

Dock/Slip # _____

Initial Rental Amount _____

**TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
COMMON DOCK SITE LEASE AGREEMENT
(Revised 10-29-2024)**

Lessee (Contact Lessee)

Lessee

Lessee

Lessee

Address (to be used for correspondence/billing):
Street: _____
City: _____ State: _____ Zip: _____

Email Address: _____
Phone (Home): _____
Phone (Other): _____

Emergency address:
Street: _____
City: _____ State: _____ Zip: _____

Emergency Phone: _____

Boat description (the "Boat"):

Make: _____ Year: _____ Type: Pontoon Runabout Deckboat
 Cruiser Other: _____
Length _____ ft. Beam _____ ft. TWRA "TN" REGISTRATION # _____

Insurance Comp./Agt.: _____

Phone: (____) _____

Policy Number: _____ Limit \$: _____ Exp. Date: _____

This Lease Agreement is made this _____ day of _____, 20____, (this "Agreement") by and between Tellico Village Property Owners Association, Inc. ("TVPOA") and the above-named lessee(s) (collectively, "LESSEE").

WITNESSETH: In consideration of the terms and conditions stated in this Agreement, TVPOA hereby leases unto LESSEE the following described dockage, together with all necessary rights of ingress and egress thereto (the "Leased Slip"), located at:

DOCK & SLIP NO.: _____ **SIZE:** _____ x _____ (approx.)

FULL SERVICE: No Yes.

1. **TERM.** The initial term of this Agreement is for a period of approximately _____ months, beginning on the _____ day of _____, 20____, and ending on December 31, 20____. Thereafter, this Agreement shall automatically renew on a calendar year-to-year basis at the rental rate provided for under **Section 2** of this Agreement, unless either party gives notice of termination of this Agreement on or before the December 15th immediately prior to its renewal.

2. **LEASE PAYMENTS; LATE FEES AND REFUNDS.** LESSEE agrees to pay TVPOA an annual rental of \$_____ for the Leased Slip (the “**Rental**”). The Rental for an initial term that is less than a full calendar year shall be prorated (calculated on a whole month basis) in accordance with the number of months in the initial term. The Rental for any renewal term may be increased by TVPOA prior to the beginning of that renewal term provided notice of such increase is given to LESSEE at least fifteen (15) days prior to the commencement of the renewal term. Rentals shall be paid in advance, and Rentals for renewal terms shall be due on or before January 15th of the renewal term. Rental checks shall be made payable to “Tellico Village POA”. Notwithstanding the above, TVPOA may also increase the Rental as of the first of any month during any term by providing at least sixty (60) days prior notice to LESSEE and invoicing LESSEE for the increased portion of the Rental.

LESSEE agrees that in addition to all other remedies of TVPOA in this Agreement and pursuant to law, in the event any Rental amount is not received by TVPOA on or before the due date required by this Agreement, LESSEE shall pay to TVPOA an additional amount equal to ten percent (10%) of the delinquent Rental amount for each calendar month or fractional part thereof during which such delinquency continues (collectively, “**Late Fees**”). The parties agree that said Late Fees are reasonable considering all circumstances as of the date hereof and each such Late Fee represents a fair and reasonable estimate of the costs that TVPOA will incur by reason of any late payment(s).

If the LESSEE desires to cancel this Agreement as of the end of any calendar month prior to the termination of the lease term, the LESSEE must provide written notification to TVPOA at least thirty (30) days prior to the date that the LESSEE desires to cancel. In such event, TVPOA will refund to LESSEE a pro rata amount of the annual Rental (calculated on a whole month basis) for the unused portion of the lease term only if (i) the Leased Slip is filled from the waiting list maintained by TVPOA as of LESSEE’s early termination date and (ii) the keys for the Leased Slip are returned to TVPOA on or before said early termination date. In the event TVPOA increases the Rental during the course of any term as provided above, LESSEE shall have the right to terminate this Agreement as of the date the Rental increase is to take effect by giving TVPOA a thirty (30) days prior written termination notice that states this Agreement is being terminated because of such increase. In such event, LESSEE shall be entitled to a pro rata refund as provided in Section 16.

3. **TVPOA’S LIEN AND ENFORCEMENT.** Under Tennessee law, all personal property placed in the Leased Slip is subject to a lien in favor of TVPOA for the Rentals, any Late Fees and/or Fines, and all other costs and fees LESSEE is responsible for under this Agreement (collectively, the “**Obligations**”). In acceptance of the terms and conditions of this Lease Agreement, and in acknowledgement of them, LESSEE hereby grants a security interest in and to the Boat herein described (and in and to any new boat contemplated in Section 10 hereof or elsewhere in this Agreement) to secure payment of the dockage fees and all Obligations provided for under this Agreement in the event of nonpayment. TVPOA may enforce the lien by denying LESSEE access to the Leased Slip and removing the Boat and other personal property from the Leased Slip and offering the same for public sale in accordance with state law, including Tennessee Code Annotated, Sections 66-19-101 et seq. and 66-19-201 et seq., as applicable. In the event of nonpayment of the required Rental and all Obligations in accordance with the terms of this Agreement, LESSEE further agrees that TVPOA shall have the right to take over LESSEE’s Boat and other property moored or otherwise stored in the Leased Slip and to secure said property to the Leased Slip or store it in another location, at LESSEE’s expense for all relocation, storage and other costs, including attorney fees, and subject to any requirements of law. For further clarification of available enforcement mechanisms, LESSEE hereby ratifies its consent to the optional procedures described in Appendix 1, attached hereto and made a part of this Agreement.

