

PRIVATE BOATSLIP PRIVILEGE ACQUISITION AGREEMENT

HARBOUR POINT COMMUNITY ASSOCIATION, INC.

Private Boatslip Privilege Fee: **\$45,000**

Boat Slip Number: _____

In consideration of acquiring a private boatslip privilege or an interest therein (hereinafter, "Private Boatslip Privilege") at the Harbour Point Marina ("Marina") in accordance with the Policies for Acquisition and Transfer of Private Boatslip Privileges ("Policies") promulgated by the Harbour Point Community Association, Inc. ("Association"), the undersigned (collectively, "User") hereby acknowledges and agrees as follows:

1. **Insurance and Liability.** User hereby agrees to maintain in force at all times liability insurance covering the boats and/or watercrafts at any time moored at the Marina by, on behalf of, or at the direction of, User and covering the use of the Marina facilities by User and User's employees, crew, family, agents, invitees and guests. Such insurance shall be in the amount not less than \$500,000.00. User shall provide evidence of such insurance to the Association prior to occupancy of the boatslip associated with User's Private Boatslip Privilege. Such insurance shall name the Association and Lanier Joint Venture ("LJV"), and its partners, as additional insureds. User shall be liable for all damages to the boatslip associated with User's Private Boatslip Privilege, to the other facilities at the Marina, and to other boats or vessels or persons on or about the Marina premises, caused by User, by boats and/or watercrafts used or owned by, on behalf of, or at the direction of, user, and the User's employees, crew, family, agents, invitees and guests.
2. **Liens and Additional Liability.** In addition to any other rights and/or remedies the Association may have, the Association shall have a lien against any boats and/or watercrafts at any time moored at the Marina by, on behalf of, or at the direction of, User, and against any such vessels' appurtenances and contents, for unpaid sums due at any time from the User to the Association. User shall additionally be liable for all costs and expenses, including, without limitation, any attorney's fees and court costs, incurred by any third party, including, without limitation, the Association, in the enforcement of any provisions of this instrument.
3. **Indemnity.** User hereby agrees to indemnify, save and hold harmless the Association, LJV, its partners and affiliates, and the officers, directors, committees, members, shareholders, employees, agents, successors and assigns of any of the foregoing (collectively, "Benefited Parties"), from and against any and all claims, demands, and suits for damages or injury to persons, property or otherwise which might be brought against any of the Benefitted Parties as a result of, arising out of, or in any way connected with (i) the storage, operation, or presence of boats and/or watercrafts in or around the boatslip associated with User's Private Boatslip Privilege and the Marina in general by, on behalf of, or at the direction of, User and (ii) the use of User's Private Boatslip Privilege and the facilities of the Marina by User and User's employees, crew, family, agents, invitees and guests. In addition, User hereby releases the Benefitted Parties from any and all liability for damages or injury of whatever nature to User and User's employees, crew, family, agents, invitees and guests, to boats and/or watercrafts used or owned by, on behalf of, or at the direction of, User, and to equipment and other

gear or property belonging to or in the custody of User or User's employees, crew, family, agents, invitees and guests.

4. **Warranty**. The Association functions solely in an administrative capacity in managing Private Boatslip Privileges within the Marina. The Association has relied on the boatslip records given to it by LJV and not conducted a title or ownership search on behalf of any User. The Association hereby makes no representations or warranties of any kind with regard to any encumbrance that may affect the free and clear title to a boatslip. User hereby acknowledges that no such representations or warranties have been made by the Association and, if concerned about the foregoing, User agrees to have his or her own attorney certify that no encumbrance exists on a boatslip and that the boatslip is owned by the prior User free and clear of all encumbrances.
5. **Acknowledgment of Conditions of Use**. User acknowledges that occupancy and use of Private Boatslip Privileges, boatslips associated with Private Boatslip Privileges, and the Marina are subject to the Policies promulgated by the Association. User acknowledges that User has received and read a copy of the Policies, consents to the terms thereof and hereby agrees to be bound by and to comply with the terms thereof. User understands that the rules and regulations governing the use of the boatslips and the Marina, the use charges payable for various privileges or services, and any assessments payable to the Association are subject to change from time to time. The Policies also are subject to change from time to time in accordance with the terms of the Policies.
6. **Non-Bailment**. User hereby acknowledges and agrees that this instrument and Private Boatslip Privileges are not intended to be, and shall not be deemed to be, a bailment.
7. **Vacating upon Termination**. Upon any type of termination or resignation of User's Private Boatslip Privilege, User shall promptly vacate the applicable boatslip and remove therefrom and from the Marina any and all boats and/or watercrafts and any and all other property belonging to User and User's employees, crew, family, agents, invitees and guests. If User fails to do so within ten (10) days after written notice to do so from the Association, the Association shall have the right to remove all such property, including, without limitation, any and all boats and/or watercrafts, from the applicable boatslip and from the Marina, without liability for any damage incurred as a result of such removal. User shall cause the boatslip associated with the User's Private Boatslip Privilege to be in the same condition as when the User took possession of such boatslip.
8. **No Assignment or Sub-Occupancy**. Private Boatslip Privileges, boatslips associated with Private Boatslip Privileges, and this instrument may not be assigned, sold, pledged, hypothecated, or otherwise transferred or encumbered, except in accordance with the Policies, an any such action or attempted action by, on behalf of, or at the direction of, User shall terminate User's Private Boatslip Privilege without further notice. In addition, User shall not allow the boatslip associated with User's Private Boatslip Privilege to be used by any other party, except as may be permitted under the Policies.

[Signatures begin on next page]

Boat Slip Privilege User

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Date: _____

Harbour Point Community Association, Inc.

Print Name: _____

Title: President

Signature: _____

Date: _____