

Watson's Resort Buoy Moorage Agreement

Please read this agreement in its entirety. If Tenant has any questions about this agreement, please contact the Manager of Watson's Harverene Resort Inc.

If TENANT wishes to have more than one type of moorage or more than one moorage space, please make copies of this agreement and provide to OWNER each item and type of moorage you choose to have. Forms may be found on the Watson's Resort web page at www.watsonresort.com then click "Resort", then click "Forms", then click the form you need.

This agreement is made and entered into by and between Watson's Harverene Resort Inc., hereafter referred to as "OWNER" and _____, hereafter referred to as "TENANT".

Whereas the OWNER operates a resort facility on Lake Chelan, Chelan County, Washington, said facility including moorage space, and whereas TENANT desires to lease said moorage space from OWNER for his/her private use as a boat or PWC moorage facility, now, therefore, the parties do hereby agree to the following:

RENT: OWNER does hereby lease to TENANT the boat or PWC buoy space known as "Space # _____" for TENANTS use as a private boat or PWC moorage facility.

Tenant shall pay a moorage fee to OWNER at a rate of \$ _____ (summer season) or \$ _____ (year round) which is payable in full on or before July 1st of each season. Payment is due on July 1st and shall be considered late if not received at the office of Watson's Resort by 5:00PM on July 10th of each season. TENANT understands and agrees that a late fee of five percent (5%) per month of any unpaid balance will be charged after July 10th of each season and every month thereafter on the first day of each month until payment in full is received. Said late fee will be charged to TENANT whether or not a statement is sent out to the TENANT by OWNER. OWNER does not send statement for payment. It is the TENANTS responsibility to make payments on time.

DEPOSIT: TENANT shall pay a non-refundable deposit of \$75 to OWNER at the time of signing this agreement in order to guarantee a moorage space. This deposit shall be applied towards the moorage rent which is due by no later than July 1st of each season. There shall be no refunds on this deposit should TENANT cancel and not need the moorage space. Cancellation of moorage does not constitute the right for the TENANT to not be obligated to pay for the moorage space unless said moorage space is rented to another TENANT for the full rate and amount.

TERMS: The rental payment described above allows the TENANT to moor his/her boat or PWC at the allocated space between May 1st of each year (or once water level is high enough to safely moor ones boat or PWC after May 1st) and October 1st of each year (so long as water level is high enough to safely moor ones boat or PWC up until October 1st). Any exceptions to this rule must be approved by OWNER. Rates are based on what OWNER feels is the length of time a boat or PWC may (on average) be moored. Each year may differ depending on weather conditions, mountain snow pack, temps., etc. which are beyond the control of OWNER. Chelan County PUD is responsible for the water level of Lake Chelan. Longer use of a buoy may result in additional fees. Yearly buoy moorage may moor their boat year round.

TENANT may only moor one item or vessel (boat and/or PWC) per buoy.

ANCHORAGE FOR BUOY MOORAGE: It is signed and agreed to that the TENANT is renting the space only. TENANT shall be responsible for their own anchor, chain, buoy and ropes. TENANT is the owner of the anchor, chain, buoy and ropes that secure the boat or PWC. OWNER owns the land in which the anchor sits only. OWNER is renting the space in which the anchor sits, not the anchor, chain, buoy or rope. TENANT shall mark their buoy with their name and keep this mark clearly visible every year.

CANCELLATION OR NON-RENEWAL OF AGREEMENT: If TENANT wishes to cancel the agreement or not renew the agreement, TENANT must either find a buyer for their anchor, chain, buoy and ropes which will take over the agreement or they must remove the anchor, chain, buoy and ropes so that space may be rented to another TENANT.

MOORAGE SPACE USAGE: Subletting or sub-renting of said space is not allowed be it for cash, trade or any other means of payment. TENANT may with the authorization from OWNER, offer their space to another TENANT for use so long as there is no monetary exchange for such use or, so long as TENANT notifies OWNER to get authorization for such use and the duration of such use. TENANT shall not offer the use of his/her buoy to anyone who is not a TENANT of Watson's Resort unless special permission is granted to TENANT by OWNER.