4. **OTHER LIENS.** LESSEE certifies that the boat to be moored in the Leased Slip is encumbered only by the following lien(s) or security interest(s) in favor of

(Name) _____ (Name) _____

(Address) _____ (Address) _____

If none, write "None" in the "Name" space.

5. **USE; CONDITION AND CARE OF PREMISES.** Unless otherwise approved in writing by TVPOA in advance, LESSEE agrees and covenants that the Leased Slip will be used only for the mooring and storage of the Boat identified in this Agreement and such incidental equipment related thereto that can be safely stored on the Boat. No other boats or containers will be stored on or at the Leased Slip including personal watercraft regardless of whether there is sufficient room in the Leased Slip to accommodate more than one boat. Except for fuel kept in the Boat's operating fuel tank, LESSEE agrees that no explosive, combustible, odorous, or any other type of property that would be dangerous, harmful or offensive to the Leased Slip or any surrounding premises or property shall be stored or placed in the Leased Slip. LESSEE agrees that the Leased Slip will not be used for any unlawful purpose. LESSEE further agrees that only reasonable and customary use will be made of the Leased Slip and adjoining dock facilities and that no unnecessary wear and tear, commercial endeavors of any kind, disturbances, nuisances, rubbish or garbage or anything attached to the docks will be permitted in or about the Leased Slip or the adjoining dock facilities. Any condition aboard any boat on or about the Leased Slip that in the opinion of TVPOA constitutes a fire hazard, health hazard, nuisance, or danger to the public safety, shall be corrected by the LESSEE immediately. LESSEE shall secure the subject Boat to the dock for the Leased Slip using appropriately sized and rated dock lines, and appropriately sized fenders, in good condition, securing the Boat sufficiently close to said dock so as not to encroach on any neighboring slip. Further, a spring line or other appropriate mooring aid must be used, if needed (as determined in TVPOA's discretion), to prevent any of the Boat from contacting the dock and/or to prevent the Boat from extending out over the dock.

LESSEE acknowledges and agrees that LESSEE has inspected the Leased Slip and accepts same "AS IS" and further agrees that the Leased Slip is suitable for the safe mooring of LESSEE's Boat, and that TVPOA shall not be required to perform any work in preparation of the Leased Slip for occupancy by LESSEE. To the extent any security is provided around or in the premises to the Leased Slip, if any at all, TVPOA does not warrant its fitness or satisfactory operation. LESSEE also waives all defects, if any, to the Leased Slip and surrounding premises under TVPOA's control.

LESSEE shall take good care of the Leased Slip; shall not cause or suffer any waste or damage thereto; shall not make any modification, alteration or construct any addition thereto; and shall immediately surrender possession of the Leased Slip in good condition upon the termination of this Agreement. LESSEE shall be liable to TVPOA for, and shall indemnify TVPOA against, all costs, expenses, liabilities, losses, damages, repairs, suits, fines, penalties, claims, and demands, including attorneys' fees, sustained because of or relating to LESSEE'S failure to take good care of the Leased Slip, LESSEE's waste, damage, modification, alteration, or addition to the Leased Slip, or LESSEE's other failure to comply with the above or other requirements of LESSEE under this Agreement. LESSEE acknowledges and agrees that, except as expressly set forth in this Agreement, there have been no representations or warranties made by or on behalf of TVPOA with respect to the Leased Slip or with respect to its suitability for

LESSEE's use thereof.

