

SUNDECK COTTAGES DOCKING AND MOORING AGREEMENT

The purpose of this agreement is to firmly establish the rules and covenants in place at Sundeck LLC (dba Sundeck Cottages) with addresses of 227, 228, and 231 Dockham Shore Rd, Gilford, New Hampshire 03249 ("Sundeck") relating to docking and/or mooring a boat or other personal watercraft ("Watercraft"). This agreement must be signed by the person responsible for the Watercraft ("Boater") prior to reserving a dock or mooring location at Sundeck Cottages.

As consideration for being permitted to temporarily dock and/or moor my Watercraft at a Sundeck dock or moorage, the undersigned hereby agrees as follows:

1. **RESPECT FOR SUNDECK COTTAGES.** Boater shall be respectful of other boat owners and guests of Sundeck. Boater shall refrain from excessive noise so as not to disturb other boat owners or guests. 'Boatyard' work and operation of power tools is not permitted due to the proximity to our swimming and common areas and other vacationers who wish to enjoy their peace and quiet. Bottom cleaning is not permitted on premises.
2. **RESPONSIBILITY FOR GUESTS.** Boater shall be responsible for all their actions and activities and of their family and guests while on the Sundeck premises.
3. **SWIM ZONE AND SWIMMER AWARENESS.** Boater will not operate their vessel inside of the dedicated swimming zone and will maintain awareness of all swimmers during operation of vessel. The swim zone is an unmarked, conceptual area to the north and east of the main dock extending from the end of the main dock to the raft and then east towards Pebble Rock another 150 feet. At no times shall vessels enter this zone or approach/tie to the east side of the main dock.
4. **SECURING VESSEL.** It is the sole responsibility of Boater to understand the proper procedures and equipment required to secure a vessel to a dock/mooring safely and securely. No lines, bumpers, fasteners, clips, or tying systems are provided by Sundeck. Sundeck is not responsible for any boat damage for any reason. Boater will be held responsible for any damage to dock/mooring resulting from inappropriate fastening or inadequate protection.
5. **TRAILER STORAGE.** Watercraft trailers - with or without Watercraft on them - may be stored in the lot across the street as long as there is available space as determined solely by management; fees may apply.
6. **ASSIGNMENT OF LOCATION.** Sundeck reserves the right to reassign Boater to a different location for any reason it deems necessary or appropriate. If there is no alternative location available at Sundeck or a dock reservation is reassigned to a mooring, a prorated refund will be provided based on the number of affected days.
7. **OUTSIDE CONTRACTORS.** The use of independent contractors and/or outside labor by renters must be approved by management. If approved, they must provide proof of insurance (a Certificate of Insurance) showing liability and workers comp coverage and must check in with the office or call 603-293-9391 prior to working on site.
8. **CLEAN DOCK.** Boater covenants to maintain a clean dock and property area while using the facilities. The docks are walkways and recreation space and must be always free of equipment, gear, inflatables and other toys; these items must be kept on owners' boats. As a common courtesy, please do not leave personal items in common areas when you are not present so others may enjoy these areas.
9. **TERMINATION.** Termination of docking mooring results may result from (1) substantial damage to or destruction of the dock space/mooring; (2) discharging any fuel, trash, litter, sewerage or other form of pollutant from Watercraft into the lake; (3) violation of the above rules.
10. **ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.**
 - a. Assumption of Risk. I acknowledge that the docking and/or mooring of a Watercraft involves risks and dangers, which could result in loss of or damage to the Watercraft as well as injury or death. I am voluntarily docking and/or mooring my Watercraft with the knowledge of the risks and dangers involved and accept and assume any and all loss, damage, injury, or death that may arise directly or indirectly as a result of using, docking and/or mooring my watercraft. I further agree that Sundeck, their affiliates or subsidiaries, any association affiliated with Sundeck, and any of their employees, agents, or officers ("Sundeck Parties") will not be responsible for any loss, damage, personal injury or death arising from or related to using, docking and/or mooring my Watercraft.