BOAT USAGE: Watson's Resort has a quiet time established beginning at 10PM each night and lasting until 8AM each morning. The time of operation of a vessel shall be between 8AM and 10PM. The only exception to this rule, unless special permission is granted by OWNER to TENANT, shall be on the evening of July 4th if viewing fireworks on the lake. If an exception is made for boat use between the hours of 10Pm

and 8AM, TENANT and TENANTS guest must be quiet at all times. This includes leaving from the buoy/dock and returning to the buoy/dock.

All TENANTS are to abide by all laws while leaving the buoy/dock and shoreline and when returning to the buoy/dock and shoreline. If a TENANT has a loud boat, you must idle your boat away from the dock and shoreline as to not create excess noise to others.

Moorage TENANTS shall not use his/her boat or PWC for overnight sleeping. OWNER is renting space for moorage only, not as a sleeping location on the lake. This applies to all TENANTS.

TENANTS may use their boat while tied but TENANT is not to use the boat while tied and create unreasonable noise to other resort tenants such as with music or other such devices. Please be respectful of other TENANTS.

RULES AND REGULATIONS: TENANT agrees to obey all local, county, state and federal regulations as well as OWNERS rules and regulations regarding the use and safe operation of boats on Lake Chelan and such regulations shall be considered incorporated into this agreement. TENANT is to leave and arrive at the moorage facility, marina and shoreline and arrive to the buoy or docking areas in a safe, slow, **quiet** and orderly way. Water skiing from any moorage facility, dock, shoreline, raft or boat is not allowed in close proximity to the shoreline. Slow speeds (no wake) is the rule from shoreline out 100 yards. Chelan County and Washington State Law regulating the age required to operate a boat or PWC must be adhered to. All resort rules shall also be incorporated into this agreement if they apply.

LIABILITY AND INSURANCE: It is the responsibility of the TENANT to have insurance to cover the vessel should the vessel break loose and become damaged though this is not required. It is the TENANTS responsibility to have any liability insurance to cover any damage that may be caused to another tenants vessel or any other property. If damage is caused by TENANT, regardless of their insurance coverage, TENANT shall be responsible and liable. TENANT is responsible for their boat or PWC and the use thereof as well as liable for any damages caused by TENANTS boat or PWC to any person, resort property or any other persons personal property. This includes any tenant guest or family member who may be using the boat or PWC. OWNER shall **not** be liable for any damage or injuries caused by improper use of the moorage facility or the failure of the TENANTS Anchorage devices (ropes, chains, anchor, buoy, etc.). The TENANT agrees to indemnify and hold the OWNER, its employees, management, stockholders) harmless from any and all liability resulting out of the TENANTS use of the resort and/or moorage facilities.

OWNER shall not be responsible or liable for damage to TENANTS boat or to OWNERS property in the event of wind, storms, snow, rain or any other act of God. TENANT shall carry their own insurance policy for their PWC or boat and personal property if so desired.

WAIVER OF RESPONSIBILITY: All persons using or visiting the facilities do so at their own risk. The OWNER, its Board of Directors, Management, agents and employees will not be held liable or responsible in any manner for the safekeeping of any vessel or for any personal injuries suffered by any user.

WAVE ACTION: Vessel owners and operators are solely responsible for properly and adequately securing and fending their vessels to minimize the risk of damage to their own vessel, other vessels and docks.

WASTE DISPOSAL: Disposal of waste and/or sewage shall only be done at properly regulated facilities in accordance with county, state and federal rules and regulations. There are sewage pump out facilities located at Mill Bay, Manson Bay, Chelan and Stehekin. Port-a-potties may be emptied in the chemical toilet located on the West side of the resorts swimming pool next to the boat launch. TENANT is responsible for all clean up of chemical toilet spills should they occur while being used.

No dumping of any material, whether liquid or solid, into the lake or onto the ground. Put trash into provided trash dumpsters. If dumpsters are full or not available, TENANT shall take such materials home with them to properly dispose of.

BULGE AND BULGE PUMPS: If a TENANTS bulge is contaminated with oil or fuel waist, please do not allow bulge pumps to dispose of such items into the waters of Lake Chelan. The use of a bulge sock may be required and may be required to be changed each season or more often if needed. You may use special oil absorbent pads which can be placed into your bulge to capture the oil or fuel before pumping into the lake. It is recommended not to use detergents or anti-grease products which would be pumped into the lake unless they are made for such uses.

FIRE EXTINGUISHER: All TENANTS shall have a fire extinguisher in their boat at all times and said device is to be checked and operational every year. Fire extinguishers should be visible in the event of a fire and TENANT is not around. TENANT agrees to make their fire extinguisher available in the event another TENANTS vessel is on fire.

