

Lot \_\_\_\_  
Dock \_\_ Slip \_\_\_\_

## BEACON POINTE PROPERTY OWNERS' ASSOCIATION Boat Slip Lease Agreement

This Lease Agreement made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ by and between Beacon Pointe Property Owners' Association, a Missouri not-for-profit corporation (hereinafter referred to as Lessor), and

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

(hereinafter referred to as Lessee).

WITNESSETH:

WHEREAS, Lessor is the owner of one or more certain steel and foam docks located upon and attached to the shoreline of the Lake of the Ozarks adjacent to Beacon Pointe Subdivision (hereinafter referred to as Boat Dock), and

WHEREAS, Lessee desires the exclusive use of, and Lessor desires to lease the exclusive use to Lessee, of one slip of the Boat Dock, subject to certain conditions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee agree as follows:

1. Lessor does hereby grant to Lessee, under and subject to the terms and conditions hereof, and for the term hereinafter provided, lease for the exclusive use of one (1) boat slip (hereinafter referred to as Slip) in the Boat Dock, to wit:

Dock A, Dock Slip 25

2. The term of this Lease shall be co-extensive with the period during which Lessee shall own the fee simple title to the lot referred to hereinabove. In the event of the termination of Lessee's ownership of said lot for any reason except devise or inheritance, this Lease shall terminate as of such date (hereinafter Termination Date); subject, however, to the right of Lessee, exercisable at any time prior to but not later than one (1) year of the Termination Date, to assign to any then owner of a lot in Beacon Pointe Subdivision, all of Lessee's rights pursuant to this Agreement, conditioned upon (1) the assumption by the Assignee of all of Lessee's obligations under this agreement, and (2) the written approval of Lessor's endorsed hereon; and provided further, that if said right of assignment is not so exercised by Lessee within and prior to the expiration of the aforesaid one (1) year period, Lessor shall have the right but not obligation to acquire all of Lessee's right, title and interest in and to this Lease (excepting, however, any of Lessee's personal property affixed to the Slip, which Lessee shall remove) by the payment to Lessee of an amount equal to the then fair market value of Lessee's interest as determined by an appraisal obtained by and at the sole cost of Lessor, and upon payment thereof to Lessee, this Lease and all right, title and interest of Lessee hereunder, in and to the hereinabove slip shall expire.

3. The base fee for the term of this Lease shall be the sum of \_\_\_\_\_,

payable upon execution and delivery of this Lease, the receipt and payment of which to Lessor's predecessor in title to the Boat Slip (or Docks) as the case may be, is hereby acknowledged.

4. In addition to the base fee above referenced, the Lessee shall pay in advance to Lessor, on the first day of January of each year during the term hereof (or on such dates as Lessor may, in Lessor's sole discretion, determine) as an additional annual assessment fee, an amount equal to the estimated expense of Lessor's attributable to the slip licensed hereby for maintenance, operation, insurance, taxes and repair of the Boat Dock.
5. Lessee shall not obtain a boat that does not fit the Slip size. The boat shall not in any way obstruct the walkway or hang over the drip line of the Dock roof.
6. Lessee shall not (1) affix to the Boat Dock, any lift or other machinery, storage facility, structures, or other property without prior written approval of Lessor; (2) store, permit or suffer storage of jet skis and/or any other similar device, inflammable fuels, oils, chemicals or other flammable items at or near the Slip hereby leased or on the Boat Dock, and (3) shall otherwise comply with all reasonable rules and regulations which may be adopted by Lessor relating to the use of said Slip and Boat Dock.
7. Lessee shall at all times use the Slip only for its intended purpose and for docking of a boat of the size and character suited to the Slip and approved by the Lessor, and shall at all times in use of the Slip observe the highest standards of safety, courtesy and cleanliness and comply fully with all applicable laws, ordinances, rules and regulations of governmental authorities, and shall observe and comply fully with, and agrees that this Lease is subject at all times to all reasonable rules and regulations, including fines for violations thereof, adopted by Lessor pursuant to the By-Laws of Lessor.
8. Lessee shall at all times be responsible for the actions of any person or persons using the Slip hereby leased at the invitation of or by sufferance of the Lessee and shall not permit or suffer any damage or waste to the said Slip and Boat Dock and will not commit or suffer any waste or refuse to be deposited or discharged on or in the vicinity of the Slip and Boat Dock by Lessee or any person using said Slip at the invitation or sufferance of Lessee.
9. Lessor shall at all times maintain the Boat Dock in good condition and repair. In the event of damage or destruction to said Boat Dock, Lessor will restore the same to the full extent of insurance proceeds available. In the event any damage or destruction exceeds the available insurance proceeds, any such amount shall be payable by lessee to the extent of Lessee's prorate share of said excess expense as a special assessment for said purpose.
10. Lessor shall obtain, and at all times maintain in full force and effect, fire and extended coverage insurance covering the full replacement costs of the Boat Dock (excluding any of Lessee's personal property attached thereto), and shall further obtain and maintain such additional insurance, including liability insurance, as shall be deemed advisable by the Lessor.
11. Lessee shall have no right, except as herein provided, to sublease or to assign this Slip and License or any terms hereof to any other person, firm, corporation or other entity.
12. In the event of condemnation or taking by exercise of the power of condemnation or eminent domain or by governmental authority of the Boat Dock, this Lease shall terminate as of the date of said taking, and Lessor shall pay Lessee the net amount of any condemnation award actually received by Lessor allocable to the Slip leased hereby, after payment of expenses and indebtedness secured by the Boat Dock. Provided, however, that no amount payable hereunder shall exceed the total amount of boat rental fee specified in paragraph three (3) of the Lease.
13. If Lessee shall breach any of the covenants contained herein, or shall default in the performance of any of his obligations under this Lease, or under the rules and regulations governing the exercise of the rights granted hereunder, the Lessor in addition to the enforcement of Lessor's rights hereunder (or in lieu thereof),

