

Rent (meaning Slip Charges and boat lift rent, if applicable, and including applicable sales tax) is payable annually, in advance by the first of the marked renewal month and is considered late on the second of the month. Late fees are defined in Section 9.

If applicable as determined by Landlord, there shall be a Utilities Charge (as hereafter defined) invoiced to Tenant in addition to the Rent. The "Utilities Charge" shall include, but is not necessarily limited to (nor are the same necessarily provided at all facilities or slips) electric, sewer, pump-out service, internet and/or other similar services, as may be offered at the facility and to the slip from time to time. Certain governmental and other agency fees, charges, permits, taxes, and assessments will be invoiced to the Tenant, as applicable, which may include, by way of example but not limitation, submerged land lease fees, pilotage fees, golf cart permit (\$500/yr single user, \$300/yr multi-user), permit to park a small craft behind a houseboat (\$300/yr) and environmental regulatory fees, and shall be added to the rent payable by Tenant and included in Rent.

The Landlord provides electrical service to the slip and bills the Tenant for the cost of electricity from the most recent electric bill based on usage. **TENANT IS RESPONSIBLE FOR RECORDING AND NOTIFYING THE OFFICE OF INITIAL METER READING AND THE FINAL READING WHEN LEAVING THE SLIP.** In the event of a loss of power to the slip, Landlord will use reasonable efforts to restore power. Tenant must promptly notify Landlord of any loss of power to the slip. Landlord is not responsible for any loss of food or damage to the Vessel or any other equipment or property of Tenant as a result of loss of power.

NOTICE TO VESSEL OWNER

Tenant is solely responsible for making suitable arrangements for safe sheltered anchorage during severe weather, including but not limited to tropical storms, hurricanes, or tornadoes, and Tenant warrants such arrangements have been or will be made. Tenant may not assume that Marina Premises will be safe, sheltered anchorage during such period, and Landlord makes no such representations or warranties. In the event of impending severe weather or emergency, Tenant acknowledges and agrees that if Tenant fails to remove its Vessel from Marina Premises within 8 hours after the issuance of a tropical storm, hurricane or tornado watch for the county or area in which Marina Premises are located, or in the event of any other emergency as determined by Landlord, Landlord's employees or agents are authorized, but not obligated, to remove the vessel from its slip and/or take any and all other actions deemed appropriate by Landlord or its employees or agents, in their sole discretion, in order to better secure the Vessel and to protect marina property, private property, other vessels, and the environment. In no event shall Landlord be liable for any loss or claim in the event it does not remove the Vessel or take other action to protect or secure the Vessel. Tenant is further notified that Tenant will be solely responsible for any resulting damage to the Vessel and may be charged a reasonable fee for any action taken by the Landlord to remove and/or protect the Vessel. **UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY LANDLORD. LANDLORD SHALL NOT BE DEEMED A BAILEE OF THE VESSEL.** Tenant agrees to reimburse Landlord for any and all costs it incurs on Tenant's behalf in emergency situations. **Section 1 and Section 2 below fully apply any time action is taken by Landlord in accordance with the authority afforded by this Section.**

Tenant's obligations under the terms of this Agreement begin the date this Agreement is signed. Tenant is responsible for the full term of this Agreement. In the event this Agreement is terminated prior to the end of the term, Landlord, in its sole discretion, may assess liquidated damages in the form of a Termination Fee, as defined in Section 18 herein, in addition to all other sums due hereunder. If further action is required, all costs listed in Section 15 herein shall apply.