6. RISK OF LESSEE AND NON-LIABILITY OF TVPOA. LESSEE ACKNOWLEDGES AND AGREES THAT TVPOA DOES NOT HAVE OR TAKE CARE, CUSTODY, CONTROL, POSSESSION OR DOMINION OVER LESSEE'S BOAT, ITS MOTOR OR ANY OTHER PROPERTY KEPT, STORED OR MAINTAINED ON LESSEE'S BOAT OR IN OR ABOUT THE LEASED SLIP, AND LESSEE, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, SHALL HAVE AND BEAR ALL RISKS OF LOSS AND DAMAGE TO ANY AND ALL SUCH PROPERTY. LESSEE ALSO AGREES THAT TVPOA OWES NO DUTY OR OBLIGATION TO LESSEE TO INSPECT LESSEE'S BOAT OR OTHER PROPERTY IN OR ABOUT THE LEASED SLIP; TO MAINTAIN ANY INVENTORY OR ANY OTHER RECORDS OF CONTENTS PLACED IN OR REMOVED FROM THE LEASED SLIP; OR TO NOTIFY LESSEE OF ANY SUSPECTED OR ACTUAL BURGLARY, THEFT, LOSS OR DAMAGE TO LESSEE'S LEASED SLIP OR ANY PROPERTY MOORED OR STORED THEREIN. LESSEE FURTHER ACKNOWLEDGES THAT TVPOA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR TENDING MOORING LINES, MOVING BOATS, CHECKING OR VISUALLY VERIFYING THE CONDITIONS OF ANY BOAT MOORED PURSUANT TO THIS AGREEMENT.

TVPOA SHALL NOT BE RESPONSIBLE TO LESSEE, LESSEE'S INVITEES, AGENTS OR EMPLOYEES FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY CAUSED BY NEGLIGENCE, WIND, WATER, STORM, FIRE, THEFT, VANDALISM, INTERRUPTION OF UTILITIES, DEFECTS IN THE PREMISES OR SAME BEING OR BECOMING OUT OF REPAIR, OR ANY OTHER CASUALTY, ACTS OF NATURE OR OTHER CAUSES WHATSOEVER, AND LESSEE AGREES TO INDEMNIFY AND HOLD TVPOA, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTIONS (INCLUDING ATTORNEY'S FEES AND ALL COSTS THROUGH APPEALS) THAT ARE BROUGHT BY LESSEE OR OTHERS FOR OR RELATING TO SUCH DAMAGE, LOSS, COST OR EXPENSE OR THAT ARISE IN ANY WAY FROM OR RELATING TO LESSEE'S USE OF THE LEASED SLIP.

7. INSURANCE & REGISTRATION. LESSEE acknowledges that TVPOA does not have insurance covering LESSEE or LESSEE's Boat, or property moored or stored in the Leased Slip. LESSEE shall be solely responsible for securing and paying for any liability insurance coverage on the Boat and property moored or stored in or about the Leased Slip and agrees to continuously maintain throughout the term of this Agreement adequate insurance for such purpose in an amount not less than \$300,000. LESSEE agrees NOT to subrogate against or allow LESSEE's insurance company to subrogate against TVPOA in the event of loss or damage of whatsoever kind from whatsoever cause. LESSEE is also responsible for providing proof of liability insurance on the LESSEE's Boat together with a copy of its current registration for said Boat to TVPOA (a) before the Leased Slip is occupied, and (b) again upon any policy/registration renewals that may occur during the course of this Agreement, and (c) upon each annual renewal of this Agreement. Said liability insurance must be issued by an insurer who is licensed and approved to issue such coverage by the Tennessee Department of Insurance; and this obligation is that of the LESSEE, TVPOA having no independent obligation to verify whether any insurance company is so approved. All insurance policies required under this Agreement must properly reflect the ownership of the Boat by including the names of all co-owners of the Boat or the name of the partnership, corporation or other legal entity owning the Boat. All documentation required under this Agreement, (including, without limitation, such showing Boat length, registration or registration application, and proof of insurance), must be submitted and verified as circumstance appropriate and otherwise sufficient to TVPOA's satisfaction, before LESSEE may be provided any key for access to the Leased Slip's dock.

Further, LESSEE shall keep the required Registration Validation Decal on the Boat updated and LESSEE shall return all Leased Slip dock access key(s) directly to TVPOA immediately upon request of TVPOA for any reason. No key deposit(s) made pursuant to this Agreement may be refunded prior to return of all such key(s) to TVPOA

8. ACCESSIBILITY. TVPOA reserves, at all times, the right to control access to the premises where the Leased Slip is located, but shall not unreasonably interfere with LESSEE's reasonable right of ingress and egress to the Leased Slip during the term of this Agreement.

9. SLIP ASSIGNMENTS. Slip assignments will be made by TVPOA, based upon availability and overall size of the LESSEE's Boat, as determined by TVPOA. Additionally, the height of any boat assigned to a covered slip must not have less than two (2) feet clearance from the lowest overhead structure. If during the term of this Agreement it is determined by TVPOA that LESSEE's Boat is not appropriately sized for the slip, then LESSEE, upon notification by TVPOA, shall be required to vacate the assigned slip within thirty (30) days after such notification and LESSEE shall promptly remove the oversized Boat from the Leased Slip. LESSEE further agrees that TVPOA shall have the option, in the sole discretion of TVPOA, to relocate LESSEE's dock slip, in the event that relocation becomes necessary for whatever reason, upon thirty (30) days notice to Lessee by TVPOA. Full Service docks shall only be used for boats that require full service needs such as 24 hour electricity, on demand water service, etc., as determined by TVPOA, subject to TVPOA's right to assign Full Service docks to other nonqualifying boats on a temporary basis when such docks are available.