as the Lessor shall elect in Lessor's sole discretion, shall send written notice of such default to Lessee. If Lessee shall not cure any such breach or default with ten (10) days after written notice from Lessor, then the Lessor may, in addition to any rights that it may have at law or in equity or otherwise, terminate this Lease and take immediate possession of the Slip hereby licensed, or may, without terminating this Lease, take immediate possession of said Slip and lease same for the account of Lessee on the best terms obtainable. In this event, Lessee shall remain liable to Lessor for all lease fees as provided for herein, including any additional fee under paragraph Four (4) hereof, as said additional fee(s) shall become due under this Lease in addition to all costs and expenses incurred by the Lessor as a result of said breach by Lessee.

14. Lessee shall be prohibited from using any boat docked, or any boat located in the Boat Dock as a domicile, and shall not permit anyone to reside or live in same at any time.

15. That this agreement shall be binding upon the parties hereto, their heirs, assigns, and successors in interest and title.

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

LESSOR:

LESSEE:

BEACON POINTE PROPERTY OWNERS' ASSOCIATION

BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Dock Lease Addendum - 2022

### Clarification of Item 6 of the Boat Slip Lease Agreement:

*6. Lessee shall not (1) affix to the Boat Dock, any lift or other machinery, storage facility, structures, or other property without prior written approval of Lessor; (2) store, permit or suffer storage of jet skis and/or any other similar devise, inflammable fuels, oils, chemicals or other flammable items at or near the Slip hereby leased or on the Boat Dock, and (3) shall otherwise comply with all reasonable rules and regulations which may be adopted by Lessor relating to the use of said Slip and Boat Dock.*

This item covers the installation of boat covers that do not fit snugly around the boat frame (The box type from the dock frame or screens) shall require prior approval from the board. Such covers may require additional structure or supports for the dock and such costs will be paid by the dock lessee.

### Clarification of Item 8 of the Boat Slip Lease Agreement:

*8. Lessee shall at all times be responsible for the actions of any person or persons using the Slip hereby leased at the invitation of or by sufferance of the Lessee and shall not permit or suffer any damage or waste to the said Slip and Boat Dock and will not commit or suffer any waste or refuse to be deposited or discharged on or in the vicinity of the Slip and Boat Dock by Lessee or any person using said Slip at the invitation or sufferance of Lessee.*

The community docks and all dock slips are the property of the Association and are to be leased to and used by property owners in Beacon Pointe only or their guests.

**Please attach this addendum to your Boat Slip Lease Agreement**

Acknowledgement of receipt of this Addendum:

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Name

Date

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Name

Date