

Moorage License Agreement

Canyon Lake Marina and Campground
A WESTREC PROPERTY

Owner _____, Slip No. _____

Please read this document carefully as you are giving up rights and incurring obligations to us. This Agreement is fully intended to be legally binding on you. If you have any doubts concerning any aspect of its contents, consult an attorney before you sign it.

THIS MOORAGE LICENSE AGREEMENT (this "**Agreement**") is made by and between Canyon Lake Associates, a California limited partnership doing business as Canyon Lake Marina (referred to in this Agreement as "**we**," "**our**," and "**us**") whose contact information for Notices is 16802 NE Highway 88, Apache Junction, AZ 85190 for US mail, 16802 NE Highway 88, Tortilla Flat, AZ 85190 for personal, messenger, or overnight courier delivery, and info@CanyonLakeMarina.com for email; and the undersigned Owner of Your Boat (referred to in this Agreement as "**you**" and "**your**") to be effective, although not necessarily signed, as of _____, 20____ (the "**Effective Date**").

CERTAIN DEFINITIONS. As used in this Agreement, the following terms will have the following meanings:

"Additional Charges" means all sums, fees, and charges due from you under this Agreement other than the License Fee, and includes all electrical and water service fees, fuel charges, Late Payment Fees, Uncollectible Check Fees, interest, storage fees, towing fees, attorney's fees and costs, and any and all other sums, fees, and charges owed by you under this Agreement.

"Authorized Users" means persons authorized by you and approved by us to use the Marina even in your absence.

"Boat" means watercraft of any size, type, or nature whatsoever, and its appurtenances, rigging, fixtures, improvements, additions, and contents. **"Your Boat"** means the Boat that you own, is approved by and registered with us, for which you pay the designated License Fee and the Additional Charges, and that we assign to a Slip pursuant to this Agreement and the License.

"Docks" means, collectively, the Slips, docks, fingers, piers, moorings, over-water walkways, shade structures, superstructures, and roofs.

"Due Date" means the date by which the payment of the License Fee or any Additional Charges is first due and must be received by us.

"Game & Fish" means the Arizona Department of Game & Fish, including any successor or replacement agency.

"Guest" means any and all of your or any and all of your Authorized Users': family members, friends or other invitees; licensees; agents; contractors; employees; or any other person or party claiming by or through you or an Authorized User. A person is a Guest whether or not expressly authorized by you or an Authorized User, whether adult or child, and "Guest" includes the pets of all such persons.

"Indemnitees" means, collectively, we and our partners, officers, directors, employees, agents, successors and assigns.

"License" means the personal, non-exclusive, non-transferrable, and revocable license that we grant to you pursuant to this Agreement that allows you to moor Your Boat in Your Slip and otherwise use the Marina.

"License Fee" means the fee you pay us in exchange for our grant of the License and consists of, collectively, the dockage fee, dry storage fee, tax, hoist fee, and gate key fee, as may be applicable to you.

"Marina" means, collectively, the Docks, fuel and oil storage tanks, refueling stations, Boat maintenance and repair facilities, dry storage areas and facilities, Boat launching ramps, pump-out dock, watercraft trailer and motor vehicle parking areas, recreational vehicle and travel trailer parking areas, fresh water and waste water treatment plants, roads, walkways on land, restrooms, showers, food service facilities, retail stores and shops, tour boat ticket offices and docks, picnic areas, campgrounds, other common areas, our offices, other buildings, structures, facilities, amenities, services, real property, and personal property collectively comprising the development currently known as Canyon Lake Marina and Campground, as the name of the development or any portion of it may from time to time change.

"Notice" means any notice, request for consent or for the taking of an action, demand, or other communication provided for by this Agreement or that either you or we may wish to send to the other.

"Owner" means the owner, including you, of a Boat that that has been assigned a Slip in which to moor their Boat pursuant to an agreement and license similar to this Agreement and the License.

"Rules" means any and all rules and regulations that we may establish respecting your use of the Marina, as the same from time to time may be amended, replaced, updated, or supplemented.

"Slip" means an individual berth or moorage space at the docks or other parts of the Marina in which Owners moor their Boats. **"Your Slip"** means the Slip we have assigned to you pursuant to this Agreement and the License in which to moor Your Boat, as the assigned Slip may change from time to time.

"Term" means the initial term of this Agreement and any renewal term.

"USDAFS" means the United States Department of Agriculture - Forest Service, including any successor or replacement agency.

"Marina Users" means, collectively, any and all persons who in any way use any part of the Marina, including Owners, Authorized Users, guests, vendors, and the general public.

1. GRANT OF LICENSE; NO TRANSFER; TERM; RENEWAL.

1.1 Grant of License. In consideration of your payment of the License Fee, the Additional Charges, and all other sums that may be or become due, and subject to your complete and timely performance of the terms and conditions set forth in this Agreement and of the Rules, we hereby grant to you and you hereby accept the License.

1.1.1 The License grants you only the right to use the Marina subject to the terms and conditions set forth in this Agreement and in the Rules, and does not grant you any right to use any portion of the Marina as a lease or rental of residential property, as a dwelling, or for any other purpose. You have no and will not acquire any property interest in Your Slip or any other portion of the Marina.

1.1.2 The License is personal to you, and you must not sell, transfer, gift, bequeath, or otherwise dispose of this Agreement and the License, or any or all of your rights and obligations under this Agreement or the License, whether voluntarily, involuntarily, or by operation of

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law. Any attempted or purported sale, transfer, gift, bequest, or other disposition of this Agreement and the License is void and is grounds for immediate termination of this Agreement and revocation of the License.

1.1.3 No relationship exists between you and us as the result of this Agreement and the License other than that of licensor and licensee. We do not accept Your Boat for bailed storage, are not liable for the safekeeping of Your Boat or any other of your property, and are not responsible to you, and you hereby knowingly and voluntarily relieve us from liability, as a warehouseman, liveryman, bailee, or landlord, you hereby agreeing that none of those relationships exists between you and us and that we merely grant to you the License to use the Marina subject to the terms and conditions of this Agreement and the Rules.

1.1.4 You hereby represent and warrant to us that you have inspected and hereby accept the Marina in general, and Your Slip in particular, in their present condition, and you hereby agree that they are suited for your contemplated use and do not violate any warranties applicable to Your Boat.

1.2 **Term; Renewal.** The initial term of this Agreement and the License will commence on the Effective Date. Unless sooner terminated as provided in this Agreement, the initial term will expire at 5:00 P.M. local Arizona time on March 31, 20__ (the “**initial term**”). After the initial term, this Agreement and the License will automatically renew for successive additional terms of one year each (a “**renewal term**”), all commencing on April 1 of each year and expiring at 5:00 P.M. local Arizona time on March 31 of each year.

