

**WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION**  
**PO Box 1941**  
**Sandpoint, ID 83864**

---

**LEASE AGREEMENT**

(Please complete ALL information and return both copies.)

Owner's Name: \_\_\_\_\_ Boat I.D. No.: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Home Phone: \_\_\_\_\_ Business \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of Boat: \_\_\_\_\_ Overall \_\_\_\_\_  
Length: \_\_\_\_\_  
Slip Number: \_\_\_\_\_

**Fees:**

- Westwood Village owners: \$550 per season
- Westwood Village renters, Westwood Terrace owners, and any second slip rental: \$850 per season.

All of the following items are required

1. A check or money order for full payment of fee described above.
2. A copy of the homeowner's boat insurance sheet, regardless of whether it had been submitted previously. Note: Insurance policies that renew between April 1<sup>st</sup> – October 15<sup>th</sup>, the homeowner must resubmit a copy of this boat insurance cover sheet within the week of renewal.
3. A signed and completed boat lease agreement.

**Insurance Company:** \_\_\_\_\_ **Policy #** \_\_\_\_\_

THIS LEASE AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, hereinafter called LESSOR, and the undersigned boat owner, hereinafter called the LESSEE. Lessor agrees to rent to Lessee moorage space for the above described boat for the 20\_\_ boating season upon the terms and conditions set forth herein. The boating season generally runs from May through September and is dictated by the lake/river level which is altered by the Army Corp of Engineers. Lessee shall have a license to use the slip from May 1 through October 1, however, Lessor makes no representations or warranties concerning the lake/river level which could limit Lessee's use of the slip and marina.

Lessee has inspected the berthing slip leased herein and is satisfied that the slip is adequate for the safe mooring of Lessee's boat. This agreement is not a bailment of the Lessee's boat but a lease of berthing space and Lessor's responsibility is limited to the supervision and maintenance of the waterfront area. Lessor's employees will make reasonable efforts to contact Lessee and notify Lessee of dangerous conditions requiring Lessee's attention but Lessor assumes no responsibility for tending mooring lines or moving boats from the berths to which they have been assigned. Lessor reserves the right to move any boat whenever Lessor determines it necessary for safety or maintenance of the Marine area.

Lessee covenants to maintain liability insurance for each boat or watercraft making use of the Marina. Lessee shall provide Lessor proof of insurance prior to April 1<sup>st</sup>. Failure to provide such proof of insurance (which policy limits must be acceptable to Lessor) or any lapse in such insurance coverage may be cause to terminate this agreement immediately. Lessee covenants to exercise due care in the occupation of the leased berthing slip and to vacate the same in good condition, wear and tear occasioned by normal use only excepted.

THE TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE EXPRESSLY MADE A PART OF THIS LEASE AND INCORPORATED HEREIN BY REFERENCE.

## LIABILITY OF MARINA AND LESSEE

Lessee, while operating the boat within the Marina, shall assume all responsibility for any personal injury or property damage caused to Lessor's property or to the property of any third party by Lessee or the operation of Lessee's boat, whether caused by Lessee, Lessee's agent, Lessee's guest or any other party. Lessee shall indemnify and hold Lessor harmless against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with such possession and use of the berthing slip and operation of Lessee's boat. Lessee further agrees to hold Lessor harmless from any liability for personal injury or property damage from low water, winds or other weather conditions. Lessor shall not be responsible for any damage caused by fire, theft, electrical failure or other casualty attributable to the acts of a third party.

## TERMS AND CONDITIONS

Lessee has a license to use the slip and marina but has no more rights in the slip and marina than those set forth herein. Lessee is not guaranteed a slip for the next boating season. Westwood Home Owners are subject to the Rules and Regulations of the Westwood Homeowners Association, which among other things, control the manner in which slips are leased. To the extent that there is a conflict between the terms of this lease and such Rules and Regulations, the Rules and Regulations shall control.

Lessee hereby accepts the condition of the slip and marina "AS IS" and Lessee acknowledges that Lessor makes no express or implied warranty as to the condition of the slip, marina, and the depth of the water, the common areas, or any utilities, gangways, fences, doors, locks, or any other aspect of Westwood Village. Lessee shall take good care of the slip and, at the expiration or sooner termination of this Lease surrender and deliver the slip to Lessor in as good condition as when received by Lessor from Lessee, reasonable wear and tear excepted. Lessee shall not make any alterations, additions or improvements in or to the slip or marina.

The speed limit of 3 miles per hour must be observed by all persons operating Lessee's boat within the Marina premises.

