

## ANNUAL SLIP RENTAL AGREEMENT

### LAKE DEVELOPMENT COMPANY, INC.

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

d/b/a

BIG M MARINA

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This **Annual Slip 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"), and is subject to the following Terms and Conditions.

1. **Boat Registration and Membership.** All vessels must have a valid and current registration. In addition, the Lessee must provide proof of current TowBoatUS membership.
2. **Term.** Lessor hereby leases to Lessee \_\_\_\_\_ boat slip(s) with approximate dimensions of \_\_\_\_\_ x \_\_\_\_\_. This Rental is for a term from \_\_\_\_\_ to \_\_\_\_\_ (the "Initial Term"). 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.
3. **Rent.** Lessee shall pay Lessor annual space rent in the amount of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) for the Initial Term (including applicable taxes and corps fees assessed by/under the Department of Army Corps of Engineers Regulations) and any Renewal Term. Said space rent shall be due and payable in accordance with the separate Payment Schedule executed by Lessee, the terms of which are incorporated herein.
4. **Dock/Slip.**
  - A. **Insurance.** Lessor will require Lessee to provide insurance on any dock/slip 14x40 or larger in the amount of \$1,000,000.00. Any dock/slip smaller than 14x40 will require insurance in the amount of \$500,000.00. In either case, Lessor (Big M Marina) must be listed as an "additional insured" and contain a waiver of subrogation in favor of Lessor, including its agents, successors, and assigns. Lessee shall provide insurance coverage to Lessor annually prior to the use, occupancy, and possession of the dock/slip. Evidence of said insurance coverage may be in the form of a certificate of insurance or a copy of the Lessee's declaration page.
  - B. **Location/Assignment.** Lessee hereby grants Lessor sole discretion in assigning the location of the slip space to Lessee. In general, a Lessee occupying marina space for one (1) year may continue to occupy said space in subsequent years, but the Lessor does not guarantee this privilege. Slip space made vacant by another lessee shall be rented at the discretion of the Lessor.
  - C. **"AS IS"**. Lessee acknowledges that Lessor leases the dock/ slip in an "AS IS, WHERE IS" condition without any warranties or representations, express or implied, as to the condition of the dock/ slip. Lessee acknowledges that it has been afforded a reasonable opportunity to inspect the dock/slip and is familiar with the site, dimensions, and physical condition. Lessor shall not be required to improve or alter the dock/slip.
  - D. **Improvements.** Lessee shall not make any changes to the dock/slip or any portion thereof without submitting a written proposal to Lessor and Lessor providing written consent for same, which consent may be withheld in Lessor's sole discretion. Lessee may be required to pay additional charges for additional services or facilities, including electrical service and other utilities. Any and all improvements or alterations to the dock/slip or any portion thereof shall become the property of the Lessor.
  - E. **Use and Neglect.** Lessee shall only make reasonable and customary use of the docks/slips and the premises covered hereby, and no unnecessary wear and tear, disturbance, nuisance, rubbish, or garbage shall be permitted on the dock/slip or premises. Lessee shall keep the dock/slip and premises nearby free and clear of gear, tackle, and other obstructions and deposit all rubbish and garbage in

containers in the Big M Marina parking lot area provided by Lessor. Lessee shall discard nothing in the water of the harbor. Lessee shall be responsible for the conduct and actions of his/her/their guests.

Lessee shall not install/locate barbeque grills, batteries, or two-prong electrical plugs on the dock/slip. Barbeque grills, batteries, and decorative lights must be located and installed within the Lessor's boat/vessel premises.

Lessee agrees to abide by all rules and regulations adopted by Lessor with respect to the dock/slip and dock/slip space utilized by Lessee pursuant to this Agreement and agrees that Lessor may amend and supplement rules and regulations at any time at its discretion.

If Lessee desires to dock a boat other than the one described on the Application, Lessee must first secure written permission from the Lessor and pay any additional fees applicable.