1.2.1 Notwithstanding the automatic renewals described above, either you or we may cause this Agreement and the License to expire and not automatically renew by giving the other party Notice of non-renewal at least 30 days before the end of the initial term or the then-current renewal term, as the case may be. Expiration of this Agreement will constitute termination for all purposes.

1.2.2 Notwithstanding the automatic renewals described above, this Agreement and the License will not automatically renew if: (a) on the last day of any then-expiring Term you are in default under any provision of this Agreement; (b) you have been in default under any provision of this Agreement more than one time during the then-expiring Term even if you have cured the defaults; or (c) you have been in default under any provision of this Agreement two or more times during the 24 months preceding the expiration date of the then-expiring Term even if you have cured the defaults. In any such case, this Agreement and the License will automatically and without Notice expire on the expiration date of the then-expiring Term unless we, in our sole discretion, elect to renew.

2. **FEES AND CHARGES.**

2.1 **License Fee.** The License Fee for the initial term is set forth in the Boat Owner Master Information attached to this Agreement, and is payable in full in advance without offset, deduction, or requirement of Notice.

2.1.1 Different Slips have different License Fees. If Your Slip is changed during the initial term or any renewal term, whether it is changed by us on our own initiative or at your request, the License fee may increase or decrease. If the new License fee for Your Slip is increased, then you must pay us the new License Fee for the remainder of the then-current Term, minus the old License Fee, if any, you have pre-paid for Your Slip. If the License fee for Your Slip is decreased, then we will credit your account for the amount by which the new License Fee is less than the old License Fee you have pre-paid for Your Slip.

2.1.2 We may increase the License Fee with each renewal of the License, and the new License Fee will become effective automatically on the first day of each renewal term. We will endeavor to give you Notice of any increase at least 30 days before the effective date of the new License Fee.

2.1.3 We may offer a discount on the License Fee if you pay it in advance, such as a pre-paid 12-month Term, as set forth in our then-current rate sheet. Your right to the discount is conditioned on your full performance of this Agreement for the entire pre-paid Term. If this Agreement is terminated by reason of your default or at your request before the scheduled expiration date of the pre-paid Term, you must pay us the difference between the discounted License Fee and the non-discounted License Fee for the entire pre-paid Term.

2.2 **Other Fees and Charges.** You are responsible for the full and prompt payment of any and all Additional Charges applicable to your account. We will bill you periodically for any Additional Charges owing.

2.3 **Billing Statements.** Payment in full of License Fees and Additional Charges is due upon your receipt or deemed receipt of our billing statements or invoices. You are not relieved of your obligation to pay License Fees and Additional Charges even if for some reason you do not receive a billing statement or invoice.

2.4 **Commercial Account.** You and we hereby agree that all License Fees and Additional Charges due under this Agreement concern a commercial account and are not a retail installment transaction in any respect.

2.5 **Performance Deposit.**

2.5.1 Simultaneously with your execution of this Agreement, you must deposit with us the amount set forth in the Boat Owner Master Information attached to this Agreement to secure your performance of all of the terms, covenants, and conditions of this Agreement to be kept and performed by you (the “**Performance Deposit**”). The Performance Deposit is not an advance payment of the License Fee or the Additional Charges, nor intended to be the measure of our damages in the event of your default. The Performance Deposit: (a) will not be held in trust for you; (b) will not bear interest for your benefit; (c) need not be held by us in a separate bank account or otherwise segregated from our other funds or accounts; and (d) until you are entitled to the return of the Performance Deposit, may be used by us for such purposes as we may determine.

2.5.2 We may, but are not obligated to, and without prejudice to any other right or remedy available to us, use or apply all or any portion of the Performance Deposit for the payment of any sum in default, or for the payment of any other amount that we may spend or become obligated to spend by reason of your default under this Agreement, or to compensate us for any loss or damage that we suffer from or as the result of your default under this Agreement. Our use or application of all or any portion of the Performance Deposit does not: (a) cure the default to which the use or application relates; and (b) constitute a waiver of our right to terminate this Agreement and revoke the License because of your default, or of any other right or remedy we may have under this Agreement or applicable law including our right to sue for damages if the Performance Deposit is insufficient to cover our losses or damages.

2.5.3 The Performance Deposit we hold must always be equal to the greater of (a) \$500, or (b) either one-twelfth (1/12) of the then-current annual License Fee if you are prepaying annually, or one month of the then-current monthly License Fee if you are paying monthly, whichever is applicable. Accordingly, if we do use or apply all or any portion of the Performance Deposit to remedy any default by you, you must pay us, within five days after your receipt or deemed receipt of Notice from us, all amounts necessary to restore the Performance Deposit held by us to its original amount. In addition, if the License Fee increases, such as following a new Slip assignment or renewal of this Agreement, you must pay us, promptly upon Notice from us, all amounts necessary to make the Performance Deposit held by us equal to the required amount calculated as set forth in the first sentence of this Section 2.5.3.

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2.5.4 We will return the Performance Deposit to you within a reasonable period of time after the expiration or sooner termination of this Agreement and the License, where 30 days is deemed a "reasonable period of time," provided you have complied with all of the terms, covenants, and conditions of this Agreement, less any amounts necessary to cure any uncured defaults by you.

2.6 Late Payments; NSF Checks; Interest; Partial Payment.

2.6.1 You hereby acknowledge the importance of paying all monies due under this Agreement in full and no later than the Due Date, and further acknowledge that our receipt of your payment after the applicable Due Date, or your payment of less than the full amount payable, will cause us to incur various costs and expenses not contemplated under this Agreement (including loss of use of money, administrative and collection costs, and processing and accounting expenses), the exact amount of which will be extremely difficult or impracticable to determine. Accordingly, if we have not received the full amount of any payment required under this Agreement by the date that is the 5th day after the Due Date for that payment then, and in each such event, you must pay a fee (the "**Late Payment Fee**") equal to four percent of the overdue payment, or \$25, whichever is greater. You further agree that the Late Payment Fee represents a reasonable estimate of, and is fair compensation to us for, costs and expenses that we will incur as the result of your delinquent payment.

