



Personal Watercraft / Boat Slip Rental Agreement and Rules & Regulations

The term "J.W." is used herein to indicate any amenities and docks owned by J.W. Holdings, Inc., Craddock Oaks Developers, Inc., and/or M&J Developers, Inc. (or successors) or any person authorized to represent said amenities or docks, located at Mariners Landing at Smith Mountain Lake in Huddleston, Virginia. The word "Tenant" is used herein to indicate the watercraft owner and amenities user (or his/her authorized representative) *and qualified immediate family members*. The word watercraft is used to represent Personal Watercraft or Boat. All guests must be accompanied by Tenant at all times.

This agreement includes use of the following facilities at Mariners Landing: the boat slip to which the Tenant has been assigned, private boat launch (*only* for the boat or personal watercraft for which a slip is rented), dock parking, bathrooms, and dump station.

Two key cards will be issued, which allow access to the bathrooms adjacent to the docks. Each card has a unique serial number and may not be duplicated. (One key will be issued for the padlock which secures the electric switch to the assigned slip.) Any additional cards or replacement key will cost the Tenant \$20 each. Upon termination of amenities use privileges, the cards will be deactivated and cards and key should be returned to J.W. If Tenant requests the assigned slip be unlocked by J.W., a service fee may apply.

Tenants must comply with the terms of this agreement, all State, County and Lake laws, and Mariners Landing rules and regulations at all times. Any citation issued to Tenant or Tenant's guests on the Lake, or any infraction of these or any posted rules and regulations shall, at the option of J.W., cancel this contract upon seven (7) days notice. In such circumstances, a pro-rated amount *may* be refunded. This refund will be "short-rated" depending upon the infractions that caused written notice of cancellation to be given to the Tenant. (If there is damage or abuse to the facilities, employees, other Tenants, guests, etc., and the Tenant is responsible, in the judgment of J.W., for monetary repair, the pro-rated amount will be withheld to the extent of damage. Any amount owed beyond the pro-rated amount will, additionally, be the Tenant's responsibility.) The hours of operation and any additional rules will be posted.

Please note:

1. No running or roughhousing is allowed.
2. Consumption of alcoholic beverages is not permitted on the docks, beaches, or posted areas.
3. For safety reasons, glass containers shall not be permitted while using amenities.
4. Pets must be leashed or confined at all times and are not allowed in the enclosed amenities.
5. For safety reasons, no swimming, diving, or fishing shall be permitted in the boat slip areas. Swimming and fishing are only permitted in areas designated by J.W. and always at your own risk. Sunbathing is not permitted on walkways.
6. No outdoor fires of any kind will be allowed except in grills provided by J.W. in the picnic areas.
7. Go-carts, mini-bikes, mopeds, all-terrain vehicles, and other unlicensed recreational vehicles are not permitted unless prior written approval has been granted by J.W.
8. Laundry shall not be hung on watercraft or any part of the facilities.
9. The rental fee includes moderate use of electricity and non-potable water. Prolonged use on watercraft of electric heaters, air conditioners or refrigerators is allowed only by special agreement with J.W. and will be billed at a fair rate.
10. Staying on your boat overnight is allowed only by written agreement with J.W. for limited occasions.
11. **Fueling of watercraft at the docks is not permitted because of the danger of fire.**
12. Advertising, *For Sale* signs, soliciting, or commercial ventures of any kind shall not be allowed without prior approval of J.W.

The Tenant agrees to conduct his activities at all times when on J.W. property or the lake waters adjoining, so as to create no annoyance, hazard or nuisance to the property or to others. This involves attire; conduct; noise level; use of radios, TVs and other sound equipment; observance of good housekeeping and sanitation practices (no dumping of raw garbage, sewage, soaps or other cleaners into or otherwise polluting the lake); and the use of garbage and trash receptacles, as deemed appropriate by J.W.

No "outside" contractors or service organizations or individuals will be permitted to undertake any work on watercraft on the premises without the approval of J.W. Welding, burning, sanding, spray-painting or any other activity that may cause damage to the facilities or other boats are specifically prohibited and forbidden. Tenant acknowledges that, from time to time, J.W., at its sole option, may cause repairs or maintenance to the boat slips and moorings and that Tenant's watercraft may have to be temporarily removed.

