



Pelican Ridge Lot Owner's Association, Inc.

Boat and/or Wave Runner Hoist Rental Agreement (712) 330-9376

Name: _____ LOT NUMBER: _____

Pelican Ridge Address: _____

City: _____ State: _____ Zip: _____

Pelican Ridge Home Phone: _____ Work Phone: _____

Mailing/Winter Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

PRICING FOR HOISTS

| | |
|--|------------------------|
| Dura Lift Wave-Runner Hoist | \$1000.00/season/hoist |
| 4000#; 5000#; 6000# Dura Lift Hoist with Top | \$2000.00/season/hoist |
| 7000# Dura List Hoist w/Top | \$2600.00/season/hoist |
| 9000# Dura Lift Hoist w/Top | \$3550.00/season/hoist |

This Agreement is entered into on the _____ day of _____, _____ by and

between _____ "OCCUPANT") and PELICAN RIDGE LOT OWNER'S

ASSOCIATION, INC. ("OWNER"). OCCUPANT and OWNER hereby agree to the following terms and conditions for boat

hoist(s) and/or wave-runner hoists(s) rental.

1. **DESCRIPTION OF SPACE:** OWNER does hereby rent to OCCUPANT the hoist(s) describe as follows:

HOIST # _____ DOCK# _____

BOAT YEAR: _____ MAKE: _____ SIZE: _____ OR WAVE RUNER _____

HOIST # _____ DOCK# _____

BOAT YEAR: _____ MAKE: _____ SIZE: _____ OR WAVE RUNER _____

HOIST # _____ DOCK# _____

BOAT YEAR: _____ MAKE: _____ SIZE: _____ OR WAVE RUNER _____

Located in Pelican Ridge Mobile Home Community, in Arnolds Park, IA hereinafter called the "Hoist"

2. **Number & Type of Hoists Rented:**
OCCUPANT ELECTS THE FOLLOWING:

_____ **WAVE-RUNNER HOIST**

_____ **STANDARD BOAT HOIST (4000# OR 5000# OR 5S-Standard 6000# LIFT)**

_____ **BOAT HOIST – (7,000# LIFT)**

_____ **SPECIAL SIZED BOAT HOIST – (9000# LIFT)**

RENTAL AMOUNT DUE: The total rental amount due hereunder for the Hoist is:

| | |
|--|----------|
| \$ 1,000.00 X _____ quantity wave-runner hoist= | \$ _____ |
| \$ 2,000.00 X _____ quantity standard boat Hoist = | \$ _____ |
| \$ 2,600.00 X _____ quantity 7000# boat Hoist = | \$ _____ |
| \$ 3,550.00 X _____ quantity 9000# boat Hoist = | \$ _____ |

TOTAL RENTAL AMOUNT: \$ _____

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. YOU ARE ENTITLED TO A COPY OF THIS SIGNED AGREEMENT; KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

I have read this Agreement and fully understand and agree to the covenants and conditions contained herein.

OCCUPANT'S SIGNATURE

DATE

Pelican Ridge Lot Owner's Association, Inc.
OWNER

DATE

RETAIN THE FOLLOWING PAGES FOR YOUR RECORDS

1. **DESCRIPTION OF SPACE:** OWNER does hereby rent to OCCUPANT the hoist(s) describe as follows:

HOIST # _____ DOCK# _____

BOAT YEAR: _____ MAKE: _____ SIZE: _____ OR WAVE RUNER _____

HOIST # _____ DOCK# _____

BOAT YEAR: _____ MAKE: _____ SIZE: _____ OR WAVE RUNER _____

HOIST # _____ DOCK# _____

BOAT YEAR: _____ MAKE: _____ SIZE: _____ OR WAVE RUNER _____

2. **Number & Type of Hoists Rented:**

_____ **WAVE-RUNNER HOIST**

_____ Quantity

OCCUPANT agrees to pay to OWNER, as rental for said term, as follows: \$1,000.00 for each Wave-runner hoist, for the summer season, in advance, with the entire rental payment becoming due upon execution of the Agreement. THE OCCUPANT WILL NOT BE ALLOWED TO OCCUPY THE HOIST UNTIL THE OWNER RECEIVES THE RENTAL PAYMENT IN FULL. All sums shall be paid to the Pelican Ridge Lot Owner's Association, Inc., OWNER, at the address above, or at such other place as the OWNER may from time to time direct. NO STATEMENTS WILL BE SENT – THIS AGREEMENT IS YOUR NOTICE OF PAYMENT DUE. OCCUPANT agrees to pay a \$20.00 charge for each returned check. OCCUPANT shall be considered in default for non-payment if a check is returned. The provisions of this Agreement relative to default shall apply.

