



## LICENSE AGREEMENT

THIS AGREEMENT made and entered into on the Effective Date between My River Home Boat Harbor, Inc. ("Licensor") and the Licensee listed below.

Effective Date: \_\_\_\_\_ Annual Lease Amount: \_\_\_\_\_

Name: (print) \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: (print) \_\_\_\_\_

Email: (print) \_\_\_\_\_

Boat Make: \_\_\_\_\_ Model/Year: \_\_\_\_\_

VIN#: \_\_\_\_\_ Name of Vessel: \_\_\_\_\_

### 1. Licensed Premises.

Licensor hereby grants to Licensee the exclusive right to occupy boat slip# \_\_\_\_\_ located in the boat harbor commonly known as My River Home ("the Harbor") which is located in St. Charles County, Missouri. This right of occupancy shall take effect on the Effective Date and shall be for a period of one year. **This license shall automatically renew for additional periods of one (1) year unless terminated by either party in writing at least 30 days prior to the end of each one year period.**

### 2. License Fee.

The license fee is due on the Effective Date and on each successive anniversary thereafter, unless this Agreement is terminated.

### 3. Waiver of Liability.

Licensee agrees that Licensor shall not be responsible to Licensee or to any other persons invited by Licensee to the Harbor for any damages or injuries sustained from the use of any docking or harbor facilities. Licensee agrees to indemnify and hold Licensor harmless against any claims for loss, damage or injury to persons or property arising from any cause including, but not limited to judgments, suit monies, and attorney's fees. Further, the parties agree that the use of the facilities shall be entirely at the risk of Licensee, Licensee's guests and invitees and that all losses sustained by the same including, but not limited to, losses resulting from theft, vandalism, fire hazards, wind storms, high or low water levels, and any acts of God, shall not be the responsibility of Licensor.

### 4. Liability Insurance.

Licensee shall maintain, during the term of this License, casualty liability insurance in a sum of \$100,000 per person and \$300,000 per occurrence. **Further, Licensee shall provide to Licensor, on or before the Effective Date and any subsequent renewal periods a letter from a certified insurance company verifying the existence of said insurance. Licensee shall include Licensor as a loss payee on all policies of insurance.**

### 5. Damages Caused by Licensee or Guests.

Licensee shall be liable to Licensor for all damages to the property of Licensor caused by any act or omission of Licensee or his employees, agents, servants, guest or invitees.

### 6. Termination of License.

Licensor shall have the right to terminate this License upon violation by Licensee of any terms of this Agreement or of any of the Licensor's rules of regulations.

### 7. Compliance with Harbor Rules.

Licensee agrees to comply with all rules and regulations promulgated by Licensor.

**8. Right of Removal.**

**Licensors shall have the right, without prior notice to Licensee, to remove Licensee's boat from the Harbor either as a result of breach of the Agreement, for the purpose of harbor maintenance and control, or in the case of emergency.**

**9. Grant of Lien.**

You are hereby notified that pursuant to Missouri Revised Statute Chapter 430, the Licensee's failure to pay Licensor for any labor or materials furnished by Licensor may result in the Licensor obtaining a lien against Licensee's vessel.

**10. Assignment of License.**

The license granted herein is not assignable or transferable without the written consent of Licensor, and Licensor shall have the right to refuse to consent to any assignment or transfer in its sole and absolute discretion.

**11. Litigation.**

In the event that Licensor commences litigation to enforce any of the provisions of this Agreement, including, but not limited to, collection of any amounts due and owing, it shall be entitled to recover from Licensee its reasonable attorney's fees and court costs in addition to any actual damages.

**12. Venue.**

The sole and exclusive venue for any litigation between the parties shall be in the Circuit Court for St. Charles County, Missouri.

**13. Jury Trial Waiver.**

**In the event of litigation between the parties, the parties agree to waive trial by jury.**

**Licensee:**

**My River Home Boat Harbor, Inc.  
("Licensor")**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**