying the rented Slip. MYC may CANCEL the Slip reservation and this Agreement if, in MYC's sole discretion, the Member fails to provide such conclusive evidence within 10 days of receiving such request and the Member shall forfeit any deposit or fees paid.

9. Termination. If the Slip or Yard is destroyed or rendered substantially useless, by weather or otherwise, or is taken by condemnation or other legal action, this Agreement shall terminate immediately and the Member will be entitled to a pro rata refund of the Fee. This Agreement may also be terminated, at the option of MYC, if the Member violates any term or condition of this Agreement. Furthermore, this Agreement may be terminated by the Member at any time; provided, however, that upon such termination, the Member will not be entitled to a refund of the Fee.

10. Renewal. The Member shall have the right to renew this Agreement for the boating season following the Season on such terms and conditions as MYC may then offer, but MYC shall have the option to refuse the renewal if, during the terms of this Agreement, the Slip or Space was not occupied by the Yacht during both the Season and the immediately preceding boating season, or if the Member violated the terms and conditions of this Agreement during the term of this Agreement. MYC shall have the right to terminate any renewal granted to the Member if, upon the date that the renewal fee is to be paid, the Member is delinquent in dues or any other charges owed to MYC or is not eligible or in good standing under MYC's bylaws or during the term of the previous lease at any time was considered not a member in good standing.

11. Emergency Conditions. In the event of severe weather, MYC personnel may attempt, if practical and possible, to provide preparation and damage services to the Yacht. However, it is the responsibility of the member to provide protection for the Yacht against all weather conditions, and MYC does not assume any responsibility for damage to the Yacht or other property of the member resulting from weather conditions. In the event that the Yacht sinks, the Member shall commence salvage activities within 24 hours of notice that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give MYC the right to salvage the Yacht and place a lien on the Yacht for all costs incurred including storage and removal of the Yacht. It is the responsibility of the Member to ensure that the Yacht is properly secured at all times. If it is observed that the Yacht is improperly secured at any time, MYC may rescue the Yacht without recourse at the expense of the Member. Any damage resulting there from that occurs to MYC property or the Yacht shall be the sole responsibility of the Member.

12. Entire Agreement. This Agreement, together with the documents and instruments referenced herein, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

13. Severability. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not in any way be impaired.

14. Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITHESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth above. Furthermore, the undersigned Member hereby certifies that he or she has read and agrees with all of the terms and conditions of this Agreement.

MILWAUKEE YACHT CLUB	**MEMBER**
By:_____	Name:_____
Signature: _____	Signature:_____
Title: _____	Member Number:_____
Date: _____	Date: _____

VESSEL INFORMATION

Boat length: _____

Name of vessel: _____

Type: Power_____ Sail _____ *(check one)*

LOA: _____
Draft: _____
Beam: _____

SLIP SPECIFIC INFORMATION

Slip Number: _____
Slip Size: _____