

NORTHWOODS ASSOCIATION  
BOAT MOORING SLIP LEASE

I.

THE NORTHWOODS ASSOCIATION (hereinafter "Lessor") leases to \_\_\_\_\_ (hereinafter "Lessee") of Northwoods Lot No. \_\_\_\_\_, a boat slip in the common area of Northwoods identified as Boat Slip No. \_\_\_\_\_ for the period of time beginning January 1, \_\_\_\_\_, and ending on December 31, \_\_\_\_\_, or the life of the boat slip, whichever is less, upon signature of Lessor and Lessee and payment by Lessee of the original lease fee for the above noted rental period. The amount of this original boat dock lease fee is \$ \_\_\_\_\_ and is for a period of \_\_\_\_\_ years. Additionally, a maintenance fee of \$ \_\_\_\_\_ is due for the first year of the lease.

- a) The lease period set forth above shall be known and referred to as the original lease period.
- b) The Board of Directors of the NORTHWOODS ASSOCIATION shall have the sole and exclusive power and authority to determine if the useful life of the boat slip has terminated prior to the termination of the original lease period. The Board of Directors may declare the useful life of the slip terminated if it becomes a safety hazard, if it is partially or totally destroyed, by whatever cause, or for any other reason the Board of Directors in its exclusive judgment deems appropriate. Any unused portion of the lease fee will be returned on a prorated basis, based upon full years of the lease term not yet utilized, and with the Board of Directors having exclusive power to determine if the Lessee has enjoyed sufficient use of the year in which the useful life is deemed terminated. (Example: If the slip is destroyed in August, and the Board of Directors determines that there was sufficient use available during the summer prior to its destruction, the Board of Directors may determine that the Lessee shall receive no refund for the current calendar year).
- c) The Board of Directors may institute an annual maintenance fee as necessitated by the cost of maintenance required to the docks and slips. The Board of Directors maintains the right to increase or decrease such an annual maintenance fee as it deems necessary. During January of each year, Lessor shall notify Lessee in writing of the amount of such annual maintenance fee. Said fee will be due and payable together with the annual homeowners associations dues each year; and in the event of the Lessee's failure to pay said fee by that due date, Lessee may forfeit all rights under the original boat slip lease.

II.

Upon the expiration of the original lease period, the Lessee shall have the option to apply for a new lease during the month of December of the year prior to a new lease taking effect. Such application for a new lease shall contain the length of time the Lessee prefers for the next lease (1 year to 10 years) and be accompanied by a payment in the amount then established for the term selected. Such applications are to accompany the Lessee's annual payment of homeowners association dues. Approval of new leases may take place at any time after the due date for homeowners association dues, and the failure of a Lessee to timely pay such dues and request a new lease may result in the lease being granted to another member of the Northwoods Association.

III.

In the event a Lessee sells the Lessee's cabin, by contract or otherwise, the boat slip lease will be terminated and the boat slip shall be returned to the Northwoods Association. Any unused portion of the lease payment shall be returned to the Lessee under the same standards as used for a return of lease payment if the boat slip is destroyed, as set forth in Paragraph I above. The Northwoods Association shall then be assigned to the next member on the waiting list. By rule and regulation, the Board of Directors may set standards for the waiting list, which may include, but is not limited to, restricting the number of boat slips that can be assigned to a particular cabin so long as other members desire a boat slip.

IV.

It is understood and agreed that the slips and the docks to which the slips are attached are to be used only for boaters and boating. Swimming, fishing, fish cleaning, sun bathing, running, or any other form of play, is expressly prohibited on or from the docks and slips. Children and/or pets are allowed on the dock area and slips when accompanied by an adult, and/or for the purpose of going to and from the boats. While operating boats of any type within the boom system, speeds shall be such so as to avoid wakes being created.

V.

Lessee covenants that Lessee will keep the slip, and adjacent dock area, clean and free of debris at all times, and all boating equipment, boat mooring lines and other items shall not be stored or left on the docks or slip. Lessee further covenants that it will not use the slip or the adjacent dock for purposes of putting boats into the water or removing boats from the water. This restriction shall include boats of all types, including wave runners and jet skis.

VI.

Lessor agrees to maintain and repair the dock and boat slip against damage caused by normal wear and tear. Lessee shall repair all damage caused by other than normal wear and tear at Lessee's expense. If the slip has been damaged by causes other than normal wear and tear to the point where the Board of Directors determines that repairs are necessary, a notice, in writing, shall be sent to Lessee that repairs must be made. If repairs are not completed within (60) days from the date of the written notice, all Lessee's rights under this lease shall be forfeited and revert to Lessor.

VII.

Lessor shall not be considered a bailee, nor in any way be responsible or liable for damage to, or theft from or of, any boats or property of any type belonging to Lessee or any other persons or entities, nor shall Lessor be responsible or liable for any bodily injury or death to Lessee or any other parties, who shall use the docks or slips at their own risk. It is further agreed by Lessee that Lessor shall be held harmless for bodily injury or death or damage to person or property of others caused by Lessee, Lessee's family or guests. Lessee further understands that the water level of Swift Reservoir may fluctuate without warning, and Lessee is solely responsible for monitoring water levels as such levels may affect Lessee's watercraft.

VIII.

Lessor shall have the right to enact rules and regulations regarding the use and maintenance of the boat docks and boat mooring slips. Such rules and regulations may include, at the option of the Board of Directors, the following:

1. Standards of conduct while on or about the boat docks or within the boat slips.
2. Standards of conduct on the reservoir while within the boom system owned and maintained by the Northwoods Association.
3. Fines and other penalties for violations of this lease or the duly enacted rules and regulations.
4. Procedures for citing persons for said violations and for persons being cited to have a hearing by the Board of Directors or a panel of members appointed by the Board of Directors to act in conducting such hearings.
5. Such other rules and regulations as the Board of Directors shall deem appropriate in its sole and exclusive discretion to provide for the proper maintenance and repair of the boat docks and for the safety and well being of those using the dock facilities, the waters within the boom system, and the common properties of Northwoods.

All provisions of this lease, and the rules and regulations adopted by the Board of Directors, shall apply to the Lessee, Lessee's family and all other persons who at the invitation of Lessee are within the Northwoods area, including the boat slip, the boat docks, the common areas governed by the rules and regulations and this lease, and the waters within the boom system owned and maintained by the Northwoods Association. Fines or penalties imposed because of conduct of any such person are the responsibility of Lessee, and conduct of any such person may result in the termination of this lease.

IX.

Violation of any of the conditions or covenants set forth in this lease may because for cancellation of this lease by the Board of Directors. Procedures for termination shall be established by rule and regulation.

WHEREFORE, this agreement is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LESSOR:

LESSEE:

NORTHWOODS ASSOCIATION

\_\_\_\_\_

By: \_\_\_\_\_  
Northwoods Assoc. Board Member

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