2.6.2 You hereby acknowledge that any payment made by you that is not collectable by us upon presentment of your check, draft, money order or other form of payment (in any case, a "**check**") because of insufficient funds, closed account, bank error or any other reason whatsoever will cause us to incur various costs and expenses not contemplated under this Agreement (including bank charges, loss of use of money, administrative and collection costs, and processing and accounting expenses), the exact amount of which will be extremely difficult or impracticable to determine. Accordingly, in any and all such instances: (i) in addition to paying the amounts originally owed plus the applicable Late Payment Fee, you must pay an administrative handling fee (the "**Uncollectible Check Fee**") equal to the greater of \$50, or the actual amount our bank assessed our account because of the uncollectible check plus \$20, within five Business Days after your receipt or deemed receipt of Notice from us of the Uncollectible Check Fee amount; and (ii) we may at our sole option require that you tender any and all subsequent payments owed by you under this Agreement in cash, cashier's check or wire-transferred funds, as we may elect. You further agree that the Uncollectible Check Fee represents a reasonable estimate of, and is fair compensation to us for, our costs and expenses that will be incurred as the result of your uncollectible check. Any attempted payment made by you with an uncollectible check will be considered as if no payment has been made at all and may, at our option, subject you to such liability and damages for the tender of an uncollectible check as may be available to us at law or in equity.

2.6.3 Neither your payment nor our acceptance of any Late Payment Fee or Uncollectible Check Fee will: be deemed to excuse or cure a late payment or a payment made with an uncollectible check; restrict our exercise of any other or further right or remedy, including the right to terminate this Agreement and revoke the License; or be deemed a modification, waiver, or release of any of your obligations under this Agreement.

2.6.4 Any and all delinquent sums due under this Agreement, including unpaid Uncollectible Check Fees or Late Payment Fees, will at our sole option bear interest at the rate of 1.5% per month (18% per annum) from the applicable Due Date until paid in full.

2.6.5 Our acceptance of installments or other payments in any one or more instances without the Uncollectible Check Fee, the Late Payment Fee, or interest also being paid, or any delay in imposing those Fees or interest, will not constitute a waiver of: (a) our right ultimately to collect the same; (b) the event of default created by your failure timely to pay the same; or (c) our right to collect and your obligation to pay the applicable Uncollectible Check Fee, Late Payment Fee, or interest in future instances of late or uncollectible payments. Your failure to pay the Uncollectible Check Fee, the Late Payment Fee, or interest will be an event of default under this Agreement.

2.6.6 Nothing in this Section 2.6 obligates us to: (a) accept any attempted payment after the applicable Due Date or for less than the full amount then due; or (b) accept any check bearing a notation or legend purporting to be an accord and satisfaction. We may accept any partial payment, and may endorse, cash, or deposit any check, without waiving our right to collect the full amount you owe.

3. GENERAL TERMS AND CONDITIONS.

3.1 Access. So long as you are not in default under this Agreement or the Rules, you may have access to the Marina including Your Slip. We have the right but not the obligation to restrict the access of other persons to the Marina at any and all times, and the access of you and other Owners during certain hours (such as evenings), by means of fences, gates, access codes, and other means. We may change the fences, gates, access codes, and other means of restricting access from time to time as we deem appropriate in our sole discretion. We have no duty to check the identification of or otherwise screen any person who operates Your Boat or uses Your Slip. We do not want to hold and will not be responsible for the safekeeping of your keys, combinations, or access codes.

3.2 No Substitution; Boat Mooring; One Boat.

3.2.1 You may moor only Your Boat in Your Slip, and must not, at any time or for any reason without our prior consent, moor in Your Slip or allow the mooring by others in Your Slip of any Boat other than Your Boat. As used in this Agreement, to "**moor**" a Boat in a Slip means the Boat is occupying all or any part of the space within or adjacent to a Slip whether or not the Boat is tied up to the Slip.

3.2.2 You must not, at any time or for any reason without our prior consent, moor any Boat including Your Boat in any Slip other than Your Slip, regardless of whether another Boat is also moored in the other Slip.

3.2.3 Only one Boat at a time may be moored in a Slip. All Boats that are moored must be moored in Slips, and are not allowed on the Docks, on our shore, or at any other part of the Marina without our prior consent.

3.2.4 The License we grant you under this Agreement is for only a single Boat, that being Your Boat. If you own additional Boats and would like to moor them at the Marina, you must first obtain our prior consent, which consent may take the form of Licenses or other written permission. Similarly, if you wish to replace Your Boat with a different Boat you own, you must first obtain a License for the replacement Boat. You cannot avoid the need to License each Boat you bring to the Marina by, for example, tying up your additional Boat to or alongside another Boat, whether that be Your Boat or a Boat owned by someone else, or by dragging it up on our shore.

3.2.5 If you violate any of the provisions of this Section 3.2, you must remove or cause to be removed the violating Boat immediately upon receiving our verbal or written instructions to remove. If you refuse, fail, or delay removing the violating Boat, we have the right but not the obligation to remove and store, or sell or otherwise dispose of, the Boat at your expense, all as set forth in Section 6.3.

3.3 Guests and Authorized Users.

3.3.1 Your Authorized Users may exercise the rights and privileges under the License, but you must not allow or attempt to allow any person other than Authorized Users to exercise any of the rights and privileges under the License except as provided in this Section 3.3.

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3.3.2 Your initial Authorized Users are listed on Schedule 1 to this Agreement, and Schedule 1 may be amended or updated from time to time. We may accept or reject any or all proposed Authorized Users and, even after we have accepted Authorized Users, we may revoke at any time the privileges of any or all Authorized Users who do not comply with this Agreement or the Rules.

3.3.3 You and your Guests and Authorized Users may use the Marina, subject to this Agreement and the Rules, provided you or an Authorized User is present at all times during use of the Marina. Except for Authorized Users, you must not permit your Guests to use the Marina when you or an Authorized User are not physically present at the Marina. You are responsible for the proper conduct of all of your Guests and Authorized Users, and their pets, and for the full cost of any damage, injury, or other loss or harm they or any of them cause or to which they contribute.

3.4 Insurance. Any property and casualty and liability insurance policies we carry on all or any portion of the Marina are for our own benefit and protection. Our insurance does not cover you or your Authorized Users, or the Guests or pets of you or your Authorized Users.

3.4.1 You must obtain and at all times during the Term maintain insurance, in such minimum amounts as we may from time to time require in our sole discretion, covering: theft, fire, or other loss of or damage to Your Boat, Boat trailer, motor vehicles, or any other of your personal property from any cause whatsoever; loss of or damage to the Boats, Boat trailers, motor vehicles of other Owners any other of their personal property, or to any portion of the Marina, caused in any way in whole or in part by you, your Guests or their pets, your pets, your Authorized Users or Your Boat; and injury to or death of any persons or pets, including the cost of medical care, caused in any way in whole or in part by you, your Guests, your pets, your Authorized Users or their pets, or Your Boat. We may require you to have us named as an additional insured under your insurance policy or policies.

