

BLACKWELL ISLAND

M A R I N A

Business Office: (208) 664-7224 / (208) 415-5600

HAGADONE HOSPITALITY CO.

dba Hagadone Marine Group

1000 S. Marina Drive

Coeur d' Alene, ID 83814

LEASE AGREEMENT DATED October 9, 2025

Owner's Name Kootenai County Sheriff Idaho State Reg. # _____
Address 5500 N Government Way Boat Make & Model _____
State/Zip ID, 83815 Overall Length _____
Rec Pass (1) _____ Business Telephone (208) 660-4579
Rec Pass (2) _____ Cellular Phone (208) 446-1304
Insurance Carrier _____ Insurance Policy # _____
Emergency Contact Trudy/ Bridgette G. Emergency Phone () -

SLIP NUMBER YC04 TERM: Annual RENEWAL: Fall November 1, 2025 through October 31, 2026
MOORAGE FEE: \$ 8,670.00 PAYMENT DUE: October 1st STORAGE: Wet

THIS LEASE AGREEMENT is entered into between **HAGADONE HOSPITALITY CO.**, an Idaho corporation, doing business as BlackWell Island Marina ("Lessor"), and the undersigned Boat Owner ("Lessee").

Lessor hereby leases to Lessee the moorage space identified above (the "Slip") for the boat (the "Boat") and for the term described, upon the terms and conditions set forth herein. Lessee acknowledges that he has inspected the Slip and has satisfied himself that the space is adequate for the safe mooring of the Boat. This Lease is a lease of berthing space only. Lessor's responsibility is limited to the supervision and maintenance of the Marina premises. Lessor assumes no responsibility for tending mooring lines or moving boats from the berths to which they have been assigned. Lessee covenants to exercise due care in the occupation of the Slip and to vacate the same in good condition, wear and tear occasioned by normal use only excepted.

Renewals are at the sole discretion of the Lessor. The invoice for the following season shall constitute the Lessee's invitation to renew. If the Lessee elects to renew, **FAILURE TO MAKE PAYMENT IN A TIMELY FASHION SHALL BE DEEMED A DECLINATION OF THE OFFER TO RENEW, AND THE SLIP WILL BE RE-LET TO ANOTHER CUSTOMER.** Payment of the invoice shall constitute an acceptance of the offer to renew, and Lessee's right to occupy the Slip on the terms and conditions set forth in this Lease Agreement as it may be amended from time to time. Lessee shall consult the Lessor's website at www.hagadonemarine.com for any amendments to the Lease Agreement, the Terms & Conditions, or the Rules & Regulations applicable to the Marina.

LIABILITY OF MARINA AND LESSEE

Lessee, while operating the Boat within the Marina, shall assume all responsibility for any personal injury or property damage caused by the use of the Slip or the operation of the Boat, whether used or operated by Lessee or any other person or party with the consent of the Lessee. Lessee shall fully indemnify and hold Lessor harmless against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with the use of the Slip and operation of the Boat. Lessee further agrees to hold Lessor harmless from any liability for personal injury or property damage caused by changing water levels (whether low or high water), winds or other weather conditions, or other circumstances beyond Lessor's control. Lessor shall not be responsible for any damage caused to the Boat or any of its contents by fire, theft, vandalism, electrical failure or other casualty attributable to the acts of the Lessee, their guests and/or permitted users or for acts that are attributable to the conduct of third parties.

The Lessee shall maintain adequate property and liability insurance coverage covering the Lessee's boat and/or boats. Such insurance shall be carried in favor of Lessee, with Lessor named as additional insured, as their respective interests may appear. Proof of insurance required herein shall be provided prior to the commencement of the Initial Term and any Term thereafter, and shall be maintained in full force and effect throughout the Term. Such insurance shall not be cancelled without at least thirty (30) days prior written notice to the Lessor.

Lessor does reserve the right, in its sole discretion, and without assuming any liability therefore, to move any Boat whenever Lessor determines it necessary for the safety or maintenance of the Marina area, or special events. This specifically includes, but is not limited to, Lessee's use of "A Dock" during the Wooden Boat Show event.

