

**MISSION BAY DOCKS
SLIP LEASE AGREEMENT**

THIS SLIP LEASE AGREEMENT (“LEASE”) is made as of _____, 2019, by and between **MISSION BAY LLC**, a Missouri limited liability company, (“Landlord”) having an address at 4120 Belmont Point, Champaign, Illinois 61822, and the following party described as Tenant:

Tenant Name: _____ ;

Address: _____ ;

Mobile phone # and email address: _____ .

Description of Boat:

a. Name of Legal Owner: _____ ;

b. Registration #: _____ ;

c. Insurance company & policy#: _____ ;

d. Insurance Agent Contact Name & #: _____ ;

e. Emergency Contact Name & Phone # _____ .

(Tenant represents and warrants to Landlord that the foregoing information is true and correct as of the date of this Lease, and that Tenant will update this information from time to time as necessary to keep all information current.)

Recitals:

A) Landlord is the owner and operator under a series of permits issued by Ameren Missouri of shoreline dock improvements adjacent to Mission Bay Subdivision, Camden County, Missouri, as well as the dock improvements authorized by Ameren Missouri and located on the Mission Bay Subdivision shoreline (the “Mission Bay Docks”);

B) Tenant is the owner of a Lot in Mission Bay Subdivision, Camden County, Missouri and desires to Lease a Boat Slip in the Mission Bay Docks; Landlord desires to grant Tenant a lease for the possession and use of a Slip at the Mission Bay Docks, subject to the following terms and conditions;

C) In consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease of Slip. Landlord hereby leases to Tenant **Dock #** _____ /**Boat Slip #** _____, as shown on Exhibit A attached hereto (the “Slip”), located in the Mission Bay Docks, Camden County, Missouri.

2. Slip Use. Tenant shall comply with a) all federal, state & municipal laws, ordinances and regulations, b) all Mission Bay Subdivision covenants, conditions and restrictions of record, and c) the Mission Bay Rules attached hereto as Exhibit B, which rules Landlord may unilaterally update from time to time. Tenant acknowledges that Landlord does not police or monitor the Slip or Mission Bay Docks or provide any security for the Slip or Mission Bay Docks. Landlord is not responsible if Tenant’s boat or other property located in or about the Slip are stolen, damaged or destroyed. Tenant warrants that Tenant’s use of the Slip will in no way restrict any other party’s use of their slip or any facilities located within the Mission Bay Docks or the Mission Bay Subdivision as a whole.

3. Lease Term. This Lease shall be for a term of ninety-nine (99) years (“Lease Term”). Landlord shall have the right to terminate this Lease without cause if Landlord’s permit with Ameren Missouri for the Mission Bay Dock housing Tenant’s Slip is terminated or not renewed due to no fault of Landlord. Upon the termination of this Lease, Tenant shall, at Tenant’s own cost and expense, remove any of the items being stored in the Slip and restore the Slip as required by Landlord.

4. Rent. Tenant shall pay to Landlord the Base Rental Fee in the amount of \$ _____ immediately upon execution of this Lease. In addition to the Base Rental Fee, Landlord shall invoice Tenant on a quarterly basis during each year of the Term for the Quarterly Rental Fee, which Quarterly Rental Fee shall cover Tenant’s prorated share of all operating and maintenance expenses for Mission Bay Docks, including a management fee to Landlord. Tenant shall pay

such Quarterly Rental Fee immediately upon receipt of such invoice from Landlord, without deduction, setoff, or abatement.

5. Tenant Hold Harmless. Tenant shall hold harmless Landlord, its members, managers, officers, agents and assigns from and against all claims, liabilities, damages, costs and expenses including reasonable attorneys' fees, for injuries to any persons and damage to or theft or misappropriation or loss of property occurring in or about the Slip arising from any activity, work, or thing done, permitted or suffered by Tenant or due to any other act or omission, including negligence gross misconduct, or lack of maintenance on the part of Tenant or Tenant's assigns, invitees, and agents in connection with the use of the Slip.

6. Mechanics Liens. Tenant shall not permit any mechanic's lien to be filed against the Slip arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant in connection with Tenant's use of the Slip. If Tenant fails to cause a lien caused and/or permitted by Tenant to be released, Landlord, without investigating the validity of such lien, may pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and reasonable attorneys' fees.