3.4.2 If any of the events described in Section 3.4.1 or any other insurable peril occurs, you hereby agree to look solely to your own insurance to cover any such loss, theft, damage, or injury, and you hereby knowingly and voluntarily waive any right to recover from us or any insurance we maintain.

3.4.3 We may require you from time to time to furnish certificates of coverage or other proof of your compliance with these insurance requirements. Upon giving you Notice, we may specify and from time to time change minimum insurance coverage amounts and maximum deductibles as we deem appropriate in our sole discretion. If we do specify minimum insurance coverage amounts or maximum deductibles, then you must obtain the specified coverages by the date that is the 30th day after the date of our Notice.

3.5 Waiver of Subrogation. On behalf of yourself and your heirs, personal representatives, successors, and permitted assigns, you hereby knowingly, irrevocably, and expressly waive any and all rights to assign or subrogate causes of action or claims that you have against Indemnitees or any of them, and you hereby agree that you will not make any such assignment or subrogation.

3.6 ASSUMPTION OF THE RISK; HOLD HARMLESS. IN CONSIDERATION OF OUR GRANT OF THE LICENSE YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND PERMITTED ASSIGNS, HEREBY ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE MARINA AND HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, COSTS, EXPENSES, AND LIABILITY WHATSOEVER (INCLUDING JUDGMENTS, AWARDS, ATTORNEY'S FEES, AND COURT COSTS) ARISING FROM INJURY OR DEATH TO ANY PERSON OR PETS, OR DAMAGE TO OR LOSS OF ANY PROPERTY, OCCURRING DURING OR CONNECTED WITH YOUR USE OF THE MARINA UNLESS CAUSED SOLELY BY OUR GROSS NEGLIGENCE OR OUR INTENTIONAL OR WILLFUL MISCONDUCT.

INDEMNITEES ARE NOT LIABLE FOR, AND YOU HEREBY RELEASE THEM FROM, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES EXCEPT IN CASE OF OUR GROSS NEGLIGENCE OR OUR INTENTIONAL OR WILLFUL MISCONDUCT.

YOUR OBLIGATIONS UNDER THIS SECTION 3.6 WILL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT AND THE LICENSE.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT WE WOULD NOT GRANT YOU THE LICENSE BUT FOR YOUR AGREEMENT TO THE PROVISIONS OF THIS SECTION 3.6.

As used in this Section 3.6, the term "**your use of the Marina**" means use of the Marina by you, your Guests, and your Authorized Users, or any of them.

3.7 Slip Reassignment. We reserve the right to re-assign Your Boat at any time and from time to time to any other Slip that we, in our sole discretion, believe to be in the best interest of the Marina and Marina Users. You must move Your Boat to the newly-assigned Slip within five Business Days after receiving our Notice of the Slip reassignment. If you refuse, fail, or delay moving Your Boat, you hereby irrevocably authorize us to move Your Boat to the new Slip at your expense or, at our sole discretion, to remove and store, or sell or otherwise dispose of, Your Boat at your expense, all as set forth in Section 6.3.

3.7 Dogs and Other Pets. You and your Authorized Users, BUT NOT your Guests and not Guests of Authorized Users, may bring no more than two dogs at any one time onto the Docks. You must furnish to us in advance a copy for our files of the current rabies certificate for each dog brought to the Marina. GUESTS MUST NOT BRING DOGS OR OTHER ANIMALS TO THE DOCKS. You are solely responsible for any damage or other harm to any person or property in and around the Marina caused in whole or in part by a dog or other animal brought to the Marina by you, any of your Authorized Users, or any Guest of yours or of any of your Authorized Users.

3.8 Boat Size; No Overhang. Unless you obtain our prior written consent to the contrary, Your Boat must fit entirely within the horizontal dimensions of Your Slip and no part of it may extend over any part of Your Slip or beyond the open end of Your Slip. If a longer Slip becomes available, you must relocate Your Boat promptly upon Notice from us and must pay the applicable License Fee for the longer Slip. Should we consent to any overhang, you must pay us the prevailing per-foot charge for any approved overhang of three feet or more.

3.9 No Duty on Our Part. We may but are not obligated to have employees, staff or non-employee third parties patrol the Marina. You must follow any verbal or written instructions given by such persons. However, such persons are not law enforcement; nor can they be everywhere in the Marina at all times. Therefore, we hereby disclaim and, except in case of our gross negligence or our intentional or willful misconduct, you hereby release us from any responsibility or liability for: (a) any loss, theft, or damage to Your Boat, any trailer for Your Boat, your motor vehicles, or any other of your property; and (b) injury or death of any persons or pets.

3.10 Your Duty to Inspect and Maintain; No Polluting; Safe Condition.

3.10.1 We have no duty to, and you have sole responsibility for, the inspection, maintenance, repair, condition, safety, security, and seaworthiness of Your Boat. You must at all times ensure the proper licensing of Your Boat and full compliance with federal, state, and local laws in any way applicable to you or Your Boat. You must maintain Your Boat in safe and seaworthy condition and repair at all times, and must not permit Your Boat or any other Boat at your Slip to become unserviceable, damaged, or fully or partially submerged. Within 10 Business Days after receiving our Notice of unserviceable, damaged, or fully or partially submerged condition, you must remove Your Boat

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or any other Boat that occupies Your Slip in that condition from Your Slip and from the Marina. However, you must not remove Your Boat until you have paid all sums then due.

3.10.2 You must not at any time or for any reason discharge into the lake or any part of the Marina any form of waste, garbage, debris, oil, gasoline, or other pollutants or hazardous or toxic substances or materials from Your Boat or Your Slip. As used in this [Section 3.10](#), “**hazardous or toxic substances or materials**” means those substances or materials that are defined as “hazardous or toxic” in or are regulated under any federal, state, and local laws or agency regulations.

3.10.3 You must ensure that Your Boat and Your Slip do not at any time or in any manner pose a fire or other safety hazard to other persons or their property or to the Marina. Your duty includes: removing loose combustibles; ensuring the engine compartment is adequately ventilated and drained; inspecting float switches for normal operation; ensuring batteries are secure and safe; ensuring that Your Boat is secured properly to Your Slip; ensuring the proper storage and safe condition of storage tanks for gasoline, oil, alcohol, liquid petroleum gas, and liquid natural gas; and properly maintaining stoves, heaters, and other appliances.

