

## 2024 ROCK HARBOR BOAT SLIP AGREEMENT

This Boat Slip Agreement (this “Agreement”) is executed by and between **ROCK HARBOR PROPERTY OWNERS ASSOCIATION** (“Rock Harbor”) and \_\_\_\_\_ (each individually and both collectively “User”) effective April 1, 2024 (the “Effective Date”).

WHEREAS, Rock Harbor owns certain multi-slip boat dock and related facilities (collectively the “Dock”); and

WHEREAS, User desires to use a slip in the Dock (the “Slip”) that will be assigned by the Rock Harbor Board of Directors or its delegate for the purpose of docking User’s boat Make \_\_\_\_\_, Model \_\_\_\_\_, Year \_\_\_\_\_, Hull Identification No. \_\_\_\_\_, State Registration No. \_\_\_\_\_, (the “Boat”), which Boat is \_\_\_\_\_ feet in length, \_\_\_\_\_ feet in height, and \_\_\_\_\_ feet in width; and

WHEREAS, Rock Harbor agrees to allot a Slip to User subject to the terms and conditions of this Agreement.

NOW, WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Rock Harbor and User agree as follows:

1. **Use.** Subject to compliance with the terms of this Agreement, Rock Harbor grants User the right to use the Slip for the purposes of docking and storing the Boat and for no other purpose. No other boat or vessel may be docked and/or stored in the Slip. User shall not take or permit any act or omission that interferes with the use, enjoyment, and/or safety of the Slip, the Dock, and/or the users thereof. User shall keep the Slip and Dock free from all litter, garbage, and debris. User may not occupy the Boat for more than 2 consecutive nights while docked in the Slip. User may not use any other slips at the Dock. User may not use the Slip or the Dock for any purpose inconsistent with this Agreement. User may not moor the Boat in a manner whereby the vessel occupies two (2) slips.

2. **Term.** Unless sooner terminated as provided herein, the term of this Agreement shall run from the Effective Date until March 31, 2025, at which time this Agreement shall immediately terminate.

3. **User Fee.** After this Agreement is reviewed and accepted by Rock Harbor, User’s slip is assigned, and User has been notified by the Rock Harbor Board of Directors or its delegate, User shall pay Rock Harbor a fee in the applicable amount(s), which is non-refundable:

- a. Boat Slip: \$325.00
- b. Kayak Rack: \$50.00
- c. Jet Ski Lift: \$200.00
- d. Trailer/RV Parking: \$300.00.

4. **Slip Reservations.** All slips are reserved by slip number and will be assigned upon registration. Rock Harbor reserves the right to assign Slips for Boat use. Reasonable effort consistent with good business practices and the rights and desires of other Users will be exercised to assign a specific Slip desired by the User.

5. **Authorized Vessels.** Maximum Boat dimensions within the covered Slips and Marina harbor are: 30' in length, 10' in width, and 8' in height. Sailboats with masts upright may be moored in designated uncovered slips or Dock locations with prior approval from the Rock Harbor Board of Directors or its delegate. Houseboats and similar vessels are prohibited from mooring to the Dock structure or within the Marina harbor boundaries.

6. **No Assignment.** This Agreement and the rights and obligations of User hereunder are not delegable, transferrable, or assignable by User.

7. **As-Is.** User accepts the Slip and the Dock in its as-is and where-is conditions and with all faults, whether known or unknown.

8. **Indemnity.** User shall defend, indemnify, and hold Rock Harbor and its directors, agents, members, and employees harmless from any and all claims, demands, suits, proceedings, damages (including reasonable attorney's fees), expenses, and costs that may be asserted against, sustained, and/or incurred by any of them arising from or related to (i) User's use and/or occupancy of the Dock, the Slip, and/or the Boat, (ii) act(s) and/or omissions(s) of User and/or of any User's guests and/or invitees; and/or (iv) User's breach of this Agreement.

9. **No Liability.** The grant of slip usage under this Agreement is premised and conditioned upon Rock Harbor and its directors, agents, and employees having no liability whatsoever to User. User waives, discharges, and releases Rock Harbor and its directors, agents, and employees from any and all claims, demands, suits, proceedings, damages (including reasonable attorney's fees), expenses, and costs of any kind, whether now existing or hereafter arising.

10. **Decal and Registration.** User shall display a current Rock Harbor slip decal on the Boat at all times. The Rock Harbor Board of Directors or its delegate will provide the slip decal to User. User shall display a current Tennessee boat registration (or current registration from another state that satisfies Tennessee's registration requirements) on the Boat at all times.

11. **Insurance.** User shall maintain liability insurance in the minimum amount of \$300,000.00 per occurrence and shall provide Rock Harbor with evidence of said insurance (such as a declaration page) contemporaneous with the execution of this Agreement.