7. Insurance. During the Lease Term, Tenant shall maintain at Tenant's cost, personal and bodily injury and property damage liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Slip and Mission Bay Docks of not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with respect to personal injury or death to any one person, and of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) in the aggregate and of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) property damage aggregate coverage. Such insurance policy shall be written as primary coverage and not contributing with or in excess of any coverage which Landlord may carry, shall name Landlord as an additional insured, and shall include an endorsement requiring that the policy may not be cancelled without the provision of thirty (30) days advance written notice to Landlord. Tenant shall maintain the liability policy with an insurance company rated A- or better by A.M. Best licensed in the State of Missouri.

If Tenant fails to provide proof of insurance meeting the requirements set forth herein to Landlord within 72 hours of request by Landlord, Landlord shall be authorized but not required to obtain such insurance, and Tenant shall pay to Landlord the amount of any gross premiums paid by Landlord for such insurance immediately upon delivery by Landlord of an invoice to Tenant with proof of Landlord's payment. Tenant acknowledges and confirms that Landlord assumes no responsibility to Tenant for the procurement or renewal of such insurance.

Landlord shall maintain throughout the Lease Term, Special Perils fire and extended coverage insurance in an amount equal to the replacement cost of the Mission Bay Docks with deductibles consistent with those maintained by owners of similarly situated property located in Camden County, Missouri. In the event of damage or destruction to any boat dock, Landlord will restore the same to the full extent of insurance proceeds available; provided, Landlord reserves the right to relocate the dock or individual slips within the dock as may be necessary, in Landlord's sole discretion, to accommodate additional docks or slips within docks. Landlord shall provide Tenant with evidence of Landlord's insurance within 72 hours of request by Tenant upon Tenant's execution of this Lease and payment of required fees due Landlord.

8. Restriction on Transfer. Tenant may not transfer or assign Tenant's interest in this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld provided Tenant meets the following conditions:

- a) Tenant must have complied with all Tenant obligations under the terms of this Lease, including payment of all sums due Landlord;
- b) Tenant shall transfer Tenant's Slip to a lot owner in Mission Bay Subdivision, Camden County, Missouri;
- c) Tenant's transfer to such Mission Bay Subdivision lot owner must be made using a transfer form provided by and approved by Landlord, which form shall be consistent with the terms of this Lease.

Landlord may assign its interest in this Lease to a successor owner of Mission Bay Docks which may include, without limitation, the Mission Bay Property Owners Association or similar association formed to own and maintain common areas within Mission Bay Subdivision, Camden County, Missouri.

9. Default. In the event of Tenant's breach of any Tenant obligation under this Lease, including without limitation Tenant's failure to pay any fee or sum due Landlord within fifteen (15) days after Landlord's delivery to Tenant of notice of payment due, Landlord may, in addition to any other legal remedies available to Landlord, a) serve Tenant with written notice of default, and should Tenant fail to cure such default within thirty (30) days of Landlord's service of the default

notice, immediately serve Tenant written notice of termination of this Lease, b) declare all unpaid Lease rental fees for the balance of the Lease term immediately due and take any legal action to collect fees, and/or c) perform any Tenant obligation, including removal, storage, and insurance of Tenant's boat and accessories and collect all such costs of performance from Tenant. Landlord shall be entitled to recover Landlord's attorney fees and costs of suit incurred by Landlord due to enforcement of this Lease. Failure of Landlord to declare a default or takes steps to enforce this Lease upon the occurrence of a default by Tenant shall not be deemed a waiver by Landlord. No waiver by Landlord of a default by Tenant shall be implied, and no express waiver by Landlord shall affect any default other than the default specified in such waiver and then only for the time stated therein.

If Tenant fails to make any payment due Landlord in a timely manner, Landlord may collect from Tenant a late charge in the amount of five percent (5%) of the payment due; moreover, Tenant shall also pay interest on such unpaid obligation at the rate of eighteen percent (18%) per annum, or if less, the maximum rate allowed by law, until paid.

10. Miscellaneous:

- a) All of the recitals set forth in this Lease are true and correct and are hereby incorporated as substantive terms of this Lease;
- b) This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Missouri;
- c) For convenience, this Lease may be executed in any number of counterparts, each of which shall be deemed an original. All such counterparts when taken together shall constitute one and the same instrument. For purposes of executing this Lease, any signed document transmitted by facsimile transmittal or email shall be considered as an original signature, having the same binding legal effect as an original document. At the request of any party, any document transmitted via facsimile or email shall be re-executed by the relevant party in an original form, it being agreed that the failure by any party to so re-execute such document shall not affect the binding legal effect of such document;
- d) The invalidity or unenforceability of any provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted;
- e) Time is of the essence with respect to obligations and duties under this Lease;
- f) Except as otherwise expressly provided herein, the execution and delivery of this Lease shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties;
- g) The exhibits and schedules attached to this Lease are incorporated in the Lease. The terms Landlord and Lessor shall be used interchangeably throughout this Lease, the exhibits and schedules; the terms Tenant and Lessee shall be used interchangeably throughout this Lease, the exhibits and schedules;
- h) This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Tenant and Landlord as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

11. Additional Terms:

IN WITNESS WHEREOF, the parties have executed this Lease on the day first above written.