**F. Delinquent Account.** Any Lessor who is 90 days delinquent in payment of their Rent, shall be deemed delinquent. Any boat located in a dock/slip deemed a delinquent account shall be subject to removal at the owner's expense.

**G. Safety and Compliance with Laws.** The dock/slip shall be used and occupied safely, carefully, and properly. All boats must be docked, and lines secured to avoid the risk of damage to the dock/slip and other vessels. Lessor reserves the right to board the boat at any time to secure the lines but assumes no obligation to do so affirmatively. Lessee, including his, her, or their guests using the dock/slip, shall abide by and comply with all present and future ordinances, regulations, and laws of all governmental and quasi-governmental entities, whether federal, state, or local, having jurisdiction with respect to the dock/slip, Lessee shall neither permit nor commit any illegal or unlawful practice or act in or upon the dock/slip or Big M Marina. Lessee shall be responsible for complying with all requirements and for payment of all fees, fines, penalties, expenses, and other costs that may be imposed by any governmental and/or quasi-governmental entities, whether federal, state, or local, having jurisdiction with respect to the use and occupancy of the dock/slip and Big M Marina.

Lessee shall not launch boats or watercraft of any nature at the dock site. To do so presents a severe safety hazard, and instead, Lessee shall use the launching facilities furnished by the Army Corps of Engineers.

**H. Damages.** Lessee shall be strictly liable for any and all damages to the dock/slip and attached property and other facilities within Big M Marina caused by Lessee, Lessee's boat, lessee's employees, family, agents, guests, contractors, and crew, or any way relating to the dock/slip, the boat, and or the use thereof.

**I. Right of Entry.** Lessor, its agents, contractors, and employees may at any time, without consent of Lessee, enter in and upon the dock/slip to examine and inspect the same, for delivery of notices, for determining if the same are in a healthy, clean and well-maintained condition, and making such repairs to the dock/slip which it may deem necessary. Lessor shall not enter the boat without reasonable advance notice to Lessee, unless in the event of an emergency or for the reasons set forth under Section 4.G. above.

**5. Maintenance.** All boats must operate under their own power. If a boat has waste tank(s), said tanks must be pumped out twice a year at Big M Marina. All boats must be inspected by Big M Marina staff, certifying there are no dump/waste valves. Said dumping of waste into the marina is a direct violation of the Department of Army Corps of Engineers Regulations.

Boat maintenance or repair activities (excluding boat winterization) that require the removal of the boat from the water or removal of major portions of the boat, including the engine, for purposes of routine repairs or maintenance on-site are prohibited over the water within Big M Marina, except where such

activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the boat. Expressly prohibited shall be hull scraping, stripping, sanding, painting, re-coating, and other maintenance or repair activities that may result in water quality degradation from discharge or release of potential contaminants into the water.

6. **Subletting/Transfer**. Lessee shall not sublet, assign, transfer, or permit the use of Lessee's rights and obligations contained in this Agreement without the written consent of Lessor, which may be withheld in Lessor's sole discretion. Any purported assignment, sublet, or other transfer by Lessee shall be a default of this Agreement and will be considered null and void by Lessor. Lessor is expressly permitted to assign and convey its rights hereunder.
7. **Sale of Boat**. Any boat sold on marina property by Lessee must be approved by Big M Marina management and will be subject to a ten percent (10%) fee of sale price. Said fee shall be due and payable immediately upon closing of said boat sale.
8. **Insurance**. Lessor shall not be responsible for any injuries or property damage caused by or arising out of the use of the dock, the premises, the harbor, or other facilities operated by Lessor or its affiliates, and such risk shall be entirely the risk of the Lessee, including, but not limited to, theft, fire, vandalism, high or low water, Acts of God, or any other act or omission of Lessee or any third person. Lessor may not carry insurance covering the property of Lessee, it being the sole responsibility of Lessee to insure Lessee's property adequately. 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. Lessee shall indemnify and hold Lessor harmless from and against any and all claims asserted against Lessor as a result of any act, negligent or otherwise, of Lessee or any guest of Lessee, including attorneys' fees.
9. **Maritime Lien**. Lessee acknowledges that Lessor shall have a "maritime lien" against all watercraft kept on Lessor's property, including in the slip space. All gear, equipment, and appurtenances in accordance with the applicable Maritime Law of the State of Missouri and Admiralty Law of the United States of America for any and all sums due Lessor under this Agreement, and any other fees or expenses incurred or accrued herein, including interest, collection fees, and storage fees shall be subject to the lien. Lessee agrees that Lessor may file any and all necessary and appropriate documents to perfect such lien.
10. **Pets**. Big M Marina LOVES PETS! We know that pets are part of our guests' family, and we want families to enjoy their time together. We also respect the wishes of customers who don't want to encounter other people's pets for health or other reasons. In recent seasons, a handful of guests chose to ignore or evade our then-current policies, and the result of those decisions led to injuries to persons and other pets, arrests, property damage, and eviction from the premises. In the interest of everyone's health, safety, and enjoyment of the area, we observe the following policies regarding pets:

**A. Pet Policy Agreement**. All customers checking in at any area of the marina property must sign the Big M Marina Pet Policy Agreement (the "Big M Pet Policy"); the annual slip customer execution of a lease constitutes an agreement to observe the Big M Pet Policy.

**B. Current Vaccinations**. ALL PETS BROUGHT ONTO THE PROPERTY MUST BE CURRENT ON VACCINATIONS, INCLUDING BUT NOT LIMITED TO RABIES.

**C. Aggressive Pets**. AGGRESSIVE PETS ARE NOT ALLOWED ANYWHERE ON THE PROPERTY. VIOLATORS MAY BE CHARGED A \$250.00 FEE AND BE REMOVED FROM THE PREMISES WITHOUT A REFUND. "AGGRESSIVE" WILL BE DETERMINED BY BIG M MARINA MANAGEMENT IN ITS SOLE DISCRETION. BIG M MARINA MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE TO ANY GUEST WHO REFUSES TO COMPLY WITH THE POK PET POLICY. BIG M MARINA STAFF MAY CALL POLICE/LAW ENFORCEMENT FOR ASSISTANCE IF THE PET OWNER BECOMES UNCOOPERATIVE.

**D. Pet Rules.** Pets are allowed on docks/slips and Lessee's boats. Pets must be under the control of the owner and confined to Lessee's boat or be on a leash at all times. Due to the close proximity of docks/slips, pet owners may be asked to make reasonable accommodations regarding their pets in favor of nearby guests enjoying the dock/slip, at the sole discretion of Big M Marina Management.

Lessee(s) are responsible for observance of quiet time rules by their guests AND their pets.

Lessee(s) must walk their pets off the main paths and clean up after their pets.

Any Lessee who violates the Big M Pet Policy or refuses to cooperate with Big M Marina Management/Security requests may be charged a \$250.00 fee or, depending on the severity of the violation, have this Agreement terminated.

**11. Events of Default/Termination.** In the event Lessee breaches any provision of this Agreement, Lessor may terminate this Agreement by written notice to Lessee. Should Lessor be required to engage the services of an attorney to enforce any of its rights under this Agreement, Lessee shall be liable for all attorneys' fees and court costs incurred by Lessor.

**A. Agreement Termination.** Lessor reserves the right to terminate this Agreement at any time for violation, as well as reserve its right to not renew it at the anniversary for any reason.

**B. Fueling from Gas Cans.** Pursuant to Department of Army Corps of Engineers Regulations, fueling from gas cans is prohibited at berths. Lessee shall not allow any gas or fuel onto the dock/slip. Lessee understands and agrees that violating **any and all** regulations of the Army Corps of Engineers shall be deemed in a violation of this Agreement and said Agreement shall terminate immediately at the election of Lessor. Lessee shall not be entitled to the refund of any rent or other fees paid under this Agreement.

