

**MATSON LANE DOCK ASSOCIATION, INC.
BOAT SLIP AGREEMENT**

This Agreement made this _____ day of _____, 202__, by and between MATSON LANE DOCK ASSOCIATION, INC. a Missouri Not-For-Profit Corporation, (hereinafter referred to as "First Party") _____ and _____, (hereinafter referred to as "Second party").

WITNESSETH:

Upon and subject to the terms, provisions, limitations, covenants, agreements and conditions hereinafter set forth, First Party hereby Leases unto Second Party, and Second Party hereby accepts possession of the following described premises (hereinafter referred to as the "Premises"), as now or hereafter constructed, to-wit:

Parcel 1: An undivided 1/10th interest in and to Dock _____, subject to a right of way in connection with 9 other parties who likewise lease slips within Dock _____, for ingress and egress over, across and upon said dock.

Parcel 2: All of that space or area which lies within the sides of Boat well # _____, Dock _____, said Boat wellbeing located substantially as shown on the Dock Plan thereof, attached to this Agreement as Exhibit A and incorporated herein as if set forth verbatim.

Parcel ____: Personal Water Craft (PWC) location _____, said PWC location substantially as shown on the Dock Plan thereof, attached to this Agreement as Exhibit A and incorporation herein as if set forth verbatim.

ARTICLE I

PREMISES: The use by Second Party of the Premises shall include the right of use of the Common Areas defined as the docks, dock patios, concrete parking area, common area for parking at the top of the hill adjacent to the docks and the road from the common dock land to the parking at the top of the hill adjacent to the docks. Use of the Common Areas as described herein is subject to the terms of this Lease and the reasonable rules and regulations for the use thereof as prescribed and posted from time to time by First Party.

ARTICLE II

TERM: Second Party shall have the right to have and hold the Premises, subject to the reasonable rules and regulations for the use thereof as prescribed from time to time by First Party, and subject to the restrictions, provisions, conditions and limitations herein contained, for so long as Second Party shall be an owner of real estate in Matson Ranch, Kahala Estates, Woodlake Estates, Oakwood Hills Estates and The Reserve at Oakwood Hills, all subdivisions in Camden County, Missouri, or any amended plat thereof, or Second Party shall be an owner of real estate that is not situated in one of the subdivisions described above but whose real estate is surrounded by one of these subdivision and accessed by Matson Lane, unless sooner terminated as herein provided.

Furthermore, Second Party acknowledges and understands that the Premises are subject to a Declaration of Restrictions, Covenants and Conditions of Matson Lane Dock Association, Inc. recorded at Book 687, Page 783 of the Camden County Recorder of Deed's Office and an Amended and Restated Declaration of Restrictions, Covenants and Conditions of Matson Lane Dock Association, Inc. recorded at Book 812, Page 374 of the Camden County Recorder of Deed's Office and Second Party agrees to be bound by and adhere to the applicable terms as outlined in both of those documents.

ARTICLE III

CONSIDERATION: The Second Party shall pay to the First Party, Total Purchase Price, with a division of payment as detailed herein; an Initial Down-Payment for the Premises, the sum of _____ (\$_____) Dollars, said Initial Payment to be paid to First Party in advance on the date of closing of this Agreement at the First Party's principal place of business or at such place as First Party shall designate in writing, and the remaining difference from Total Purchase Price and Initial Down-Payment shall become due and payable from Second Party to First Party when First Party shall execute a purchase agreement with the dock building company. First Party shall provide notice to Second Party of Total Purchase Price being called due and payable and Second Party shall remit remainder of Total Purchase Price (being Total Purchase Price less Initial Down-Payment), the sum of _____ (\$_____) Dollars, to First Party within fourteen (14) days of receiving said notice from First Party.

As of the date of execution of this Agreement, the Total Purchase Price due for the Boat Slips are as follows:

\$40,320.00 for a 12 x 32 slip;
\$47,520.00 for a 12 x 36 slip;

Jet Ski Slips lifts include a Jet Ski roll-on Lift which Second Party becomes the owner of once purchased and thereafter leases the slip where the Jet Ski Lift is attached to the dock.

