

**HARBOR HILLS CIVIC ASSOCIATION  
CLASS B/C FINGER PERMIT APPLICATION AND LICENSE AGREEMENT**

Applicant Name:	
Harbor Hills Address:	
Mailing Address:	
Phone Number:	
Boat Owner Name (if different):	<i>Relationship to Applicant:</i>
Ohio Mylar No.:	
Location of Class B/C Finger:	

This License Agreement is made in Licking County, Ohio, as of the date last written below, by and between the Harbor Hills Civic Association (Hereinafter: "HHCA"), and the Class B or C Dock/Finger Owner named above (Hereinafter: "Applicant" or "Dock Owner").

**A. Term**

1. The term of this Agreement shall commence \_\_\_\_\_, 20\_\_\_\_ and remain in effect until terminated as provided herein.
2. Applicant represents that he/she owns the Harbor Hills Lot identified above and that the Mailing Address given above is accurate. Applicant agrees to provide HHCA with a copy of the registration of the Boat upon execution of this Agreement and to promptly inform HHCA of any change in her/his mailing address and that in the absence of doing so, HHCA may rely upon the stated last address.
3. The Applicant is subject to all laws and regulations of the State of Ohio, Harbor Hills Civic Association ("HHCA") and to the provisions set forth in this license as well as the HHCA Dock Policy.

**B. Nature of License**

1. HHCA will provide Dock slip owner a location to affix Dock slip owner's privately co-owned dock structure (see description of location above – a map of locations is available upon request), a slip on one side of said structure as well as access, by foot, over and across land owned or leased by HHCA to said structure so that Dock slip owner may have dockage for Dock slip owner's Boat. Such dockage space is to be used at the sole risk of Dock slip owner and Dock slip owner agrees that HHCA shall not be liable for the care of or protection of the Dock structure or its appurtenances, the Boat or its appurtenances, or for any loss or damage of any kind or nature to the Dock structure, Boat, vehicles, equipment, contents or any other property on HHCA property due to, but not limited to, theft, fire, vandalism or any other cause, unless such incurred damage or loss is caused solely and directly by the negligent act of HHCA or its employees.
2. Dock slip owner acknowledges that this License does not provide for trailer storage.
3. Dock slip owner agrees that this License provides no warranty of any kind as to the condition of HHCA property and that Dock slip owners and/or their guests shall hold HHCA harmless for injuries to persons or property occurring upon HHCA property for any reason.

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4. Dock slip owner agrees that only reasonable and customary usage will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the Dock slip owner will make no additional or alterations to the dock or its appurtenances without approval from the HHCA, and keep the dock and premises covered hereby free and clear of gear and tackle and other obstructions, and will immediately depose all rubbish and garbage.

5. Dock slip owner agrees to remove any boat or cause same to be removed from the slip within fifteen (15) days after the expiration of this license. Failure to do so shall constitute valid grounds for HHCA to remove said boat and to dispose of the same to satisfy any unpaid storage fees or charges levied in accordance with the provisions of the law.

6. HHCA reserves the right to remove dock structures and/or boats from licensed slips for sea wall and/or subsurface maintenance, capital improvement projects, or any other reason.

7. If Dock slip owner's co-owned dock/finger is affixed to property leased by HHCA Dock slip owner understands that this agreement is subject to the terms of said lease and Dock slip owner will hold HHCA harmless in the event the Lessor takes an action that interferes with Dock slip owner's rights herein. A copy of all applicable documents is available for review by Dock slip owner prior to executing this agreement.

#### B. Dock slip owner's Covenants

Dock slip owner hereby covenants and agrees that:

1. Dock slip owner warrants that the Boat is used for pleasure or business entertainment only and that Dock slip owner is not in the business of selling boats or any other type or maritime equipment except by written consent of HHCA.

2. Except as otherwise provided for herein or in HHCA Dock Policies, rights and privileges granted under this Agreement are personal and not assignable by Dock slip owner for any reason whatsoever, unless HHCA gives prior written approval. Any attempt by Dock slip owner to assign his rights or privileges under this Agreement may result in immediate termination of this Agreement and the Agreement Term.

3. Dock slip owner's Boat shall not be provided dockage unless and until Dock slip owner has complied with the requirements set forth by the State of Ohio as well as the HHCA Dock Policies.

4. Dock slip owner hereby accepts and shall abide by HHCA Code of Conduct attached hereto as Exhibit A and incorporated herein by reference, and which may be periodically amended by HHCA in its sole discretion, and all other HHCA regulations and policies, and all State Laws pertaining to safety rules and provisions, speed limits, warning signs and any and all other indications of public or private safety.

5. Dock slip owner authorizes the HHCA to move the Boat as may be required in the event of any emergency or to avoid loss or damage to HHCA property. Dock slip owner further agrees that HHCA shall not be liable for any damage to the Boat caused by such moving of the Boat.

6. Applicant agrees to keep Boat in a seaworthy condition, and shall create neither a fire hazard an eyesore, nor a sinking hazard. Dock slip owner agrees to keep the Boat properly moored at all times.

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7. Dock slip owner agrees that it is his/her sole responsibility to make, or have made, periodic inspections of said Boat while it is docked to insure that the boat is secure and that any boat covering(s) is property attached and maintained.

8. Dock slip owner hereby accepts full responsibility for any and all loss or damage to the Boat or Dock slip owner's other property or caused by Dock slip owner's Boat or other property.

