

DOCK RENTAL AGREEMENT

THIS AGREEMENT is made at Pioneer Docks LLC as of the last date written below, by and between Pioneer Docks LLC and the first undersigned, with his/her agents, guests, family members, employees, heirs, executors, administrators and assigns (collectively the "owner")

1. BOAT DATA AND TERM.

1.1 This Agreement pertains only to the Owner's boat ("Boat") described in exhibit 1.1:

Make:

Model:

Year :

License NO:

Color:

LOA:

Note: LOA is the longest dimension of the boat and is to include railing,-swim platforms-or other appendages off stem of boat

Copy of proof of insurance attached? Yes _____ No _____

1.2 The term of this Agreement ("Agreement Term") shall commence on April 15, 20____ and terminate on November 1, 20 ____ weather and river conditions permitting unless earlier terminated as provided herein.

1.3 The assigned slip is rented to the owner specifically for the boat as described in Exhibit 1.1 and if the Owner acquires a new boat by trade or purchase, Pioneer Docks LLC shall be notified prior to placing the new boat in the slip and Pioneer Docks LLC will determine if the new boat may occupy the same slip or whether another slip should be assigned Owner, if available, Pioneer Docks LLC shall incur no liability whatsoever if another slip is not available to meet the requirements of any new boat acquired by Owner

2 Summer Dockage

2.1 Pioneer Docks LLC shall provide summer dockage for Owner's Boat. Owner acknowledges that Pioneer Docks LLC shall have sole discretion to designate (and periodically to change) the dockage space allocated to Owner's Boat. Such dockage space is to be used at the sole risk of Owner and Owner agrees that Pioneer Docks LLC shall not be liable for the care or protection of the boat, its appurtenances, or for any loss or damage of any kind or nature to the Boat, or contents, however caused

2.2 Owner agrees that this use of Pioneer Docks LLC space entails no warranty of any kind as to the condition of the parking areas, piers, walkways, gangways, ramps, boat walkways, or mooring gear (hereinafter all collectively referred to as "Common Areas"). Nor shall Pioneer Docks LLC be responsible for injuries to persons or property occurring upon Pioneer Docks LLC property for any reason. The license granted herein as to the use of the Common Areas shall be

non-exclusive and shall be shared with other boat owners, Pioneer Docks LLC, its employees, agents, or other designees.

2.3 Subject to other provisions herein, Owner's privileges include dockage and use of Common Areas.

2.4 Failure of Owner to remove his/her boat from Pioneer Docks LLC premises by end of the Season shall be deemed to an authorization of Pioneer Docks LLC to have the Boat removed and dry stored elsewhere at Owner's expense and risk.

2.5 Pioneer Docks LLC will make reasonable effort, but shall not be obligated, to provide access to Pioneer Docks LLC through the use of rampways, if practicable, during adverse river conditions, including but not limited to, high water. In no event shall Pioneer Docks LLC be liable for inability or failure to do so, there shall not be any rent abatement for failure to provide access during periods of adverse conditions. Owner shall use extreme caution during periods of adverse river conditions and Pioneer Docks LLC shall not be liable to the Owner, its invitees, agents, servants, guests or other parties during such periods of adverse conditions.

3. Fees and Charges

3.1 Owner shall pay Pioneer Docks LLC fees and other charges for the dockage at the rate of \$_____ such rate being calculated on the LOA +3 feet and the size of the slip assigned. The amount indicated above shall be due prior to docking of the Boat. Dockage fees to be paid hereunder as for the entire Season and are not refundable. If Owner does not pay the fees and charges herein stated, Pioneer Docks LLC shall have the right and option to terminate this Agreement and Agreement term at any time without notice.

3.2 If the summer moored Boat is not moved from Pioneer Docks LLC by November 1, 20 Owner will be charged a daily rate of twenty-five dollars (\$25.00) per day until Boat is removed. The fee charged hereunder shall not be deemed to create a right of holdover and the Pioneer Docks LLC retains all other rights to remove Boat and charge Owner in accordance with the other provisions of this Agreement. Boat slips will be available on a first come, first serve basis. No retention or guarantee owner will have the slip for next season is stated or implied.

