

LOGAN LANDING RV RESORT DOCK LEASE AGREEMENT

This Lease Agreement is entered into between Logan Landing Development Group, Inc. (hereinafter "Lessor") and the undersigned Tenant(s) for the purpose of leasing a boat slip from Lessor for the recreation season of _____ to _____.

1. Tenant Identification:

Name _____ Home Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email Address: _____

2. Boat/Vessel Identification:

Manufacturer _____ Model _____ Year _____

Hull ID Number _____ Engine Make & Horsepower _____

3. Duration of Lease. This lease shall remain in effect for one recreation season and any renewal must be in writing.

4. Lease not Transferable. This Lease Agreement is not transferable without the Lessor's consent, either to another person or any vessel other than the one specifically described above.

5. Indemnification. Tenant agrees to defend, indemnify, and hold harmless Lessor, its agents, officers, and assigns, for any and all claims, damages, demands, causes of action or liabilities of any kind, including attorney fees, for personal injuries, including death, or damage to any property arising out of Tenant use, including any and all family members, guests, employees, agents, or invitees of any kind, of the Boat/Vessel, or the mooring and operation of the Boat/Vessel. This indemnification clause also extends to any environmental contamination caused by the Tenant's use of his/her boat/vessel to the water of the State of Ohio.

6. Condition of Boat/Vessel. This Lease Agreement is contingent upon examination and approval by the Lessor of the Boat/Vessel. A boat/vessel not in good condition is not permitted within the Logan Landing RV Resort and failure to maintain good condition of the boat/vessel shall be cause for termination of the Lease Agreement.

7. Lessor not Liable for Fire, Theft, Vandalism, Etc. Lessor and its agents and officers assume no responsibility for the safety of any boat/vessel and any items or equipment associated

with the boat/vessel. Lessor does not insure against fire, theft, damage, vandalism, or any other loss of casualty to Tenant's boat/vessel and it is the sole responsibility of Tenant to provide for the safety and insurance of the boat/vessel, including any and all equipment and items.

8. **No Warranties.** Lessor expressly rents the boat dock in an "as is" condition to Tenant and makes absolutely no warranties, including but not limited to those of fitness for a particular use and Tenant hereby acknowledges he/she has inspected said dock and accepts it "as is".

9. **Sunken Vessel.** In the event Tenant's boat/vessel sinks in its slip or upon any other property of Lessor, Tenant shall commence salvage activities within 24 hours of notice that such sinking has occurred. Failure to commence such action shall require the Tenant to be responsible for any and all costs incurred by Lessor in the salvaging of the boat/vessel and removing it from the property of Lessor, including any storage which may be incurred by Lessor.

10. **Insurance Coverage.** Tenant agrees to maintain a minimum of \$300,000.00 liability coverage on the boat/vessel during any period of time in which it is located upon the property of Lessor.

11. **Removal of Boat/Vessel Upon Termination.** Upon termination of this Lease Agreement for any reason, Tenant shall have five (5) days to remove the boat/vessel from the property of Lessor. Failure to removal the boat/vessel shall deem the Tenant as a holdover and make the Tenant responsible for additional rent payments and/or any costs incurred by Lessor in removing, storing, or transporting the boat/vessel.

12. **Law and Acknowledgment.** This Lease Agreement shall be governed and construed solely by the laws of the State of Ohio and any litigation related to this Lease Agreement must be filed in Logan County, Ohio. By signing below, Tenant acknowledges to have read this Lease Agreement in its entirety and agrees to be bound by its terms and the rules and regulations of Logan Landing RV Resort.

Tenant Date

Lease Accepted By:

Logan Landing Development Group, Inc., Lessor Date

Dock Number _____