

INDIAN RIVER MARINA, INC.
2006-2007 MOORING LICENSE AGREEMENT

NOTICE: This Mooring License Agreement is drafted for the benefit of both parties and contains important provisions for the protection of each party.

This agreement entered into this 1 April 2006 _____ by and between **INDIAN RIVER MARINA, INC.;** 744 Indian River Boat Dock Rd.; Jacksboro, TN 37757; hereinafter referred to as Operator, and _____, hereinafter referred to as Owner.

Witnesseth: Whereas Indian River Marina, Inc., a privately owned and operated Tennessee corporation, from which Norris Lake is accessible and at which location Operator has installed buoy lines, docks, slips, and incidental facilities for use of Operator's customers; and

Whereas Owner desires license to use Operator's premises for access to Norris Lake, and desires license to use Operator's facilities and/or related storage facilities as indicated below for mooring Owner's houseboat, floating house, watercraft and/or other equipment for the term set forth hereunder. Owner agrees to pay each month or otherwise in advance for license to use Operator's facilities the sums as set forth herein below:

1. For license to use Operator's premises and facilities, as herein set forth, Owner agrees to pay a monthly rental in the amount of \$_____ on the first (1st) day of each month, and additionally any store charges/tabs, sewage pump out fees, or other charges accrued, plus any applicable federal, state, and/or local tax. The entire annual rental amount, as is indicated by the term of this license agreement in item #4, is payable regardless of Owner's use or non use of the Operator's premises and facilities. The license fee may be changed by the Operator upon thirty (30) days written notice to Owner, prior to the anniversary of this license agreement and any renewals and/or extensions thereof. The annual dollar amount is for one watercraft only.
2. Where possible Operator may make electric power available to Owners. If Owners elect to connect to electric service Owner must pay a one-time connection fee of \$100.00. Owner must supply their own electric wire of proper gauge size and length necessary to safely connect Owner's property to Operator's metered power station. Operator will install and connect Owner's wire at the rate of \$30 per hour. Operator assumes no responsibility for Owner's electric wire following installation. Owner agrees to Operator's Rules and Guidelines for Electric Power Service.

Owner agrees to pay for used electricity as metered at the rate of .10 cents per kilowatt hour. Beginning each new quarter, i.e., July 1, 2006; October 1, 2006; January 1, 2007; and April 1, 2007; Operator will notify Owner of kilowatt hour usage in the prior quarter as indicated by the meter reading. Payment is due within 15 days of notification.

3. Where possible Operator may make water service available to Owners during months with no freezing temperatures. The cost for water is \$10.00 per month. If Owner elects to connect to Operator's water station Owner must pay a one-time connection fee of \$50.00. Approved waterline is available for purchase from Operator. Operator will install and connect Owner's waterline at the rate of \$30 per hour. Operator assumes no responsibility for Owner's water line following installation. Owner agrees to Operator's Rules and Guidelines for Water Service.
4. The term of this license agreement shall be from April 1, 2006 to March 31, 2007, or from the date provided herein: _____ to March 31, 2007, then renewed annually thereafter. If Owner fails to renew their license agreement annually as provided for by Operator, then terms of this agreement shall continue enforce until a new agreement is executed.
5. Monthly statements will not be mailed out. Owner's monthly rent is due without notice on or before the first (1st) of each and every month. If payment in full is not received by the 15th of the month, Owner will be charged a \$10.00 late charge. If it is determined that a past due statement is necessary, an additional \$5.00 billing fee will be charged. To avoid any misunderstanding, your rent is due the first (1st) of each and every month.

Make payments to: Indian River Marina. The marina office will be open to accept payments from April 1st to October 31st. In other months, the marina hours will vary and may be closed; therefore, we suggest you use the U.S. Mail on the 1st of each month to make your payment.

Send payments to: Indian River Marina; 744 Indian River Boat Dock Road; Jacksboro, TN 37757.