12. **Storage.** No personal property may be stored on, upon, or about the Dock. User may maintain a storage locker on the Dock and store personal property in the same, provided that Rock Harbor has approved the storage locker and its placement. An acceptable storage locker should be no larger than 60"L x 24"W x 26"H. User must maintain the storage locker in a good and clean manner. Upon termination of this Agreement and within 30 days' notice from Rock Harbor, User shall remove User's storage locker and all of User's personal property. User shall repair any damage arising from the installation, use, and/or removal of the storage locker.

13. **Alterations and Fixtures.** Except as permitted in Sections 12, 14, and 22, User shall not fasten, attach, or affix anything to the Slip, Dock, and/or Overhead Structure. User shall not alter the Slip or the Dock.

14. **Boat Lift.** No boat lift may be installed in the Slip. If User has previously installed a boat lift in the Slip, then User shall comply with the following: User shall pay Rock Harbor an additional damage deposit in the amount of \$1,000.00 (the "Deposit") which shall secure User's obligations hereunder. Rock Harbor may set-off any costs, expenses, and/or

damages arising out of User's non-compliance with this Agreement against the Deposit. In the event said costs, expenses, and/or damages exceed the amount of the Deposit, then User shall be responsible for paying the excess amounts. User shall keep the boat lift in clean, good, working, and orderly condition at all times. User shall comply within thirty (30) days of receiving written notice with the recommendation(s) of any of Rock Harbor's consultants and engineers with respect to the boat lift, which may include removal of the boat lift or reinstallation of the boat lift to meet said recommendations. User shall repair any damage to the Dock arising from the installation, use, and/or removal of the boat lift. If the boat lift requires any maintenance and/or repairs, the person/entity performing the repairs must be approved by Rock Harbor. Upon termination of this Agreement and within 30 days' notice from Rock Harbor, User shall remove the boat lift and repair any damage arising from the installation, use, and/or removal of the same. After User has removed the boat lift and repaired any damage arising from the installation, use, and/or removal of the boat lift, the Deposit remaining, if any, will be returned to User. The Deposit will be kept in a non-interest bearing account and may be commingled with other funds. In the event User fails to comply with the requirements herein, Rock Harbor shall have the right, but not the obligation, to repair or remove the boat lift at User's expense.

15. **Boat Condition.** User shall maintain the Boat in a clean, good, working, and orderly condition. Rock Harbor shall have the right, but not the obligation, to enter the Boat for the purposes of preserving safety of the Boat and other persons and property, to move the Boat, or to inspect the Boat for unsafe or illegal conditions, safety hazards, and/or compliance with this Agreement. If the Boat sinks, partially or wholly, Owner shall raise and remove the Boat immediately, provided that notwithstanding the foregoing, Rock Harbor shall have the right, but not the obligation, to raise and remove the Boat at User's expense. Upon termination of this Agreement and within 30 days' notice from Rock Harbor, User shall remove the Boat from the Dock.

16. **Private Use.** This Agreement is for User and User's authorized guests (any person(s) that is staying with a member of the Rock Harbor subdivision) private use of the Slip. Use of the Marina by renters is not allowed (Rock Harbor Covenants, Article XII). User shall not use the Dock or the Boat for any business purposes whatsoever, including but not limited to chartering, client entertainment, and/or leasing. To extent slips are available, User's authorized guests may park their watercraft in the visitor slip locations at the Dock with prior approval from the Rock Harbor Board of Directors or its delegate, but for no longer than 3 consecutive days, provided that the guest pays an additional fee of \$75 in advance and provides proof of liability insurance in the same amounts as required of User. The User shall be responsible for any liabilities, damages, costs, and/or expenses arising from User's guest(s).

17. **Compliance with Law.** User shall comply with all applicable laws, statutes, ordinances, and regulations.

18. **Compliance with Rules.** User shall comply with (i) the Declaration of Reservations and Restrictive Covenants of record at Book 1214, Page 600 in the Claiborne County Register of Deeds, as the same have been or may be amended, and/or restated from time to time (collectively the "Declaration"); (ii) the Bylaws of Rock Harbor, as the same have been

or may be amended, modified, and/or restated from time to time (collectively the “Bylaws”); and (iii) any rules promulgated by Rock Harbor for the use of the Dock, including in this agreement.

19. **Safety.** User shall ensure that the Boat is securely moored at the Slip when not in use. User shall and shall cause User’s guests to conduct themselves in a safe manner. Children 12 years and younger shall wear a Coast Guard approved life vest while on the Dock. User shall adhere to all no wake zones. No swimming is allowed within 100 yards of the Dock.

20. **Gate Code.** User will be issued a code to the gate allowing access to the parking lot of the Dock. User shall not share the code to the gate with anyone except User’s authorized guests.