Lessee hereby grants to Lessor a security interest in the Boat, including all accessions, attachments or improvements thereto, to secure all obligations and liabilities of Lessee under this Lease, including charges at the Resort, Marina facilities and/or the Resort Boat Shop, if any. The Boat shall not be removed from the premises or from Lessor's possession until all charges have, in fact, been fully paid, except that Lessor may remove the Boat upon termination of this Lease Agreement as provided below, and hold the same as security for full payment of all sums due, including the costs of storage. Interest at the rate of 1½ per cent per month (18% per year) will be added on all past due accounts. An account is past due after thirty (30) days following the due date. Foreclosure of the lien may proceed in accordance with **Idaho Code § 45-805, or other** applicable Idaho law. In the event it is necessary for Lessor to consult an attorney or bring an action to enforce any of the Lessee's obligations and liabilities under the terms of this Lease Agreement, Lessee agrees to pay, in addition to damages, Lessor's costs and attorney fees incurred in that process.

The failure of Lessor or its employees to enforce any of the terms, conditions or agreements contained herein shall not be considered to be a waiver of such term, condition or agreement, in the absence of an express written waiver by Lessor. If any provision of this Agreement is deemed to be unenforceable by law or public policy, the same shall be severable, and the remaining terms, conditions and agreements shall be enforceable according to their terms.

WINTER CONDITIONS

Boats moored during the off-season, from November 1 to March 31 of each year are left at Marina at Lessee's own increased risk for damage or loss due to winter conditions. Lessee shall be responsible for all maintenance and care of the boat, including removal of snow or ice, installation and maintenance of bubblers or heaters, and other measures necessary to protect the boat from damage from snow, ice and cold or stormy weather.

Lessor shall not be liable for any personal injury or property damage caused by a power failure or any interruption in electrical services.

BREACH

In the event of a breach of any term or condition of this Lease Agreement by Lessee, any operator of the Boat, or any other party enjoying the benefits hereof (including but not necessarily limited to the user of a recreational pass provided hereunder), Lessor shall have the right, at its sole option, to immediately terminate this Lease Agreement, in addition to any other rights and remedies available to it under this Lease Agreement or under Idaho law.

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THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT ARE EXPRESSLY MADE A PART OF THIS LEASE AND INCORPORATED HEREIN BY REFERENCE.

LESSOR: BLACKWELL ISLAND MARINA

LESSEE:

By: **Melissa Menke**
Its: **Moorage Manager**

TERMS AND CONDITIONS

Lessee will observe and comply with all rules Lessor may prescribe for the safety, care and cleanliness of the Marina premises, and the comfort, quiet and convenience of other occupants, including but not necessarily limited to the following:

1. Lessee shall comply with all applicable rules, regulations and instructions of the U.S. Coast Guard, and all laws, ordinances, rules and regulations of any federal, state, city, local or other governmental agency with jurisdiction regarding the boat or docking in the Marina. At all times that the Boat is moored at the Marina, the Boat shall be used solely for pleasure and shall not be used in any commercial activity or chartering without the prior written authorization of the Lessor. No advertisements of commercial activities can include pictures of the vessel in the Marina.
 - a. The vessel may not be used for Short Term Rental (Airbnb, VRBO, Etc.) while moored in the Marina.
 - b. The vessel may not be used for Daily Rental (Boatsetter, GetMyBoat) at any time.
2. A no-wake zone shall apply to, and must be observed by, all persons operating the Boat within the Marina premises.
3. Lessee agrees to comply with all governmental regulations relating to safety equipment and to current registration, and to equip the Boat with adequate mooring lines and fenders to ensure that the Boat is safely moored for the weather conditions. Without assuming any liability therefor, if Lessor deems Lessee's mooring lines and fenders to be inadequate, Lessor may require Lessee to upgrade them, at Lessee's sole cost and expense.
4. Lessees that have a past-due balance with Hagadone Marine Group of more than 60 days will be subject to the Boat being impounded, restricted access to the Slip or termination of this Lease at the discretion of the Lessor.
5. Disorderly or indecent conduct by any Lessee or Lessee's visitor(s) that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Lessor reserves the right to terminate the Lease at any time, with or without prior notice, if Lessee or Lessee's family or guests exhibit unsatisfactory behavior or conduct or act in any manner determined by Lessor, in its discretion, to not be in the best interest of the Marina, other lessees or any employees of the Marina, including but not limited to the use of obnoxious or abusive language or overly-boisterous behavior, or treating personnel or employees of the Marina or other lessees or guests in an unreasonable, disrespectful, or abusive manner. The Lessor's right to terminate the Lease shall apply whether the behavior or conduct occurs at the Marina or at any other property owned, operated or managed by Lessor or its affiliates, or under circumstances where the behavior or conduct has resulted in the Lessee being prohibited entry onto or denied service at any of such properties.
6. Lessee must notify Lessor of any unsafe or hazardous conditions that come to Lessee's attention. This can be done via the link at www.hagadonemarine.com or by notifying Marina personnel.
7. **Lessee shall not place any "FOR SALE" signs on the Boat while it is on Marina premises.**
8. Only minor repairs and maintenance may be performed while the boat is in the Slip, and only if in compliance with the terms and conditions of this Lease. Except in the case of emergency, all maintenance and repairs must be done during regular business hours (9-4), not on weekends or holidays, and in a manner, which is not disruptive to other Marina tenants or guests. The Lessor shall be the sole judge as to what work is acceptable and, if in doubt, approval shall be obtained prior to starting any maintenance or repair project.
 - a) Permitted Work
 - Maintenance work at the dock will only be permitted if it will not adversely affect any of the neighboring lessees in the surrounding slips, as determined by the Lessor in its sole discretion.
 - Prolonged use of power washers is restricted to only morning hours.
 - Normal or minor maintenance as determined at Lessor's sole discretion.
 - b) Not Permitted Work
 - Use of welding equipment and burning torches.
 - Use of chemical paint removers.
 - Burning off paint.
 - Spraying of paint.
 - Extensive use of power tools.
 - Work that results in strong odors.
 - Work that generates airborne particles (dust), such as power sanding or power planing.
9. All pets shall be kept on a leash, and shall not be left unattended at any time while on the Marina premises. Lessor may require that pets be removed from the Marina premises for excessive barking, defecation, or other activities which Lessor deems to be disruptive to the operation of the Marina.
10. Lessee shall keep the dock area adjacent to the Slip clean and free of litter, and in such a manner so as not to create a hazard or personal discomfort to others. Nothing, other than the Boat, including but not necessarily limited to personal watercraft, dinghies, personal items or similar items, shall be stored in, on or near the Slip. Lessor reserves the right to restrict the use of the docks and walkways to access for ingress and egress only at any time.
11. No toilet facilities shall be used on the Boat while in the Marina except those facilities complying with all U.S. Coast Guard and other federal, state or local regulations or requirements.
12. The discharging or dumping of any sewage, fuel, oil or other waste materials or substances from the Boat is strictly prohibited. Lessee specifically agrees to indemnify and hold Lessor harmless from and against all claims, actions, proceedings, damages and liabilities, including costs and attorney fees incurred by Lessor, arising from or connected with such activities by Lessee, whether or not the discharging or dumping was intentional, accidental or inadvertent.
13. Garbage or any other waste matter of any kind must be deposited in the large dumpster containers provided by Lessor at the top of the ramp.
14. Refueling and pump out of boats within the Marina is restricted to the Marina gas dock. Absolutely no refueling at the slip. Smoking is not allowed on the fuel dock or in any Boat tied alongside the fuel dock.
15. Swimming, water skiing, scuba diving, floating on inflatable or other devices, kayaking and paddle boarding, or any similar activity is strictly prohibited within the Marina. Lessee acknowledges that the marina facilities are the site of multiple electrical transmission facilities and equipment, as well as submersible electrical improvements that service the marina. Agencies of the State of Idaho have issued cautionary directives that such electrical facilities create a personal safety risk in the form of electric shock and potential drowning. Lessee shall be responsible for advising all Lessee's allowed guests and invitees of this restriction. As a condition of the Lease, Lessee, both individually and on behalf of any of Lessee's guests and invitees, agrees to indemnify, defend, and hold the Lessor and its agents harmless from any injury, damage, or claim arising from or by virtue of any violation of this rule.
 - No safety equipment, e.g. ladders and life rings, can be used for recreational purposes, but only in the event of an emergency.
 - No ladders may be installed on any dock without the prior written permission of the Lessor and may only be used for emergency purposes.
16. Living on your Boat for any period longer than 7 nights in a 10-day period is considered liveaboard and is prohibited.
17. If any vessel sinks within the Marina, Owner/Tenant must take immediate action to mitigate any damage or spill. If Lessee fails to take immediate action, Lessor or its assign will do so and Lessee shall pay all costs incurred in such action.
18. The use of hazardous substances or engaging in hazardous activities, including but not necessarily limited to spray painting, welding, the use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment or practices is specifically prohibited. **Without limiting the generality of the foregoing, no portable grills, fire pits or other similar devices are allowed on the docks at anytime. No portable grills, fire pits or other similar devices are allowed for use on any boat while in the Marina premises except for marine grade barbecue grills specifically designed and approved for marine use.**
19. For **annual leases only**, two **complimentary** passes may be issued to Lessee for use of the indoor Recreation Center (*located within the Coeur d'Alene Resort*) (*use of swimming pool or other facilities outside of the Coeur d'Alene Resort, including but not limited to the Hagadone Event Center and Golf Course are specifically NOT included*) by the two adults (over 18 years of age) listed on page 1 of this Agreement, on the following conditions:

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- a) The passes are non-transferrable, and may be used only by the persons in whose names they are issued. The named card holder is not entitled to bring guests or children into the Recreation Center with his or her card.
 - b) Persons in whose name passes have been issued shall be entitled to the use of the indoor swimming pool, Jacuzzi, and exercise area. Other facilities within the Coeur d' Alene Resort will be available at the same rate charged to overnight guests of the Coeur d' Alene Resort.
 - c) The Recreation Center passes are complimentary, and may be cancelled at any time, with or without cancellation of the Lease for the Slip.
20. **This Lease is personal to the Lessee and applies only to the Boat identified on this Lease. Lessee warrants and represents that they will, and shall at all times during the term of the Lease, remain the owner of the Boat. Lessee shall not assign, sublet, transfer or permit the use of the Slip to any other party, or for the use by any boat other than the Boat to be moored in the assigned Slip. Lessee acknowledges that any sale of Lessee's Boat during the term of this Lease shall not effectuate an assignment of this Lease or the Slip, and shall not create any current or future right to use, occupy, or lease the Slip by the Boat's purchaser or subsequent owner.**
21. All rent on space is due and payable in advance, and shall be considered fully earned upon payment. Upon termination of this Lease (whether by expiration of the term of this Lease or earlier termination due to Lessee's breach of any of the terms and conditions contained herein), without the Lessee having made special arrangements with Lessor or having entered into an Off-Season Lease Agreement, with rent for the off-season having been paid in advance, Lessee shall immediately remove the Boat from the slip and the Marina premises. In the event that Lessee fails to so remove the Boat, Lessor shall have the right, in its sole discretion and without assuming the obligation, to remove the Boat and hold it, at Lessee's cost and expense, as security for payment of all outstanding charges, including the holdover rental provided for above for any period of occupancy beyond the specified term, as described herein under LIABILITY OF MARINA AND LESSEE. In the event that Lessor shall nevertheless allow the Boat to remain in the Slip following the expiration of the term of this Lease, then Lessee's possession of the Slip shall be treated as a holdover tenancy pursuant to Section 22 below. In addition, Lessee shall not be entitled to any reimbursement or proration of prepaid rent in the event this Lease is terminated prior to the expiration of the term hereof due to Lessee's breach of any of the terms and conditions contained herein.
22. Lessee understands and acknowledges that the Lease termination day listed on this Agreement is specific as to when the Lessee has the right to occupy the Slip. Lessee shall have no automatic right of renewal or holding over. To the extent allowed by Lessor, holdover tenancies shall be on the same terms and conditions as set forth herein, with holdover rental payable, in advance, as set forth above. Lessee acknowledges and understands that the covered slips may have the covers removed by October 1st of each year.
23. Lessor reserves the right to alter or amend the terms and conditions of this Lease from time to time by written notice to the Boat owner or prominent publication of notice on the Marina premises.
24. Marina Rules and Regulations provided herein, and available at www.hagadonemarine.com, are expressly made a part of this Lease and incorporated herein by reference.
25. Charges at the Marina Store or other Marina facilities shall be paid in full by cash or credit card within twenty (20) days after Lessor's invoice therefore.
26. Security is provided as protection for Marina property. Full-time Marina security will be provided between Memorial Day weekend and Labor Day weekend. Part-time security will be provided at other times. Lessor shall not be responsible for any loss or damage caused by fire, theft, vandalism, water, weather, act of God or other casualty to the Boat or any other property used by Lessee in the use of the Boat Slip.
27. The designated handicapped parking, loading, and unloading spaces within the load and unload-only parking lot are available for use as needed. Kindly be aware that RVs and boat trailers are not permitted in the marina parking lot. All vehicles are required to display a current year's parking permit, if applicable, in a readily visible location. Vehicles without a valid permit are subject to towing at the owner's expense. Additionally, the 20-minute loading and unloading zones are strictly enforced, and non-compliance may result in penalties.
28. **When special events are taking place (i.e. boat shows, fireworks, hydroplane races), Lessor reserves the right to limit land and dock access to the Marina premises to Lessee and its immediate family (i.e. spouse and children), with any additional guests being picked up by boat. In no event shall the occupancy on the Boat exceed its rated capacity. Lessor specifically reserves the right to limit or prohibit Lessee's use of "A Dock" during the Wooden Boat Show event.**