

Rochelle Cove - Eagle Point Property Owners Association

2024 BOAT/PWC Slip Initial Lease Agreement

THIS IS A LEGALLY BINDING AGREEMENT

1. This Agreement is entered into between Rochelle Cove - Eagle Point Property Owners Association ("POA"), a North Carolina nonprofit corporation, through and as directed by its Board of Directors ("POA Board") and Lessee on the following terms and conditions:
2. Lessee is the Resident/Owner of _____, Littleton, N.C.
(Street Address within POA subdivision(s))
3. TERM: This Agreement is for a period beginning on January 1, 2024 and continuing to and through December 31, 2024. Note: Current leaseholders are eligible to renew their existing lease agreements in accordance with the applicable Rochelle Cove – Eagle Point Property Owners Association Boat Area and Related Facilities Rules and Regulations.
4. PRICE: The total fee in the amount of \$_____ is hereby paid in full as of the date of the execution of this Agreement by the parties for the lease of boat/PWC slip # _____. Total fee includes the applicable boat/PWC slip lease fee and POA dues.
5. LESSEE certifies and agrees to the following:
 - a. Lessee has been provided access to the applicable POA Bylaws, Boat/PWC Slip Rules and Regulations and has read, understands, and will observe and abide by the contents, provisions, restrictions and conditions contained therein; and
 - b. Lessee certifies to the accuracy of the information provided in his/her application submitted to the POA for this lease Agreement for which is attached hereto and Incorporated by reference.
6. IMPROVEMENTS: Lessee may not make any alterations or modification to the premises, piers, docks, walkways or attach any fixtures without the prior written consent of the POA. The POA shall be responsible for all maintenance and repairs of the boat/PWC slip necessitated by ordinary wear and tear, casualty, or act of God, unless such repairs are necessary because of the act, neglect or carelessness or improper use of equipment by lessee or invited guests, in which case the maintenance expense shall be borne by the lessee. It is understood and agreed that the POA Board or its agents are authorized to move or operate lessee's boat, PWC, or other watercraft during the making of such repairs.
7. DEFAULT: If payment in full is not received at the date of execution of this Agreement and/or in the event that any of the published POA Bylaws, POA Boat/PWC Slip Agreement Rules and Regulations are not followed, Lessee will receive written notice of default. If the situation is not corrected to the satisfaction of the POA within 5 days of the date of the written notice, then the POA, as represented by the elected POA Board, shall have the right, without notice or demand or legal process, to terminate this Agreement, in which event the Lessee shall immediately surrender possession of the boat/PWC slip to the POA. The POA shall be entitled to recover from the Lessee any and all costs and expenses incurred as a result of this default, including, but not limited to, reasonable attorneys' fees and other expenses incurred while repairing the premises.
8. REMOVAL OF PROPERTY: In the event the POA elects to terminate this Agreement as provided above, the POA may, without liability for trespass or conversion, remove any property located in, on or about the premises, whether belonging to Lessee or otherwise and tow and store such property at Lessee's expense. Any property so removed or left upon the premises shall be deemed abandoned if Lessee has not made written demand for same within 14 days following the removal date, whether or not the property is actually removed and the POA may sell, discard or donate the property without liability thereafter.

1. RELEASE and INDEMNITY: The lessee covenants to indemnify, defend and hold harmless the POA, POA Board, its agents, from and against any and all claims, liability, loss or damage arising from any conduct or action taken under this Agreement, including, without limitation, injury or damage, however caused, to any person, persons or property or any person or persons occurring on or near the premises as a result of any activity of Lessee or Lessee's guests, agents, or invites including all costs, legal fees, expenses, liabilities and damages incurred in or about such claim or any action or proceeding brought thereon. All proceeds from the sale of abandoned property will be used to satisfy all monies owed to the POA.
- 2.

This the ___ day of _____, 20__

Rochelle Cove - Eagle Point Property Owners
Association

Lessee(s)