3.10.4 We have the right but not the obligation to inspect Your Boat and Your Slip at any and all times, and without giving you prior Notice, to determine whether in our sole discretion you are complying with your obligations under this [Section 3.10](#). If we determine you are not complying with your obligations, we may take such actions as we in our sole discretion feel are necessary or appropriate under the circumstances (that is, based on the severity of the noncompliance or the degree of the unsafe condition), including the immediate removal and storage or disposal of Your Boat at your expense, and the immediate termination of this Agreement and the License without waiving our right to require your payment of costs we incur as the result of your failure to comply.

3.11 Utilities.

3.11.1 We may but are not obligated to provide electric and water service, or either of them, to the Slips. Any electric or water service we do provide will be provided to you solely as a courtesy and not as our responsibility. If provided, we may discontinue providing electric and water service, or either of them, at any time in our sole discretion. We have no responsibility for any problems with electrical or water service, including: (a) low or high water pressure, water service outages, or water contamination; (b) electric power outages, reductions, or surges; or (c) for any damage or harm to you, Your Boat, your equipment, or other property that occur as the result of (a) or (b). You must pay for all electricity and water consumed by you as shown on the power and water meters at Your Slip; we are not responsible for any unauthorized use by other persons of electricity or water drawn from the outlets and spigots at Your Slip. All invoices for electrical and water service are payable immediately upon your receipt. If you fail to pay or delay in paying, we may cause the electrical or water service, or both, to be shut off without prior notice, and nonpayment or late payment is grounds for immediate termination of this Agreement and revocation of the License.

3.11.2 Cellular telephone and wireless internet network (wi-fi) service may be available in and around the Marina. To the extent we have provided either service, we may discontinue the service at any time without liability to you. With respect to either service, we do not guarantee adequate or continuous coverage or performance and have no responsibility for any problems whatsoever including: (a) poor signal strength or coverage; (b) service outages and interruptions; (c) dropped calls; (d) infection of your equipment by viruses or other malware; and (e) interception by third parties of any voice, data, or text you transmit or receive.

3.12 No Abandoned Boats or Slips.

3.12.1 You must not abandon Your Boat. You will be deemed to have abandoned Your Boat if you leave it without our consent: (a) at Your Slip without continuing to pay the License Fee and all applicable Additional Charges; or (b) anywhere else at the Marina, whether or not you continue to pay License Fees and Additional Charges. Failure to comply with this [Section 3.12.1](#) is grounds for immediate termination of this Agreement and revocation of the License. In that event, we may but are not obligated to remove and store, or sell or otherwise dispose of, Your Boat at your expense, all as set forth in [Section 6.3](#).

3.12.2 You must not abandon Your Slip. You will be deemed to have abandoned Your Slip if you remove Your Boat without submitting to us a properly-completed Boat removal form, even if you continue to pay License Fees and Additional Charges. Failure to return Your Boat to Your Slip within 10 Business Days after such removal is grounds for immediate termination of this Agreement and revocation of the License.

3.13 Boat Lifts. You must not install, locate, or use a Boat hoist or lift (a “**lift**”) in or adjacent to Your Slip without our prior written consent. We may require you to obtain training before you operate the lift. Your operation of any lift, whether our lift or yours, is solely at your own risk. You must strictly follow all: procedures set out in the operator’s manual for the lift; training and instructions; and instructions, if any, we give. We hereby disclaim, and you hereby release us from, all responsibility and liability for any and all of the following that occur during or connected with your use of a lift except in case of our gross negligence or our intentional or willful misconduct: (a) any loss or damage to Your Boat, any other Boat, or any other of property of yours or of others; (b) any loss or damage to Your Slip or any other part of the Docks, or to the lift; and (c) injury to or death of persons or pets.

3.14 Your Conduct at the Marina. You, your Authorized Users, your Guests, and Guests of your Authorized Users must at all times conduct yourselves in a manner that will promote safety and harmony at the Marina, and that will minimize the potential for in any way: (a) causing injury to persons or their pets; (b) causing damage to or loss of property; (c) causing a nuisance, disturbance, or annoyance; (d) adversely affecting the use or enjoyment of the Marina by other Marina Users; (e) causing harm to the reputation or goodwill of us or the Marina; or (f) impeding our efficient and safe operation of the Marina. Verbal and written instructions from our employees, staff, or security personnel concerning any of the foregoing matters must be followed immediately and completely. There must be no disobedience or disrespect including verbal abuse of our employees, staff, or security personnel. Violation of this [Section 3.14](#), as violation is determined by us in our reasonable discretion, is grounds for immediate termination of this Agreement and revocation of the License.

3.15 Our Decisions and Consent. All decisions regarding the operation of the Marina will be made solely by us in the exercise of our sole discretion, including the following matters: Slip assignments; vehicle parking; hours of operation; security and safety; Guests; adoption, interpretation, enforcement, and amendment of the Rules; and all other matters pertaining to the use of the Marina by you and other Marina Users. Unless specified to the contrary in a given provision of this Agreement, any consent we are asked or entitled to give may be granted, withheld, delayed, or conditioned in our sole discretion.

3.16 Sole Owner; Conflicting Claims. You hereby represent and warrant to us that you are the sole owner of Your Boat. In the event of conflicting claims to ownership or possession of Your Boat, or the exercise of the License, we will have the right but not the obligation to terminate this Agreement and revoke the License effective immediately upon our giving you Notice of termination. Whether we do or do not terminate this Agreement and revoke the License, in connection with the conflicting claim you: (a) hereby agree to defend, indemnify, and hold harmless Indemnitees from and against any and all demands, claims, costs, expenses, and liability including judgments, awards, attorney’s fees, and court costs; and (b) must reimburse us promptly upon an invoice for any and all costs and expenses we incur.

3.17 Lien; Power of Attorney. To further secure your performance of all of the terms, covenants, and conditions of this Agreement, in addition to the Performance Deposit, you hereby:

Moorage License Agreement

Canyon Lake Marina and Campground

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3.17.1 Irrevocably grant to us such liens and security interests in, to, and against Your Boat as are provided under applicable law, and you agree that we may perfect the liens and security interests by our possession of Your Boat without filing a financing statement.

3.17.2 Grant to us a continuing and irrevocable power of attorney to pursue our remedies for your default as are described in [Section 6.3](#). The power of attorney hereby granted is coupled with an interest and will not be affected or terminated by your death, incompetency, or otherwise.