_____ **STANDARD BOAT HOIST (4000# OR 5000# OR 5S-Standard 6000#)**

_____ Quantity

OCCUPANT agrees to pay to OWNER, as rental for said term, as follows: \$2,000 for each standard size boat Hoist, for the summer season in advance, with the entire rental payment becoming due upon execution of the Agreement. THE OCCUPANT WILL NOT BE ALLOWED TO OCCUPY THE HOIST UNTIL THE OWNER RECEIVED THE RENTAL PAYMENT IN FULL. All sums shall be paid to the Pelican Ridge Lot Owner's Association, Inc., OWNER, at the address above, or at such other place as the OWNER may from time to time direct. NO STATEMENTS WILL BE SENT – THIS AGREEMENT IS YOUR NOTICE OF PAYMENT DUE. OCCUPANT agrees to pay a \$20.00 charge for each returned check. OCCUPANT shall be considered in default for non-payment if a check is returned. The provisions of the Agreement relative to default shall apply.

_____ **BOAT HOIST (7,000# LIFT)**

_____Quantity

OCCUPANT agrees to pay to OWNER, as rental for said term, as follows: \$2600.00 for each standard size boat Hoist, for the summer season in advance, with the entire rental payment becoming due upon execution of the Agreement. THE OCCUPANT WILL NOT BE ALLOWED TO OCCUPY THE HOIST UNTIL THE OWNER RECEIVED THE RENTAL PAYMENT IN FULL. All sums shall be paid to the Pelican Ridge Lot Owner's Association, Inc., OWNER, at the address above, or at such other place as the OWNER may from time to time direct. NO STATEMENTS WILL BE SENT – THIS AGREEMENT IS YOUR NOTICE OF PAYMENT DUE. OCCUPANT agrees to pay a \$20.00 charge for each returned check. OCCUPANT shall be considered in default for non-payment if a check is returned. The provisions of the Agreement relative to default shall apply

_____ **SPECIAL SIZED BOAT HOIST – (9000# LIFT)**

_____Quantity

By selecting a special sized boat hoist, OCCUPANT AGREES TO RENT THE HOST FOR A TERM OF FIVE (5) CONSECUTIVE SUMMER SEASONS. OCCUPANT agrees to pay to OWNER, as rental for said term, NO LESS THAN FIVE (5) YEARS RENT. SUCH RENTAL AMOUNT MAY BE ADJUSTED BY OWNER AND ANY SUCH INCREASE SHALL NOT EXCEED TWENTY-FIVE PERCENT (25%) PER YEAR. OWNER will notify OCCUPANT each spring of the term of this Agreement of any increase in the rental amount. Rental for the first year shall be as follows: \$3550.00 for each special size Hoist, payable in advance upon execution of the Agreement. Payment for each subsequent season through the remaining term of this Agreement shall be due on the anniversary date of the Agreement. THE OCCUPANT WILL NOT BE ALLOWED TO OCCUPY THE HOIST UNTIL THE OWNER RECEIVED THE RENTAL PAYMENT IN FULL. All sums shall be paid to the OWNER at Pelican Ridge Lot Owner's Association, Inc., OWNER, at the address above, or at such other place as the OWNER may from time to time direct. NO STATEMENTS WILL BE SENT – THIS AGREEMENT IS YOUR NOTICE OF PAYMENT DUE. OCCUPANT agrees to pay a \$20.00 charge for each returned check. OCCUPANT shall be considered in default for non-payment if a check is returned. The provisions of this agreement relative to default shall apply.

