MARINA USE AGREEMENT

Unit Owner's Name	Boat I.D. No.
Home Address	
Mailing Address	
Home Phone	Business Phone
Type of Boat	Overall Length
SLIP NUMBER	Moorage Period
This Marina Use Agreement ("Agreement") entered into this _	day of 20 between Seasons at Sandpoint Association ("Association") Owner adhere to the terms and conditions set forth herein and within Section 38 of
reasonable efforts to contact Owner and notify them of responsibility for tending mooring lines, moving boats from the	upervision and maintenance of the Marina area. Association's employees will make dangerous conditions requiring Owners attention, but Association assumes no ne berths to which they have been assigned or otherwise. Based on the Emergency or Association determines it necessary for safety or maintenance of the Marina area.
Owner covenants to exercise due care in the occupation of the condition, wear and tear occasioned by normal use only except	e designated berthing slip and operating his/her boat and to vacate the same in good ted.
LIABILITY	OF OWNER AND ASSOCIATION
property or to any third party by the operation of Owner's bo their agents, guests or any other party. Owner shall indemr damages and liabilities, including attorney fees, arising from o of the boat. Owner further agrees to hold Association harmles	sume all responsibility for any bodily injury or property damage caused to Marina at or the Owner's use and enjoyment of the Marina, whether caused by the Owner, nify, defend and hold Association harmless against all claims, actions, proceedings, r connected with such possession and use of the Marina, berthing slip and operation as from any liability for bodily injury or property damage from low water, high water, ciation's control. Association shall not be responsible for any damage caused by fire, s of a third party.
	ty insurance limits to cover property damage and/or bodily injury that may be caused iation with a copy of said insurance on an annual basis, if requested.
	e termination of the Agreement, including charges at Marina facilities, if any, shall be oat shall not be removed from the premises or from Association's possession until all
waiver of such term, condition or agreement, in the absence	he terms, conditions or agreements contained herein shall not be considered to be a of an express written waiver by Association. If any provision of this Agreement is ining terms, conditions and agreements shall be deemed severable, and enforceable
Breach of the conditions of this Agreement by the Owner or I Agreement at the option of the Association.	by the operator of the boat under this Agreement shall automatically terminate this
THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE INCORPORATED HEREIN BY THIS REFERENCE.	OF THIS AGREEMENT ARE EXPRESSLY MADE A PART OF THIS AGREEMENT AND

SIGNATURE OF OWNER______DATE_____

ADDITIONAL TERMS AND CONDITIONS

The speed limit of 3 miles per hour must be observed by all persons operating Owner's boat within the Marina.

Owner agrees to equip his/her boat with adequate mooring lines and tender and to comply with all governmental regulations relating to safety equipment. Owner shall ensure that his/her boat is safely moored with lines adequate for all weather conditions.

Owner shall not place any "For Sale" signs on his/her boat while it is in the Marina without the prior written consent of the Association.

No commercial venture of any kind shall be undertaken from the Marina without prior written consent of the Association.

All pets shall be kept on a leash at all times while in the Marina.

Owner shall keep the dock area adjacent to his/her berth clean and free of litter and nothing shall be stored thereon without the prior written consent of Association. Owner shall maintain the dock area in such a manner so as not to create a hazard or personal discomfort to others.

No toilet facilities shall be used on the boat while in the Marina except those facilities complying with all U.S. Coast Guard and other federal, state or local regulations or requirements.

The dumping of any sewage, fuel, oil or other waste materials or substances from Owner's boat is strictly prohibited. Owner specifically agrees to indemnify, defend and hold Association harmless from and against all claims, actions proceedings, damages and liabilities, including costs and attorney fees incurred by Association arising from or connected with such dumping activities by Owner, whether or not the dumping was intentional, accidental or inadvertent.

Garbage or any other waste matter of any kind must be deposited in the refuse containers provided by Association or taken off site by Owner.

Refueling of boats is prohibited at the Marina.

A Boat Slip may not be leased or rented except to a leseee of the Condominium Unit to which the Boat Slip has been assigned, as stated in the Declaration of Condominium of Season at Sandpoint.

Swimming or water skiing within the Marina, on or off the docks, is forbidden.

Using the boat as permanent living quarters while docked at the Marina is forbidden, unless prior written consent is issued by Association.

The use of hazardous substances or engaging in hazardous activities, including but not necessarily limited to spray painting, welding, the use of torches or open flame, fireworks, inflammable or toxic removers, or any other hazardous equipment or practices is specifically prohibited.

The Agreement is personal to the Owner. Owner shall not assign, sublet, transfer or permit the use of the assigned space to any other party, or for the use by any other boat other than the one owned by Owner and described herein, without the prior written consent of the Association.

Association reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice to Owner or prominent publication by notice in the Marina.