6. Owner agrees to promptly pay all monthly charges, as herein before set forth, and for any and all other services that may be rendered to Owner by Operator. Failure of Owner to pay as agreed herein shall constitute a default hereunder, and Operator shall have a lien therefore upon and a security interest in the watercraft and/or equipment of Owner, as described in #22. Operator shall have the right to hold the same in his possession until payment in full of all amounts owing has been received. It is agreed by the parties that the Operator may charge \$10.00 per month for delinquent accounts over fifteen (15) days late. For any delinquent account over sixty (60) days late, Operator can remove Owner's watercraft from the slip, and the slip shall be re-rented with no refund to the delinquent account. The watercraft will be held by the Operator with a charge of \$10.00 per day until the account is paid in full. This storage period will not exceed thirty (30) days, at which time ownership of the stored articles will be vested in the Operator. Should it become necessary for Operator to take action against Owner in any court of law regarding non-payment, Owner agrees to bear all legal and court costs of such proceeding.
7. Owner agrees to confirm with Operator's personnel on an annual basis their compliance with the Clean Marina Enforcement Initiative and applicable federal and state marine sanitation laws. This confirmation of Owner's compliance will be accomplished by Operator's on-site inspection of Owner's houseboat or floating house. Owner will be required to demonstrate that the houseboat or floating house has a working marine sanitation system. In other words, Owner must have a permanently installed toilet and must also have a holding tank hooked up and in proper working order. Owner agrees to have holding tanks that are covered or otherwise out-of-sight and properly vented above Owners' roof line. E.T. Pumping is the service used by Indian River Marina and Owners are expected to contract with that service for sewage disposal. E.T. Pumping provides Operator with a verifiable record of sewage pump-out and disposal. Owner agrees that failure to comply with this provision of the license agreement is cause for immediate termination of mooring license within the harbor of Indian River Marina.
8. Both Owner and Operator recognize the hazards incident to leaving a watercraft moored at Operator's dock, stall, slip or buoy. Operator assumes no responsibility for any damage to or loss of Owner's watercraft, or loss or damages whatsoever, including, but not limited to, electrical accident, collision, fire, theft, wind, flooding, swamping, freezing, sinking, animals, acts of God or naturally occurring hazards. Owner will, at his or her sole expense, carry liability and casualty insurance, insuring the property stored at Indian River Marina.
9. Owner shall have full and exclusive responsibility as to the method and means of securing Owners' property to the buoy line or walkway provided, i.e., ropes or chains from a secure mooring tie down to the buoy.
10. Owner agrees to be responsible for the safe condition and operation of Owner's watercraft. It is agreed that Operator shall not be liable for any injury, damage, or loss of any kind to Owner or third persons resulting from the use, operation, function or malfunction of Owner's watercraft. Owner agrees to indemnify and hold Operator harmless from liability, loss or damage resulting therefrom.
11. Owner agrees to abide by all rules and regulations as set forth by Operator and further accepts responsibility for actions of his or her family and guests. A "NO WAKE ZONE" inside the marina harbor is enforced at all times and Owners are asked to respect the No Wake rule. This pertains to all watercraft. Owner is responsible for any damage caused by his or her wake.
12. Owners are not allowed to bring container gasoline onto Indian River Marina property. Operator offers gasoline for sale as do other marinas on Norris Lake. Gasoline will contaminate water and is a highly flammable, explosive material, and therefore cannot be carried on to the premises in any container. Operator's insurance allows for NO EXCEPTIONS! All contaminated oil from oil changes must be removed from premises and disposed of according to EPA Federal Regulations. All batteries must be removed and disposed of according to State and Federal Regulations.

13. Anyone performing work or service or having someone else perform that service or work on a vessel must pull said vessel onto dry land or out of the harbor limits. If mechanical work is to be performed on marina property, any mechanic or person hired by the Owner must check in at the marina office and show proof of liability insurance in the amount of \$300,000 minimum. Proof of insurance must be provided each year.
14. If Operator participates in the sale of any boat, watercraft, or other personal property by Owner from the harbor of Indian River Marina, more specifically but not limited to, handling inquiries or showing Owners property to potential buyers, Operator will be due a sales commission of five percent (5%) of the sale price, at the time of sale, not to exceed \$150 (one-hundred fifty dollars).
15. Owner shall not, without Operator's prior written consent, which shall not be unreasonably withheld or delayed, assign or sublet this lease or any interest under it. No permitted assignment or subletting shall relieve Owner of Owner's covenants and agreements hereunder and Owner shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.
16. Owner agrees not to operate any for profit business out of the Indian River Marina harbor.
17. Owners who provide Operator with a valid credit card number may run a monthly tab for store merchandise. The balance of a marina charge account is due the first of each month for the prior month. Accounts 30 days past due are charged to the Owner's credit card held on file.
18. Operator, at its sole discretion, reserves the right to moor Owner's houseboat or floating house at any location within the harbor boundaries which meets Operator's needs.
19. Owner agrees to notify Operator of any change in address or telephone number.
20. It is agreed that this rental agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.
21. This writing constitutes an agreement between the parties hereto and supersedes and replaces any and all other prior agreements between the parties hereto, oral or written.

22. Description of watercraft: _____ Type of watercraft: _____
Brand name: _____ Make: _____ Color: _____
Registration #: _____ General condition: _____

In witness whereof, each party to this license agreement has caused it to be executed on the date indicated below to be effective upon the effective date set forth hereinabove.

Owner's Signature Date Indian River Marina, Inc. Date

Address

City, State, Zip

Telephone

E-mail Address

Houseboat Dimensions

Dock Dimensions

Total Square Feet

Special Conditions