

GRIDER HILL MARINA & RESORT
115 Grider Hill Lodge Rd.
Albany, Kentucky 42602
(606) 387-5501
www.griderhilldock.com

Owner Information

Owner's Name: _____

Street Address: _____

City, State, Zip Code: _____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____

E-Mail Address: _____

Mobile Home Information

Make/Model: _____ Mfg Year: _____

Length: _____ Width: _____

Insurance Information - Proof of Insurance and Registration Required

Insurance Carrier: _____

Policy Number: _____

Expiration: _____

Agent Name: _____ Agent Phone: _____

Agent Address: _____

THIS SIGNED RENTAL CONTRACT MUST BE POSTMARKED OR RETURNED TO THE MARINA OFFICE ON OR BEFORE DECEMBER 31, 2009. IF NOT RECEIVED BY THIS DATE, MARINA WILL ASSUME THAT YOU ARE NOT CONTINUING YOUR RENTAL OF THE SPACE. IN THAT EVENT, GRIDER HILL MARINA SHALL EXERCISE ITS' STATUTORY RIGHT TO A LEIN AGAINST THE MOBILE HOME AND THE MOBILE HOME SHALL BE CONSIDERED ABANDONED, IF NOT REMOVED. YOUR MOBILE HOME MAY BE SOLD, AT THE OPTION OF GRIDER HILL MARINA, AT YOUR EXPENSE AND WITHOUT FURTHER NOTICE TO YOU. GRIDER HILL MARINA ASSUMES NO LIABILITY FOR DAMAGES OR COST INCURRED.

MOBILE HOME COURT RENTAL AGREEMENT

Name _____

Site # _____

St. Thomas Glen Resorts, LLC, dba Grider Hill Marina, hereinafter "GHM" does hereby rent to the undersigned, hereinafter "Owner", the space designated as _____ ("Space") for the placement of a vacation mobile home or trailer, subject the terms and conditions as hereinafter stated:

1. The term of this agreement shall be for a period of one (1) year, beginning on January 1, 2010 and ending on December 31, 2010, for the sum of \$_____, payable in advance. No refund shall be given under any circumstances. Electric service is not included and is the sole responsibility of the Owner.
2. The parties hereby acknowledge and agree that the space provided herein is for the sole use of a vacation mobile home or trailer and is not the primary residence of the Owner.
3. Owner shall maintain the Space and the mobile home thereon in a clean and uncluttered condition. The mobile home occupying the Space shall be kept in a neat, clean and repaired condition at all times. No boat, watercraft, boat trailer or other such additional items shall be parked or stored in or on the Space at anytime.
4. It is mutually agreed that GHM shall not be liable for the safe keeping or condition of the mobile home, trailer or any equipment appurtenant thereto and Owner must carry his or her own insurance thereon. GHM shall not be liable for any damage or loss to or of the mobile home, trailer, equipment or personal property of any type whatsoever from any cause whatsoever, or for injury to the Owner(s), guest(s) or invitee(s) or any other persons. Owner, his or her heirs or assigns, hereby agree to indemnify and hold harmless GHM from any and all claims, liability or damages for personal injury, loss of life to themselves, family, employees, invitees, guests, agents, or any other persons whatsoever, or property damage or property loss howsoever caused.
5. Owner's liability insurance, registration and information required. The Owner shall be required to carry personal injury and property damage liability insurance in an amount sufficient to cover any and all damages caused by the described Mobile Home, Owner or Owner's guests or invitees. Owner shall provide Marina office with proof of such insurance, a copy of a valid registration for the described Mobile Home and a valid mailing address and phone number of Owner. Owner shall notify Marina of any change in address or phone number.
6. Owner shall abide by all Rules and Regulations of GHM, including, but not limited to, the specific Rules and Regulations governing the Mobile Home Court, and the general Marina Rules in Exhibit "A", incorporated herein.
7. In the event of a breach of this Agreement, or a violation of any of the Rules and Regulations of GHM, including, but not limited to, the specific Rules and Regulations governing the Mobile Home Court, GHM may terminate this Agreement upon written notice to the Owner at the address stated below, and the Owner shall promptly pay all sums due GHM and remove the mobile home or trailer from the premises. A failure to remove the mobile home or trailer from the premises within twenty-one (21) days of the written notice of termination of this Agreement, shall constitute an abandonment of the mobile home or trailer. GHM shall then have a lien against the mobile home or trailer for any sums owing GHM, and may sell or otherwise dispose of the property, without further notice to Owner.
8. **Owner hereby grants GHM a security interest in and GHM shall have a lien against the described Mobile Home, including but not limited to the appurtenances and contents, to**

secure all amounts owed to GHM under this Agreement, any and all other sums owed by Owner to GHM, including, without limitation, for unpaid sums due for use of GHM's facilities, purchase of goods, electrical or other services, or for damage caused or contributed to by the described Mobile Home or by Owner, his guests or invitees, to any property of Marina or any other person. Marina may exercise any remedy set forth in this Agreement and as otherwise available under the Uniform Commercial Code or applicable law, including taking possession of the Mobile Home and the sale of the Mobile Home and its contents, without further notice of Owner.

