

LAKE SHERWOOD ASSOCIATION ("LSA")
A-LOT DOCK SLIP
USER AGREEMENT

AGREEMENT between Lake Sherwood Association ("LSA"), a Michigan nonprofit corporation located in Commerce Township, Michigan, and the individual(s) identified below (hereafter referred to as "User") with respect to A-Lot dock slip use by:

User Name

Email Address

User Name

Telephone

Street Address

1. **Slip Assignment.** User is an active LSA member in good standing and is the owner of watercraft eligible for dock space on an A-Lot. In consideration of this fact, and a User's payment of the Slip Fee of \$800 (receipt of which is hereby acknowledged by LSA). LSA hereby assigns User the exclusive use of the indicated one half of one dock (hereafter referred to as "Slip").

Lift? YES/NO (circle one)

A-Lot Name/Slip #

2. **User Obligations.** In consideration for the Slip assignment in Section 1, above User agrees to maintain the dock (and the lift, if applicable), at User's expense, in a manner that conforms to the requirements of the LSA Bylaws, the Dock Specifications attached to this Agreement, and to any other reasonable dock maintenance requirements published from time to time by the LSA A-Lots and Docks Committee. User agrees to use best efforts to cooperate, financially and otherwise, in a reasonable manner with the user of the slip on the other side of User's dock to ensure that the dock is maintained at all times in a manner that meets the requirements of this Agreement. User further agrees to remain an active LSA member in good standing, and to abide by all provisions of the LSA Bylaws as a requirement for continued Slip use under this Agreement.

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 A-Lot and Docks Committee Manager as indicated in the space provided below. Unless it is terminated in accordance with Section 4, below, this Agreement will remain in effect for an initial term of one year, and will be renewed annually by LSA on the same terms for successive renewal terms of one year each **provided** User is not in breach of this Agreement **and** User: (a) promptly submits a completed A-Lot Dock Slip Annual Registration Form each year with full payment of LSA dues for that year; (b) continues to be an active LSA member in good standing, and (c) continues to own watercraft eligible for a Slip in accordance with the then applicable LSA bylaws as well as the rules, regulations and guidelines published by the A-Lots & Docks Committee from time to time.

4. **Termination.** This Agreement, and User's Slip assignment, will terminate immediately on the date User no longer owns real property in LSA Territory as defined in the LSA Bylaws. ***User acknowledges and agrees that User cannot assign this agreement or transfer use of the Slip (including its associated dock) to any other person, or to any subsequent owner of User's real property without the prior written consent of the Manager of the LSA A-Lots & Docks Committee. Any attempted assignment or transfer of this Agreement, or of the User rights specified herein, will result in immediate and automatic termination of this Agreement without further action by LSA.***

5. **Remedies.** User's failure to adhere to any term of this Agreement will be deemed to be a violation of the LSA rules and regulations pursuant to Section 10.01 of the LSA Bylaws, and LSA may take any action 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. In addition, if User fails to meet the obligations set forth in Section 2 of this Agreement, LSA may take any action necessary to bring User's dock into compliance with the Dock Specifications then in effect (up to and including replacement of the dock) at the User's expense, and User's proportional share of such amount will be added to the individual User's current Association dues if it remains unpaid for more than thirty (30) days after the date LSA bills User therefore.

6. **Special Terms.**

7. **Hold Harmless.** User shall indemnify, hold harmless and defend LSA, its officers, members and agents from all claims, damages and liability, including attorney's fees, arising out of any alleged acts or omissions of User (including acts or omissions of User's agents, contractors or employees) in connection with User's exercise of rights and User's performance of responsibilities under this Agreement.

8. **Complete Agreement.** This Agreement (including the documents referenced herein) is the complete and exclusive agreement of User and LSA regarding its subject matter, and it supersedes any previous communications, representations, negotiations, or agreements between the parties regarding such subject matter, whether verbal or written. Any modifications to this Agreement (except for modifications to the Dock Specification or to the LSA Bylaws) shall be made in writing and signed by both User and LSA's authorized representative.

USER(S):

LAKE SHERWOOD ASSOCIATION

Signature

Scott Caradonna,
A-Lot Docks Committee Manager

Print Name

Signature

Print Name

Date

Date