

BOAT SLIP LICENSE AGREEMENT

Agreement this ____ day of _____, 20__ by and between

_____ residing at _____

hereinafter sometimes referred to as "licensee" and SHINNECOCK SHORES ASSOCIATION (SSA), with an address of P.O. Box 692, East Quogue, NY 11942, hereinafter sometimes referred to as "licensor".

WHEREAS, licensee is owner or of a lot located in Shinnecock Shores and a Member in good standing, or their tenant; and

WHEREAS, licensor is a Homeowner's Association with commonly held property including certain bulkheads docks and slips located on the southerly end of lagoons within SSA;

WHEREAS, licensee has requested permission to dock their boat along a portion of the bulkhead within the lagoon owned or bordered by property owned by SSA

W I T N E S S E T H

For valuable consideration, the receipt of which is here acknowledged, the parties agree as follows:

1. Licensor hereby grants to licensee a revocable license to dock their boat/vessel along that portion of the bulkhead owned by SSA designated as _____(also referred to in this agreement as a "Slip").
2. The license will be effective from ____/____2011 until____/____2011
3. That licensee shall remove their boat and all other personal property, excluding docks if owned by the licensee, from the designated location immediately upon the expiration date of this license or on such earlier date as specified by SSA.
4. Licensee shall ensure that all debris shall be removed from the licensed location on a daily basis.
5. Licensor specifically reserves the right to amend this agreement and to assign another location to the licensee, in which event the

licensee shall remove their boat to such other designated location, or licensor may terminate this agreement for a violation of any of the provisions contained herein.

6. At the termination of the license agreement, licensee shall return the slip to its condition as it existed prior to the commencement of the license and shall repair any damage which may have occurred to SSA property or adjacent property as a result of the use of the slip by licensee. In the event that licensee owns the dock which is attached to the licensed slip, then licensee may keep such dock in that location so that it is available for the next year's license renewal.
7. Licensee shall provide to licensor proof of registration of the vessel in the name of the Licensee and proof of general liability insurance naming licensor as an additional insured, insuring it for the amounts satisfactory to the association which shall include coverage against damage to property, personal injury and death.
8. Licensee shall comply with all applicable federal, state, and local regulations, Shinnecock Shores rules and regulations (annexed hereto and a made a part hereof), and agrees to indemnify, save and hold licensor harmless from any and all claims, including but not limited to claims by regulatory agencies, including reasonable attorney's fees resulting from the use of licensor's property by the licensee or any of its agents, assigns, contractors, etc.
9. In the event that this license shall be for the use and benefit of the tenant of a Lot owner/Member in good standing then both the Lot Owner/Member and the tenant/Licensee shall execute this agreement and each shall be bound by its terms jointly and severally. In the event that the tenancy ceases the Owner/Member shall immediately notify the association and this License shall automatically terminate.
10. In the event this license terminates either by expiration of its term or for any other reason, then licensee shall remove their boat or vessel from the slip with in five days.
11. If licensor shall bring an action for the enforcement of this agreement, licensor shall be entitled to reasonable attorney's fees and disbursements including court costs, filing costs, etc.

IN WITNESS WHEREOF, licensor and licensee have duly executed this agreement on the date first above written.

Shinnecock Shores Association

Licensee

BY: _____