ADDITIONAL TERMS AND CONDITIONS

1. Under this Agreement, Landlord agrees to provide Tenant a license to use an assigned Slip or Port and associated marina facilities in exchange for Rent and other charges set forth herein, subject to the terms and conditions set forth in this Agreement and, as applicable, Landlord agrees to provide Tenant a license to use a boat lift to be installed at such assigned slip. Tenant shall use the assigned slip or port for the dockage of above-described Vessel only. If Tenant desires to dock a vessel other than referenced above, Tenant must complete a new agreement. This Agreement does not create a bailment relationship between the Tenant and Landlord for any Vessel, its equipment, or personal effects on a Vessel, all of which are agreed will at all times remain within the custody and control of the Tenant and not Landlord, and all risk of loss remains with the Tenant. Landlord may give miscellaneous assistance to Tenant, but it is agreed that this will not constitute the creation of either agency or a bailment relationship between Tenant and Landlord.
2. **LANDLORD'S SLIPS, PORTS, AND ASSOCIATED MARINA FACILITIES ARE TO BE USED BY TENANT AT TENANT'S SOLE RISK.**
 - 2.1. **TENANT, ON BEHALF OF ITSELF AND TENANT'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST LANDLORD AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY LOSS (INCLUDING THEFT), DAMAGE OR DESTRUCTION BY FIRE, WINDSTORM, WATER OR OTHERWISE TO A VESSEL, A VESSEL'S EQUIPMENT, OR PERSONAL EFFECTS ON ANY VESSEL, OR IN OR AROUND GREEN RIVER MARINA'S SLIPS, PORTS, AND ASSOCIATED MARINA FACILITIES, EVEN IF SUCH LOSS, DAMAGE OR DESTRUCTION IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LANDLORD OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, OR AGENTS.**
 - 2.2. **TENANT, ON BEHALF OF ITSELF AND TENANT'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST LANDLORD AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR BODILY INJURY, PERSONAL INJURY, OR OTHER HARM (INCLUDING DEATH) TO TENANT, TENANT'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, WHILE ON MARINA PREMISES, EVEN IF SUCH BODILY INJURY, PERSONAL INJURY OR OTHER HARM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LANDLORD OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS.**
 - 2.3. **TENANT SHALL DEFEND, INDEMNIFY AND HOLD LANDLORD AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS, EXPENSES, LOSSES AND DAMAGES (i) FOR INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF LANDLORD'S SLIPS, PORTS, BOAT LIFTS AND ASSOCIATED MARINA FACILITIES BY TENANT, TENANT'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, EVEN IF SUCH CLAIMS, ACTIONS, LIABILITIES, AND DAMAGES ARE FOR LOSS DAMAGE, INJURY, OR HARM CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE LANDLORD OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS, AND/OR (ii) INCURRED BY LANDLORD AS A RESULT OF OR WITH RESPECT TO THE VESSEL OR TENANTS NEGLIGENT OR INTENTIONALLY HARMFUL ACTIONS OR OMISSIONS.**
 - 2.4. **THIS SECTION 2 REFLECTS AN AGREED CONTRACTUAL ALLOCATION OF RISKS BETWEEN THE PARTIES WHEREBY THE TENANT AGREES TO LOOK SOLELY TO TENANT AND TENANT'S OWN INSURER AS TO RISKS ASSOCIATED WITH THE USE OF LANDLORD'S SLIPS, PORTS, AND/OR BOAT LIFTS AND ASSOCIATED MARINA FACILITIES.**

- 2.5. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, TENANT WAIVES ALL RIGHTS TO RECOVER FROM LANDLORD ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT LANDLORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM COLLECTIVE LIABILITY OF LANDLORD HEREUNDER FOR ANY CLAIM SHALL BE EQUAL TO THE RENT AND OTHER FEES PAID BY TENANT HEREUNDER.
- 2.6. WITHOUT LIMITING THE EFFECT OF ANY OTHER WAIVERS, RELEASES OR INDEMNITIES SET FORTH IN THIS AGREEMENT FOR THE BENEFIT OF LANDLORD, TENANT WAIVES ALL RIGHTS TO RECOVER FROM LANDLORD (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS) ANY LOSS OR DAMAGE INSURED BY THE TENANT OR REQUIRED TO BE INSURED BY THE TENANT UNDER THE TERMS OF THIS AGREEMENT. THE FOREGOING WAIVER INCLUDES A WAIVER BY THE TENANT OF ALL RIGHTS OF SUBROGATION THAT THE INSURERS OF THE TENANT MAY HAVE AGAINST LANDLORD (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES. IF THE TENANT'S INSURANCE DOES NOT PERMIT A NAMED INSURED TO WAIVE THE INSURER'S RIGHT OF SUBROGATION, THEN SUCH INSURANCE POLICY MUST INCLUDE AN ENDORSEMENT IN WHICH THE INSURER WAIVES ALL OF ITS RIGHTS OF SUBROGATION AGAINST LANDLORD (AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS).