3.18 Assignment By Us. We may sell, assign, or transfer this Agreement, and our rights and obligations under this Agreement including the Performance Deposit and any pre-paid License Fees and Additional Charges, without your consent. We will have no responsibility for and you hereby release us of liability for the performance of any obligations under this Agreement or for any of your monies after the effective date of the sale, transfer, or assignment. Upon your receipt or deemed receipt of Notice, you must render to the purchaser, transferee, or assignee the performance of your obligations under this Agreement, and must look solely to them for the return of the Performance Deposit and any pre-paid monies.

3.19 Force Majeure. If any obligation to be performed by us under this Agreement is prevented or delayed because of Force Majeure, then we will be excused from performing the obligation for a period of time equal to the delay. As used in this [Section 3.19](#), “**Force Majeure**” means events or occurrences beyond our control, including: loss or interruption of utility service to the Marina other than as caused by our own actions or omissions; labor unrest, disputes, strikes, picketing, lock-outs, or shortages; fire; acts of God including all manner of natural disasters; man-made disasters including disasters merely contributed to or caused only in part by acts of man, but not including our acts or acts of our employees, contractors, or agents; unavailability of or delays in obtaining materials for which no equivalent substitute is readily available; governmental actions, inaction, or restrictions; casualty to the Marina other than as caused in whole or in part by our own actions or omissions; riots, insurrections, civil disobedience, or civil commotion or disturbance; wars, national emergencies, and war-like conditions; acts or threats of terrorism or sabotage; and all other causes or events beyond our reasonable control or anticipation whether similar or not similar to the foregoing examples.

4. RULES.

4.1 You must comply fully and timely with each and all Rules and all posted signs. Failure to comply with all Rules and all posted signs is grounds for immediate termination of this Agreement and revocation of the License. Our current Rules are attached to or are included with this Agreement, or have otherwise been provided to you.

4.2 If we amend, update, supplement, revoke, or replace any of the Rules, we may notify you of the same using any of the following methods: (a) by posting them in a conspicuous place within the Marina; (b) by posting them at Your Slip or at the Dock in which Your Slip is located; (c) by hand delivering them to you at Your Slip, if you are there, or elsewhere in the Marina we find you, or (d) by mailing, via regular United States Postal Service first class mail (certified or registered not required), or emailing them to you at the mailing or emailing addresses we have on file for you. All changes to the Rules are effective immediately upon our posting, sending, delivering, or emailing, and we need not show proof of your actual receipt so long as we followed one or more of the notification methods described in this [Section 4.2](#).

4.3 In addition to complying with the Rules, it is solely your responsibility to comply with any and all rules and regulations of governmental agencies including USDAFS, Game & Fish, State of Arizona, and Maricopa County, as well as any and all other federal, state, and local laws, ordinances, codes, and governmental agency regulations in any way applicable to you, Your Boat, or your use of the lake or the Marina, including those pertaining to: boating safety and operation, registration, licensing, health, sanitation, and environmental protection.

5. TERMINATION.

5.1 Special Use Permit. We operate the Marina under a special use permit with USDAFS. If that special use permit is for any reason or no reason terminated or amended as to any portion of the Marina, then at our sole option we may terminate this Agreement and revoke the License upon Notice to you, and the termination will be effective on the date specified in the Notice.

5.2 Non-Renewal of License. If either you or we give Notice of non-renewal as provided in [Section 1.2](#), then this Agreement and the License will expire automatically on the expiration date of the then-current Term and no additional Notice of termination need be given.

5.3 Disaster. If all or any Marina facilities, services, or amenities are destroyed, damaged, or rendered inoperable or unusable by fire, storm, high or low lake water level, or other event beyond our control, we may at our sole option terminate this Agreement and revoke the License upon Notice to you; the termination will be effective on the date specified in the Notice. We may, however, at our sole discretion, provide other facilities, services, and amenities to you. If we do provide other facilities, services, and amenities, then this Agreement and the License will continue in full force and effect.

5.4 Sale or Transfer of Boat. If you sell, transfer, gift, or otherwise dispose of Your Boat, whether voluntarily, involuntarily, or by operation of law, then: (a) you must give us Notice of the sale, transfer, gift, or other disposition; and (b) this Agreement will terminate automatically and the License will be revoked automatically upon the effective date of the sale, transfer, gift, or other disposition.

5.5 Your Death. If you die, this Agreement and the License will terminate automatically on the date we learn of your death.

5.6 Your Default. We may terminate this Agreement and revoke the License in the event of your default that is not cured or is not curable, as your default and our remedies are more fully described in [Section 6](#).

5.7 Duties Upon Termination or Expiration. Regardless of whether this Agreement and the License expire without being renewed or are terminated sooner than expiration, you and we will have the following obligations:

5.7.1 You will remain liable for and must immediately pay all License Fees and Additional Charges owed through the expiration or termination date. We will refund to you the pro-rata portion of any pre-paid License Fees and Additional Charges, less any sums due and owing by you, within a reasonable period of time (in no event sooner than 30 days) after the expiration or sooner termination. Our rights and remedies will survive the expiration or sooner termination of this Agreement and the License.

5.7.2 You must remove Your Boat from Your Slip and from the Marina by the expiration or sooner termination date. However, you will not be permitted to remove Your Boat until you have paid all sums due. If you do not timely remove Your Boat, including if you are prohibited from removing Your Boat because you owe us money, you hereby authorize us to exercise our remedies provided in [Section 6.3](#).

6. DEFAULT; REMEDIES.

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6.1 Events of Default. Any one or more of the following events will constitute a default by you under this Agreement:

6.1.1 Your failure or refusal to pay timely and fully any License Fees or Additional Charges. You will be deemed, automatically and without the need for Notice, to have failed or refused to pay if we have not received the applicable payment by the date that is the 10th day after the Due Date.

6.1.2 Your failure or refusal fully to comply with or perform your duties and obligations under this Agreement other than the payment of money, including any failure or refusal to comply with the Rules, or any of them, or any applicable law, and the failure or refusal is not cured or corrected by the date that is the 10th day after your receipt or deemed receipt of Notice from us. However, we need not give you Notice of default or an opportunity to cure the breach of any provision of this Agreement or any Rule that states a violation of it is grounds for immediate termination of this Agreement and revocation of the License.

6.1.3 You file for bankruptcy or are put into involuntary bankruptcy, or Your Boat becomes the subject of any repossession, execution, or levy.

6.2 Cross Default. If you have more than one licensed Slip at the Marina, or if you have one or more licensed Slips at any other marina that is operated by us or any of our affiliates at any location, then your default under any moorage license agreement (or any similar agreement however it may be named) will constitute a default under all moorage license agreements including this Agreement.

