LAKE SHERWOOD ASSOCIATION – LAKE & BOAT RAMP USER AGREEMENT

AGREEMENT between Lake Sherwood Association ("LSA"), a Michigan Non-Profit corporation located in Commerce Twp, MI, and the individual(s) identified below (herein referred to as "User") with respect to lake & boat ramp use:

1. **Access Card Assignment** - User is an active LSA member in good standing and is the owner of all legally registered watercraft(s) to be launched. LSA hereby assigns User an electronic key card for Boat Ramp access.
2. **User Obligations** - The Boat Ramp Key Card is the property of LSA and is for the User's exclusive use. User agrees to maintain security of the Boat Ramp. The Key Card is not to be shared with anyone else. The User accepts responsibility to confirm secure closure of gate after each use. In the event of gate malfunction, the User agrees every effort will be made to contact a member of LSA's Boat Ramp Team to secure continued lake access security. The User also recognizes the potential ramp area hazards (e.g., slippery ramp) and assumes responsibility for the safe use of the Boat Ramp.
3. **Initial Term of Use and Renewal Terms** - The effective date of this Agreement shall be the date it is accepted and signed by LSA's Boat Ramp Team as indicated in the space below. Unless it is terminated, it will automatically be renewed each year, assuming no breach of Agreement (see Section 4 and Section 5). Automatic renewal also requires the User to continue to be an active LSA member in good standing with full payment of LSA dues and ownership of legally registered watercraft(s).
4. **Termination** - This Agreement and Key Card assignment will terminate immediately on the date the User no longer owns property in LSA as defined in the LSA Bylaws. The Key Card will be deactivated, and the User must return the Key Card to the Boat Ramp Team. The User acknowledges and agrees the Key Card cannot be loaned or given to any other individual(s).
5. **Lost Key Card** - Replacement of a lost Key Card will result in electronic deactivation of the lost Key Card, issuance of a new User Agreement and Key Card, and User assessment of a nominal fee for the new Key Card.
6. **Suspension for Improper Use** - Any use of the Key Card beyond the User's legal watercraft(s) will result in fines and/or suspended Boat Ramp access. The duration of a suspension and assessment of a financial fine will be determined by LSA's Boat Ramp Team and Rules & Regulations Committee. Improper use includes but is not limited to (a) letting any other watercraft (not registered to the User) to gain access, (b) leaving the gate open, or (c) any vandalism to the electric gate system (e.g., disabling/impairing the security cameras, system hacking, impeding the automatic gate closure).
7. **Remedies** - User's failure to adhere to any term of the Agreement will be deemed to be a violation of LSA rules and regulations pursuant to Section 10.01 of the LSA Bylaws, and LSA may take action as described in Section 10.02 and Section 10.03 of the LSA Bylaws to enforce the terms of this Agreement in addition to any other action allowable in law or equity to enforce the terms of this Agreement.
8. **Hold Harmless** – User shall indemnify, hold harmless and defend LSA, it's officers, members, and agents from all claims, damages, and liability, including attorney fees, arising out of any alleged acts or omissions of the User (including acts of omissions of User's agents, contractors or employees) in connection with User's exercise of rights and User's performance of responsibilities under the Agreement.
9. **Complete Agreement** - This Agreement (including the documents referenced herein) is the complete and exclusive agreement of the User and LSA regarding its subject matter, and it supersedes any previous communications, representations, negotiations, or agreements between the parties regarding the subject matter, whether verbal or written. Any modifications to this Agreement (except for modifications to the LSA Bylaws) shall be made in writing and signed by both User and LSA's authorized representative.

User Name	User Signature	Date

User Street Address	Email	Phone Number

LSA Authority Name	LSA Authority Signature	Date	Key Card #

	MC #	Boat Type (check one per row as applicable)						
		Pontoon	Ski or Wake	Runabout	Fishing	PWC	Sail	Primary Color
Boat 1								
Boat 2								

If more boats, please identify on separate page.