Tenant Initials:

3. Tenant agrees that Tenant and all of Tenant's guests, family, employees, representatives, and agents shall comply with all applicable federal, state, local, maritime, and, if existing, association, laws, rules and regulations, as well as any other governmental body or authority. Tenant further agrees that Tenant and all of Tenant's guests, family, employees, representatives, and agents shall comply with Landlord's Rules and Regulations (as set forth on Exhibit A attached hereto, which rules and regulations may be changed by Landlord), the Authorized Users Form (as set forth on Exhibit B attached hereto), and all other policies, rules and regulations in existence and as the same may be changed from time to time by Landlord, all of which are incorporated herein by reference. Persons listed on the Authorized Users Form are specifically granted permission by Tenant to use the Vessel. To delete or add a person on the Authorized Users Form, Tenant must deliver to Landlord a written notice specifying the person who is to be removed or added to the Authorized Users Form. Notwithstanding the above, Tenant agrees, acknowledges and understands that Landlord does not warrant that unauthorized persons will not board the Vessel, and Landlord shall not be responsible for any unauthorized person boarding the Vessel.
4. Tenant represents that all information given to Landlord by Tenant and listed in this Agreement or otherwise provided to Landlord is accurate, and agrees to notify Landlord within ten (10) days if any information provided by Tenant is changed or otherwise inaccurate. Tenant further agrees to cause the Vessel to be removed from Marina Premises immediately upon any change in ownership of the Vessel, unless a new Agreement is executed between Landlord and the new tenant. Removal of any Vessel under these circumstances shall not terminate Tenant's obligation to fully pay all amounts due through the end of the term of this Agreement.
5. An insured Tenant may work on his own boat on weekdays only (not on weekends or holidays) if such work does not interfere with the rights, privileges and safety of other persons or property. Tenant shall not do any work on any Vessel, or allow any actions whatsoever, which cause a disturbance to the peaceful use of Marina Premises by other vessel owners, their family and guests or which threatens the environment. Outside contractors doing work on the Vessel and boat broker salespeople shall not be permitted on Marina Premises without the prior written consent of Landlord. Landlord may charge, in its discretion, a fee for outside contractors providing service work on Marina Premises. Any outside mechanic, craftsman or any other persons performing work on Tenant's boat while in or on the Marina Premises must provide a certificate of worker's compensation and liability insurance coverage to protect the health, safety, welfare and property, environment of Landlord and other tenants as well as the environment. Certificate of insurance limits must be approved in writing by Landlord's management. Failure to meet these requirements will require Tenant's boat to be removed from Marina Premises for repairs and may constitute a material breach of this Agreement. All work on boats should be scheduled with Landlord's management. Service personnel must check in and out with Landlord's management.

Tenant Initials:

6. Sublicensing or subleasing of ports or slips by Tenant is not permitted. Further, Tenant shall not allow occupancy of the Vessel in exchange for payment or other consideration (including specifically, without limitation, occupancy pursuant to a transaction through Airbnb, Boatsetter or other companies offering similar services) while the Vessel is at the Marina Premises. Tenant is prohibited from storing or locating any vessel other than the Vessel described herein in the port or slip with respect to which a license is granted under this Agreement. Landlord reserves the right to grant a license with respect to or lease any port or slip assigned to Tenant when same is not being used by Tenant and to retain the income and rental therefrom. Tenant agrees that Tenant does not have the right to use any particular port or slip and that Landlord may reassign and move any Vessel to a different port or slip at any time at Landlord's discretion. **Section 1 and Section 2 of this Agreement fully apply any time action is taken by Landlord in accordance with the authority afforded by this Section**
7. Tenant is responsible for properly securing each Vessel at all times, including at such times when hurricanes, tropical storms, or other severe weather threatens the area encompassing Marina Premises. Tenant is further responsible for checking at least once a week for new additions or amendments to the Rules and Regulations. Tenant shall indemnify and hold Landlord harmless for any and all damages, losses, liabilities and claims resulting from Tenant's failure to comply with all Rules and Regulations and applicable laws. Tenant shall maintain the Vessel in a safe and seaworthy condition so that it will not become a hazard to other vessels on Marina Premises. Tenant shall operate the Vessel in a careful and safe manner so as not to cause damage to the Marina Premises, to any other property, vessels or persons. At all times, the Vessel will be equipped with a fully functioning battery turn-off switch. In the event that Owner or other authorized person is unavailable, or is available but refuses to act, and if the Vessel is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Landlord's facilities or to any other property or person by reason of any unsafe or un-seaworthy condition of the Vessel or otherwise, Tenant authorizes Landlord to take all appropriate actions as Landlord shall determine in its sole discretion, including without limitation, making repairs to the Vessel or removing the Vessel from Marina Premises, at Tenant's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Tenant agrees to be bound by Landlord's actions and to be fully and solely responsible for all expenses and liability incurred by reason thereof. **TENANT AGREES FURTHER THAT LANDLORD SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN LANDLORD'S JUDGMENT APPEAR TO BE PRESENT**

OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF LANDLORD TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF LANDLORD FOR FAILING TO ACT IN SUCH CIRCUMSTANCES. Tenant shall be liable for any damages to other vessels or to any part of Marina Premises, including but not limited to docks, pilings, plumbing, wiring and other equipment, and machinery, as well as Landlord's equipment and the environment, caused by a Vessel, by leaking of fuels, oils or any liquids from a Vessel, or by Tenant or Tenant's guests, family, employees, representatives and agents. Upon expiration or earlier termination of this Agreement, Tenant shall surrender the port/slips and, as applicable, boat lift to Landlord in good order and repair, ordinary wear and tear excepted.

8. Tenant shall be solely responsible for the proper operating condition of each Vessel, a Vessel's equipment and for the secure docking and safekeeping of the Vessel. Tenant assumes full responsibility to ensure that all through-hull fittings and drain plugs are properly closed before any Vessel is placed in the water by Landlord. Tenant shall be solely responsible for removing drain plugs to allow drainage when a Vessel is stored out of the water, and Tenant shall remain solely responsible to ensure that each Vessel is properly watertight before it is placed in the water. Tenant shall keep the Vessel clean and maintained.
9. Tenant agrees to pay promptly when due all sums due under or by reason of this Agreement, including but not limited to Rent, utilities, fees, taxes, charges on account, charges for fuel, ship stores, supplies and materials, any other sums owed in connection with Tenant's use of the facilities located on Marina Premises, and by reason of any damage or other claims by Landlord against Tenant or the Vessel. Tenant agrees to pay all such sums incurred whether by Tenant, the Vessel or Tenant's employees, guests, invitees, agents or authorized representatives.
 - 9.1 Rent payments must physically be received at Landlord's address on or before the date due. **Time is of the essence.** Rent payments must be made by a single check, by ACH transfer (subject to \$3 service charge), by cash, or by credit card (subject to a 3.59% service fee). Rent payments made after the date due are considered late payments ("Late Payments"). All Late Payments must be made by one of the aforementioned payment methods. If and to the extent allowed by applicable law (a) interest at the rate of 18% per month will be charged for any past due amount; (b) a \$50.00 late fee shall be added to Late Payments received after the 10th of the month. If the interest and other charges set forth in the preceding sentence are in excess of the interest and other charges allowed by applicable law, then such interest and other charges shall be automatically reduced to the maximum amount allowed by applicable law. If a check is dishonored (including without limitation checks returned as "insufficient funds" or "uncollected funds") by Tenant's financial institution, Tenant must pay Landlord a service charge equal to the lesser of (i) \$40.00, or (ii) the maximum service charge allowed by applicable law, plus any other charges and penalties assessed against Landlord or authorized by state law. If two of Tenant's checks are dishonored, Tenant must pay future Rent payments by cashier's check or ACH transfer for the duration of the Agreement. Landlord is not required to re-deposit a dishonored check. If the initial term of this Agreement commences on a day other than the first of the month, a prorated Rent and the next full month's Rent must be paid to Landlord before Tenant may bring the Vessel onto Marina Premises. Tenant must pay Landlord any sales and other taxes, which are due on Tenant's Rent and all other applicable fees or charges.
 - 9.2 Tenant may request to establish a charge account with Landlord for electricity, marine stores, fuel, other goods or services provided to Tenant by or at the expense of the Landlord. Payment in full is due yearly within thirty (30) days of the invoice date. Payments must be made by a single check, ACH transfer (subject to a \$3 service fee), by cash, or by credit card (subject to a 3.59% service fee). Payments made after the date due are considered Late Payments and are subject to the same interest and fees as Rent pursuant to Section 9.1 above.