6.3 Remedies. Upon your default under this Agreement, we will have any and all of the remedies set forth below as well as any and all other remedies that may be available to us at law or in equity. Any specific right or remedy set forth in this Agreement will not be exclusive, but will be cumulative to all other rights and remedies available to us under this Agreement or at law or in equity.

6.3.1 Terminate this Agreement and revoke the License effective immediately upon our giving of Notice of termination.

6.3.2 Deny your access to all or any part of the Marina, refuse to provide you services and amenities, and disconnect or discontinue electrical and water service to Your Slip, or any of them, without liability to you for loss or damage.

6.3.3 Seize, impound, incapacitate, immobilize, and deny you access to and possession of Your Boat and its contents without liability to you for loss, damage, trespass, or conversion. If we take any such action, you will be liable to us for trespass, breach of the peace, and for all loss or damage you cause if you retrieve or attempt to retrieve Your Boat.

6.3.4 Remove Your Boat from Your Slip and, at our sole option, from the Marina, without liability to you for loss, damage, trespass, or conversion. In such event, we may store Your Boat in any facility or premises of our choosing, and we will have no obligation to protect Your Boat from perils or provide service and amenities to you. You must pay us, promptly upon receipt of an invoice, a fee of \$20 per day for each day or part of a day that Your Boat is stored until sold, disposed of, foreclosed upon, or with our permission redeemed and removed by you. We will be deemed an involuntary depository and will have the right to secure legal ownership of Your Boat and any personal property located in or on it, or in, on or around Your Slip, and to sell or otherwise dispose of any or all of the same as permitted under applicable law.

6.3.5 Perform the duty or obligation you failed or refused timely to perform without our performance curing your default, in which event you will be liable to us in an amount equal to 115% of all costs and expenses we incur in performing your duty or obligation.

6.3.6 Apply all or any portion of the Performance Deposit without that act curing your default.

6.3.7 Sue you for money damages, a declaratory judgment, and injunctive relief, or any of them.

6.3.8 Sell at a public sale Your Boat and any personal property located in or on it, or in, on or around Your Slip. We may bid, including a credit bid up to the total debt owing by you, and purchase at the sale. We will publish notice of the sale, giving its time, date and place, all of which must be commercially reasonable, and a description of Your Boat and any other property to be sold, said notice being published for two consecutive weeks immediately before the day of sale in the newspaper in which legal notices may be published in Maricopa County, Arizona. We will mail notice of the sale to your last known address at least two weeks before the sale date. From the proceeds of the sale, we will retain all amounts owing to us under this Agreement, plus all expenses reasonably incurred by us in connection with your default and the sale including all reasonable attorney's fees and costs. After the sale, we will pay you the surplus remaining, if any, at your last known address. You will remain liable to us for any deficiency resulting from the sale.

7. GENERAL.

7.1 Notices. All Notices must be in writing and:

(a) Must be sent to and addressed to a party at the party's mailing, physical or email address set forth on Page 1 for Notices sent to us, and set forth in the Boat Owner Master Information attached to this Agreement for Notices sent to you, or at any other mailing, physical or email address provided in writing by the party to the other party by Notice complying with this Section 7.1. We may send you Notices by hand-delivering them to you at Your Slip, if you are there, or elsewhere in the Marina we find you, in addition to or in lieu of any other method of transmission described in this Section 7.1. The inability of the sending party to deliver a Notice because of a changed mailing, physical, or email address for which no change Notice was given, or the addressee's rejection, failure to claim, or refusal to accept a Notice, will constitute receipt of the Notice by the addressee on the date of attempted delivery by the sending party. Any Notice may be given by a party or by a party's legal counsel on behalf of the party. If there is more than one person named as the owner of Your Boat, then any Notice may be given by or to any one of them and will have the same force and effect as if given by or to all of them.

(b) Are deemed sufficiently given, delivered, or served and received upon the earliest of: (i) actual receipt of the Notice, however it was sent or delivered; (ii) personal delivery, including if sent by email; (iii) three Business Days following deposit in the United States mail, first class registered or certified, return receipt requested, postage prepaid; or (iv) one Business Day following delivery to or pickup by Federal Express, UPS, or other, similar overnight courier or express delivery service that maintains records of deliveries and attempted deliveries, in a properly sealed envelope with "next day delivery" shipment charges prepaid, and delivered to the service before its cutoff time for next-day delivery.

7.2 Time of Essence; Computation of Deadlines. Time is of the essence of this Agreement and every term, covenant and condition of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including non-Business Days. However, if the due date of an action, or the final day of any time period, falls on a non-Business Day, then the due date or the final day will be deemed to be the next date that is a Business Day. Except as is provided to the contrary elsewhere in this Agreement, 5:00 p.m. Arizona time, on the applicable due date or final day, will be the expiration time of: (a) actions and performance required or permitted to be rendered; and (b) deadlines and time periods. As used in this Agreement, the term "**Business Day**" means each day Monday through Friday except federal and state holidays. As used in this Agreement, the terms "**day**" or "**days**" (as opposed to "Business Day" or "Business Days") mean calendar days which, in turn, means all days of the week, including all weekends and all holidays.

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7.3 Binding Effect; No Third Party Beneficiary. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement will be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, and permitted assigns. No third party is intended to be a beneficiary of or have the right to enforce this Agreement.

7.4 Attorney's Fees. If any arbitration, suit, or court proceeding or other action is brought to recover money damages under this Agreement, or for or on account of any breach of, or to enforce, reject, rescind, or construe any of the terms, covenants, or conditions of this Agreement, then the non-prevailing party must be ordered to pay to the prevailing party all reasonable expenses and costs of any kind or nature whatsoever incurred by the prevailing party in connection with the arbitration, suit, or court proceeding or action, as well as in any bankruptcy proceeding involving a party to this Agreement (including contested matters and adversary proceedings), on appeal, and in connection with pre-judgment collections actions and post-judgment collections enforcement, including the following expenses and costs, the amount of which must be determined by the arbitrators or the court, as applicable: all attorneys' fees, all taxable court costs, all non-attorney professional fees (including all fees, costs and other charges of accountants, expert witnesses and appraisers), and all non-taxable costs. For purposes of this Section, "**prevailing party**" means: (a) in the case of the plaintiff, one who is successful in obtaining substantially all of the relief sought by him; (b) in the case of the defendant, one who is successful in defeating substantially all of the relief sought by the plaintiff; and (c) in the case of either the plaintiff or the defendant, if the other party withdraws its demand for arbitration at any time before the arbitrators render their decision.