LANDLORD:

TENANT:

Mission Bay LLC,
an Illinois limited liability company

_____.

By: _____.

_____.

Its: Manager

EXHIBIT A

**MISSION HILLS DOCKS
DOCK 2B: SLIP DIAGRAM**

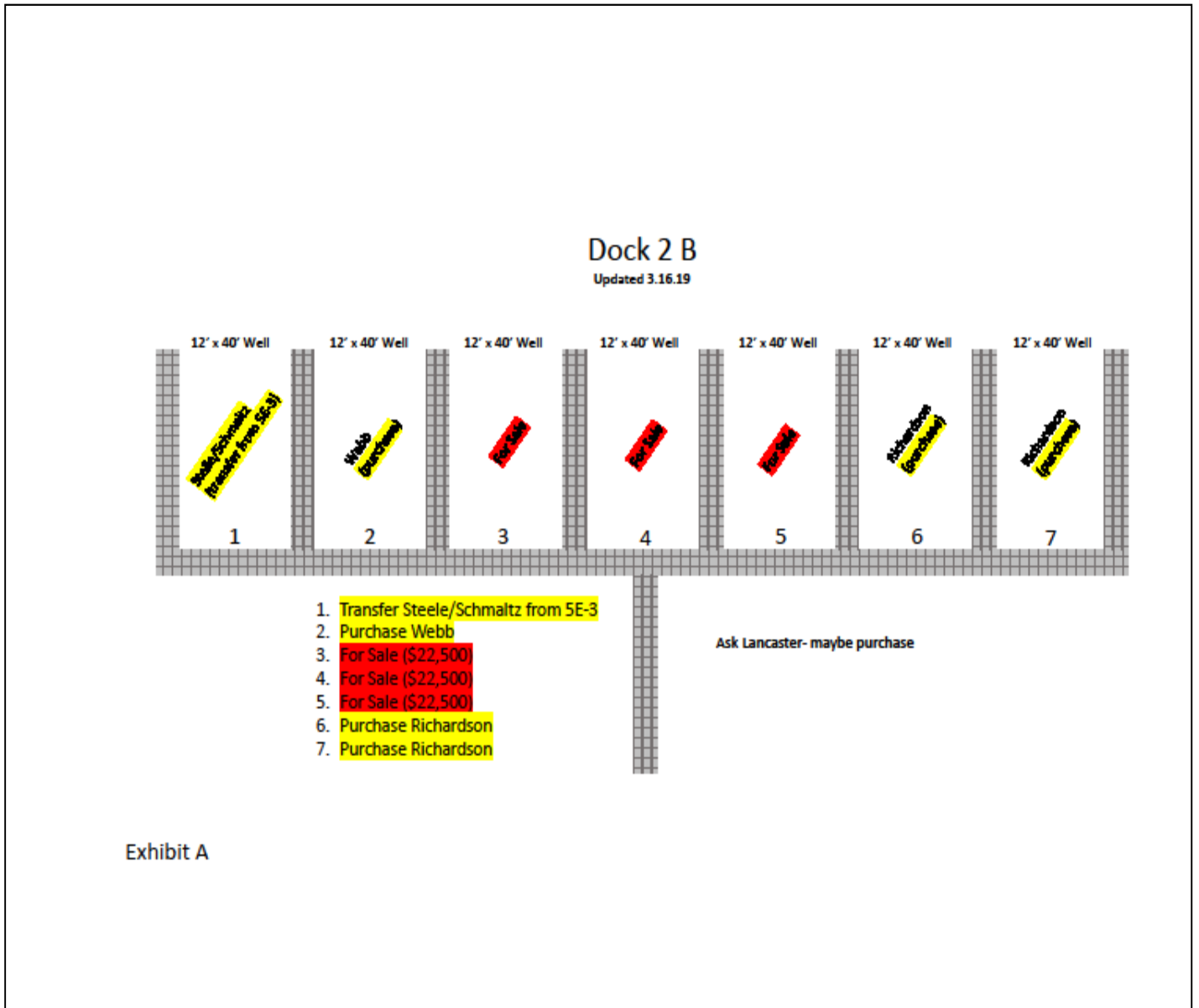


Exhibit A

**MISSION BAY SUBDIVISION
DOCK RULES & REGULATIONS
Exhibit B**

“Lessee” = Any Mission Bay Home or Townhome owner who has “purchased” a long-term lease or “right-to-use”, and is paying an annual assessment. All rules for Lessee correspondingly apply to tenants and/or guests.