The total rental amount is due upon the execution of the Agreement. The rental amount shall be for the summer season. Hoist rental is offered only for an entire rental season. If this Agreement is terminated because of OCCUPANT'S default, all rental is forfeited and there will be no refund for any remaining rental period. The season is expected to begin no later than the Friday before Memorial Day as soon as the docks can be ready and end October 14.

3. Non-Renewal/Termination:

- a) Non-Renewal. OWNER reserves the right to refuse renewal of the Agreement for any reason, whatsoever, with or without cause.
- b) Termination for Cause. OWNER may terminate this Agreement immediately and without notice if OCCUPANT breaches this Agreement. If OWNER terminates the Agreement under this section 4(b), no refunds of any type will be given and all rental amounts paid will be forfeited.
- c) Termination for Convenience. OWNER may terminate this Agreement at any time, for any or no reason, by providing OCCUPANT fifteen (15) days advance written notice. If OWNER terminates this Agreement, other than for cause or for OCCUPANT'S breach of this Agreement, a prorated refund of the rental amount will be issued based on a 5-month rental season.

4. Sub-leasing NOT PERMITTED. OCCUPANT may NOT sub-lease the hoist to another party. Only Pelican Ridge Mobile Home community, residents may rent a hoist. The Hoist is rented for the sole personal use of the OCCUPANT.

5. **Use of Hoist.** OCCUPANT may not use the Hoist for sailboats of any kind. OCCUPANT may use the Hoist only for the type and weight of boat or wave-runner intended for the Hoist.
6. **Inspection & Adjustment.** OCCUPANT is responsible for inspecting the Hoist and acknowledges that the hoist is in good condition. OCCUPANT is responsible for making any necessary adjustments to the hoist so that it fits OCCUPANT'S boat/wave-runner properly. If OCCUPANT does not know how to make the adjustments on the Hoist, it should ask for help from OWNER. Any damages to or repairs of the hoist are OCCUPANT'S sole responsibility.
7. **Locks:** OCCUPANT shall supply his/her own Hoist locks at OCCUPANT'S cost.
8. **Alteration of Hoist:** OCCUPANT is responsible to reimburse OWNER for actual cost of cover, extensions and longer guides or any other special requests.
9. **Damage; cleaning:** OCCUPANT agrees to surrender the Hoist to OWNER at the expiration or earlier termination of the Agreement in the same or better condition as OCCUPANT received the Hoist in which all cases shall be clean, good and proper condition, with no damage, normal wear and tear excepted. OCCUPANT agrees to pay to OWNER all costs and expenses incurred by OWNER in restoring the Hoist to the same condition as when rented (normal wear and tear excepted). Any unpaid chares, damages or rent due to OWNER shall likewise be paid immediately upon surrender of the Hoist.
10. **Use and Compliance Law:** OCCUPANT agrees that the hoist is to be used exclusively for the storage of a boat and/or wave-runner. The storage or use of flammable, explosive or other dangerous or noxious substances is expressly prohibited. OCCUPANT agrees to comply with all applicable laws and ordinances, whether state, federal or local, in connection with the use and occupancy of the hoist. A Hoist shall not be used for residential purposes. No storage or parking of vehicles or boat/wave-runner trailers adjacent to hoist or boat docks shall be allowed, except for a reasonable period of time required for loading or unloading. OCCUPANT acknowledges and agrees that it is required to comply with all of the rules and regulations of Pelican Ridge Mobile Home Community, Inc. and of Pelican Ridge Lot Owner's Association, Inc.
11. **Non Liability of OWNER and Insurance Obligation of OCCUPANT:** OCCUPANT, at OCCUPANT'S expense must obtain insurance in amounts and types acceptable to OCCUPANT. OWNER carries NO INSRUANCE which in any way covers any loss whatsoever that OCCUPANT may have or claim by renting the hoist or being on or about the premises, and therefore OCCUPANT must obtain any insurance desired at his own expense. OWNER strongly recommends that OCCUPANT secure his/her own insurance to protect himself/herself and his/her property against all perils of any nature whatsoever. OWNER shall NOT be liable for personal injuries or property damage, or loss from theft, vandalism, rodents, fire, water, tornado, rain, explosion or any other causes whatsoever. OCCUPANT hereby agrees to indemnify and hold OWNER harmless from and against any and all claims for damages to property or personal injury and costs, including without limitation OWNER'S reasonable attorney fees, the Hoist and/or the premises. Further, OCCUPANT agrees to indemnify and hold OWNER harmless from any activity, work or things done permitted or suffered by OCCUPANT or any other person acting on behalf of, or accompanying, OCCUPANT in or about the premises. Premises mean the entire property of Pelican Ridge Mobile Home Community and Pelican Ridge Lot Owner's Association, Inc.
12. **OWNER'S Right to Enter, Inspect and Repair:** Upon request of the OWNER, OCCUPANT shall provide access to OWNER and Pelican Ridge Mobile Home Community, Inc. to enter the hoist and/or the boat/wave-runner occupying the Hoist for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agreed services. In case of emergency or for any of the above stated purposes, OWNER and Pelican Ridge Mobile Home Community, Inc. may enter the hoist and/or the boat/wave-runner occupying the Hoist without notice to or consent from the
13. **OCCUPANT** and the OWNER reserve the right to remove contents (including the boat or wave-runner) off the hoist to another Hoist. For the purposes of this Section, the "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action, natural disaster, or action in compliance with a court order.

