

**INDIAN LAKE PROPERTY OWNERS ASSOCIATION
(ILPOA)
DOCK/SLIP LEASE AGREEMENT**

LEASE:

This lease is made between Indian Lake Property Owners Association Inc (ILPOA) of Cuba, Missouri herein called the Lessor, and the following Association Member in good standing in accordance with the ILPOA By-Laws herein called the Lessee:

Name: _____
Mailing Address: _____
Lot Number/Address at Indian Hills: _____ / _____
Daytime Phone Number: _____
Email: _____
Boat(s) to use Dock/Slip: _____

(THIS PART TO BE COMPLETED BY LESSOR)

Lessee hereby offers to lease from the Lessor the following Association Dock/Slip:

Cove Location: _____ Dock/Slip Number: _____

located in the subdivision of Indian Hills, County of Crawford in the State of Missouri, with the address of the Lessor as follows:

Indian Lake Property Owners Association
17 Indian Hills Drive
Cuba, MO 65453
Office Telephone at (573) 885-3630

TERMS and CONDITIONS:

Lessee agrees to the following Terms and Conditions:

1. TERM and RENT.

Lessor demises the above Dock/Slip for a term of one (1) year, commencing on April 1 of 2021 and terminating on March 31 of 2022 as provided herein at an annual lease payment of \$400.00 payable in full upon receipt of this signed Lease Agreement. No renewal rights exist in this lease. **Lessee must be a Member in Good Standing at the time of execution of this agreement.** Under no circumstances will payment be returned or applied to the next Boat Dock Lottery, once signed agreements and payments have been received/deposited. 2021 Dues and any fees must be paid in full at the time of execution of this agreement. Lessee must purchase their ILPOA Watercraft Sticker by the time member executes this lease agreement. **Failure to purchase a current watercraft sticker may result in losing their assigned leased dock. Any member who submits their application after the stated due date or the day of the dock lottery member will only be able to make their selection after all qualified member's selections are selected. If there are more than one late submission than their selections will be made in the order they were received.**

2. USE of DOCK/SLIP.

Lessee shall use and occupy the Dock/Slip for the sole purpose of Boat Docking of his personal boat. The Dock/Slip shall be used for no other purposes and sub-leasing or transferring of the Dock/Slip to another Association Member shall be cause for termination of the Lease Agreement. Lessor represents that the Dock/Slip may be lawfully used for the specific purpose of docking boats. **Lessor also requires that a Marine approved "Bungee" type dock rope to be used to "tie off" Lessee's boat.**

3. CARE and MAINTENANCE of DOCK/SLIP.

Lessor shall maintain the Dock/Slip at no cost to the Lessee. No maintenance, repair or alteration to the Dock/Slip shall be made by the Lessee. Lessee shall notify the Lessor of any defects or repairs that need to be made and allow the Lessor a minimum of fourteen (14) calendar days to make the necessary repairs. No rent abatement is available unless the Dock/Slip is unusable due to disrepair for more than thirty (30) consecutive days.

4. ASSIGNMENT, SUBLETTING or TRANSFER.

Lessee shall not assign this lease, sublet or transfer this lease. Any such assignment, subletting or transfer shall terminate this lease and the Lessee will not receive any monies back from the Lessor for any unused portion of the Lease period. If an Association Member sells their boat or for whatever reason no longer desires the Dock/Slip then the Dock/Slip is returned to the Association and the Board of Directors shall determine the use of the Dock/Slip for the balance of the lease period. If an Association Member sells their property at Indian Hills this lease is transferable to the new Association Member who has purchased that property. If for whatever reason there is a period of low water in the lake the Lessee shall not be entitled to any refund of the lease regardless of the period of low water.

5. ENTRY and INSPECTION.

Lessee shall permit Lessor or Lessor's agents to enter the Dock/Slip at all times to inspect the dock area. If any boat is found to be leaking fuel, taking on significant water endangering the boat to sink it must be removed by owner until proper repairs are completed.

6. PARKING.

During the term of this lease, Lessee shall park their vehicles in the common parking areas at the Cove/Boat Dock location and obey any "No Parking" signs designating non parking areas. Leasing of the Dock/Slip does not entitle the Lessee to any type of special parking privileges not afforded to any other Association Member.

7. INDEMNIFICATION of LESSOR.

To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, to the boat, or to any property, occurring on the demised Dock/Slip or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs and attorneys' fees which Lessor may incur in defending said claim.

8. INSURANCE.

Lessee, at their expense, shall maintain watercraft and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimal coverage. If the leased Dock/Slip or any other portion of the Association Dock is damaged by fire or other casualty resulting from an act of negligence of Lessee or any of Lessee's agents, employees or guests, the lease shall not be abated while such damages are under repair, and Lessee shall be responsible for the costs of any repairs not covered by Lessee's insurance or ILPOA insurance. **At the time of executing the DOCK/SLIP LEASE AGREEMENT Lessee must provide proof of coverage outlined above.**

9. LESSOR'S REMEDIES and DEFAULT.

If the Lessee defaults in the performance of any the above conditions hereof, Lessor shall give Lessee notice of such default and if Lessee does not cure any such default within ten (10) calendar days of such written notification the Lessor may terminate this lease at that time. On the date specified in such written notice to the Lessee the terms of this lease shall terminate and the Lessee shall quit and surrender the Dock/Slip to the Lessor without extinguishing liability. If this lease shall have been so terminated by Lessor, the Lessor shall at any time thereafter resume possession of the Dock/Slip by any lawful means and remove Lessee's boat from such

Dock/Slip and place it in an Association Day Use Dock/Slip and begin to charge a \$25.00 per day Dock/Slip fee until the Lessee removes their watercraft from such Dock/Slip.

10. ATTORNEY'S FEES.

In any suit brought for any sum due hereunder, or because of any act which may arise out of the possession of the Dock/Slip, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

11. WAIVER.

No failure of Lessor to enforce any term hereof shall be deemed to be a wavier of any provision of this lease.

12. NOTICES.

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the Lessee at their mailing address, or Lessor at the address specified above as part of this lease. Lessee must give Lessor notice if any unauthorized boat is docked in their Dock/Slip and Lessor shall have seven (7) days to seek removal of such boat.

13. ENTIRE AGREEMENT.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing of both parties. Lessee shall abide by all Indian Lake Property Owners Association Rules and Regulations including SECTION 2, BOATS; Paragraph D, Boat/Trailer Parking at Association Docks and Launching Areas, Item 5, Day Use Docks and Item 6, Lease of Association Docks. The following exhibit has been made a part of this lease before the parties' execution hereof:

Signed this _____ of the Month of _____ in the Year of _____ .

LESSOR: Indian Lake Property Owners Association

By: _____
President of ILPOA

LESSEE: _____

Exhibit:
Procedures in the Use of Leased Association Boat Dock Slips.

Revised February 4, 2021