

**W. C. YACHT OWNERS ASSOCIATION (WCYOA)
414 WHITTAKER POINT ROAD
ORIENTAL, NC 28571
252-249-3358**

SLIP LEASE/TENANT AGREEMENT

Welcome to Whittaker Creek Yacht Owners Association (WCYOA). We hope you enjoy your stay. If you have any suggestions concerning our facilities, please contact our President or one of our Directors. Contact information is posted in our Club House. If you observe maintenance or safety issues please contact our Dock Master directly and or fill out the maintenance request also posted in our Club House. General "Terms of Agreement" can be found on page two of this agreement.

SLIP LEASE AGREEMENT covers slip _____ for the term from _____ to _____

TENANT INFORMATION:

Name: _____
Home Address: _____ Business Address: _____
Telephone: _____ Telephone: _____
E-mail: _____
Name of boat: _____ Hailing Port: _____
Boat Manufacturer: _____ Propulsion: Diesel / Gas (circle one)
Dimensions: length: _____ Beam: _____ Draft: _____
Registration/Documentation No.: _____
Insurance Provider: _____ Policy No. _____ Policy Period _____
Tender/dinghy identification/name: _____
Combination number to boat or key location (see Terms of Agreement): _____

Partners (P)/Spouse (S) and children's (C) names: (P) _____
(S) _____ (C) _____

In the event we have an emergency that may affect your boat and you cannot be reached. Name and phone number of someone to call: name. _____ number _____

The owner and tenant, by signing this contract, agree to abide by the rules /covenants (available in our Club House) of WCYOA and the Terms of Agreement set forth herein.

Owner: _____ Dated: _____

Tenant: _____ Dated: _____

The above signed Tenant agrees to pay Owner the sum of \$ _____ monthly/quarterly/semi-annually/ annually (circle one) for the lease of Slip # _____.

Remit payment(s) to: _____

A copy of this lease agreement shall be provided to the WCYOA Dock Master at above identified address. "Key cards" (\$10/card) will not be provided without a lease agreement being on file with the WCYOA Dock Master.

TERMS OF AGREEMENT

1. The word/title "Dock Master" is used here to indicate the person authorized to represent Whittaker Creek Yacht Owner's Association, Inc. (hereafter referred to as WCYOA). Generally in day to day operations this is our Dock Master. The word "tenant" is used here to indicate the person/s leasing any East or West slip owned by a WCYOA owner/member.
2. If it is considered by WCYOA to be in the best interest of the WCYOA that WCYOA reserves the right, after 10 days notice to cancel this contract, with the tenant removing his boat forthwith. Proportional reimbursement will be made from the date of notice provided the boat is moved within 10 days.
3. To be admitted and to continue as a tenant of WCYOA, a boat must be:
 - A. Used for pleasure only, and not a "live-a-board" vessel
 - B. Registered, identified, marked, equipped, and maintained as required by law and safe practice.
 - C. Subject to periodic inspection by the WCYOA Dock Master.
4. The tenant agrees to have his boat insured for complete marine liability coverage. Each tenant will be held responsible for damage tenant or tenant's boat may cause to other boats in the marina and/or to piers, pilings, structures, facilities, and not limited to any other damage that may be caused. In the event of a hurricane advisory, the tenant agrees to remove his boat from the marina. If tenant fails to remove his boat from the marina, tenant agrees to be responsible for any and all damage tenant or tenant's boat may cause.
5. The tenant agrees WCYOA will not be held responsible for bodily injuries, medical expenses, or loss of time to tenant, tenant's guests, or crew due to accidents or illnesses occurring on or about the marina or while participating in it's activities.
6. All boats shall be secured in their berths in a manner acceptable to WCYOA Dock Master, or the Dock Master may secure the boat and assess a service fee.
7. Tenants will provide the Dock Master with a set of main door or hatch keys, or combination to lock and ignition keys. The boat will only be entered by the Dock Master for perceived emergency service, otherwise only with the authority of the tenant. No other person will be allowed on the boat without the tenant's permission which should be provided in writing (e.g. e-mail).
8. All reasonable precautions will be taken by WCYOA to ensure the tenant's property and safety. However, the WCYOA assumes no responsibility or liability for the safety of any vessel docked in a WCYOA slip and will not be liable for fire, theft or damage to said vessel, it's equipment, or any property in or on said vessel, however arising.
9. The tenant (and guests for whom he is responsible) agrees to conduct himself at all times when on the property of WCYOA, or on any boat therein, so as to create no annoyance, hazard, or nuisance to our facilities or to the other tenants or owners. This involves observance of good housekeeping (you are responsible for cleaning up after using the pool and Club house facilities) and sanitation practice and the use of facility garbage/trash receptacles.
10. Tenders and skiffs shall be stored on board larger vessels when possible. Otherwise, they must be kept off the docks, or secured at a designated location. Their identification marks or name are required to be recorded with the Dock Master. No dock boxes, steps, etc, can be installed without the written permission of WCYOA.
11. Commercial fishing boats and other types of commercial craft will not be admitted to WCYOA facilities.
12. Tenant and tenant's guests agree to use the WCYOA club house shore-side toilets when in their slip. All garbage and other refuse must be placed in the receptacles provided.
13. Tenant and tenant's guests will not place supplies, materials, accessories, or debris on walkway and will not construct thereon any lockers, chests, cabinets, or similar structures, except with the written approval of WCYOA.
14. Noise shall be kept to a minimum at all times. Tenants shall use discretion in operating engines, generators, radios, and televisions so as not to create a nuisance or disturbance.
15. Advertising or soliciting shall not be permitted in any part of the WCYOA facilities without written WCYOA approval.
16. Laundry shall not be hung on boats, docks, or finger piers. NO FIRES of any kind on docks or finger piers.
17. Dogs will be permitted only on a leash and must not run loose on the grounds or on other tenant's or guest's boats. Tenants are responsible for cleaning up after their dogs.
18. Heaters or air conditioners left unattended on boats will result in additional charges for electricity.
19. Tenants shall pay reasonable attorney's fees of WCYOA in the event they are required to use the services of an attorney for the enforcement against Tenant of any of the terms, covenants, or provisions thereof. In addition, Tenant, in the event of default, specifically subjects himself and any vessel moored in said slip to the provisions of Article 1 of NCGS 44A.
20. This lease agreement applies only to WCYOA East or West Dock slips. Deed covenants require board approval of all leases. Each slip owner is responsible for making sure WCYOA Dock Master has a current copy of each lease agreement (to include those leases being handled by a third party).

Initials

Owner: _____ Tenant: _____