\$5,000 if Second Party is a Boat Slip Lessee.
\$6,500 if Second Party is NOT a Boat Slip Lessee.

*****These Initial Payment amounts are subject to change at the discretion of First Party.**

ANNUAL ASSESSMENTS: In addition to the above payment, and as part of the consideration paid to First Party by Second Party, Second Party agrees to pay annually in advance, Second Party's pro-rata share of the annual assessment required to meet the common expenses for management, repair, maintenance, upkeep, property taxes, if any, and insurance on said Dock. The annual assessment is \$ _____ per year and is due June 1 of each year. In the event that Second Party enters into this Agreement after June 1 of any given year, Second Party's annual assessment will be prorated as of the 1st of the month following execution of this Agreement for Second Party's first Annual Assessment.

ARTICLE IV

USE OF PREMISES: The Premises shall be used and occupied by Second Party, Second Party's family, agents, servants, employees and invitees, solely as a dock for Second Party's boat and for no other boat, sunbathing, swimming and fishing, and for no other purpose without First Party's prior written consent. Second Party shall fully comply with all rules, regulations and laws of any governmental authority with respect to said use and occupancy, and with all rules and regulations of First Party, and shall not use and occupy the Premises so as to violate in any manner any of the exclusive or non-exclusive rights of other parties, their families, agents, servants, employees or invitees, of the Dock of which the Premises is a part.

ARTICLE V

REPAIRS, MAINTENANCE AND ALTERATIONS:

(a) SECOND PARTY RESPONSIBILITIES: Second Party shall, at all times during the term of this Agreement, or any holding over, be responsible, in common with all other parties of said Dock for paying: (1) for all structural repairs to any part of the exterior of the dock of which the Premises are a part, including the roof and supporting pillars, frame, decks, and pontoons; (2) for repairing any interior portion thereof resulting from a structural defect; (3) for repairing or replacing any appurtenance thereto rendered unfit for use; (4) for keeping the whole and every part of the Premises in good repair, including painting and replacement of all worn-out parts of the exterior and interior of said dock; and (5) for a management fee for the performance of administration functions for said Dock. First Party shall have the right to do any repairs which are reasonable and necessary, and Second Party, in common with all other parties of said dock shall pay for the same. Second Party shall pay First Party, his pro-rata shares of the cost of making such repairs, within 30 days after receipt of written demand therefore by First Party.

(b) SECOND PARTY'S ALTERATIONS: Second Party shall not alter the Premises and shall not install any fixtures or equipment to be used in connection with Second Party's use of the Premises, which affect the Premises in any manner, without first obtaining the written approval of First Party to the installation of such fixtures and equipment, and the First Party's approval of the manner in which said fixtures and equipment are to be installed and located on the Premises.

ARTICLE VI

CARE OF PREMISES: The Second Party agrees to use reasonable diligence in the care of the Premises and to surrender the Premises at the expiration of this Agreement, or any holding over thereof, in substantially the same order and in as good condition as when received, normal wear and tear excepted.

ARTICLE VII

INSURANCE:

(a) PROTECTION AGAINST LIABILITY: Second Party shall protect, indemnify and save First Party and the other parties who may have an interest in the boat dock slip of Second Party is located harmless from and against all liability and expense of any kind arising from injuries or damages to persons or property upon the leased Premises or upon the common areas or approaches adjacent thereto, arising out of or resulting in any way from any act or omission of Second Party, Second Party's agents, servants, employees or invitees, and in the use of the Premises of any property adjacent thereto during the term of this lease. Second Party agrees to give notice promptly to First Party of any action, proceeding or suit against First Party or Second Party. In the event that First Party shall be made a party to any action for damages, with which Second Party has herewith agreed to indemnify First Party against, Second Party shall provide effective counsel in such litigation, and shall pay all costs and attorney fees in connection with such litigation. First Party agrees to maintain, at Second Party's pro-rata expense, at all times during the Agreement term, or any holding over thereof, full liability insurance properly protecting and indemnifying First Party and Second Party in an amount not less than \$1,000,000.00 for injury or damage to persons, and not less than \$15,000.00 for damage or destruction of property, all written by insurers licensed to do business in the State of Missouri.

