

LOCH ERIN PROPERTY OWNERS ASSOCIATION DOCK SLIP 2023 AGREEMENT

(please sign and return last page)

RECITALS:

- A. Licensor is a property owner association whose purpose is to establish policies and regulations for furthering the use and enjoyment of Loch Erin Lake. Licensor maintains moorage facilities for privately owned boats.
- B. Licensee is a Loch Erin Property Owner Association member in good standing that desires to use dock space for the docking of a boat at Loch Erin Lake.
- C. Licensor and Licensee are relying upon the covenants, promises, conditions, and representations and warranties of each other and would not enter into this License Agreement but for such covenants, promises, conditions, representations and warranties.

NOW, THEREFORE, and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive license to use a dock space (the "Dock Space"), subject to all the terms and conditions of this Agreement and the rules and regulations of Loch Erin Park and the Loch Erin Property Owners Association, as such rules are amended from time to time. Licensor may reassign dock spaces to and between Licensee and other licensees, at its sole discretion, upon 10 days notice.
2. **License Purpose.** The Dock Space may be occupied and used by Licensee solely for watercraft docking and for incidental purposes related to such watercraft docking of the following watercraft and ONLY the watercraft approved by the secretary. No other watercraft or items, other than a single authorized watercraft, shall be docked, stored or left standing at or around the Dock Space or on property owned, maintained or controlled by Licensor. Further, off-season storage of boats, PWCs, their trailers, lifts and related recreational equipment by the licensee, in a Loch Erin Park, is prohibited. LEPOA docks will be pulled by October 15th. All watercraft, poles and lifts should be removed from the water by this date. Our dock removal company, at the owner's expense, will remove any poles left in the water after Oct. 15th. The owner is responsible and subject to a \$20.00 fee, per pole, and must contact the dock removal company and retrieve poles.
3. **Term of License.** The License term shall commence on the date hereof and shall continue until the earlier of (1) December 31, 2023; (2) the date the Loch Erin Property Owners Association determines is appropriate to remove the docks and Dock Spaces and/or the seasonal ceasing of dock usage; or (3) as provided in paragraph 7 of this agreement.
4. **License Fee.** Licensee shall pay Licensor for this License the sum of two hundred (**\$200.00**) dollars payable in advance or on the date of this Agreement. Docks **cannot** be refunded.
5. **Insurance.** Licensee agrees to secure and maintain during the term of this License Agreement a policy of complete marine insurance including property protection and indemnity liability with Licensor, its officers, directors, limits of not less than One Hundred Thousand (\$100,000) dollars per occurrence naming Licensor, its employees, and agents as additional named insured, with waiver of subrogation with respect to Licensor.
6. **Covenants by Licensee.** Licensee agrees as follows:
 - a. That at all times the Boat is or may be used or docked at the Dock Space it shall be used solely for pleasure by Licensee or their immediate family (accompanied by Licensee) and will not be used in any commercial activity or undertaking. Licensee shall not use the Dock Space for sunbathing or picnicking purposes.
 - b. Licensee will not store or leave any gear, equipment, materials or property of an nature on floats, landings or other of the Licensor other than the docking of ONE boat or watercraft per Dock Space leased
 - c. Licensee will comply with all applicable rules, regulations and instructions of Licensor and Loch Erin

Park, as may be amended from time to time, and any governmental authorities having jurisdiction thereof. A copy of the current LEPOA park and water rules are incorporated and attached as a part of this agreement.

d. Licensee agrees that at all times the Boat is docked at the Dock Space, it will be safely and properly secured in a manner acceptable to Licensor: to wit: The Boat shall not be tied off or attached in any manner to the dock. Licensee shall tie off and attach the Boat to properly and securely installed augers, such augers being the property of, and supplied by, the Licensee;

e. Licensee agrees and acknowledges that the Licensor has no duties or care with respect to the Boat and that his Agreement does not create a bailment. The use of the Dock Space, any surrounding docking facilities and the lake is solely and completely at the risk of the Licensee: Licensee further acknowledges that there is no lifeguard on duty, that swimming is at its own risk and the Licensee is solely responsible for the action of their children or children of guests;

