

LEASE OF BOAT SLIP

THIS AGREEMENT, is made this _____ day of _____, _____, between **RAINTREE LAKE PROPERTY OWNERS ASSOCIATION**, a Missouri, not-for-profit corporation (the "Lessor"); and _____ (the "Lessee").

WITNESSETH: That the said Lessor does hereby lease to the Lessee in the present condition thereof, a boat slip (the slip) identified as follows: Slip No. _____, of Raintree Lake for the term of _____ year(s) beginning _____, and ending _____. The Lessee will be given right of first refusal to Lease on a year to year basis upon expiration of their lease. Lessee agrees to pay, as for rent for said premises the sum of \$_____, the receipt of which is hereby acknowledged by the Raintree Lake Property Owners Association.

Lessee accepts the Slip in its present condition, shall commit no acts of destruction, or other acts tending to injure or deface the property, and at the expiration of this lease will deliver the slip without notice to the Lessor in as good condition as when he received the same. Loss by casualty, unavoidable accident and ordinary use excepted.

The Raintree Lake Property Owners Association agrees to provide normal maintenance when requested by the Lessee as soon as possible. Lessee may sublet the Slip or assign this lease **ONLY WITH THE WRITTEN CONSENT OF THE LESSOR**. Lessee shall abide by all rules, regulations and policies promulgated from time to time by the Raintree Lake Property Owners Association incorporated into this agreement and referenced as though fully set out herein. Violation of any terms of this lease shall constitute default of the terms of this Lease Agreement thereby entitling Lessor to cancel this Lease Agreement. Lessee acknowledges possession of a current copy of the rules and regulations and boat slip policy.

In the event of assignment or subletting of this lease, the new Lessee shall be qualified by residency and ownership in good standing in the Association and shall agree to execute a new Lease Agreement on the forms provided by **RLPOA**, prior to using the Slip and dock.

In the event of sale of Raintree Lake residential property owned by Lessee, only one assignment of this Lease will be permitted with written consent of the Association to a subsequent owner of the Lessee's property for those property owners who are leaseholders as of October 8, 1996. Future transfers of a lease or boat slip by subsequent owners of the property or an assignee of this lease acquiring such interest after October 8, 1996 shall not be permitted, on transfer of their property, upon Lessee's moving from Raintree Lake subdivision. Lessee further acknowledges that they have only one boat slip within Raintree Lake subdivision acquired since May 4, 1994.

The Parties agree that subletting of boat slip leases or transfer shall be permitted provided all conditions of membership and the boat slip policy are met and official forms completed in the Raintree Lake Property Owners Office by lessee and Sub-lessee.

2007 Lease Agreement

The Parties acknowledge and agree that no lot owner may participate in a Boat Slip Lease Agreement if his or her account becomes delinquent during the term of this agreement. **As defined by the RLPOA Covenants and By-Laws, "Any assessments which are not paid when due shall be delinquent".**

Lessee agrees that any boat in the aforesaid slip, with permission of Lessee, shall be titled and registered and must be identified with stickers and markings in accordance with **RLPOA** rules and regulations. Lessee agrees that only one watercraft will occupy said lease at any given time.

The Lessor and Lessee agree that the Lessee may not alter or modify said boat slip **WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE LESSOR**. Further, Lessee may install a boat lift only if the lift has been approved by the RLPOA Lake Committee. The Lessee shall be responsible for maintenance of insurance of said lift and shall be responsible for cost of removal of the lift in the event of repairs or replacement of dock at any time to be effected by Lessor or at the end of this Lease Agreement. RLPOA will pay the cost of electricity for the docks. RLPOA will also pay the cost of maintenance for the power circuits, dock lighting and outlets installed by the Association. A junction box will provide a convenient access point for Lessees' circuit connections. New circuits to individual slips must be approved by RLPOA in advance. The cost of maintenance for the existing or new circuits installed by the Lessee or group of Lessees will be the responsibility of the Lessee(s). Defective circuits will be disconnected and removed at the Lessee's expense. All electrical installation or maintenance shall be performed by a certified electrician and be approved by the City of Lee's Summit and RLPOA.

The Lessee agrees to hold Lessor harmless for Lessee's acts, omissions or those of Lessee's agents or invitees which might do or result in property damage or injury to others. The **RLPOA** shall not be responsible for any damage to the lifts, dock or other boats caused by installation and/or operation of the aforesaid boat lift.

In the event of any breach of any provisions in this Lease Agreement, this Lease Agreement may be cancelled. In the event of any breach of provisions of this agreement by the Lessee requiring action by Lessor, by hiring a lawyer to enforce same, the Lessee agrees to be responsible for Lessor's attorney's fees and costs.

At the expiration of the term hereby created, or upon the breach of any of the covenants and agreements herein contained, the Lessor or its agent shall have the right to take possession of the Slip and remove Lessee's property and effects therefrom, and the Lessee agrees to deliver same without process of law, and this Lease, at the option of the Lessor, shall terminate.

IN WITNESS WHEREOF, said parties have executed this agreement the day and year first above written.

RAINTREE LAKE PROPERTY OWNERS ASSOCIATION

LESSOR

LESSEE