9. Dock boxes are strictly prohibited.

#### C. Indemnification

1. The Dock slip owner hereby agrees to indemnify, save harmless and release HHCA, its agents or employees, against any claim for injury or damage occasioned by fire, explosion, theft, acts of God, or any other cause to the person or property of the said dock slip owner and to persons or property present at the invitation, request, order, permission or license of said dock slip owner while the same are in, at, or upon the premises licensed herein.

2. Except as otherwise provided in this Agreement, neither party shall be liable to the other for or be required to indemnify the other for consequential, special or incidental damages of any kind arising out of the Termination of this Agreement by HHCA.

3. HHCA shall not be liable to Dock slip owner for liquated or consequential damages of any kind arising out of the Termination of this Agreement by HHCA.

#### E. Termination

1. HHCA may terminate this Agreement upon 30 days written notice to Dock slip owner at Dock slip owner's last known address if Dock slip owner violates or fails to perform any of Dock slip owner's covenants, duties or obligations hereunder, violates the terms of the HHCA Dock Policy and/or those duties and obligations set forth in the Code of Conduct, as defined on Exhibit A attached hereto unless the violation is cured prior to the expiration of the 30 day notice,

3. HHCA shall have the right to terminate this Agreement without cause after mailing to Dock slip owner by ordinary U.S. Mail written notice of termination at least twenty (20) days prior to the termination date.

4. In the event of termination under this Agreement or if Dock slip owner fails to remove Dock slip owner's boat and/or other property from the premises within 15 days of the termination date, HHCA is hereby authorized, but not required, to remove such boat and property at Dock slip owner's expense and risk, to store such boat and property at any location at Dock slip owner's expense and risk, to, pursuant to HHCA Dock Policy Section 3(10) deem the Dock slip owner's ownership interest in the Finger abandoned, take possession of and resell said finger. Charges for storage of the boat and other property shall be the responsibility of Dock slip owner.

#### F. Insurance

1. During the term of this agreement, Dock slip owner, at its sole cost and expense, shall purchase and maintain, at all times, premises liability insurance for the use of his/her dock. This may be a separate policy or be part of the Dock slip owner's homeowner's or boat owner's policy. The minimum limit of liability required for such a Policy is \$500,000.00.

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2. HHCA shall be an additional insured on all such insurance, which shall be endorsed to or otherwise provide liability coverage for HHCA as if it was the owner of the dock structure, and such insurance shall not contain any clause limiting the coverage of HHCA there under. All such insurance shall contain a waiver of subrogation in favor of HHCA.

#### G. Miscellaneous

1. This Agreement is executed in the Licking County, State of Ohio and all disputes, controversies and interpretive matters hereunder shall be governed by Ohio law. Any litigation filed in relation to this Agreement shall be brought in the Licking County Common Pleas Court, Newark, Ohio.

2. This Agreement, which incorporates the HHCA Dock Policy and Code of Conduct, constitutes the entire Agreement between HHCA and Dock slip owner regarding the subject matter hereof and all other written or oral agreements, arrangements, representations, understandings, statements and warranties regarding the subject matter hereof are merged and superseded by this Agreement. This Agreement may not be amended unless by a written instrument signed by both Parties, except as provided in Section 3 below.

3. The Code of Conduct attached hereto and incorporated herein by reference may be amended by HHCA from time to time, for the safety, health and welfare of dock slip owners and Harbor Hills property owners. Notice of any such amendment shall be made by sending a copy of the amendment to the Dock slip owner's address herein.

4. All provisions of this Agreement are servable and no provision hereof shall be affected by the invalidity of any such provision.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HHCA Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HHCA Representative's Printed Name

\_\_\_\_\_  
HHCA Representative's Title

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EXHIBIT A

**HHCA Dock slip owner Code of Conduct**

- HHCA Dock slip owners and/or guests shall conduct themselves in a manner that is courteous and respectful to fellow HHCA owners and guests. Dock slip owner and Dock slip owner's invitees and/or guests, for whom he/she is responsible, agree to conduct themselves in a safe and respectful manner at all times while on HHCA property as to not create an annoyance, hazard, or nuisance to the HHCA, to other vessels, or HHCA property owners and guests. Dock slip owner is fully responsible for the conduct and behavior of his/her invitees and/or guests.
- Behavior or conduct the HHCA (in its sole and absolute discretion) determines might injure another party, cause damage to property, or disturb other HHCA property owners may lead to termination of this Agreement by HHCA.
- No garbage, oil, sewage or waste material of any kind shall be permitted to fall into the water or upon the docks, piers, walkways, or shore area.
- Every boat in a slip shall be fastened properly and securely and in such a manner as to avoid fouling or collision with any adjacent watercraft.
- Signs, placards or commercial displays are prohibited on any finger, dock, walkway or shore area.
- Violation of any watercraft laws of the State of Ohio or rules of HHCA by dock slip owner, owner or operator of a boat licensed to dock on any waterway may be cause for immediate termination of said license applying to such boat by the aforesaid division.
- Dock stickers for the current year must be displayed Dock slip owner's finger/dock.
- Dock slip owner is responsible for the maintenance and neat appearance of the finger/dock and the immediate area.
- Noise shall be kept to a minimum after 10:00PM.
- All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
- All vessels must be in seaworthy condition.
- All pets must be leashed and may not be tied on docks. Owners are responsible for cleaning up after their pets.
- Open containers of alcohol are prohibited on HHCA property.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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