

2024 SUMMER SUBLEASE AGREEMENT

Wolf Marina and Cooperative Association
514 ALDER ST. E.
STILLWATER, MN 55082

MEMBER / LESSOR: _____

LESSEE: _____ CELL PHONE: _____

LESSEE ADDRESS: _____ ALTERNATE PHONE: _____

EMAIL: _____

The above-named Member/Lessor ("Lessor") is a Member of the Wolf Marine a Cooperative Association ("Association") and is the owner/holder of a Member Lease and License in and to slip no. _____ ("Slip") located at the above address. Lessor intends to let to Lessee, and Lessee intends to lease or sub-lease from Lessee the Slip for the recreational seasonal mooring of a [coat / craft type]:

(year) (length-overall) (make) (reg.#)

Summer Dockage shall be provided for the said watercraft. If the Sub-Lessee chooses to launch, pull, or store their watercraft on his/her own, there will be no reduction in the yearly rental fee. Sub-Lessee may arrange for launch, pull out, or storage, with Wolf Marina Cooperatice Association. ("Association") Spring Launch will begin as weather permits and schedule fall pullouts begins in September 25th. Emergency surcharge may apply should flood conditions arise.

Terms

Rental Fee: Rent ("Rent") for the Term of this Lease shall be \$ _____, to be paid as follows:

- _____

Emergency surcharges may apply should flood conditions arise.

No boat or watercraft may be launched or docked at the Slip until entire Rent/fee is paid in full. Fees paid are non-refundable, unless otherwise set forth in this Lease.

Term: Subject to the provisions of this Lease, the term of this Lease shall be from _____, _____ **through** _____, _____ ("Term"). Any boat, watercraft, or other property left at the marina after the termination of this Lease, shall be subject to launch, load and/or storage fees, which shall be paid in full by Lessee prior to the return of the boat, watercraft, or property, which may be held by Lessor as security for payment.

Notwithstanding the foregoing, no watercraft shall be allowed in the Slip until Spring Launch. Spring Launch will begin as weather permits and fall pullout begins September 25, unless otherwise determined by the Association in its discretion. Spring launch, summer dockage, fall pullout and outside winter storage shall be provided for said watercraft. If Lessee chooses to launch, pull out or store watercraft on his/her own, there will be no reduction in the yearly rental fee.

Subleasing or Assignment: This Lease shall not be assigned, sublet or transferred by Lessee. In the event that Lessee's boat or watercraft is sold or removed from the premises for any reason, Lessee shall not be entitled to a refund of any Rent or other fees incurred or paid under this Lease.

Association: The Slip is or will be part of and included in the Wolf Marina Cooperative Association ("Association"). Lessee agrees to and shall comply with the governing documents of the Association, including

but not limited to the Articles of Incorporation, Declaration, Bylaws and standing resolutions, except to the extent specifically not applicable to Lessee.

Insurance: Prior to docking any boat or watercraft pursuant to this Lease, and at any time upon reasonable request, Lessee shall provide a certificate of insurance to Lessor, and Lessor shall provide the same to the Association, showing liability coverage on said boat or watercraft in the amount of at least **\$500,000.00**, insuring against bodily injury and property damage. Wolf Marina Cooperative Association must be listed as additional insureds and loss payees.

Insurance company: _____ policy number _____

General Terms: Lessee leases the Slip only. Lessee shall have reasonable lawful use and access to appurtenant property and facilities, not including other slips or restricted areas of the premises. Lessor, its Lessors, agents, owners assigns, and Association assume no responsibility for the safety, care or maintenance of any boat or watercraft, or other personal property of Lessee (including that of Lessee's guests and invitees), or any loss or damage thereto, whether or not caused by fire, lightning, water, cyclone, tornado, windstorm, hail, explosion, theft, malicious mischief or other hazard or casualty of any kind or any combination, including Lessor's negligence or negligence of third parties. Lessee agrees to hold Lessor and the Association harmless from any and all claims, loss, damage, cost or liability whatsoever for or related to injury to or fatality of persons, or damage to property arising from or related to Lessee's use and/or occupancy of the slip or any appurtenant property. Lessee and Lessee's guests shall abide by the rules of the marina/Association. Violations of this Lease or of the rules and regulations of the marina/Association shall be grounds for termination of this Lease by Lessor.

Lessor shall have a lien against the Lessee's boat or watercraft, and any appurtenances or contents thereof, for any and all unpaid sums due for use of storage or related services or for damage caused by or contributed to by the boat or watercraft or by Lessee, and/or Lessee's guests, invitees or licensees to any docks, property of Lessor, property of the Association or any third party. Lessee agrees to and shall pay any and all costs of collection and reasonable attorneys' fees incurred by Lessor in connection with or arising out of any and all breaches of this Lease, liabilities incurred by Lessor.

In the event any provision of this Lease is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Lease so as not to cause the invalidity or unenforceability of the remainder of this Lease and the Agreement shall be interpreted in order to accomplish the intent hereof.

This Lease shall be governed by Minnesota law and represents the entire Agreement between Lessor and Lessee. Any action arising from or related to this Lease shall be venued solely in the district courts of the state of Minnesota, county of Washington.

The Association is not a party to this Lease but is an intended third-party beneficiary hereof and may, but shall not be required to, enforce the terms hereof for which it is a beneficiary. Lessor and Lessee respectively relieve the Association of any responsibility for the enforcement of this Lease and waives and releases any and all claims against the Association with respect to this Lease or the terms hereof.

This Lease represents the entire agreement between the parties hereto.

Lessee (print name): _____

Lessee (signature): _____

Date: _____

Lessee boat/watercraft lienholder: _____

Lessor: _____

Date: _____

By: _____

Its: _____