7.5 Governing Law; Venue; Jurisdiction. This Agreement will be governed by, and construed and enforced under, the laws of the State of Arizona, whose courts will have exclusive jurisdiction over any arbitration, suit, proceeding, action, or hearing brought to enforce, reject, rescind, or construe the terms of this Agreement. Maricopa County, Arizona will be the exclusive place of venue of the arbitration, suit, proceeding, action, or hearing.

7.6 Entire Agreement; Conflicts; Amendments. This Agreement constitutes the entire agreement of the parties pertaining to the License and the Marina, and supersedes any and all other prior or contemporaneous oral or written agreements and understandings of the parties in connection with the License and the Marina. In the event of a conflict or inconsistency between, or any ambiguity resulting from, the provisions of this Agreement and the provisions of any other document, instrument, or agreement executed by or between the parties in connection with or in furtherance of the License and the Marina or this Agreement, including any exhibits, schedules, or addenda to this Agreement but not including any document, instrument, or agreement whose stated purpose is to amend, modify, or supplement this Agreement, the provisions of this Agreement will be deemed to supersede the documents, instruments, exhibits, schedules, addenda, or agreements (but not the amendments) and to be the binding agreement of the parties. No amendment, modification, waiver, or discharge of any provision of this Agreement will be effective against any party unless that party or his agent has consented in writing to the amendment, modification, waiver, or discharge, and no oral agreements or understandings between the parties will be binding on them.

7.7 Construction of Agreement; Headings; Exhibits. Unless the context clearly requires otherwise, as used in this Agreement: (a) words in the singular number include the plural, and vice versa; (b) masculine gender references include the feminine and neuter genders, and vice versa; (c) the words "**includes**" and "**including**" are not limiting but, instead, must be read as "including, without limitation" or "including, by way of illustration and not limitation" as the context may dictate; (d) the word "**or**" is not exclusive; (e) the words "**shall**," "**will**," "**must**," "**agrees**" and "**covenants**" are each mandatory; and (f) the word "**may**" is permissive. The headings and section captions in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of any provision of this Agreement. Any and all schedules, addenda and exhibits attached to this Agreement are incorporated in this Agreement by this reference and made a part of this Agreement for all purposes. This Agreement has been negotiated among the parties and, therefore, the rule of construction that ambiguities are resolved against the drafting party will not apply to this Agreement.

7.8 Severability. The invalidity or unenforceability of any covenant, term, or condition of this Agreement, or any portion of any covenant, term, or condition of this Agreement (for purposes of this Section 7.8, a "**portion**"), will not affect any other covenant, term, or condition (or portion), and this Agreement will remain in effect as if the invalid or unenforceable covenant, term, or condition (or portion) were not contained in this Agreement, so long as the invalidity of the subject covenant, term, or condition (or portion) does not materially and adversely affect the expected benefits accruing to any party under this Agreement. Any covenant, term, or condition (or portion) of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be deemed ineffective only to the extent of its invalidity or unenforceability, and the affected provision and this Agreement will be deemed modified to comply with applicable law but only to the minimum extent necessary to prevent the invalidity or unenforceability of this Agreement or any provision of this Agreement.

7.9 No Waiver; Limitation. The waiver in any one or more instances by any party of any right or remedy granted or available to it under this Agreement or applicable law will not constitute a continuing or further waiver of that right or remedy, or of any other right or remedy granted or available to the party. Our obligations under this Agreement are the obligations solely of Canyon Lake Associates, and are not the personal obligations of our partners, shareholders, members, managers, directors, officers, employees, or agents.

7.10 Multiple Counterparts; Email Signatures.

7.10.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original as against any party whose signature appears on this Agreement, but all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts of this Agreement, individually or taken together, bears the signatures of all of the parties reflected on the signature page or pages of this Agreement as signatories.

7.10.2 Signatures on any document or instrument including this Agreement, any contemporaneous addendum or exhibit to this Agreement, any subsequent amendment or addendum to this Agreement, and any Notice, may be electronically transmitted. Parties may elect to electronically transmit just the executed signature pages of the document or instrument. Electronically transmitted signatures will be as effective and binding on the parties as would be physical delivery of a paper document or instrument bearing the original signatures, and the parties must accept electronically transmitted signatures as if they were originals. As used in this Section, "to electronically transmit" and "electronically transmitted" means transmitted by facsimile, electronic mail (email), or any other means or media now existing or subsequently developed that is intended to preserve the original graphic and pictorial appearance of a document or instrument.

CANYON LAKE ASSOCIATES

By _____
(signature)
Printed Name: _____
Title: _____
Date: _____

Owner
Signature: _____
Printed Name: _____
Date: _____

Moorage License Agreement

Canyon Lake Marina and Campground
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BOAT OWNER MASTER INFORMATION

Account Number	CIF #	Name	Driver's License #
Mailing Address for Notices			Home Phone
City, State, Zip			Work Phone
Email Addresses for Notices			Mobile Phone
Slip #	Slip size	Boat Type	Year
Boat Name	Boat Make	Arizona Registration	US Coast Guard Vessel #
Length	Dockage	Tax	Hoist
		Dock Box	Total Dockage Per Month
			Performance Deposit
			Electric
			Gate Key

TYPE AND TIME DURATION OF MOORAGE LICENSE							
Insurance	Expires	Standard	Season	Month	Year	Month	Year
		(X)	(X)	License Begins		License Ends	
						(March 31 If Standard)	

EMERGENCY CONTACT (NAME AND PHONE NUMBER)

EMERGENCY CONTACT EMAIL

I submit the information provided above and authorize Canyon Lake Marina to verify same and to retain this information in its files. I certify that the above statements are correct, blanks not filled in represent that such information is not applicable, and that I have received and read a copy of the current Rules.

Date

Owner Signature

Print Name

Moorage License Agreement
Canyon Lake Marina and Campground
A WESTREC PROPERTY

CANYON LAKE MARINA

SCHEDULE 1

AUTHORIZED USERS

I hereby authorize the following persons and their Guests to use my Boat and my Slip in my absence. I accept full responsibility for their actions and the actions of their Guests.

Name _____ Relationship _____

Phone # _____

Address _____

Name _____ Relationship _____

Phone # _____

Address _____

Name _____ Relationship _____

Phone # _____ Email Address _____

Address _____

Name _____ Relationship _____

Phone # _____ Email Address _____

Address _____

Name _____ Relationship _____

Phone # _____ Email Address _____

Address _____

Name _____ Relationship _____

Phone # _____ Email Address _____

Address _____

Name _____ Relationship _____

Phone # _____ Email Address _____

Address _____

Date _____

Owner Signature _____

Account Number - _____

Printed Name _____