10. SALE OR REPLACEMENT OF BOAT. In the event that LESSEE sells its Boat during the term of this Agreement, the LESSEE must immediately notify TVPOA of the sale. All "For Sale" signs posted on any boat are subject to TVPOA's sign rules as may be promulgated by TVPOA from time to time. The sold Boat must be removed from the slip within thirty (30) days of the sale date if LESSEE desires to relinquish the Leased Slip prior to termination of the lease term pursuant to Section 2 of this Agreement. The Leased Slip may not be transferred to any new Boat owner other than LESSEE. Any change of ownership for a boat that involves a transfer of its ownership to a partnership, corporation or other ownership entity shall constitute a sale for purposes of this section unless the original owner of the Boat maintains an ownership interest therein not less than the largest other ownership interest in the Boat. In the event that the LESSEE purchases a new boat that is properly sized for the Leased Slip, the LESSEE must notify TVPOA of the new boat identification and new boat registration number and must supply a new certificate of insurance and obtain TVPOA's written approval before the new boat may be docked in the Leased Slip. In the event that a new Boat is approved by TVPOA, LESSEE's new Boat must be delivered to the Leased Slip within three (3) months following removal of the sold Boat from the Leased Slip. If LESSEE does not receive delivery of the new Boat at the Leased Slip within such timeframe, TVPOA may, at its discretion, terminate the Lease immediately by giving LESSEE notice of termination. In the event of such termination, LESSEE shall not receive any refund of any Lease payments previously paid to TVPOA. LESSEE's new Boat (if any) registration and new insurance policy must be placed on file with TVPOA within fifteen (15) days of delivery of any Boat to the Leased Slip. As used herein, the capitalized term "Boat" shall also mean and include any replacement boat acquired by LESSEE and docked in the Leased Slip during the term of this Agreement.

11. GOOD CONDUCT REQUIRED AND INDEMNITY. LESSEE, its employees, agents, guests and invitees shall conduct themselves in a civil, decorous and reasonably appropriate manner at all times while on or using the Leased Slip, related dock facilities or any other TVPOA property and shall not engage in any activity that is likely to endanger or harm the welfare, safety, harmony or good reputation of TVPOA. Any action by the LESSEE or any employee, agent, guest or invitee of the LESSEE that causes damage to other persons, other boats

or property, or any violation of basin rules, disorder or indecorous conduct by any of the above enumerated persons is cause for immediate termination of this Agreement by TVPOA, in which event the LESSEE will be required to immediately remove, at LESSEE's expense, the Boat (and/or other boat or property in question) from the Leased Slip. Further, LESSEE agrees that LESSEE will indemnify TVPOA, its directors, officers, employees and agents (including, but not limited to, dock captains) against any and all claims, actions, proceedings, damages and liabilities, including attorney's fees and any and all court costs, arising from or connected with the LESSEE's possession and use of the Leased Slip and related dock facilities.

12. MAINTENANCE OF BOAT. LESSEE agrees to maintain LESSEE's Boat in good operating and mechanical condition, and in furtherance thereof, LESSEE shall take all necessary measures to maintain clean lines and functioning fenders in good condition and to control mildew, mold, algae, and other types of vegetation, and fungus as to the Boat. LESSEE shall not allow the Boat occupying the Leased Slip to become unsightly or otherwise deteriorate beyond normal wear and tear. Subject to the terms of this Agreement, LESSEE may perform maintenance work on LESSEE's Boat if the work does not unreasonably interfere with the rights of others. LESSEE shall bear responsibility and provide personal oversight for all such work. Under no circumstances may LESSEE provide any worker so engaged with the key to the security gate to the Leased Slip's dock. Written proof of adequate liability insurance and workers compensation insurance for these tradespersons or craftsmen must be filed and remain on file with TVPOA before any such work may be permitted on LESSEE's Boat.

13. UTILITIES AND ELECTRICAL REQUIREMENTS. LESSEES of "Full Service" slips will be provided with metered electrical power, which will be read and billed to the individual LESSEES by TVPOA on a periodic basis. An annual water service charge will be applicable to each Full Service slip or dock and will be an included part of the annual Rental. Outlets for cable TV and telephone services will also be provided for each "Full Service" slip; however, arrangement and payments for such services are an obligation of the LESSEE and not of TVPOA. Additionally, any and all wiring or electrical equipment used by the LESSEE must conform to marine underwriter specifications, and LESSEE shall provide all appropriate certification of compliance concerning these requirements to TVPOA's satisfaction. Except at designated "Full Service" slips or docks, electrical power, to the extent available, is intended for limited convenience only use (e.g., battery charging, vacuuming, etc.) only during the daytime hours, and not after-dark or overnight. Any overnight use of electrical power in or about the Leased Slip, except at Full Service docks/slips, constitutes a violation of this Agreement, subject to Fines and/or termination of this Agreement, at TVPOA's option.