When a watercraft enters the dock area, it immediately comes under the jurisdiction of J.W. and shall be berthed only where permitted and maneuvered as directed. The watercraft shall be operated at no wake speed in and immediately surrounding the boat slip area. Limited courtesy dock mooring privileges are available for use in posted areas only. Vehicle parking for mooring areas or rental slips shall be in designated areas only.

The watercraft will only be entered by J.W. for emergency purposes. **J.W. is in no way responsible for the Tenant's watercraft.** J.W. will make reasonable efforts to contact a boat owner and notify him of dangerous conditions requiring his attention, including severe weather, but J.W. assumes no responsibility for protection and/or damages to the Tenant's boat, including tending mooring lines, the berthing height of the lift or moving boats in or from the berths to which they are assigned. However, if J.W. does so act

to protect or preserve the watercraft or the facility, the Tenant may be required to **reimburse J.W. for its costs** with a minimum fee of \$25 in each such instance.

J.W. shall assume no responsibility for the lake levels, which may affect your ability to use the slip to which you have been assigned. AEP states the water level may rise above the 800' contour or fall as low as 787'. J.W. makes no guarantee about slip access from the water and does not refund any portion of slip rental fees for non-use due to water levels.

Tenant shall immediately notify J.W. of the necessity for repair of piers or any part of the facilities or of any potentially dangerous conditions requiring attention. Tenant shall not alter or attach anything to piers, slips, fixtures, or other facilities without approval from J.W. Tenant or Tenant's guests shall not place supplies, materials, accessories or debris on walkways and shall not construct or install thereon any lockers, chests, cabinets or similar structures, or store personal property upon walkways and piers. Tenant will be held responsible for damage they or their guests may cause to the facilities and structures or the property of others.

To be admitted and to continue as a Tenant of the boat slips, a watercraft must be: (a) Legally registered, identified and equipped as prescribed by law. (b) **Insured. A current certificate of insurance shall be on file with J.W.** (c) Subject to periodic inspection by J.W. or its agent to determine the maintenance of proper safety conditions. This inspection implies no obligation by J.W. or its agent as to the corrections of the boats' maintenance or safety conditions.

The Tenant acknowledges that J.W. has described, prior to contract execution, the maximum watercraft sizes allowed in our slips: Standard Slip: beam 8 ½ feet, length 24 feet max., weight up to 5,000 pounds. Heavy Duty Slip (HD): beam 10 feet, length 24 feet, weight may take up to 10,000 pounds, depending on boat weight distribution. The Tenant agrees that their craft satisfies these requirements and that the assigned berthing place is adequate for the safe mooring of their watercraft.

J.W. reserves the right, in its sole discretion, on seven (7) days notice to the Tenant, to assign the Tenant a slip other than that designated herein. Upon receipt of such notice, Tenant may cancel this agreement whereupon J.W. will refund rental fees paid pursuant to this agreement on a pro-rata basis.

J.W. reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice to the Tenant and/or prominent publication. No failure of J.W. to enforce any of the terms and conditions herein shall be considered a waiver of such term or condition in the absence of an express written waiver by J.W.

Tenants agree to display Mariners Landing identification on their vehicle(s), as required, and to provide proper identification for Tenant and his/her guests to J.W. upon request.

Further comments and agreements between the Tenant and J.W.:

This rental Agreement shall not be cancelled by Tenant unless a suitable replacement Tenant, approved by J.W., can be obtained promptly, in which case prorated reimbursement for the unused rental will be made to the original Tenant. No sub-letting or transfer of boats between slips will be allowed by the Tenant and, except with prior written permission of J.W., no boat except the one represented in this agreement may occupy the assigned slip. Upon termination of this Agreement, for any cause, Tenant will immediately remove all property owned by the Tenant or his/her guests or invitees. If such property is not so removed, J.W. shall have the right to have such property removed and stored and/or disposed of at the sole risk and expense of the Tenant.

This rental Agreement will be automatically renewed on March 1 of each year upon payment of the annual fee in a timely manner, unless written notice is given to the contrary by either party at least 30 days prior to the expiration of the current term. However, J.W. reserves the right to cancel this Agreement at any time, with 30 days notice, for all non-owners of the Mariners Landing Community Association. Prorated reimbursement may be made, if cancelled by J.W. before the end of the term, as long as cancellation is not the result of an infraction, as noted above.