3.3 In addition to all other fees and costs provided herein, if the Pioneer Docks LLC sues or is sued in tort or contract, or is otherwise, in any action arising out of or in relation to this Agreement and the Pioneer Docks LLC is the prevailing party by means of judgment, dismissal, or otherwise, whether or not such action, Pioneer Docks LLC shall recover its costs and expenses incurred because of said action, presented is a justifiable issue of law or fact, or whether or not Pioneer Docks LLC was a plaintiff or defendant in said action, including its reasonable attorney's fees, whether taxable or not, from the losing party

4. Owners Covenants

4.1 Owner shall not permit any solicitors, brokers, sales people or workers on are about the Boat while it is in the Pioneer Docks LLC unless previously approved by Pioneer Docks LLC and accompanied by the Owner or an authorized agent or Pioneer Docks LLC. Owner warrants that the Boat is used for pleasure or business entertainment only and that Owner is not in business of selling boats or any other type of marine equipment;

4.2 Rights and privileges granted under this Agreement are personal and not assignable by Owner nor any Owner sublet for any reason whatsoever, any attempt by Owner to assign his rights or privileges under this Agreement and the Agreement Term and in such event, Owner shall receive no refund on money paid.

4.3 Owner's Boat shall not be released from summer dockage unless and until Owner pays Pioneer Docks LLC any and all fees and charges required hereunder;

4.4 Owner hereby accepts and shall abide by Pioneer Docks LLC Rules and Regulations, which are attached hereto as exhibit 4.4 and incorporated herein by reference, and which may be periodically amended by Pioneer Docks LLC (in its sole discretion) and all other Pioneer Docks LLC rules, rules, regulations, and policies;

4.5 Owner hereby expressly assumes full responsibility for any and all loss damage to the Boat or Owner's other property or cause by Owner's Boat or other Property;

4.6 Owner covenants and agrees that all additional boats or crafts, including, but not limited to, runabouts, dinghies and life rafts much be placed on davits or physically upon the Owner's Boat so as not to extend beyond the Owner's Boat and Owner hereby covenants and agrees if such craft are not capable of being stowed or stored in accordance with this covenant, a spare slip, if available, will be reserved and contracted for with Pioneer Docks LLC

4.7 Owner authorizes the Pioneer Docks LLC to move the boast as may be required in the event of an emergency or to avoid loss or damage to Pioneer Docks LLC property and Owner further agrees that Pioneer Docks LLC shall not be liable for and damage to the Boat caused by such moving of the boat;

4.8 Owner agrees to keep Boat in a seaworthy condition, and shall create neither a fire hazard nor, an eyesore, nor a sinking hazard and Owner agrees to keep Boat properly moored;

4.9 Owner agrees not to permit any part of the Boat to extend into the waterway beyond the end of the dock;

4.10 Owner agrees to comply with all laws pertaining to provisions, speed limits, warning signs and any other indications of public or private safety; and

4.11 Owner agrees to have no illegal drugs on Pioneer Docks LLC property to include dock

5. Security Agreement

5.1 This agreement constitutes a security agreement whereby Owner (as Debtor) hereby grants to Pioneer Docks LLC (as Secured Party) a lien and security interest in and to Owner's Boat, together with any additions to and contents of such Boat, to secure payment of any and all amounts due Pioneer Docks LLC under this agreement. Owner further agrees that Pioneer Docks LLC has all the rights of secured party under Ohio Revised Code or under the laws of the United States.

5.2 The rights granted in this Article 5 are in addition to any and all other rights under the laws of the State of Ohio, laws of the United States, or any maritime law or common law

applicable to the situation, whether or not the same is for dockage, storage, or other services provided

6. TERMINATION

6.1 Pioneer Docks LLC may terminate this Agreement immediately upon written notice to Owner at Owner's last known address if Owner violates or permits violation of or fails to perform any of the Owner's Covenants, duties or obligations hereunder, including such duties and obligations as are contained in Exhibit 4.4 as periodically amended

6.2 Notwithstanding any contrary provision herein, the Pioneer Docks LLC may terminate this Agreement without notice if service has been, in the Pioneer Docks LLC sole and absolute discretion, interrupted by fire, windstorm, strike, civil insurrection, war, interruption of services, flood, or other natural calamity or Act of God and if the Pioneer Docks LLC so terminates this agreement there shall be no refund

6.3 In the event of termination of this Agreement and the Agreement Term and Owner fails to remove Owner's Boat and/or other property from Pioneer Docks LLC premises, Pioneer Docks LLC is hereby authorized to remove such Boat and property at Owner's expense and risk, to dry-store such Boat and property at any off-premises location at Owner's expense and risk, to take possession of and to re-let the dockage space and to retain any balance of pre-paid fees and other charges as liquidated damages. Charges for storage of the Boat and other property shall be equal to the transient docking rate then in effect or the third-party storage facility's charges, whichever is higher.