“Lessor” = Mission Bay Owner’s Association or its assigned dock owner.

MISSION BAY DOCKS

1. Mission Bay Docks Slip Tenants/Lessee must be lot owners in Mission Bay Subdivision, Camden Co., Missouri. Owners may purchase 1 boat slip per lot. Developer may allow requests for additional slips depending on availability.
2. Lessee will make no additions, changes or modifications to any portion of his dock or to any general dock area without prior written consent of lessor or lessor’s agent.
3. Lessee will keep all areas as well as personal dock area clean and free of any impediment (boxes, lockers, ice chest, fishing gear or any personal property).
4. Lessee shall not install or cause to be installed any locker or storage area on any dock without written permission from lessor or its agent. Only prescribed dock lockers will be allowed. (Contact lessor or lessor’s agent for specifications).
5. Lessee will not store nor permit storage of any flammable fuels, oils or chemicals in or around his locker or dock area.
6. **ABSOLUTELY NO FUEL IS TO BE CARRIED ONTO THE DOCKS OR USED AT THE DOCK AREA AT ANY TIME.** Any gas spill shall be reported immediately to the Lessor or agent (000-000-0000).
7. Lessee shall, at all times, use the slip or any other area of the dock only for its intended purpose and for docking of a watercraft of the size and character suited to the slip and approved by Lessor. Boats cannot extend (stick out) beyond the end of the slip nor can the boat extend over the interior walkway.
8. Lessee shall use the highest standards of boating safety, courtesy and cleanliness and shall fully comply with all applicable state and local boating laws.
9. Lessee shall not install or cause to be installed any boatlift, hoist or device to secure boat to slip without written approval from Lessor or agent.
10. The boat slip hoist manufacturer must be approved by the developer and must be properly installed. Owners are responsible for incorrectly installed hoists and for repairing any damage that may result to the dock as a result thereof. All hoists must be in good condition and properly maintained at all times.
11. Lessee shall not install or cause to be installed rough water stops (hoist stabilizer).
12. No action by any Lessee which interferes with the “quiet enjoyment” or surrounding residences is allowed.
13. Lessee will instruct hoist installer to grind down the underside of concrete pads so as to allow bolts which fasten to the dock to be inset in the concrete pavers, thus ensuring the concrete pavers are consistently flat along with entire walkway.
14. Lessee assumes financial responsibility for repair or any damage to his assigned slip that may have been caused by the installation and use of a boatlift or through lessee’s neglect or abuse. Lessee shall be responsible for their guest’s boat and any subsequent damage to their boat or Association dock when tied to any area or portion of the Mission Bay docks. Guests may tie up at the end of any dock but in no case can a guest boat remain overnight.
15. Only on the right side finger nearest your slip can be used for your lift control box.
16. Shore power can be supplied for an additional fee. (Existing electrical service is not adequate for shore power).
17. Lessee shall not advertise any property, service or leasehold for sale, use or rent on or within the premises of the Mission Bay Docks not on the Mission Bay residential property.
18. Lessor may, after reasonable attempts to cure any violation of any provision of the lease or any violation of a rule or regulation, levy a fine on lessee committing or causing said violation. Fine may be up to \$10.00 per day, a singular fine of up to \$4,500.00, or both. Unpaid fines will be added to lessee’s account and if unpaid, will be treated the same as delinquent assessments.
19. No children under ten (10) years of age are allowed on the docks without adult supervision and without wearing an appropriate floatation device.
20. No skateboards, scooters or roller blades are allowed on the docks.

21. Lessor reserves the right to amend these rules and regulations as situation may warrant.

POOLS AND SPA

1. Pool and spa hours at 9:00am until 10:00pm and can only be used during these time periods.
2. There is NO LIFEGUARD ON DUTY- SWIM AT YOUR OWN RISK.
3. Children under ten (10) years of age are not allowed in the pool area without parental supervision and without wearing a floatation device if appropriate.
4. No glass in or around pool area.
5. Pool furniture is not to be removed from the pool area for any reason.
6. No skateboards, scooters or rollerblades are allowed around the pool area.
7. No food in pool. Snacks are allowed on the pool deck area.
8. No diving.
9. No pets are allowed in the pool area.