14. Default: If OCCUPANT shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, OCCUPANT shall be conclusively deemed in default of the performance of this Agreement. In addition to the remedies set forth in Section 3 above, in case of default, at OWNER'S option, and without prejudice to any other remedies available in law or at equity, OWNER MAY:

- a) Place OWNER'S lock on the Hoist after the fifth (5th) day following the due date of any rental payment that is not paid or after the fifth (5th) day after any default by OCCUPANT of and provision of this Agreement. OWNER may keep its lock on the hoist until such time as payment of rental or cure of default has been made by OCCUPANT. If payment is not made or OCCUPANT'S default not cured within thirty (30) days, the OWNER shall have the right to remove OCCUPANT'S boat and or wave-runner from the Hoist without notice to OCCUPANT.
- b) OWNER shall have the right to seize and sell the OCCUPANT'S boat and/or wave-runner to satisfy the OCCUPANT'S obligations to the OWNER pursuant to the provisions of Chapter 579 of the Iowa Code.
- c) Should OWNER remove the boat and/or wave-runner from the Hoist pursuant to this section 13, OCCUPANT shall be responsible for all expenses for rent, labor or other reasonable charges in relation to the storage of the boat and/or wave-runner from the hoist and for expenses necessary for its preservation of expenses incurred, including reasonable attorney fees, relating to its sale or other disposition.

15. Change of Terms: All terms of this Agreement including, but not limited to, rental amounts, conditions of occupancy, are subject to change upon thirty (30) days prior written notice to OCCUPANT. If OWNER changes the terms of this Agreement, OCCUPANT may terminate this Agreement provided that within fifteen (15) days of the date of the change, OCCUPANT provides OWNER thirty (30) prior written notice. OCCUPANT'S sole and exclusive remedy will be a pro-rated refund of rental for summer season; such pro-ration will be based on a five (5) month season. If the OCCUPANT does not give such notice to OWNER within 15 days of the date of the change, the change shall become effective and apply to OCCUPANT'S occupancy.

16. Notices: All notices required to be given hereunder shall be sent to respective party at the address first listed above for such party; notwithstanding the foregoing, for OCCUPANT notices shall be sent to the mailing address listed above.

17. Change of Address: OCCUPANT is responsible for furnishing OWNER written notice, at OWNER'S address provided above, of any change of address or phone number for OCCUPANT.

18. Hoist Placement: Placement and/or location of the hoist on the dock and the dock at which the Hoist is placed are at the sole discretion of OWNER and can be changed at any time without notice.

19. Rules and Regulations: It may be necessary, from time to time, for OWNER to make Rules and Regulations. OWNER will notify the OCCUPANT by United States Mail, first-class postage pre-paid, addressed to the OCCUPANT, for any such Rules and Regulations as they may become necessary. OCCUPANT agrees to comply with any such Rules and Regulations.