**C. Abandonment.** In the event Lessee vacates the boat for more than thirty (30) consecutive days without written notification to Lessor of such absence, Lessor reserves the right, in its sole and absolute discretion, to deem the dock/slip abandoned, and this Agreement shall immediately terminate.  
**If a boat is left unattended for more than six (6) months, this Agreement will be subject to termination.**

**D. Re-Lease of the Dock/Slip.** If the dock/slip is left unattended for more than one (1) year, it shall be deemed abandoned. Upon the determination of abandonment of the dock/slip, the Lessor may proceed to lease the dock/slip to another lessee free and clear of any obligation to the Lessee. This Agreement shall be terminated, and Lessor is not obligated to notify Lessee of such action or refund any unused portion of the Rent.

**E. Entry and Removal of Boat.** Lessor may enter upon the boat in order to tow and/or remove the boat from the dock/slip at which time said boat will be re-docked or stored at a location in Lessor's discretion, at Lessee's sole cost and expense.

**12. Indemnification and Hold Harmless.** Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, suits, actions, damages, causes of action, expenses, costs, orders, administrative rulings, judgments, releases of hazardous substances, including, without limitation to the discharge of fuel, chemicals, waste or other pollutants by boat into the surrounding waters and Big M Marina, and for any personal injury, loss of life or damage to property sustained in or about the dock/slips and property that arise in connection with the use or non-use of the boat, dock/slip or Big M Marina, whether caused by Lessee, Lessee's employees, family, agents, guests, contractors, and crew.

**13. Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

**14. Application of Law and Venue. IN THE EVENT ANY LAWSUIT IS FILED BY EITHER LESSOR OR LESSEE RELATING IN ANY WAY TO THIS AGREEMENT, THE CIRCUIT COURT AND/OR ASSOCIATE COURT OF BARRY COUNTY, MISSOURI SHALL HAVE EXCLUSIVE JURISDICTION AND VENUE OVER SAME. LESSOR AND LESSEE HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION WHICH ARISES FROM, OR IN ANY WAY RELATES TO, THIS AGREEMENT.**

**15. Complete Understanding.** This Agreement, including all attachments hereto, represents the complete understanding of the parties and supersedes all prior written or oral negotiations, representations, warranties, statements, or agreements between the parties. No inducements, representations, understandings, or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither party has any right to rely on any other prior or contemporaneous representations made by anyone concerning this Agreement.

**16. Security, Weather, and Flood Waters.** Lessor shall not be responsible or required to furnish security services for the dock/slip or boat. Lessee is expressly responsible for any and all security required by Lessor of its boat and the personal belongings thereon. Lessee understands that Lessor does not guarantee, warrant or assume Lessee's or any of Lessee's employees, family, agents, guests, contractors, and crew or visitors' personal security in, on or around the dock/slip and marina. Lessee agrees that Lessor shall not be liable for the actions of third persons in, on or around the dock/slip and marina. Lessee understands and agrees that it is not relying upon Lessor in any manner to protect or store the boat in inclement, foul, or dangerous weather, including flood or freezing waters. Lessee's boat is stored at the dock/slip at Lessee's sole risk.

**17. Assumption of Risk.** Lessee expressly acknowledges by the execution of this Agreement that he and/or she is aware that operating a boat around in and around other boats, persons, structures and deep waters is an inherently dangerous activity for which he and/or she assumes any and all risk. Lessee represents that he and/or she is fully knowledgeable of the dangers and hazards associated with the operation of a boat and that he and/or she hold a current and valid license to operate a boat. Lessee further represents and warrants that he and/or she has no known physical or mental impairment that may affect their safety or the safety of others while operating the boat, and he and/or she will not operate the boat under the influence of any narcotic, alcohol or other drug that may impair understanding or judgment.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this Agreement as of the date and year set forth below their respective signatures.

Lessee Signature\_\_\_\_\_

Date\_\_\_\_\_

Lessee Signature\_\_\_\_\_

Date\_\_\_\_\_

Lessor Signature\_\_\_\_\_

Date\_\_\_\_\_