BEACH: Boats and PWC's are not to be used, stored or moored within the resort swimming areas or on resort beaches or any other shoreline except where allowed. This

includes all shoreline property owned by Watson's Resort unless in the event of an emergency. In the event of an emergency, OWNER must be notified.

AUTOMOBILES AND OTHER ITEMS: Moorage TENANTS understand and agree that they are renting a space to moor their boat or PWC. This does not give a TENANT any rights to park vehicles (cars, trucks, golf carts, etc.) on resort waterfront or lawn areas. This applies to both non-resort tenants as well as resort tenants.

MOORAGE NOT COMBINED WITH UNIT: This agreement is an agreement in and of itself and is not combined with or tied to any other agreement by and with the OWNER. If TENANT sells their personal resort unit, this moorage agreement is not transferable unless permission to do so is obtained from the OWNER to the TENANT prior to said sale or transfer of ones resort unit.

SIGNAGE: TENANTS are to place their name on their buoy(s). Guests of OWNER will not know a moorage space or buoy is leased unless a name is on it. OWNER is not responsible for other people parking in a TENANTS space. If a TENANT does not have a name on the buoy, please do not expect OWNER and/or business employees to assist in locating who moored on your buoy.

ALTERATIONS OF DOCKS: TENANT may not add cleats, eye bolts, bumpers, storage containers or other similar items to any resort docks unless permission by OWNER is first obtained.

Carpet and other similar items are not allowed as they cause damage to the dock materials and cause wood rot sooner than they would not having such materials.

USE OF DOCKS AND MOORAGE FACILITIES: TENANT and guests of TENANT shall wear shoes whenever using any of the docks. TENANT'S personal belongings are not to be left, kept or stored on any of the docks. Pull toys, floats, paddle boards, etc. are to be stored in TENANTS boat for at TENANTS unit or home.

BOAT LAUNCH: OWNER offers free of charge, when water level is high enough, a boat launch for loading and off loading your boat or PWC from its trailer. TENANT shall use boat launch but shall not damage boat launch when loading and off loading his/her boat or PWC. If your boat or PWC is too large or you do not have a vehicle that is properly capable of pulling your boat or PWC out of the lake, please use the boat launch at the Lake Chelan State Park. TENANT shall be billed for any damage rendering boat launch useless or in need of repair. TENANT shall not power their boat or PWC up onto

their trailer as this may cause damage and leaves the launch unable to be used by other tenants and guests.

COMPLAINTS: If a TENANT has any type of complaint, they are to address the complaint to the OWNER (Management) rather than with an employee. If a TENANT has a problem with another tenant, it is best to try to respectfully work out the problem. If this is unable to be done, it is best to address the problem with the OWNER in writing and the OWNER will try to rectify the problem.

LAKE LEVEL: TENANTS are encouraged to keep track of the lakes water level on the Chelan County PUD web site as the OWNER can not keep track of individual moorage water depths for each TENANT'S boat or PWC. If a TENANT has an issue with the water level of the lake, TENANT is encouraged to contact the Chelan County PUD and state their concerns and issues with them as the OWNER does not have anything to do with the lakes water level.

PETS: All rules pertaining to pets at Watson's Resort are to be followed and a signed pet agreement from TENANT shall be on hand at the resort office whether the TENANT is a resort tenant or a non-resort tenant.

Pets are only allowed on docks if they are going out in a TENANTS boat where they are to be walked out onto the dock and leashed at all times. Pets must be on a leash at all times within the resort unless the pet is at the TENANTS own unit on on the TENANTS boat.

When taking a pet on the boat, TENANT is to proceed straight to the dock and boat where the pet will be placed into the TENANTS boat. All smaller pets are to be carried across the lawn area to the dock and carried on the dock if possible. TENANT must properly pick up and dispose of any messes created by their pet and properly dispose of the messes. Having a pet on resort property is a privilege which can be taken away.

SMOKING: Smoking is not permitted on the docks. Smoking is permitted in vessels so long as it is done in a safe manor and does not bother neighboring boat owners.

ALCOHOL: Consumption of alcohol is subject to all applicable county, state and federal laws. Please don't over drink and operate a watercraft. Public drunkenness is not permitted within the resort. OWNERS are at all times responsible for their actions as well as the actions of their family members and guests.