21. **Trailer and RV Parking.** When parking space is available, the Marina upper-level parking lot may be used for parking/storage of trailers/RV’s in the rearmost, outer perimeter parking area (opposite the retaining wall and access steps). User may park User’s boat trailer and/or RV in the parking lot of the Dock during the term of this Agreement provided that (i) User pays Rock Harbor a non-refundable fee in the amount of **\$300.00** (ii) User notifies Rock Harbor of the make and model of the boat trailer or RV; (iii) the boat trailer or RV does not exceed 30 feet in length as measured from the farthest point front and aft; (iv) the boat trailer or RV is secured and chocked at all times; (v) the boat trailer or RV does not impede traffic or block other boat trailers or RVs; (vi) there is room in the parking lot for the boat trailer or RV; and (vii) any boat stored on the boat trailer must be covered with a custom-fitted boat cover. Upon request of Rock Harbor, User shall remove the boat trailer or the RV from the parking lot. Rock Harbor may terminate User’s permission to park a boat trailer or RV in the parking lot at any time. Upon termination of this Agreement and within 30 days’ notice from Rock Harbor, User shall remove the boat trailer or RV from the parking lot.

22. **Utilities.** The electrical outlets and other utilities provided at the Dock are only for temporary and non-permanent use for light duty tools and lighting. The use of heavy tools, welders, air compressors (other than small air pumps used to fill inflatables and existing boat lifts), and/or heating units is prohibited. If using electrical power, a Marine Grade (UL listed) 3-wire electrical extension cord is required and will not be placed across walkway paths. It will be placed in such a manner that it does not fall into the water or create a tripping hazard. Rock Harbor maintains the exclusive right to disconnect and remove power cords and equipment if a violation of these requirements or an unsafe condition exists.

23. **Prohibited Use.** The use of grills, torches or open flames, flammable or toxic removers, or any other hazardous materials or equipment is prohibited. Glass containers on the docks and discharge of firearms and fireworks are prohibited. Portable fuel containers are not allowed in the main dock area, and portable fuel containers shall not be left unattended at any time. Refueling of Boats shall only occur along the walkway to the main dock area or in the kayak rack area of the Marina. See **Attachment 1** for a schematic showing the portable fuel container exclusion zone.

24. **Attorney’s Fees.** Users found in violation of this agreement shall pay all attorney’s fees and expenses incurred by Rock Harbor in enforcing and/or defending the terms and/or provisions of this Agreement.

25. **Venue and Jury Waiver.** Venue for any action arising out of or related to this Agreement shall be solely in the Claiborne County Chancery Court, **which shall be heard by the Chancellor sitting without a jury.**

26. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the other terms and provisions shall remain binding and enforceable.

27. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, written or oral. This Agreement may only be waived, amended, and/or modified by a writing signed by User and Rock Harbor.

28. **Governing Law.** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Tennessee.

29. **Delegation.** Rock Harbor may employ contractors and agents to carry out the terms and provisions of this Agreement.

30. **Violation.** Any breach of or failure to comply with any term and/or provision of this Agreement, following notification of infraction, may result in a fine of not less than \$50.00 and not more than \$500.00 per breach or violation, depending on the nature of the breach or violation, which shall be paid to Rock Harbor within 30 days. Any breach of or failure to comply with any term and/or provision of this Agreement may result in the immediate termination of this Agreement without further notice. Rock Harbor may exercise the foregoing upon the first breach of or failure to comply with any term and/or provision of this Agreement or on any successive breach or failure to comply.

31. **Termination for Slip Availability.** The availability of slips in the Dock are on a first-come, first-serve basis. Subject to the terms of the Declaration, each Lot Owner will be allowed to occupy one (1) slip if a waiting list occurs. In the event that there are more applicants than there are slips available, Rock Harbor may terminate this Agreement upon written notice to User, and Rock Harbor will employ the slip scheduling procedure required by the Rock Harbor Covenants (Article XII).

32. **Lot Owner Requirement.** This Agreement is contingent upon User being a fee owner of a lot within the Rock Harbor Subdivision in good standing (not delinquent on Annual Dues) and has paid the current year's Annual Dues and will immediately terminate without notice in the event User is no longer a fee owner of a lot within Rock Harbor Subdivision.

33. **Remedies.** Upon any breach of or violation of any term and/or provision of this Agreement, Rock Harbor may exercise any remedies available under this Agreement, the Declaration, the Bylaws, law, and/or equity. Any costs and expenses (including attorney's fees) incurred by Rock Harbor in enforcing and/or defending the terms and/or provisions of this Agreement shall constitute a lien against the User's Boat and the User's real property in Rock Harbor (an "Enforcement Lien"). The Enforcement Lien may be recorded in the Claiborne County Register of Deeds Office. The Enforcement Lien shall be coupled with a power of sale and may be enforced by non-judicial foreclosure proceedings as set forth in T.C.A § 35-5-101 *et seq.* or judicial foreclosure proceedings. No waiver by Rock Harbor of any of its rights or remedies hereunder, shall be considered a waiver of any other or subsequent right or remedy; no delay or omission in the exercise or enforcement by Rock Harbor of any rights or remedies shall



Attachment 1 – Portable Fuel Container Exclusion Zone