f. Licensee agrees that any and all damage to the Dock Space or docks owned by the Licensor as a result of insufficient or improper mooring of the Boat, or otherwise resulting from the acts or omissions of Licensee or its guests, shall be the financial responsibility and liability of the Licensee; this includes damage to other craft as well;

g. Licensee shall not make any alterations, modifications, additions or repairs to the Dock Space or to any of the surrounding premises of the Licensor (with the exception of augers placed as specified in the Dock Space diagram sent to Licensee as indication of acceptance of this agreement by Licensor):

h. Licensee agrees not to discharge, or cause of suffering to be discharged, any trash, litter, sewage or other form of pollutant into the lake waters or on the surrounding property of Licensor:

i. Licensee agrees not to consume or store alcoholic beverages or use recreational drugs of any kind whatsoever on the Dock Space, on the lake waters or on the surrounding property of the Licensor:

j. Licensee agrees and acknowledges that no motor vehicle parking is allowed in the surrounding park area, except at designated parking areas, with a Loch Erin auto sticker fasten to automobile (designated parking area is that space between the parking area sign and the road):

k. Licensee agrees not to camp overnight or bring pets on the Dock Space or surrounding premises of the Licensor. Licensee further agrees and acknowledges that use of the Dock Space is from sunrise to sunset except for egress and ingress to the boat:

l. Licensee agrees to maintain the dock and/or any surrounding premises in an acceptable fashion so as to maintain the value of the property of the Licensor;

m. Licensee agrees and acknowledges that he/she has received and reviewed a copy of the Loch Erin Lake Map and current LEPOA Park and Water rules and regulations.

n. Licensee agrees that once a spot is leased and paid for there will be **no reimbursements** for dock spaces. If you no longer need the space you may contact the office but you forfeit your dock slip fee.

7. Termination. This Agreement may be terminated as follows:

a. If Licensee breaches any provision of this Agreement or otherwise fails to perform any of the terms, conditions and promises set forth in this Agreement Licensor, at its sole and unreviewable discretion and without waiving any other remedies it may have, may immediately terminate this Agreement on written notice to Licensee; and

b. If Licensor shall sell or otherwise dispose of all or a substantial part of the Dock Space, or other Loch Erin lake property, Licensor can terminate this Agreement by giving written notice to Licensee.

8. Indemnification. Licensee agrees to defend, indemnify, and hold harmless Licensor, its officers, directors, agents and employees free and harmless from any loss, liability, injury or damage suffered by Licensor and/or third parties, arising out of or caused by a breach of default by Licensee of any of the Licensee's obligations under this Agreement, including but not limited to attorneys' fees and costs of suit.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding the fact that either party is or may hereafter become domiciled in a different state. The parties consent to jurisdiction and venue in the appropriate courts of the County of Lenawee.

10. Waiver. A waiver of any breach or provision of this Licensing Agreement by any party shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power hereby granted to any party or allowed by law equity shall be cumulative and non-exclusive of any other.

11. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be deemed sufficiently forth below:

Licensor:
LEPOA
P. O. Box 302
Onsted, MI 49265-0302
Licensee:
At the address indicated below.

12. **Amendment of Agreement.** This Agreement may be amended or altered in any of its provisions or terminated only by the mutual agreement of the parties hereto.

13. **Assignment.** Licensee shall not assign this Agreement without the written consent of Licensor.

14. **Binding Effect.** This Agreement shall be binding on and ensure to the benefit of the parties and their respective legal representatives, successors and assigns. The parties agree to do and perform all acts necessary to carry out the interests and purpose of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other Agreements, negotiations and discussions, either oral or written

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement effective the day and year first above written.

LICENSOR
Loch Erin Property Owners Association

*****IMPORTANT*** Please sign and return Page 3. Slips are first come first serve based on the postal date stamped on the envelope. Please include three preferences below if nothing is put we do our best to put you as close to your house as possible. Do not put the same slip as last year. This will cause a delay and you might miss out on the slip you prefer. Please include a copy of your watercraft registration with this dock lease agreement**

Dock Slip Preferences - Ex. Galway Dock 4 Slip 2

#1

#2

#3

Email: _____

Address: _____

Phone # _____

Print Name: _____

Sign: _____