

ANNUAL BOAT LIFT/STORAGE BOX RENTAL AGREEMENT

LAKE DEVELOPMENT COMPANY, INC.

26111 Big M Campground Road, Cassville, MO 65625 (417) 271-3853

d/b/a

BIG M MARINA

This **Annual Boat Lift** and/or **Storage Box** Rental Agreement (hereinafter referred to as "Agreement") is entered into by and between **Lake Development Company, Inc., d/b/a Big M Marina** (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee"), subject to the following Terms and Conditions.

1. The rental is for a term from _____ to _____. It will be automatically renewed upon the same terms for one (1) additional term of 12 months (the "Renewal Term") unless Lessee notifies Lessor in writing of Lessee's intent to terminate this Agreement no later than thirty (30) days prior to expiration of the Initial Term.
2. Lessee shall pay Lessor an annual rental payment in the amount of _____ Dollars (\$_____) ("Boat Lift"). Said rent shall be due upon execution of this Agreement and according to the terms of the attached **Payment Schedule** thereafter. Said rent shall be deemed late after the tenth (10th) day after said rent is due. In the event the Boat Lift rent is late, Lessee shall pay Lessor a five percent (5%) late fee for each month said Boat Lift rent is late. It is understood and agreed that the said five percent (5%) fee shall not be deemed a penalty but a fair and accurate assessment of the Lessor's damage for late payment.
3. Specifications: Lift size _____ lbs.
4. Lessee shall pay Lessor a fee of _____ Dollars (\$_____) ("Storage Box") per year for each Storage Box to be provided by Lessor. The number of Storage Boxes per this Agreement is _____.
5. Lessee hereby grants Lessor sole discretion in assigning the location of the Boat Lift or Storage Box to Lessee. In general, a Lessee occupying a Boat Lift/Storage Box for one (1) year may continue to occupy said items in subsequent years, but this privilege is not guaranteed by Lessor. Boat Lifts/Storage Boxes made vacant by another Lessee shall be rented at the discretion of Lessor. Moving a Boat Lift from one dock/slip to another shall be at the discretion of Lessor, and at the expense of Lessee.
6. Lessee shall not assign, transfer, or permit the use of Lessee's rights and obligations contained in this Agreement without the written consent of Lessor.
7. Lessor shall not be responsible for any injuries or property damage caused by or arising out of the use of the **PWCP**/Storage Box, the premises, or other facilities, and such risk shall be entirely the risk of Lessee, including, but not limited to, theft, fire, vandalism, high or low water, Acts of God, or any other act or omission of Lessee of any third person. Lessor may not carry insurance covering the property of the Lessee; it is the sole responsibility of the Lessee to adequately insure the Lessee's property. Although Lessor shall not be obligated to do so, in the event Lessor takes any action to protect Lessee's property from damage or destruction, Lessor shall be entitled to reasonable compensation for such action.
8. If Lessee desires to dock a watercraft other than the one described above, Lessee must first secure written permission of the Lessor and pay any additional fees applicable. In the event Lessee shall violate any term or condition of this Agreement or any reasonable rules promulgated by Lessor, Lessee shall be in breach of this Agreement, and Lessee's rights shall immediately, and without notice, be terminated. Lessee hereby consents to Lessor taking any reasonable action to remove Lessor's property upon termination of this Agreement.

Lessee(s) Signature(s)

Date

Lessee(s) Signature(s)

Date

Lessor(s) Signature(s)

Date