Credit is extended only as courtesy and may be withdrawn at any time. The owner agrees to pay on or before the tenth of each month for all items authorized to be charged to his account, and agrees to pay a service charge of 1.5% per month on all accounts (18% annual percentage rate) on any slip rental charge, marina charge, electrical or other charge that remains outstanding on the 10th of each month. GHM shall, at its sole option, extend credit for payments due under this contract and for purchases from GHM facilities only to an owner who have registered a valid Visa, MasterCard, Discover or American Express credit card with GHM's Office. By registering a credit card at the Office, the owner consents to the placement on that credit card of any charges made on Owner's account, any payments due under this contract and any other debt of Owner owing to GHM.

9. Waiver of any one condition by the Marina shall NOT be deemed to be a continuing waiver.
10. All persons causing injury or damage to other persons, docks, boats, property or other mobile homes shall be liable therefore, and violations of Mobile Court rules, harbor rules, disorder, or indecorous conduct by an Owner, his crew or guests that might injure a person, cause damage to property, or harm the reputation of the Marina, is cause for immediate removal of the Mobile Home in question from the premises. Children and pets must be controlled to insure the peace and privacy of other guests and tenants.

MARINA:
GRIDER HILL MARINA
115 Grider Hill Lodge Rd.
Albany, KY 42602

Mobile Home Owner:
[OWNER'S SIGNATURE]

BY _____
Owner's Printed Name

ITS: _____
Owner's Signature

Date: _____ Date: _____

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EXHIBIT "A"

GENERAL HARBOR RULES

ADDITIONS OR ALTERATIONS of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon installation. All unauthorized additions or alterations will be removed with the Owner being assessed for the removal.

When a boat enters the harbor, it immediately comes under the general jurisdiction of the management. Any condition aboard any boat, which, in the opinion of management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by the owner. Refuse, oil or combustible liquid must be deposited in receptacles for that purpose.

All vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance thereof is concerned. No laundering or drying of laundry, including swim suits and towels, is permitted on any deck or rigging of any vessel or on the common areas. In the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation or the environment, the Marina may correct said condition by removing the vessel by any means the Marina deems appropriate. The Owner shall be responsible for all costs associated with said corrections. Owner must maintain his vessel in a state of readiness for movement in case of fire or evacuation.

Advertising or soliciting is not permitted on any boat within the Marina. Owner may conduct no business or commercial enterprises within the Marina area

The wake of all boats operated within the harbor limits must not cause damage or discomfort to berthed boats and their occupants. Owner must obey the No Wake Zone at all times.

All boats docked in the harbor shall observe and comply with all health, safety and sanitary regulations governing the waterways, as well as all other applicable federal, state and local laws and regulations.

Fresh water is available on the piers during the mild weather months only. Where applicable, the electric is due within 10 days of billing, billing times at the discretion of the Marina.

Owner must maintain his mooring lines.

Restrictions: (a) Subleasing of slips, or leasing, renting or chartering of boats is not allowed except with written prior approval from the Marina. (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size. If the Marina requests, Owner shall move Owner's boat to a new assigned slip. (c) BOATS OFFERED FOR SALE within the Marina lease area must be registered with the Marina's broker. Those Owners choosing not to list with the Marina's broker of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited with the Marina lease area. Owners choosing not to list with the Marina's broker of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner or other broker promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by a broker or other representative. Agents, brokers or like associations are prohibited to operate within the Marina lease area unless prior written approval is granted by the Marina. The rules set forth in this section apply to the promotion and sale of boats, additions and accessories and include merchandise and or services. (d) Owner agrees to place, in areas on the boat acceptable to the Marina and that are visible from the header pier, boat identification stickers (e.g. Stickers with Marina boat identification numbers) provided by the Marina. The purpose of such stickers is to permit the Marina to determine if boats are moored in their proper slips. Upon receipt of this signed Agreement, boat identification stickers will be mailed to the Owner. (e) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.

Transfer of boats between slips or from one slip space to another is prohibited, unless approved by management. A transfer fee of \$100.00 shall be charged, and is due and payable before the transfer.

Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. No person shall pour oil, paint, spirits, flammable liquid or pump oily bilges in harbor areas.

Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. After the hour of 12:00 midnight, CST, a state of general quiet shall prevail.

Pets are permitted only if they are enclosed or leashed and do not disturb other tenants. They shall be toileted on the adjacent land area to the Marina.