14. ADDITIONAL TERMS AND CONDITIONS.

a. TVPOA or its designated agent may enter the Leased Slip at any time to inspect, repair and maintain the Leased Slip or surrounding premises.

b. LESSEE shall not sublet or assign the Leased Slip, in whole or in part. Any unauthorized subletting (or attempted subletting) of the Leased Slip shall constitute a default under this Agreement and is cause for immediate termination of this Agreement by TVPOA, in which event the LESSEE may be required to immediately remove, at LESSEE's expense, the Boat (and/or other boat or property in question) from the Leased Slip. Further, LESSEE agrees that LESSEE will indemnify TVPOA, its directors, officers, employees and agents against any and all claims, actions, proceedings, damages and liabilities, including attorney's fees and any and all court costs, arising from or connected with such default or otherwise relating to TVPOA's enforcement of any of its remedies provided for in this Agreement.

c. LESSEE shall not place any signs at or on the Leased Slip or the surrounding premises without the prior written approval of TVPOA.

d. LESSEE's bankruptcy, voluntary assignment for benefit of creditors or the appointment of a receiver for LESSEE shall constitute a default under this Agreement, and

TVPOA shall have the right to terminate this Agreement upon the occurrence of any such event.

e. LESSEE shall in all cases be a Member of TVPOA in good standing during any term of this Agreement. In the event that LESSEE fails to pay any amounts due to TVPOA under this Lease or otherwise, within thirty (30) days following notice from TVPOA of such delinquency, TVPOA may, at its discretion, terminate this Lease immediately by giving LESSEE notice of termination. In the event of such termination, LESSEE shall not receive any refund of any Lease payments previously paid to TVPOA. Further, LESSEE's rights in or to the Lease Slip provided hereunder are subject to compliance by LESSEE with its obligations as a Member of TVPOA under the recorded Declaration of Covenants and Restrictions for Tellico Village, Tennessee and any Supplemental Declarations, the TVPOA Articles of Incorporation, By-Laws, and Rules and Regulations, all amendments to any of the foregoing, and all applicable laws, statutes, ordinances and governmental rules and regulations. LESSEE's violation or threatened violation of any of the foregoing obligations shall constitute a default under this Agreement, and TVPOA shall have the right to terminate this Agreement upon the occurrence of any such event.

f. LESSEE shall promptly notify TVPOA of any change of LESSEE's address, phone number or Boat registration number in accordance with the notice section of this Agreement. Any change in the Boat registration number must be noticed to TVPOA within thirty (30) days of the corrected registration.

g. In the case that LESSEE does not yet own or possess the Boat contemplated for occupancy of the Leased Slip, then LESSEE shall submit to TVPOA such documents as and when TVPOA may require, including, without limitation, (i) copies of the purchase agreement or contract for the Boat, (ii) the application for a registration number, and (iii) the application for a certificate of insurance. LESSEE shall also promptly provide TVPOA all such other and further documentation otherwise required pursuant to this Agreement as to the subject Boat when it is received, and not more than three (3) months after the execution date of this Agreement, unless that deadline is extended by TVPOA in its sole discretion.

h. LESSEE shall be obligated to keep LESSEE's Boat in the Leased Slip at all material times during the summer pool period between May and November of each Lease year, and LESSEE shall not be permitted to store its Boat at any other facilities during such period for any purpose other than temporarily performing maintenance or repairs.

15. DAMAGED PREMISES AND TERMINATION. In case of damage by fire or other casualty that causes the Leased Slip or the surrounding premises to be unfit for use for its intended purpose, TVPOA shall have the option of either repairing said damage to the Leased Slip or surrounding premises or terminating this Agreement upon notice to LESSEE. If the damage results in LESSEE not having use of the Leased Slip for more than thirty (30) days, TVPOA, at its discretion, may relocate the LESSEE to another available slip or refund to LESSEE a pro rata portion of any prepaid Rental for the damage period based on the number of days the Leased Slip was unavailable for LESSEE's use. If TVPOA terminates this Agreement because of damage by fire or other casualty, TVPOA shall provide LESSEE at least fifteen (15) days notice of such termination and agrees to refund to LESSEE a pro rata portion of any prepaid Rental for the year this Agreement is terminated based on the number of days remaining in that year from the date TVPOA determines the Leased Slip to have been damaged.