(b) FIRE AND EXTENDED COVERAGE: First Party agrees to maintain, at Second Party's pro-rata expense, full fire and extended coverage insurance, insuring the Premises against loss or damage from fire, wind or other damage usually included with a fire and extended coverage policy.

(c) INCREASE IN INSURANCE PREMIUMS: Second Party agrees not to keep or use in or upon the Premises, any article or goods which may be prohibited by the standard form of fire insurance policy. Second Party agrees to pay Second Party's pro-rata share of any increase in premium for liability, fire and extended coverage insurance that may be charged during the term of this Agreement, or any holding over thereof, on the amount of such insurance.

ARTICLE VII

PROPERTY AT RISK OF SECOND PARTY: Second Party agrees that all property in, on or about the Premises shall be at the sole risk and hazard of Second Party. Without intending hereby to eliminate the generality of the foregoing, Second Party agrees that First Party shall not be liable or responsible for any loss of or damage to Second Party or anyone claiming under or through Second

Party, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, gas, oil, boat or other apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating on the Premises or elsewhere, irrespective of whether or not First Party may be deemed to have been negligent with respect thereto.

ARTICLE IX

LOSS BY FIRE OR OTHER CASUALTY: In the event of the partial destruction of the dock by fire or any other casualty, or, if the Premises shall be so damaged by fire or other casualty or happening as to be substantially destroyed, then the Agreement shall remain in full force and effect and First Party shall proceed with all reasonable diligence to repair and replace the Premises to the condition they were in prior to the date of such destruction, with the proceeds of any insurance policy or policies then in force. In the event that the proceeds of such policy or policies are insufficient to repair and replace the Premises to the condition they were in prior to the date of such destruction, Second Party agrees to pay Second Party's pro-rata share of the insufficiency as determined by First Party.

ARTICLE X

ASSIGNMENT AND SUBLETTING:

(a) Neither this Agreement, nor any interest therein, nor any estate created hereby, shall pass to any Trustee or Receiver in bankruptcy, or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. Second Party shall not assign, transfer or encumber this Agreement, or any part thereof, except as set forth in subparagraph (b) hereof, without written consent of First Party first obtained and shall not sublet or allow any other tenant to come in with or under Second Party without like written consent. Provided, however, that no such assignment, transfer, encumbrance or subletting shall operate so as to relieve Second Party of Second Party's duties, liabilities and obligations under the terms of this Agreement. Consent of First Party to one assignment or subletting of the Premises shall not constitute a waiver of First Party's rights hereunder.

(b) First Party agrees that Second Party may assign, at any time, all of Second Party's right, title and interest in and to this Agreement to another, for value, provided:

- 1) The proposed assignee is an owner of real estate in Matson Ranch, Kahala Estates, Woodlake Estates, Oakwood Hills Estates or The Reserve at Oakwood Hills, all subdivisions in Camden County, Missouri, or any amended plat thereof or Second Party shall be an owner of real estate that is not situated in one of the subdivisions described above but whose real estate is surrounded by one of these subdivisions and accessed by Matson Lane;
- 2) Second Party shall first obtain written consent to said assignment from First Party, which consent shall not be unreasonably withheld;
- 3) Second Party shall not be in default with any of the provisions of this Agreement, nor in default with any of the provisions of any Declaration and/or By-Law governing

Matson Ranch, Kahala Estates, Woodlake Estates, Oakwood Hills Estates or The Reserve at Oakwood Hills, all subdivisions in Camden County, Missouri; and

4) The assignment of this Agreement is subject to the terms, provisions, limitations, covenants, agreements and conditions of this Agreement;

5) All proceeds of the assignment of this Agreement by Second Party, to an assignee procured by Second Party, shall belong to Second Party, less payment of any annual assessments then due to First Party;

6) Upon the assignment of this Agreement, Second Party agrees to assign to assignee all of Second Party's rights in and to all insurance policies then in effect, and all proceeds thereof, if any be then payable, all as provided for in Article VII herein.