Lessee agrees to equip his boat with adequate mooring lines and tenders and to comply with all governmental regulations relating to safety equipment. Lessee shall ensure that his boat is safely moored with lines adequate for weather conditions.

No commercial venture of any kind shall be undertaken from the Marina without the prior written consent of the Lessor.

All pets shall be kept on a leash at all times while on the Marina premises and all messes shall be cleaned up by the person accompanying the pet.

Children less than 12 years of age shall not be permitted onto the Marina docks, unless accompanied by an adult at all times. Children between the ages of 12 and 18 years of age shall act responsibly, or they will not be permitted to use the marina facilities.

Lessee shall keep the dock area adjacent to Lessee's slip clean and free of litter and nothing shall be stored thereon without the prior written consent of Lessor. Lessee shall maintain the dock area in such a manner so as not to create a hazard or personal discomfort to others.

No toilet facilities shall be used on the boat while in the Marina except those facilities complying with all U. S. Coast Guard and other federal, state or local regulations or requirements.

The dumping of any sewage, fuel, oil or other waste materials or substances from the boat is strictly prohibited. Lessee specifically agrees to indemnify and hold Lessor harmless from and against all claims, actions proceedings, damages and liabilities, including costs and attorney fees incurred by Lessor, arising from or connected with such dumping activities by Lessee, whether or not the dumping was intentional accidental or inadvertent.

Swimming or water skiing within the immediate Marina premises is forbidden.

Using the boat as overnight or temporary/permanent living quarters while docked at the Marina is forbidden, unless prior written consent is issued by Lessor.

The use of hazardous substances or engaging in hazardous activities, including but not necessarily limited to spray painting, welding, the use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment or practices is specifically prohibited.

The rights and responsibilities of this Lease are personal to the Lessee, and are granted only to those persons who have a right to occupy a condominium unit in the Westwood Village. Lessee shall not assign, sublet, transfer or permit the use of the assigned space to any party, other than a party who is occupying Lessee's condominium unit pursuant to a lease. In the event the slip is being used by a guest, agent or subleased, the herein Lessee shall remain responsible for any personal injury or property damage caused to Westwood property or to any third party by the operation of a boat from Lessee's slip. Lessee shall also ensure that the subtenant occupying Lessee's condominium unit is carrying appropriate liability insurance on its boat or watercraft and has provided proof of such insurance to Lessor prior to subtenant's use of the slip.

Rent for moorage space is payable in advance (before April 1st) for the entire boating season. If payment in full has not been received by April 1st, Lessor shall be entitled to lease the slip to others.

Lessor reserved the right to alter or amend the terms and conditions of this Lease from time to time by written notice to the boat owner or prominent publication by notice on the Marina premises and/or the mailbox hut.

Lessee understands and acknowledges that the lease termination day listed on this agreement is specific as to when the Lessee has the right to occupy the boat slip. Special arrangements, including the entering into a new lease agreement, will be required should the Lessee fail to vacate the slip upon the expiration date.

In the event that the Lessee fails to remove Lessee's boat within 10 days after the expiration/termination of the lease, the Lessor will have the right to impound the boat and use it as security for a possessory lien as described above under LIABILITY OF MARINA AND LESSEE.

The Army Corp of Engineers lowers the lake/river level in September. This results in the complete draining of all water from the Marina. It is Lessee's responsibility to monitor the lake/river level. Lessee must remove his or her boat from the Marina while there is sufficient water in the Marina but no later than the expiration of this lease.

All obligations and liabilities of Lessee remaining unpaid at the termination of this Lease, may be secured by a possessory lien in favor of Lessor, and the boat shall not be removed from the premises or from Lessor's possession until all charges have, in fact, been fully paid. Interest at the rate of 1½% per month (18% per year) will be added on all past due accounts. An account is past due after 30 days following the due date. In the event it is necessary for Lessor to consult an attorney or bring an action to enforce any of the Lessee's obligations and liabilities under the terms of this Lease Agreement, Lessee agrees to pay, in addition to damages, Lessor's costs and attorney fees in that process.

The failure of Lessor or its employees to enforce any of the terms, conditions or agreements contained herein shall not be considered to be a waiver of such term, condition or agreement, in the absence of an express written waiver by Lessor. If any provision of this agreement is deemed to be unenforceable by law or public policy, the remaining terms, conditions and agreements shall be deemed severable and enforceable according to their terms.

**BREACH**

Breach of the conditions of this Lease Agreement by the Lessee or by the operator of the boat berthed under this Lease Agreement shall automatically terminate this Lease Agreement at the option of the Lessor.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
LESSEE

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
LESSOR,  
By \_\_\_\_\_ (title)