20. OCCUPANT'S Injury to Property Rights of OWNER: In the event of damage caused by the negligence or fault of OCCUPANT or his/her guest or agent(s), OCCUPANT agrees to reimburse OWNER promptly for the amount of the loss. OCCUPANT also specifically agrees to pay for any and all repairs necessitated by him/her for any rubbish, obstacles, and/or nuisances. OCCUPANT shall make NO ALTERATION OF OWNER'S property, Hoist, or fixtures. No holes may be drilled in the Hoist or dock; no additions or deletions may be made to the Hoist; and no unauthorized electrical usage will be allowed. The OCCUPANT shall place no signs on the Hoist, docks, or premises.

21. Successor, Heirs and Assigns: This Agreement shall be binding on the successors and heirs of the parties. The OCCUPANT may NOT assign its rights under this Agreement to any third party.

22. **Other Parties:** The placement and use of boat and/or wave-runner Hoist(s) is subject to the Rules and Regulations of the Iowa Department of Natural Resources ("IDNR"). The Agreement and the availability of hoists for rental purposes is subject to all the rules imposed upon OWNER by any national, state, or local government or regulator body. Should any national, state or local government or regulatory body (including without limitation to the IDNR) impose any fees, assessments, charges or other costs relating to hoists (including but not limited to the Hoists), OCCUPANT agrees to pay for or reimburse OWNER for the same. In the event such fee, assessments, charges or other costs are not directly assessed against the Hoist or the space occupied by the hoist but instead are assessed against the OWNER'S dock space as a whole, OCCUPANT agrees to pay its pro-rated share of the same (i.e. pro-rated based on the total number of hoists at Pelican Ridge Mobile Home Community).

23. **Hoist Capacity:** All hoists are rented with the understanding that OWNER reserves the absolute right to determine the proper capacity of each Hoist. OWNER will assist OCCUPANT with reviewing the weight and dimension of each boat and/or wave-runner to determine whether it meets the load specifications of the manufacturer. Any boats and/or wave-runners exceeding the weight or size limit will not be permitted to occupy a Hoist. OCCUPANT must register with OWNER each boat and/or wave-runner which will occupy the Hoist by providing the year, make, and size of each such boat and/or wave-runner above; any changes in the boat and/or wave-runner occupying the Hoist shall be provided to OWNER in writing at the address above. OCCUPANT will be considered to be in breach of this Agreement if they place an unauthorized or unregistered boat and/or wave-runner on the Hoist. Due to the limited capacity of the Hoist, the driver shall be the only person to occupy the boat/wave-runner while it is on the Hoist; all others should load and unload from the dock. OCCUPANT shall be solely liable for any damage to the boat/wave-runner and the Hoist because of too much weight on the Hoist.

24. **No Warranties:** OWNER makes no warranties whatsoever relating to the hoist or the space occupied by the Hoist. OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE HOIST OR THE SPACE OCCUPIED BY THE HOIST INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OWNER PROVIDES THE HOIST AS IS.

25. **Limitation of Liability:** OWNER'S SOLE LIABILITY UNDER THIS AGREEMENT FOR MONEY DAMAGES RESULTING FROM CLAIMS MADE BY OCCUPANT OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT PAID BY OCCUPANT TO OWNER FOR HOIST RENTAL FOR THE SUMMER SEASON. Such damages shall be the full extent of OWNER'S monetary liability under this Agreement regardless of the form in which any such legal or equitable claim or action may be asserted against OWNER and shall constitute OCCUPANT'S sole monetary remedy. IN NO EVENT, SHALL OWNER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES RELATING TO LOSS OF INCOME OR LOST PROFITS EVEN IF OWNER IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

26. **Waiver of Subrogation:** OCCUPANT shall obtain a provision in all insurance policies carried by OCCUPANT waiving the right of subrogation against OWNER. To the extent any loss or damage is covered by any insurance policies that contain such waiver of subrogation, OCCUPANT releases OWNER from any liability with respect to such loss or damage.

27. **Entire Agreement:** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or agreements, whether oral or written, between the parties respecting the subject matter herein. No amendment or alteration of the terms hereof shall be binding upon OWNER unless the same is in writing, is dated subsequent to the date hereof, is duly executed by OWNER.

28. **Severability:** The invalidity or unenforceability of any term or provision of the Agreement shall not affect the validity or enforceability of any other term or provision hereof.