7. Insurance

7.1 Owner hereby covenants and agrees that it will, at all times during the term hereof, at Owner's own expense, carry and keep in full force and effect in companies satisfactory to Pioneer Docks LLC, public liability insurance in forms satisfactory to the Pioneer Docks LLC. Owner shall furnish, upon request, Pioneer Docks LLC a certified copy of policy. Failure of the Pioneer Docks LLC to request or the Owner to supply such certified copy shall in no event relieve Owner of such responsibility and Owner hereby agrees to hold harmless and indemnify the Pioneer Docks LLC for any loss to Pioneer Docks LLC resulting from failure to abide by or for breach of this covenant.

7.2 Owner, and every party claiming under Owner, hereby releases and discharges Pioneer Docks LLC from all claims and liabilities arising from or caused by any hazard covered by insurance in connection with the Boat, or activities conducted on the Boat, regardless of the cause of the damage or loss

8. MISCELLANEOUS

8.1 This Agreement is executed in the City of Marietta, State of Ohio and all disputes, controversies, and interpretive matters hereunder shall be governed by OHIO law.

8.2 The agreement constitutes the entire Agreement between Pioneer Docks LLC and Owner regarding the subject matter hereof and all other written or oral agreements, arrangements, representations, understandings, statements, and warranties regarding the subject matter hereof

are merged into and supersede by this Agreement. The Agreement may not be amended unless written instrument signed by both parties, except as provided in Section 8.4 herein.

8.3 The Rules and Regulations (attached hereto and incorporated herein by reference as exhibit 4.4) may be amended by Pioneer Docks LLC from time to time (in Pioneer Docks LLC sole discretion), for the safety, health and welfare of persons using dockage space. Notice of any such amendment shall be made by placing a copy of such amendment on or about assigned dock, or on Owner's Boat and shall be deemed to amend this Agreement automatically without further action by the Parties.

8.4 All provisions of this Agreement are severable and no provision hereof shall be affected by invalidity or other such provision

8.5 Owner hereby agrees that no fishing, seining or other non-boating activities will take place on Pioneer Docks LLC Common Areas during the months of the Season (April 15 — NOVI)

8.6 Owner hereby agrees to hold harmless and indemnify Pioneer Docks LLC for all losses, damages, and costs of defense (including reasonable allowance for attorney fees) resulting from any claim, cause of action, or other loss by reason of Owner's failure to abide by this covenant

8.7 If Owner has pets, Owner is responsible for the pet and its actions. Pet owners are required to pick up after their pets and properly dispose of all droppings

8.8 Owner hereby agrees all boating and marine equipment (water hoses are acceptable providing they are on a secured hose reel) will be properly stored on Owner's Boat. Any items left on the Pioneer Docks LLC will be considered abandoned and will be disposed by Pioneer Docks LLC. Any cost associated with disposal will be at the Owner's expense.

In WITNESS HEREOF, the parties have executed this Agreement _____ this
_____ day of, 20

Pioneer Docks LLC

OWNER: _____

By: _____

Title: _____

Address: _____

Pioneer Docks LLC

111 W Montgomery St

Phone: _____

Marietta, Ohio 45750

Make checks payable to :
Pioneer Docks LLC
712 Marietta Lane
Marietta Ohio 45750

Nathan McVey
740-434-8405

DEPOSIT FOR KEY TO DOCK ENTRANCE

KEY#

DATE:

SIGNATURE:

ADDRESS TO SEND CHECK TO AFTER YOU RETURN YOUR KEY SO YOU CAN GET
DEPOSIT BACK.

*DEPOSIT WILL BE REFUNDED WHEN KEY IS RETURNED