16. OTHER TERMINATIONS. Except for terminations resulting from damage to the Leased Slip, which shall be governed by **Section 15** of this Agreement, TVPOA reserves the right to terminate this Agreement for or without any cause whatsoever. In the event of a termination for cause resulting from a default by LESSEE or other cause not within TVPOA's control, TVPOA shall terminate this Agreement in accordance with the default procedures provided in **Section 17** of this Agreement and shall have no obligation to refund any portion of LESSEE's Rental paid for the year in which the termination occurs. In the event TVPOA terminates this Agreement without cause, TVPOA shall provide LESSEE at least sixty (60) days notice of such termination and agrees to refund to LESSEE a pro rata portion of any prepaid

Rental for the year this Agreement is terminated based on the number of days remaining in that year from the date of termination. LESSEE shall also be entitled to such a pro rata refund for prepaid Rental in the event LESSEE elects to terminate this Agreement as a result of a Rental increase during the lease term as provided in **Section 2**. Upon any termination of this Agreement, including those resulting from damage to the Leased Slip, LESSEE agrees to vacate the Leased Slip on or prior to the termination date and agrees that unless required otherwise by law, TVPOA may consider any property remaining in the Leased Slip after such termination abandoned by LESSEE. LESSEE hereby waives and releases all claims relating to any such abandoned property and agrees that as of the termination date, TVPOA may dispose of any such abandoned property without further notice to LESSEE, and LESSEE shall be responsible for all costs of such removal and disposal.

17. DEFAULT AND REMEDIES. If LESSEE should default under any provision of this Agreement, or otherwise violate any of its provisions, TVPOA may serve LESSEE with a written notice stating the nature of the violation and providing a reasonable time limit, as determined in TVPOA's discretion, for the satisfactory correction thereof. Provided, however, in the event of a violation under **Section 5** or **Section 11**, or a violation under **Section 14(B)** or **14(D) or 14(E) or 14(G)** of this Agreement, TVPOA may, at its discretion, terminate this Lease immediately by giving Lessee notice of such violation and termination. In the event TVPOA provides LESSEE with a notice of default giving LESSEE any period of time to correct the default, LESSEE shall, within the period of time stated in the default notice, permanently cease all violations cited in the notice. After expiration of the applicable cure period (if any), TVPOA may at its option, assess daily fine(s) for each uncured violation(s) according to the "table of Violations and Fines schedule" in **Exhibit B** to this Agreement (each, a "**Fine**"), which Fine schedule the parties agree is reasonable considering all circumstances as of the date hereof. Further, LESSEE acknowledges and agrees that any assessed Fine(s) pursuant to this Agreement will continue to accumulate until all defaults cited in the notice are rectified to TVPOA's satisfaction. LESSEE acknowledges that all such Fines are due upon receipt and payable to TVPOA immediately, and that any Fines or fees provided for in this Agreement not paid when due are subject to a ten (10) percent surcharge, which shall be collected prior to any renewal of this Agreement. In any event, LESSEE shall be liable to TVPOA for any expenses, loss or damages and costs, including without limitation, investigative costs and reasonable attorneys' fees and court costs through appeals, occasioned by reason of such default or violation. In the event of any continuing default or violation by LESSEE that has been noticed as required above, after the remediation date specified in such notice, TVPOA may, at its option, terminate this Agreement without further notice and proceed to enforce any or all of its remedies under this Agreement or otherwise afforded under applicable law in any order it may in its discretion choose. No remedy herein conferred upon or reserved to TVPOA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. The parties also agree that any breach of the terms of this Agreement by LESSEE may give rise to irreparable harm to TVPOA for which money damages would not be an adequate remedy and accordingly agree that, in addition to all other remedies available to TVPOA, TVPOA shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy.

18. RULES AND REGULATIONS. LESSEE agrees to abide by all Rules and Regulations regarding or related to the use and occupancy of the Leased Slip or the operation of LESSEE's Boat or other watercraft moored or otherwise stored at the Leased Slip that are promulgated from time to time by TVPOA, and LESSEE expressly acknowledges and agrees to abide by the enforcement provisions thereof, (including without limitation the payment of any Fines or penalties related to violations thereof and according to, but not limited to the aforesaid

Exhibit B “Table of Violations and Fines”),

LESSEE acknowledges LESSEE’s receipt, acceptance and familiarity with the existing Rules and Regulations regarding the Leased Slip, which LESSEE agrees are reasonable in all respects, and which are attached to this Agreement as **Exhibit A**, and LESSEE agrees to obey said rules and regulations, together with any amendments thereto, and that all such rules and regulations and amendments thereto are hereby incorporated into this Agreement. LESSEE also agrees to exercise appropriate care and obey all rules and regulations promulgated by the recognized enforcement agencies that have jurisdiction over the operation of LESSEE’s Boat or other watercraft moored or otherwise stored at the Leased Slip. LESSEE further agrees that TVPOA’s Rules and Regulations shall apply to any operator of LESSEE’s Boat or other watercraft stored at the Leased Slip and that LESSEE shall be responsible for any violation of TVPOA’s Rules and Regulations by such operator as if LESSEE was the violator. LESSEE also acknowledges and agrees that TVPOA may amend or otherwise modify its Rules and Regulations from time to time; that LESSEE shall be bound by all such revisions; and that violations of any of TVPOA’s Rules and Regulations or those of any recognized enforcement agency having jurisdiction over LESSEE, as the same may be amended from time to time, shall constitute a default under this Agreement.