Slip Lessees or others shall not store dinghies, refrigerators, freezers, air conditioners, accessories or debris on fingers or main walkways.

Slip lessees or others may not store flammable items in lockers or storage areas. Any locker or storage area must remain open for fire marshal and safety inspections. Should Lessor or others elect to lock the locker under his/her control, a key must be provided to the Marina Office.

The use of motorized vehicles, including golf carts, motor scooters and bicycles and air rifles is not permitted on Marina docks and ramps.

Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the Marina. Owner agrees that in case of emergency or maintenance work on the space, Marina may move the boat from the particular space rented to any other mooring place, and releases Marina for any liability for loss or damages.

Owners checking out of the Marina shall report to the Marina Office and settle their account prior to leaving. All personal property must be removed from docks and lockers when moorage rental is terminated.

No open flame (i.e. grills, torches, etc.) shall be permitted on any walkways, slips, docks or in or near any storage area, nor on the decks of any boat moored in a covered dock space. Fireworks are not permitted.

Gasoline or motor boat fuel is not permitted to be carried onto docks from shore.

Maximum vehicle speed limit on all roads and parking areas is 10 MPH. Marina reserves the right to limit and govern parking space in Marina parking areas.

MOBILE HOME COURT RULES & REGULATIONS

1. No permanent or semi permanent additions of any kind are allowed, including patios and decks. All mobile homes must be fully skirted, with approved skirting.
2. Your service vendors doing repair or maintenance for you must have Liability Insurance in the amount of one Million dollars (\$1,000,000.00), and proof thereof must be filed with GHM office. All such vendors must register at the GHM Office prior to entering the property. Each visit requires registration.
3. Garbage is picked up daily in the AM, and must be in tied garbage bags, placed at the front of the Space. DO NOT place garbage outside in the evening.
4. No campfires are permitted in the Space or the Mobile Home Court.
5. All mobile homes/trailers must be mobile, with wheels attached.
6. No commercial business of any kind whatsoever is permitted at anytime, including, but not limited to, the rental of the mobile home to third parties.

7. Pets must be kept leashed at all times, may not cause any disturbance and be harmless.
8. Noise shall be kept at a minimum at all times. General quiet is required after 12:00 midnight, CST.

After consultation with the Corp of Engineers, we have formulated the following rules and regulations to clarify many of the issues that have arisen as a result of some misconceptions regarding the “grandfathering” of the trailer park, as well as other rules and regulations.

1. The effective date of the Section applicable to the Grider Hill Marina Trailer Park was December 31, 1989. Under those regulations, the trailers that then existed at Grider Hill Marina were not required to be removed. As each of those trailers were removed, no new trailer should have been placed on the vacant space. We are fully aware that this rule was not followed, and we will attempt to bring the trailer park in compliance, while granting some latitude for the past errors.
2. If your trailer was on the premises as of December 31, 1989, you are in compliance. However, you may not replace your existing trailer with a new or different trailer. If and when your trailer is removed, for any reason, you may not replace it with another. If you sell your trailer, any new owner may not pull out your trailer and replace it with a new or different trailer.
3. If your trailer was not on the premises as of December 31, 1989, you are not in compliance. We will not require that you remove your trailer; however, if you sell your trailer or there is a change in title, you must remove the trailer from Grider Hill Marina Trailer Park.
4. Under either circumstance, in compliance or not in compliance, the destruction or substantial destruction of your trailer terminates your usage, and the trailer must be removed from the site and cannot be replaced with new or different trailer.
5. Under either circumstance, the trailers must be kept in good, clean and repaired condition. A failure to do so will terminate the use, and the trailer must be removed and cannot be replaced with a new or different trailer. In this regard, you must make sure that your skirting is in good repair, not dented or torn; that the exterior is free of rust and kept in good repair and finish. A failure to do so will terminate your usage.
6. Under either circumstance, the owner of the trailer must conform to all federal, state and local safety, health and structural requirements. A failure to do so terminates the usage, and the trailer must be removed from the premises and cannot be replaced with a new or different trailer.
7. We have become aware that some of our Tenants have been renting their trailers to others. This is strictly prohibited, and any violation will terminate the use and the trailer must be removed immediately.
8. All trailers must be fully skirted, and be in full compliance with your contract terms (which require skirting), and in compliance with Health Department rules. If you are in compliance with the Health Department rules, and those rules permit partial skirting, you will still not be in compliance with Grider Hill Marina rules and your contract terms. A failure to do so will terminate your usage of the space.
9. Each and every trailer must give a copy of your registration to the Office. Each and every trailer must carry liability insurance in an amount of to cover all liability for damage to others and the property of others and provide the Office with proof of insurance.
10. You may not plant trees, shrubs or any other plants on your site, or in any other place, which prevents the ingress and egress of your trailer or any other trailer.