 - 9.3 Tenant is responsible for all charges made to Tenant's house account. All house account charges must be paid in full on renewal of Slip. House accounts must also be paid in full monthly when billed alongside Utilities Charges.
10. Tenant hereby grants to Landlord a lien and security interests on the Vessel, its equipment, and any personal effects for any fees or obligations payable under this Agreement which are not paid to Landlord when due, and Landlord may pursue all legal, equitable, and admiralty remedies to perfect said lien and foreclose any other liens on the Vessel. The right of enforcement of the lien herein granted to Landlord (or available under applicable law) shall be cumulative to any and all other rights and remedies of Landlord under applicable law or under this Agreement, or in connection herewith, including but not limited to enforcement of maritime liens for dockage, salvage, supplies and/or other goods or services provided to the Vessel by Landlord under the laws of the State where the Marina Premises are located and/or Federal General Maritime law. Tenant remains personally liable to the extent enforcement of Landlord's lien rights do not satisfy all debts owed by Tenant and the Vessel under this Agreement. Tenant agrees that Landlord may retain the Vessel at Marina Premises by chains, repossession, or other means until such time as all amounts owed to Landlord by Tenant have been paid in full. AS AUTHORIZED UNDER KRS § 376.272, NONPAYMENT OF RENT, UTILITIES CHARGES, OR OTHER CHARGES OWED SHALL AUTHORIZE LANDLORD TO SELL THE VESSEL AT A NON-JUDICIAL SALE IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE MARINA PREMISES IS LOCATED, FOR WHICH TENANT AGREES TO BE NOTIFIED AT TENANT'S ADDRESS PRINTED AT THE TOP OF THE FIRST PAGE OF THIS AGREEMENT AND THAT SAID NOTIFICATION BY U.S. MAIL POSTAGE PREPAID SHALL SUFFICE AS NOTIFICATION FOR THIS PURPOSE.
11. As a material inducement to Landlord to enter into this Agreement, Tenant agrees to maintain in force a comprehensive general liability insurance policy for the Vessel during the term of this Agreement, covering hull and machinery, removal of wreck and liability to others with a minimum coverage amount of Five Hundred Thousand (500,000.00) on large boats and a minimum coverage amount of Three Hundred Thousand (300,000.00) on all small crafts, and in a form acceptable to Landlord. Tenant shall also maintain insurance, in a reasonable amount and in form acceptable to the Landlord, for, among other things, oil spill and pollution coverage and shall be held fully responsible for any and all spills. Tenant shall provide a Certificate of Insurance (Declarations Page) to Landlord naming Green River Marina as additional insured at the commencement of this Agreement and hereby authorizes Landlord to contact Tenant's insurance company as Landlord deems appropriate to ensure coverage remains in place and current and that all notices are provided to Landlord. Tenant shall further provide an updated Certificate of Insurance (or Declarations Page) any time Tenant's insurance coverage is renewed or changes while this Agreement is in effect. Failure to comply with the provisions of this Section 11 may result in termination of this Agreement among other available remedies. In the event of such termination, any payment made to the Landlord shall be forfeited and shall not be refunded.

Owner Initials:

12. Tenant shall ensure that the Vessel does not discharge pollutants into the waters in and around the Marina Premises and does not cause any environmental damage whatsoever. If Landlord observes a cause of pollutant discharge or environmental damage from any Vessel, then Landlord may, at its sole discretion, undertake efforts to stop the source of the problem by boarding the Vessel and taking actions to move or secure the Vessel to stop or control the problem. Landlord has the right, but not the obligation, to move or secure the Vessel to stop or control discharge of pollutants or environmental damage. Landlord shall be entitled to reimbursement for its expenses for any services or materials provided by or on behalf of the Landlord

in undertaking such efforts. Whether to exercise the authority afforded by this Section is solely within Landlord's discretion, and Landlord does not guarantee Tenant that Landlord will move, secure or take any action. This Section shall not waive or release Tenant's obligations for any Vessel. Section 1 and Section 2 fully apply any time action is taken by Landlord in accordance with the authority afforded by this Section.