In the event that Owner fails to have his/her boat removed within thirty days after the expiration of this Agreement, the Association will have the right to impound the boat and use it as security for a possessory lien as described above.

Owner shall not violate any law, rule or ordinance and will not use the boat slip, or his/her boat or Association's property for any unlawful purpose. Owner shall not create any nuisance and shall observe Association's rules regarding noise curfews.

Owner agrees to comply with the Association Water Level Guidelines for safe use of the Marina.

This Agreement is subject to Rules and Regulations as established generally for the marina as may be supplemented and amended from time to time.

The Slip Owner of any boat occupying a boat slip shall maintain a full marine insurance package (hull coverage as well as indemnity and liability coverage) on the boat.

Seasons at Sandpoint Association, Inc.

Association Water Level Guidelines and Procedural Support

The purpose of these Association Water Level Guidelines and Procedural Support ("Guidelines") is to provide support a comprehensive Risk Management Plan for the Seasons at Sandpoint Marina yet give guidance that will maximize the opportunity for Slip Owners to use this high quality asset.

It is important for all Slip Owners to acknowledge that specific Articles in the Declaration of Condominium of Seasons at Sandpoint Association that stipulates that each Slip Owner shall be liable for all damages to the Marina Slip or Vessel of another Unit Owner or to the Dock Facilities where the cause of such damage is the failure of such Slip Owner to properly secure his or her Vessel to its assigned slip.

It is also important to note that by publishing these Guidelines, Declarant, Management nor the Association, are making any warranties or representations regarding the adequacy of water depths for boating access to the lake. It is recommended that each Slip Owner reviews the Association's Declaration.

All Slip Owners must provide a signed Marina Use Agreement. Slip usage, by large hulled boats, is recommended once their gunwale is 18 inches above the dock surface at Full Pool. Below 2061.5 feet, mooring whips are required for smaller hulled boats. Slip usage, by smaller hulled boats, are required to use mooring whips. Smaller boats are defined as boats with gunwales that are 18 inches below the dock at Full Pool. Full Pool for Lake Pend Oreille is 2062.5 feet. Given the Risk Management Plan for the Season's Marina, all Slip Owners, with a signed Marina Use Agreement, are permitted slip usage at 2061.5 feet and above. Below 2060.5 feet, slip usage is prohibited due to managing the overall risk and safety issues in a prudent manner.

Insurance and Liability:

(i)	By acceptance of a deed for a Condominium Unit or Condominium Lot, each Unit
Owner acknowledges	and agrees that the Declarant and the Association shall not be liable to Unit Owner or any other
person for personal i	njury, loss of life, property damage to a Vessel, its motor, accessories and contents thereof, resulting
from the operation of	Vessels and the use of the Boat Slips and Dock Facilities. Each Unit Owner using the Dock Facilities and
Boat Slips or the chan	nels adjacent to the Dock Facilities and Boat Slips, assumes all risk of injury, loss or damage to himself
or herself, his guests	and invitees and to his or her vessel or its appurtenances or contents, including any loss or damage
arising out of or due t	o adverse weather conditions. This responsibility includes damage to other vessels and damage to the
Dock Facilities and Bo	at Slips. Neither the Declarant nor Association shall have any liability or responsibility therefor. Neither
the Declarant nor the	Association shall make any expressed or implied warranties or representation as to the conditions of
,, ,, ,	ways, wharves or ramps and shall undertake any duty to advise of any hazardous conditions requiring
the attention of the	Unit Owner. Neither the Declarant nor the Association shall be liable for any injury to persons or
	the Dock Facilities and Boat Slips, or for any theft of, or from, any vessel, regardless of whether or not
, ,	laim results from the Declarant's or the Associations negligence. The Association shall not have any
	protection of any vessel, and each owner agrees to indemnify and to hold harmless the Declarant and
•	t any such loss, damage, claim arising out of the owner's, or such owner's family members, guest or
	ck Facilities and Boat Slips and/or the operation of a vessel at or around the Dock Facilities and Boat
• •	he loss, damage or claim results from either the Declarant's or Associations negligence or from adverse
	urthermore, each Unit Owner agrees to indemnify and hold harmless the Declarant and the Association
	ng out of the violation of any permit issued with .respect to Dock Facilities and/or Boat Slips as a result
of the actions of Unit (Owner and/or Owner's family,-guests, invitees and lessees.

	(X) Per the	e Seasons Declaration:	The Unit Owner of a	ny Vessel occupyi	ng a Boat Slip
shall maintain a full marine in	nsurance package	(hull coverage as well	as indemnity and liabilit	y coverage) on th	e Vessel in the
amount specified by the As	sociation from tir	me to time, and the p	olicy for this insurance	shall name the	Association as
additional insured. A copy of	a certificate of suc	ch insurance for the Ve	ssel shall be delivered t	o the Association.	

Signature of Owner	Date
nsurance: Policy Number	Carrier