J.W. shall assume no responsibility for supervision of any activities of its Tenants, their guests, or other users. Supervision of children at all times is the sole responsibility of parent(s) or guardian(s).

J.W. shall not be liable to any Tenant or guest for personal injury or property damage from theft, vandalism, fire, natural elements or other causes sustained as a result of the operation of Tenant's watercraft or use of the facilities.

I (we), the undersigned, understand that there are risks inherent in water-based activities. Activities in and around swimming areas can result in injury or death to participants. These accidents can involve falling injuries from slippery surfaces, diving injuries, accidental drowning or other misfortunes. Boat docks also present the opportunity for accidental injury or death. These risks include falling on the docks or falling off the docks, falling into the water with the possibility of drowning, being crushed between the boat and the dock and having boats or equipment fall onto me (us).

Likewise, I (we) understand that there are risks inherent in land-based activities such as walking or jogging on trails or roadways or using restroom facilities. Potential accidents include, but are not limited to tripping, slipping, falling, being pinched or hit by moving equipment or vehicles.

I (we) hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in water-based or land-based activities at or near Mariners Landing at Smith Mountain Lake.

I (we) hereby warrant and represent that I (we) have no physical or mental disability, impairment or ailment preventing me (us) from engaging in active or passive exercise or that will be detrimental to my (our) health, safety or physical condition or that of any other Tenant or guest associated with the Tenant, if I (we) do so engage or participate.

I (we), the undersigned, agree to hold harmless and indemnify J.W. and/or any officers, directors, employees or agents thereof from (i) any claims or other loss related to any injury or death and (ii) any court costs and reasonable attorney's fees that may result from or in any way be related to any use of J.W. facilities permitted under the license granted to me (us), members of my family or my guests pursuant to this agreement.

The Primary Tenant shall be responsible for informing all his/her users allowed by this agreement of the responsibilities noted in this agreement.

It is agreed that this contract is performable and venue shall be in Bedford County, Virginia. All notices required by this Use Agreement or the Law shall be to the addresses stated herein. Tenant agrees to notify J.W. within ten (10) days of any change in any of the information required by this Agreement.

Tenant's Signature _____ Date ____/____/____

In consideration of the sum of \$_____, paid on this _____ day of _____, 20____,

J.W. allows _____(primary member♦) and immediate family

(print all eligible members _____)

usage of certain amenities and watercraft slip #_____ at Mariners Landing at Smith Mountain Lake, upon the terms and conditions set forth in this "Personal Watercraft/Boat Slip Rental & Amenities Use Agreement".

♦Corporate ownership: If initiation fee is paid, amenities may be used by up to two business partners and their immediate families (including children under 21 and students up to 24 years of age) as long as one annual dues fee is paid. Each additional owner or key employee must pay separate dues. All such users must be registered with J.W.

Agreement begins ____/____/____ and renews the 1st day of March of each year thereafter.

Tenant's Name _____ Phone (____)_____

E-mail Address _____ Fax (____)_____

I wish do not wish to receive email newsletters and general information from Mariners Landing. (If you select "do not wish", your email address will only be used for boat slip communications.)

Mailing address _____

City _____ State _____ Zip _____

In case of emergency, notify _____ Phone (____)_____

(For watercraft weight and length limitations, reference bold text in 3rd paragraph on page 2 of this agreement.)

Watercraft—Length _____ Weight _____ Tag # _____

Year _____ Make/Model _____ Color _____

This watercraft does does not have marine sanitation equipment. If so, Tenant warrants that the mechanical ability to dump sewage in the Lake has been disabled or sealed by a qualified party. If such devices have not been disabled, Tenant warrants that they will be disabled by _____(date).

Do you wish to store your boat trailer at Mariners Landing (not included with slip rental)? Yes No

Insurance Co. _____ policy# _____ Agent & tel# _____

I authorize my insurance agent to release proof of insurance directly to J.W. upon J.W.'s request.

Tenant's Signature _____ Date ____/____/____

For J.W. Office Use: Slip # _____ Payment \$ _____ Received ____/____/____ Cert. of Ins. rec. ____/____/____
Lift key given to Tenant ____/____/____ Authorized Signature _____ Date ____/____/____

J.W.H looks forward to serving you and will be happy to answer any questions or concerns you may have.

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