(c) Unless sooner terminated, as set forth herein, Second Party agrees that this Agreement shall terminate, without further notice from First Party, upon the date that Second Party shall no longer own real estate in Matson Ranch, Kahala Estates, Woodlake Estates, Oakwood Hills Estates or The Reserve at Oakwood Hills, all subdivisions in Camden County, Missouri or Second Party no longer owns property which is not situated in one of the subdivisions described above but whose real estate is surrounded by one of these subdivision and accessed by Matson Lane.

ARTICLE XI

DEFAULT AND RE-ENTRY: The failure on the part of Second Party to pay any assessment due hereunder within ten (10) days after the same shall become due, or any failure of Second Party to promptly and faithfully keep and perform each and every other covenant, condition, agreement and obligations of this Agreement on the part of Second Party to be kept and performed for more than thirty (30) days after written notice of such default shall have been given to Second Party, shall, at the option of First Party, cause the forfeiture of this Agreement, without, however, releasing Second Party from liability, as hereinafter provided, and if such default shall not be corrected, possession of the leased Premises and all improvements thereon shall be delivered to First Party, and thereupon First Party shall be entitled to and may take immediate possession of the Premises, an other notice or demand being hereby waived. Second Party agrees to quit and deliver up possession of the Premises and title to all improvements and equipment thereon to First Party or First Party's assigns, successors or agents, when this Agreement terminates by limitation or forfeiture and Second Party agrees that the Premises shall be substantially in as good condition as received, normal wear and use excepted. It is hereby understood and Second Party hereby covenants to and with First Party, that any forfeiture, annulment or voidance of this Agreement shall not relieve Second Party from the obligation to make the payment of assessments of all common expense hereinbefore reserved, at such time and in the manner aforesaid, and in case of any default by Second Party, First Party may relet the Premises as the agent for and in the name of Second Party, at any rental readily acceptable, applying the proceeds and avails thereof first to the payment of such expense as First Party may incur by such reentering, and then to the payment of such assessments as the same may from time to time become due and toward the fulfillment of the other covenants and agreements to Second Party herein contained, and the balance, if any, shall be paid to Second Party, and Second Party hereby covenants and agrees that

if First Party shall recover to take possession of the Premises as aforesaid, and be unable to relet the same so as to realize a sum equal to the assessments hereby reserved, Second Party shall and will repay to First Party any and all loss or difference of assessment for the residue of the term. Second Party shall also repay to First Party any and all expenses including First Party's attorney fees in enforcing the provisions of this Agreement. Subject as aforesaid from and at all times after the date of which Second Party shall breach this Agreement or be deemed to have breached the same in any manner, without the same having been corrected within the period of grace hereinbefore allowed for correction thereof:

(a) First Party shall have the right to reenter the Premises and all improvements thereon; to assume and take possession of the whole or any part thereof, and to remove all persons or property therefrom, by direct or summary action, or in a different type of suit or proceeding, by force or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for damages therefor in connection therewith, and, after demand made therefore, Second Party or anyone in possession claiming under Second Party shall be deemed guilty of unlawful detainer subject to such summary or other action as may be provided by law, and

(b) First Party, irrespective of the date on which his right of reentry shall have accrued or be exercised, shall have the right, exercisable without notice to or demand upon Second Party or any other person, whether for assessments or possession or otherwise, to forfeit this Agreement and terminate the estate of Second Party created hereby. In any event and every event First Party shall not be deemed to have accepted any surrender of the Premises or of the estate created hereby from Second Party, or anyone acting in Second Party's behalf, unless First Party by an agreement in writing shall declare explicitly that it intends thereby to effect acceptance of a surrender and to release Second Party from liability.