19. **MULTIPLE LESSEES.** If this Agreement is signed by more than one LESSEE, then each of them shall be liable, individually, jointly and severally, for all obligations under this Agreement. If the owners of the Boat which is the subject of this Agreement are co-owners and are involved in some business relationship regarding the Boat (for example, a partnership, corporation or trust agreement), a copy of the written agreement evidencing the business relationship shall be filed with TVPOA as an attachment to this Agreement. The written agreement evidencing the business relationship must also include in its terms or as an attachment a list of all individuals who are partners, shareholders or other principals with the right to control the ownership of the Boat, and all insurance policies required under this Agreement must also properly reflect the ownership of the Boat by including the names of all co-owners of the Boat or the name of the partnership, corporation or other legal entity owning the Boat. In the event of the dissolution of any of the aforementioned entities for whatever actions or reasons, LESSEE is obligated to immediately notify TVPOA of such occurrence. If such actions or circumstances require the execution of a revised or new agreement between or among the LESSEES, a copy of the revised or new agreement must be provided to TVPOA within thirty (30) days of its execution. LESSEE further agrees that TVPOA shall have the sole discretion to discontinue, revise or renew this Agreement when any of those aforementioned circumstances occur.

20. **EMERGENCY ACTION.** In the event that it becomes necessary for TVPOA to intervene on behalf of the LESSEE to prevent imminent damage to boats belonging to all lessees at one or more of TVPOA’s docks, TVPOA will attempt to notify the CONTACT LESSEE (as defined in the notice section below) of the risk and/or damage pertaining to LESSEE’s Boat. LESSEE will immediately compensate TVPOA for costs and expenses associated with any such action taken by TVPOA on behalf of the LESSEE. In such event, LESSEE shall also hold TVPOA, its directors, officers, employees and agents harmless for any damage to LESSEE’s Boat or other property, whether due to TVPOA’s intervention, or other cause, including any act of God.

21. **WAIVER.** Any waiver by TVPOA of default, breach or failure by LESSEE must be in writing. Waiver by TVPOA, for any reason acceptable to TVPOA at its sole option, of any requirement, default, breach or failure of LESSEE under this Agreement shall not be construed as a waiver of any subsequent or different requirement, default, breach or failure under this Agreement.

22. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof and may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

23. **NOTICES.** All notices or communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered in person; or (ii) when forwarded by a nationally recognized overnight courier service or mailed certified mail, return-receipt requested, to the LESSEE designated as the notice contact (the "CONTACT LESSEE") at such LESSEE's address set forth above by the CONTACT LESSEE's name; or to TVPOA at 112 Chota Center, Loudon, Tennessee 37774; or to such other address as may have been previously designated in writing by the party designating such new address. In the event that there are multiple LESSEES and no CONTACT LESSEE is designated as such, the first LESSEE listed on page one of this Lease shall be deemed to be the CONTACT LESSEE.

24. **ATTORNEY'S FEES AND COSTS.** In the event TVPOA retains an attorney as a result of the breach by LESSEE of any of the terms, covenants and provisions of this Agreement or incurs other costs to collect any of the Rentals or other charges constituting Obligations due under this Agreement, TVPOA shall be entitled to recover the reasonable attorneys' fees, court costs, and all costs of investigation and collection incurred by TVPOA as a result of or relating to such breach or collection efforts, all of which shall constitute Obligations pursuant to this Agreement, enforceable as provided in **Section 3** hereof.

25. **MISCELLANEOUS.** This Agreement shall inure to the benefit of and shall be binding upon TVPOA, LESSEE and their respective heirs, legal representatives, successors and assigns, subject to all the terms, conditions and contingencies set forth herein. Any and all disputes arising out of this Agreement (and all actions relating to its validity, construction, interpretation and enforcement) shall be governed, construed and enforced according to the laws of the state of Tennessee, and shall be instituted and litigated in the courts of the state of Tennessee. In accordance therewith, the parties hereby submit to such jurisdiction in the county where the Leased Slip is located. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not operate to invalidate any other provision hereof. Headings, titles and captions in this Agreement are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Agreement. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; any words of any gender shall mean and include any other gender.

[Signature Page Next]

APPENDIX 1

COMMON DOCK SITE LEASE AGREEMENT (the “Lease Agreement”)

TVPOA’s Typical Collection/Enforcement Timeline¹

- **(Letter) 30 Days Past Due:** If any Rental or other amount owed under the Lease Agreement (collectively, the “Obligations”) remains unpaid for one (1) month after the due date, TVPOA may forward a letter regarding account status to LESSEE in arrears.
- **(Collection Agency) 45 Days Past Due:** If any Obligations under the Lease Agreement remain unpaid at forty-five (45) days after the due date, TVPOA may forward the accounts to Transworld Collections (TSI) or other collection agency of its choice, which could potentially impact LESSEE’s credit score.
- **(Lien Enforcement) 90 Days Past Due:** If any Obligations under the Lease Agreement remain unpaid three (3) months beyond the due date thereof, TVPOA may arrange to tow LESSEE’s Boat to a storage facility of its choice (or assess additional storage fees against LESSEE and the Boat in place, which shall become a part of the Obligations for which LESSEE is liable).

