

BOAT SLIP LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into, as of May 1, 2018, by and between the Timbrshor Homeowners Association (hereinafter referred to as the "HOA" or "Lessor") and the HOA member in good standing as specified below (hereinafter referred to as the "Member" or "Lessee").

1. Term – The term of this Lease shall be from May 1, 2018 through April 30, 2019 (hereinafter referred to as the "Term").

2. Rent – The rental fee for the Term is \$500.00, and shall be paid by the Lessee, «Lessee», to the Lessor on or before May 15, 2018.

3. Boat Slip – The Lessor hereby leases to the Lessee the boat slip commonly known as Berth «SlipNumber», (hereinafter referred to as the "Boat Slip"), which is located within the breakwaters of the HOA's property.

4. Exclusive Use – The Boat Slip is for the exclusive use of the Lessee and Lessee's immediate family. Guests of the Lessee are permitted to use the Boat Slip on an occasional basis. Tenants of the Lessee are also permitted to use the Boat Slip for the period that they are occupying the Lessee's unit. The Lessee, however, is responsible for ensuring that the aforementioned permitted users comply with the terms of this Lease.

5. Assessments – In addition to the aforementioned rent, the Lessee shall also be responsible for paying dock assessments (hereinafter referred to as "Assessments") to the HOA. Such Assessments shall be periodically determined by the Board of Directors of the HOA (hereinafter referred to as the "BOD"). Assessments will be primarily based on the BOD's determination of the financial amount that is necessary to properly maintain and operate, on a not for profit basis, the dock facilities. Such Assessments shall be pro-rated in the event that the Lessee was not the lessee for the full period at issue in the assessment.

6. Sub-leasing – Upon approval of the BOD, the Lessee may sub-lease the Boat Slip to another HOA member in Good Standing (as defined below) at current rates and according to that other member's position on the slip waiting list (hereinafter referred to as the "SWL") maintained by the Dock Committee of the HOA. Lessee's who do not plan to use their boat slips for periods of time are encouraged to inform the Dock Committee of same. The Committee may be able to help arrange for the lease of the slip to another HOA member for the vacancy period. Lessee may collect rent at a prorated rate. If necessary, rents can be collected by the Committee and returned to the Lessee.

7. Assignment – Upon termination of HOA membership through the sale or transfer of the Member's unit, and at the Member's direction, this Lease will be automatically transferred to the new unit owner for the remaining Term of the Lease. Also, at the Member's direction, the new owner will be entitled to receive the same treatment and consideration vis-à-vis renewal of this Lease that was previously afforded to the Member. Only one slip lease may be transferred per household.

8. Limitations of HOA Liability - The Lessee acknowledges that he has inspected the Boat Slip and satisfied himself that the Boat Slip is adequate for the safe mooring of his boat.

This Lease is not a bailment of the Lessee's boat. The Lessee is solely and exclusively responsible for caring for his boat. The Lessor shall have no responsibility for tending mooring lines or moving the boat from the Boat Slip in the event of rough waters or storms. The Lessor and its officers and directors shall have no liability for any matter pertaining to this Lease, except for damage that is solely and directly caused by Lessor's gross negligence or willful misconduct

9. Care and Indemnification – The Lessee covenants to exercise due care in using the Boat Slip and to vacate the same in good condition, reasonable wear and tear expected. The Lessee hereby agrees to hold the HOA and its officers and directors harmless and to indemnify the same against any and all claims, actions, proceeding, damages, and liabilities, including attorneys' fees and court costs, arising from or connected in any way with the Lessee's lease and/or use of the Boat Slip.

10. No Commercial Use – The Lessee shall use the Boat Slip for pleasure and recreation use only. No commercial activity of any kind shall be undertaken from the Boat Slip, breakwater, or nearby area.

11. No Residence – The boat berthed in the Boat Slip shall not be used as a residence.

12. Toilet Facilities – Toilet facilities on the boat, unless self-contained, shall not be used while in the Boat Slip. No dumping of refuse is permitted within Flathead Lake. A pumpout station is located nearby at Finley Point State Park.

13. Mooring of Boat – The Lessee shall insure that the boat is safely moored in the Boat Slip, with lines adequate for weather conditions. In the interest of safety and preservation of property, the Lessor may require that the Lessee install a boat lift. If, at any time, the boat is not deemed adequately secured and appears to be a threat to any person or property, the Lessor may, after giving notice (except in any case of imminent danger, etc.) rectify the matter. The Lessor shall have no liability for any damage to the boat in any such case, and all costs incurred by the Lessor shall be paid by the Lessee within 30 days of Lessor's bill.

14. Modification to Berth – Without the express written approval of the BOD, the Lessee shall make no modifications or additions to the Boat Slip, breakwater or areas near the slip except for normal repair and maintenance. Boat Slip canopies are not permitted.

15. Maintenance – Only ordinary light boat maintenance shall be permitted in the Boat Slip. Spray painting, welding and burning are strictly prohibited in the Boat Slip.

16. Waiver of Terms and Conditions – No failure of the HOA to enforce any of the terms and conditions herein is or shall be considered to be a waiver of such terms or conditions in the absence of an express written waiver from the Lessor.

17. Renewal – Provided that the Lessee has complied with the terms of this Lease and is a member in Good Standing of the HOA, the Member shall be allowed to renew this lease on a year-to-year basis at then current rental terms.

18. Good Standing – The Lessee shall not be an HOA member in good standing if he violates any of the terms and conditions of this Lease, or any of the HOA's other general rules and conditions, including, but not limited to, (1) the timely payment of all HOA dues and fees,

including all septic fees, charges and assessments and (2) compliance with the HOA's rule which precludes significant construction work from occurring during the summer months without written approval from the BOD. In the event that any such violation occurs and the Lessee fails to correct such violation within ten (10) days after receiving written notice thereof from the Lessor, this Lease shall automatically terminate and the Lessee shall immediately remove his boat from the Boat Slip. If the Lessee fails to promptly remove his boat following any such termination, then the Lessor shall have the right to cause the Lessee's boat to be removed without incurring any liability whatsoever, and to charge the Lessee for any costs associated with such removal. In the event that the Lessor incurs any legal fees or other costs to enforce the terms of this Lease against the Lessee, the Lessee shall reimburse the Lessor for such fees and costs.

19. Entire Agreement – This Lease Agreement constitutes the entire agreement between the parties relating to the lease of the Boat Slip, and supersedes all prior agreements and understanding and may not be amended or modified except in writing signed by the parties hereto.

20. Governing Law – This Lease Agreement shall be governed by Montana law.

IN WITNESS WHEREOF, the parties hereto have executed this 2018 Boat Slip Lease Agreement for Berth «SlipNumber» as of the date specified above.

MEMBER
(LESSEE)
Sign below.

TIMBRSHOR HOMEOWNERS ASSOCIATION
(LESSOR)

«Lessee»

3242 Cummins Way

«City» «State»

59802

By: _____

Chairman
Jim Cole