

Unit No \_\_\_\_\_  
Boat Dock \_\_\_\_\_  
Slip Number \_\_\_\_\_

**Exclusive Boat Slip License**  
**Kapilana Estates Condominiums**

This License Agreement made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Kapilana Estates Homeowners Association Inc. a Missouri not-for-profit corporation (hereinafter referred to as Licensor), and

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_

(Whether one or more hereinafter referred to as Licensee).

**WITNESSETH:**

Whereas, Licensor is the owner of one or more certain steel and foam boat docks located upon and attached to the shoreline of the Lake of the Ozarks adjacent to Kapilana Estates Condominiums: (the "Boat Dock") and

Whereas, Licensee is the owner of the Kapilana Estates Condominium unit designated in the upper left-hand corner of this page: and

Whereas, Licensee desires the exclusive use of, and Licensor desires to license the exclusive use to Licensee of one slip of the Boat Dock, subject to certain conditions.

Now therefore, in consideration of the mutual covenants contained herein, Licensor and Licensee agree as follows:

1. Licensor does hereby grant to Licensee, under and subject to the terms and conditions hereof and for the term hereinafter provided, a license for the exclusive use of one (1) boat slip (the "Slip") in the Boat Dock designated in the upper left-hand corner of this page.
2. The term of this License shall be co-extensive with the period during which Licensee shall own the fee simple title to the condominium unit referred to hereinabove. In the event of the termination of Licensee's ownership of said condominium unit for any reason except devise or inheritance, this License shall terminate as of such date (the "Termination Date"); subject, however, to the right of Licensee, exercisable at any time prior to but not later than one (1) year of the Termination Date, to assign to any then owner of a unit at Kapilana Estates Condominiums, all of Licensee's rights pursuant to this Agreement, conditioned upon (1) the assumption by the Assignee of all of Licensee's obligations under this Agreement, and (2) the written approval of Licensor endorsed hereon: and provided further, that if said right of assignment is not so exercised by Licensee within and prior to the expiration of the aforesaid one (1) year period, Licensor shall have the obligation to acquire all of Licensee's right, title and interest in and to this License (excepting, however, any of Licensee's personal property affixed to the Slip, which Licensee shall remove) by the payment to Licensee of an amount equal to the then fair market value of Licensee's interest as determined by an appraisal obtained by and at the sale cost of Licensor, and upon and interest of Licensee hereunder in and to the hereinabove Slip shall expire.

3. The Licensee shall pay in advance to Licensor, on the first day of January of each year during the term hereof (or on such date or dates as Licensor may, in Licensor's sole discretion, determine) the annual license fee, an amount equal to the estimated expense of Licensor attributable to the slip licensed hereby for maintenance, operation, insurance, taxes and repair of the Boat Dock. In the event Licensee exercises the right of assignment in accordance with paragraph 2 herein, Licensee shall pay any outstanding portion of this annual license fee to Licensor.
4. Licensee shall not (1) affix to the Boat Dock, any lift or other machinery, storage facility, structures, or other property without prior written approval of Licensor: (2) store permit or suffer storage of inflammable fuels, oils, chemicals or other flammable items at or near the Slip hereby licensed or on the Boat Dock, and shall otherwise comply with all reasonable rules and regulation which may be adopted by Licensor relating to the use of said Slip and Boat Dock.
5. Licensee shall at all times use the Slip only for its intended purpose and for docking of a boat of the size and character suited to the Slip, and shall at all times in use of the Slip observe the highest standards of safety, courtesy and cleanliness and comply fully with all applicable laws, ordinances, rules and regulations of governmental authorities, and shall observe and comply fully with, and agrees that this License is subject at all times to all reasonable rules and regulations, including fines for violations thereof, adopted by Licensor pursuant to the Condominium Declaration governing Kapilana Estates Condominiums.
6. Licensee shall at all times be responsible for the actions of any person or persons using the Slip hereby licensed at the invitation of or by sufferance of the Licensee and shall not permit or suffer any damage or waste to the said Slip and Boat Dock and will not commit or suffer any waste or refuse to be deposited or discharged on or in the vicinity of the Slip and Boat Dock by Licensee or any person using said Slip at the invitation or sufferance of Licensee.
7. Licensee's obligations pursuant to this Section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination. To the extent permitted by law, Licensee shall and does hereby indemnify Licensor and agrees to save it harmless from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees) judgments, settlement payments, and fines paid, incurred or suffered by Licensor in connection with loss of life, personal injury and/or damage to property or the environment suffered by third parties arising from or out of the occupancy or use by Licensee of the Slip or any part thereof or any other part of the Boat Dock, occasioned wholly or in part by any act or omission of Licensee, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission or operation involving the use, handling, generation, treatment, storage, disposal, other management or release of any hazardous substance in, from or to the Boat Dock, whether or not Licensee may have acted negligently with respect to such hazardous substance.
8. Licensor shall at all times maintain the Boat Dock in good condition and repair. In the event of damage or destruction to the said Boat Dock, Licensor will restore the same to the full extent of insurance proceeds available as provided in Paragraph (9) below.
9. Licensor shall obtain, and at all times maintain in full force and effect, fire and extended coverage insurance covering the full replacement costs of the Boat Dock (excluding any of Licensee's personal property

attached thereto), and shall further obtain and maintain such additional insurance, including liability insurance, as shall be deemed advisable by the Licensor.

10. Licensee shall have no right, except as herein provided, to lease, sublicense, or to assign this Slip and License or any terms hereof to any other person, firm, corporation or other entity: except that Licensee may without violation of this provision, allow temporary use of the Slip by their guests for periods not exceeding 30 days.
11. In the event of condemnation or taking by exercise of the power of condemnation or eminent domain or by governmental authority of the Boat Dock, this License shall terminate as of the date of said taking, and Licensor shall pay Licensee the net amount of any condemnation award actually received by Licensor allocable to the Slip licensed hereby, after payment of expenses and indebtedness secured by the Boat Dock.
12. If Licensee shall breach any of the covenants contained herein, or shall default in the performance of any of his obligations under this License, or under the rules and regulations governing the exercise of the rights granted hereunder, the Licensor in addition to the enforcement of Licensor's rights there under (or in lieu thereof), as the Licensor shall elect in Licensor's sole discretion, shall send written notice of such default to Licensee, and shall send a copy of such notice to any mortgagors of Licensee's condominium unit. If neither Licensee nor the mortgagors shall cure any such breach or default within ten (10) days after written notice from Licensor, then the Licensor may, in addition to any rights that it may have at law or in equity or otherwise, terminate this License and take immediate possession of the slip hereby licensed, or may, without terminating this License, take immediate possession of said slip and license same for the account of Licensee on the best terms obtainable. In this event, Licensee shall remain liable to Licensor for all license fees as provided for herein, including any additional license fee under paragraph four (4) hereof, as said additional fee (s) shall become due under this License in addition to all costs and expenses incurred by the Licensor as a result of said breach by Licensee.
13. Licensee shall be prohibited from using any boat docked, or any boat located in the Boat Dock as a domicile, and shall not permit anyone to reside or live in same at any time.
14. This Agreement shall be binding upon the parties hereto, their heirs, assigns and successors in interest and title, subject always to the provisions as to sublicensing and assignment herein contained.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

Licensor:  
Kapilana Estates Homeowners  
Association Inc

By: \_\_\_\_\_

Title: \_\_\_\_\_

Licensee(s):

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_