Note: LESSEE has agreed to hold harmless and indemnify TVPOA for any damages to persons or property resulting from or related to moving LESSEE’s Boat in the event of its default according to the Lease Agreement and LESSEE hereby and thereby waives and releases any claims for damages to persons or property against TVPOA relating to moving LESSEE’s Boat.

- **(Lawsuit): 120 Days Past Due.** Initiate legal proceedings to collect from LESSEE all outstanding Obligations by all available legal means.

¹Any of the procedures described in this Appendix 1 timeline may or may not be invoked, in TVPOA’s sole discretion. None of these procedures shall be construed as a condition precedent to TVPOA’s invocation of any other of its cumulative remedies available under the Lease Agreement concurrently or consecutively, in any order or not at all, at its sole option. Nothing herein shall be construed as any waiver, condition or release in respect to any of TVPOA’s rights or remedies provided in the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

(PLEASE MAKE SURE YOU HAVE INTIALED ALL PAGES AT THE BOTTOM)

LESSEE(S):

**TELLICO VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.**

LESSEE's NAME (Please Print)

By _____
(Authorized Agent)

(Signature)

LESSEE's NAME (Please Print)

(Signature)

LESSEE's NAME (Please Print)

(Signature)

LESSEE's NAME (Please Print)

(Signature)

EXHIBIT A
TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION
COMMON DOCK SITE RULES AND REGULATIONS

1. Due to restricted maneuverability, boats leaving the harbor area have the right of way.
2. No wake rules apply to all boats within the harbor limits. All vessels must be slowed 300 feet prior to entering the harbor. The no wake rule applies at all times. All boat owners are legally liable for any damage or injury caused by their wakes.
3. Failure to observe the no wake rule will constitute a violation of your slip lease.
4. No storage of tackle, gear or other items on docks -- docks will be kept free and clear at all times.
5. Refuse, oil or flammable liquids shall not be stored or kept on the docks and at no time shall any of these substances be placed in the water.
6. All health, safety and sanitary laws and regulations governing the waterways must be observed at all times.
7. No live-aboard tenants are permitted. Occasional overnight tenancy may be permitted on "Full Service" slips at the sole discretion of TVPOA.
8. Electrical power, except at the designated "Full Service Docks," is for convenience only (such as battery charging, vacuuming, etc.). Under no circumstances will overnight use of electrical power be permitted except at the designated "Full Service" slips.
9. No swimming, diving and fishing is permitted from the dock or any moored boat.
10. All pets must be maintained on a leash.
11. No fireworks of any kind are permitted.
12. Transferring of fuel (can to tank) is not permitted on any of the docks or slips at any time, including the gas dock.
13. Removal of wastewater must be done at the pump-out station facilities on "G" dock.
14. No signs on the boat, slip area or any other dock area are permitted without TVPOA's prior approval.
15. These rules may be revised, amended, supplemented or otherwise changed from time to time by action of the Tellico Village POA.

EXHIBIT B
TABLE OF VIOLATIONS AND FINES

Unless otherwise stated in this table or specified in the Lease Agreement, or unless specified by TVPOA in written notification, the default cure time allowed shall be seven (7) days. Any violations not listed are subject to fines or termination at the discretion of TVPOA.

<u>SECTION</u>	<u>VIOLATION / DEFAULT</u>	<u>PENALTY or FINE</u>
Any Section	Boat remaining in slip after Lease Termination	\$10 per day
Section 2	Non Payment of Rental by due date	10% per month
Section 5	Dangerous property stored in slip	\$10 per day
	Other boat, PWC, containers at slip	\$10 per day
	Improperly secured boat	\$10 per day
	Dock line, spring line, or fender issue	\$10 per day
Section 7	Failing to update Insurance, Registration or Registration Validation Decal	\$10 per day
Section 9	Improperly sized boat for the Leased Slip	\$10 per day
Section 10	New boat documentation after 15 days	\$10 per day
	Sold boat in slip after 30 days when relinquishing the leased slip	\$10 per day
Section 12	Deteriorating condition of boat or cover	\$10 per day
	Deteriorating or missing lines	\$10 per day
	Deteriorating or missing fenders	\$10 per day
Section 13	Unauthorized overnight electrical use	\$10 per day
Section 14C	Unauthorized signs	\$10 per day
Section 14F	Default under paragraph (F)	\$10 per day
Exhibit A-4	Items stored on dock	\$10 per day
Exhibit A-8	Unauthorized overnight electrical use	\$10 per day