ARTICLE XII

NOTICE: any notice, other than official legal notices as required by law, may be given by one party to the other by E-mail at the following E-mail addresses:

First Party: _____

Second Party: _____

ARTICLE XIII

WAIVER: Waiver by First Party of any default, breach or failure of Second Party under this Agreement shall not be construed as a waiver of any subsequent or different default, breach or failure.

ARTICLE XIV

FIRST PARTY'S RIGHT OF ENTRY: First Party reserves the right at all reasonable times during the term of this Agreement for First Party or First Party's agents to enter upon the Premises for the purpose of inspecting and examining the same, and to show the same to prospective second parties, and to make such repairs, alterations, improvements or additions as First Party may deem necessary or desirable.

ARTICLE XV

QUIET ENJOYMENT: First Party covenants and agrees to and with Second Party that, the assessments being paid in the manner and at the time herein prescribed, and the covenants and obligations of Second Party being all and singular kept, fulfilled and performed, Second Party shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises herein described so long as this Agreement remains in force, without hindrances, disturbance or molestation from First Party. Swimming, sunbathing and fishing are permitted by Second Party or Second Party's guest or invitees on the Premises.

ARTICLE XVI

NOTICES: All notices which are to be made by either party to the other, shall be made by depositing such notice in the certified mail of the United States of America, and such notice shall be deemed to have been served on the date of such depositing in the certified mail unless otherwise provided herein. All notices to First Party shall be made at First Party's principal place of business, and all notices to Second Party shall be made at such address as Second Party may from time to time designate in writing to First Party.

ARTICLE XVII

MAINTENANCE AND USE OF COMMON AREAS:

(a) COST OF MAINTENANCE. Second Party shall pay, in advance, Second Party's pro-rata share of the estimated annual cost of operating and maintaining all common areas and facilities on the dock of which the Premises are a part. First Party shall furnish Second Party a statement showing all items of cost and the basis for computation of Second Party's next estimated assessment for the next calendar year at the end of each present calendar year, and Second Party shall pay the same to First Party as provided herein.

(b) CONTROL OF COMMON AREAS: All common areas and facilities of the Dock for the common use of Second Party and the other parties to said dock, shall at all times be subject to the exclusive control and management of First Party, and First Party shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of all such common areas and facilities.

ARTICLE XVIII

SUCCESSORS: The provisions, covenants and conditions of this Agreement shall bind and inure

to the benefit of the legal representatives, successors and assigns of each of the parties hereto, except that no assignment or subletting by Second Party without the written consent of First Party shall vest any right in the assignee or sub-lessee of Second Party.

ARTICLE XIX

NO PARTNERSHIP: It is understood and agreed, and the parties hereby declare, that First Party does not in any way or for any purpose become a partner, agent or joint adventurer with Second Party and in the conduct of Second Party's use of the Premises, and that the provisions of this Agreement relating to the assessments payable hereunder are included solely for the purpose of providing a method whereby said assessments are to be measured and determined.

ARTICLE XX

PARTIAL INVALIDITY: If any term or condition of this lease or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of this Agreement in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XXI

COMPUTATION OF PRORATA SHARE: Second Party's "pro-rata share" of any cost, tax, assessment or premium to be paid as herein set forth, shall be equal to the product obtained by multiplying such cost, tax, assessment or premium by a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of other parties of boat slips in the dock in which Second Party's boat slip is located.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

By: _____
Print Name:
MATSON LANE DOCK ASSOCIATION, INC.
FIRST PARTY

STATE OF MISSOURI]
 ss
COUNTY OF CAMDEN]

On this ____ day of _____, 202__, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of MATSON LANE DOCK ASSOCIATION, INC. a Missouri Not-For-Profit Corporation, and said _____ acknowledged that he executed said instrument as President and that said instrument to be the free act and deed of said MATSON LANE DOCK ASSOCIATION, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Notary Public

My Commission Expires: _____

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Print Name:

Print Name:

SECOND PARTY

STATE OF MISSOURI]
 ss
COUNTY OF _____]

On this _____ day of _____, 20__, before me personally appeared _____ and _____, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Notary Public

My Commission Expires: _____