FIREARMS: The use of firearms, air guns, fireworks, flares and other such devices are prohibited anywhere within the resort or waterfront. OWNER does allow firearms so long as they are used only in the event of an emergency and are carried openly unless TENANT has an up to date concealed firearms permit.

SWIMMING: Swimming is only allowed in designated swimming areas. Swimming is not allowed in marina or any other location where boats and other watercraft operate. Diving off piling is never allowed.

FISH CLEANING: TENANT is not to clean fish and place items from cleaning in any of the resort dumpsters unless the remains are placed into a sealed type device so that it will not attract flies or create a smell.

NON-RESORT TENANT

This section only applied to moorage tenants who are not tenants of Watson's Harverene Resort Inc (Lease cabin and mobile/trailer tenants).

RATES: Moorage TENANTS who are not cabin or mobile/trailer tenants of Watson's Resort shall be an additional 10% rate increase over the regular established yearly rate.

YEARLY AGREEMENT: It is agreed to and understood that this is a yearly agreement and priority is always given to cabin and mobile/trailer tenants for moorage. Any moorage spaces that are open and that are not rented by our own lease cabin mobile/trailer tenants shall be rented to outside moorage TENANTS on a year by year bases only.

AUTOMOBILES: Outside Moorage TENANTS may park their vehicle at the waterfront for loading and unloading only. Thereafter TENANTS must park their vehicles in a designated overflow parking area. Outside moorage TENANTS are allowed only one car per moorage space unless special permission for extra vehicles is granted by OWNER and only during times when parking areas are not full and have plenty of room for other parked cars.

USE OF RESORT FACILITIES: Outside Moorage TENANTS are paying a fee to moor their vessel on a year by year bases and based on availability. Nothing contained in this agreement shall entitle Outside Moorage TENANT the right to use any other resort facilities such as the swimming pool, hot tub, lawns and beaches, etc. TENANT is paying for moorage, not the use of resort facilities unless special permission is granted by OWNER to TENANT.

GARBAGE: Small amounts of garbage may be placed in resort dumpsters. If an Outside Moorage TENANT has larger amounts of garbage, they are to take these amounts home with them or deposited elsewhere at their own expense and in a legal way. Example: If TENANT goes camping up lake and packs out a large amount of garbage, this should be hauled away rather than placed in resort dumpsters.

PETS: If an Outside Moorage TENANT has a pet, TENANT must adhere to all rules pertaining to pets and having pets on the resort grounds. TENANTS must obtain, fill out and return to the office, a pet agreement form. These forms may be found on the Watson's Resort web page at www.watsonsresort.com .

GUESTS: Guests of Outside Moorage TENANTS shall sign in at the resort office guest sign in sheet upon arrival. This is required in the event on an emergency.

DAY USE DOCK MOORAGE: For those TENANTS who moor their boat on buoys, TENANT may bring their boat to the outside of the large breakwater floating dock to load and unload their personal belongings into and out of their boat. TENANTS shall not use day use moorage except for loading and unloading their personal belongings, family members and guests and for no longer than one hour unless special arrangements for longer stays are arranged with OWNER.

OVERNIGHT SLEEPING: Sleeping in ones boat is not allowed at Watson's Resort whether the boat is moored on a dock, buoy or in the day use area.

NOTES OR ADDITIONS TO AGREEMENT:

TENANTS SIGNATURE _____

DATE _____

OWNERS SIGNATURE _____

DATE _____

Please fill out sign and return lease agreement in its entirety to:

**Watson's Harverene Resort Inc.
7750 S. Lakeshore Rd. #2
Chelan, WA. 98816**

Tenants Printed Name: _____

Cabin or Mobile/trailer space number: _____

Tenants Address _____

Tenants Phone Number: _____

Tenants email address: _____

Length of boat _____ **ft.** **Type of boat** _____

TYPE OF MOORAGE: Please indicate below the type of moorage you wish to have.

Watson's Resort Tenant moorage

-]- Resort Tenant buoy moorage (boat).**
-]- Resort Tenant buoy PWC moorage (Jet ski)**
-]- Non-resort Tenant buoy moorage.**
-]- Non-resort Tenant buoy PWC moorage (jet ski).**

Please describe item being moored: _____

Tenants Signature: _____

Date signed: _____