

**MACK'S LAKE OF EGYPT MARINA  
BOAT SLIP LEASE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
MACK'S LAKE OF EGYPT MARINA, hereafter called "Lessor" and the Lessee named below,  
for the lease of the Boat Slip noted below.

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

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

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

PHONE NUMBERS:

HOME: \_\_\_\_\_

CELL: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

\_\_\_\_\_

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

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

LICENSE # STATE: \_\_\_\_\_

DESCRIPTION OF THE BOAT SLIP: \_\_\_\_\_

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

DESCRIPTION OF THE BOAT: \_\_\_\_\_

\_\_\_\_\_

LEASE PRICE: \_\_\_\_\_

THIS LEASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS  
SET FORTH BELOW AND ON THE FOLLOWING PAGES.

1. A fully signed and initialed agreement is required along with full payment of lease price.
2. This lease shall begin on \_\_\_\_\_ and shall continue until \_\_\_\_\_.
3. Lessee, as named hereon, represents that: a. Lessee is 18 years of age or over; b. Lessee is free from any physical infirmity, chronic illness or mental disorder which could impair Lessee's safe operation of a Boat; c. Lessee is knowledgeable about power boating so as to provide safe operation of the boat and equipment; and. No person under the age of 18 is allowed to operate any vessel launch from the Boat Slip.
4. Lessee agrees that Lessee and all persons on board will abide by all Rules and Regulations of the US Coast Guard and the statutes of the State of Illinois including all Southern Illinois Power cooperative official Lake of Egypt regulations. Lessee agrees that Lessee will keep the Boat Slip in a safe and prudent manner and will conform strictly to the above statutes, rules and regulations.
5. During the term of this agreement, Lessee shall be solely responsible for the Boat Slip. Lessee acknowledges that he has examined the Boat Slip prior to taking possession, and finds it to be in good condition. Lessee shall be liable for and will pay for any and all loss or damage to leased items and or equipment during the term of this lease resulting from any cause whatsoever, as well as any consequential and incidental damages arising during or after the term of the lease. Such damage shall include, but are not limited to: damage in whole or in part to the Boat Slip and the loss resulting from the inability of the Lessor to lease the item to others during the time when repairs or replacement of the damaged item and or equipment is being accomplished.
6. Lessee assumes all risks and liability for injuries or deaths of persons and damages to property, whether or not insured, however arising from an incident to the use, operation or possession of the item, whether such injury or death to persons be to persons in the leased item or in boat or place. Lessee shall indemnify Lessor-against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liability, including attorney's fees, resulting from or arising out of the use, operation, or possession of the item or equipment, whether or not same is due in whole or in part to the negligence, strict liability or other fault of Lessor, its agents or employees. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this lease, and shall be effective regardless of any insurance coverage by Lessor. Lessee further grants to Lessor the right to recover reasonable attorney fees and costs incurred in the enforcement of this indemnity provision.
7. Lessee hereby releases, waives and discharges Lessor, its owners, employees and agents, from all liability to the Lessee, his spouse, legal representatives, heirs and assigns, for any and all loss or damages, and any claim or damages resulting therefrom, on account of injury or death to Lessee and his guests, or damage to or loss of their property, whether caused by Lessor's negligence or otherwise, while Lessee is in the possession or operation of the Boat Slip.

8. In the event of any collision, accident or casualty involving this Boat Slip, Lessee agrees to furnish the Lessor with a complete report of the same immediately, in writing, including the names and addresses of all witnesses and parties involved.

9. Lessor makes no representation or warranty of any kind, nature or description, written or oral, expressed or implied, with respect to the Boat Slip including, without limitation, the condition of the Boat Slip, its merchantability or its fitness for any particular purpose, As to Lessor, therefore, Lessee expressly agrees that he leases the Boat Slip "As Is".

10. Damage assessments will be the exclusive right of Mack's Lake of Egypt Marina or it's agents. In the event Lessor and Lessee are unable to settle on the amount of damages caused by Lessee during the term of this lease, Lessee agrees that the venue for settlement of any and all claims made by the Lessor, shall be Williamson County, Illinois, United States of America. Lessee shall be responsible for the legal fees incurred by Lessor in the pursuit of these damages.

11. Lessee understands that no gasoline or fuel related products are allowed on the docks property or premises of Mack's Lake of Egypt Marina, and that the Lessee shall be solely responsible for any and all damages caused by a violation of this rule by Lessee, or the family, agents or guests of the Lessee and to indemnify the lessor fully for all damages caused to the Lessor's property, attorney fees, and other reasonable and related costs of the Lessor with regard to the damages caused by the Lessee's violation of this rule. Further, the Lessee agrees to indemnify the Lessor fully against all damages to third parties for the violation of this rule including attorney's fee and reasonable and related costs.

12. Lessee expressly agrees and understands that there is no fishing or swimming off the docks of Mack's Lake of Egypt Marina, not shall any personal property such as, but not limited to, barbeque's, water toy's, or fishing gear be left on the dock. Violation of these rules may, at the complete discretion of the Lessor, subject the lease to termination and forfeit of the remainder of the lease price.

13. As a condition of this lease, the Lessee is required to provide the Lessor with the name and all contact information of any and all lien-holders who may have a security interest in their boat. Failure to do so may, at the complete discretion of the Lessor, subject the lease to termination and forfeit of the remainder of the lease price.

Lessee, by the signature below, affirms that Lessee has read the above terms and conditions, and agrees to same.

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LESSEE