13. Tenant acknowledges and understands that Landlord may, from time to time, take photographs, videos, and other images of the marina and related facilities, which may include Tenant, the Vessel, and Tenant's guests, family, employees, agents, and representatives. Tenant, on behalf of Tenant and Tenant's guests, family, employees, agents and representatives, consents to Landlord's and its successors and/or assigns use and reproduction of any images taken while on or about Landlord's Premises, without further consideration, compensation or notice, and hereby authorizes and permits Landlord to use the same for advertising, promotional and other purposes as Landlord deems appropriate in its sole and absolute discretion. Tenant agrees and understands Landlord will own all such images, and all rights related to them, all of which shall constitute Landlord's sole, complete and exclusive property. Landlord shall continue to have the right to use such images as and how it deems appropriate, even after this Agreement expires or is otherwise terminated.
14. In the event it becomes necessary for Landlord to incur expenses or utilize counsel to enforce any obligations owed under or referred to in this Agreement or to enforce this Agreement, including Landlord's Rules and Regulations, in any way, Tenant agrees to and shall pay Landlord's reasonable attorney's fees, court costs, and other related expenses (including, but not limited to, certified mailings, third party debt reporting or collecting, current address/skip reports, and costs incurred in association with hiring a third party boat repossession company, pursuant to Landlord's lien rights under Section 11 herein, if any Vessel departs Marina Premises with any unpaid obligations).
15. The Terms and Conditions of this Agreement, including the Port/Slip Rate or Boat Lift Rent Rate, may be unilaterally amended by Landlord at any time. Landlord's amendments to the Terms and Conditions take effect thirty (30) days, or such longer time as may be provided by Landlord, after written notice of the amendments are delivered or mailed to Tenant at the address printed on the top of the first page of this Agreement. Tenant can elect to terminate this Agreement if Landlord makes amendments to the Terms and Conditions that materially change the responsibilities and obligations of Tenant. To do so, Tenant must deliver by U.S. certified or registered mail, return receipt requested, a written notice of termination ("Termination Notice") to Landlord before the date the amendments to the Terms and Conditions take effect. If Tenant timely delivers the Termination Notice to Landlord pursuant to this Section, the Agreement will terminate on the last day of the next calendar month following the month Landlord receives the Termination Notice. For example, if Tenant delivers a Termination Notice on November 15th, the Agreement will terminate on December 31st. Amendments to the Rules and Regulations are excluded from this Section, and amendments to the Rules and Regulations do not entitle Tenant to terminate pursuant to this Section.
16. Except as stated in Section 15, Tenant does not have a right to terminate or cancel this Agreement. Landlord reserves the right to terminate this Agreement at any time with thirty (30) days written notice, for any reason, or for no stated reason, or such shorter period of time as permitted in this Agreement or the Rules and Regulations. Landlord may immediately terminate this Agreement if Tenant commits any breach hereunder or if Tenant violates any Rule or Regulation or jeopardizes, in Landlord's sole discretion, the health, safety or welfare of Landlord or any other customer, guest or other vessel. To terminate this Agreement, Landlord must deliver, via U.S. postage prepaid to Tenant at the address printed on the top of the first page of this Agreement, a written notice of termination ("Landlord's Termination Notice") of this Agreement. If Landlord terminates this Agreement pursuant to this Section, Tenant remains responsible for all sums due to Landlord under this Agreement, with Rent prorated based on the termination date or the date the Vessel is removed from the Marina Premises, whichever is later. If Tenant has not removed the Vessel(s) on or before the date set forth in the Landlord's Termination Notice, Landlord may increase the Rent to the daily transient rent then applicable. Landlord may, but shall not be required to, cause the Vessel(s) to be moved and to be moored or stored in the name of the Tenant at any other place at the sole discretion of Landlord, and Tenant shall pay (or reimburse to Landlord, as applicable) all fees, costs and charges in connection therewith. **Section 1 and Section 2 shall fully apply any time action is taken by Landlord in accordance with the authority afforded by this Section. Tenant further agrees that Section 1 and Section 2 shall continue in effect and inure to the benefit of persons or entities who have removed and stored the Vessel after removal from Marina Premises.**
 - 16.1 Automatic Renewal: Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew at the published rate increases and continue on for successive, additional periods of the same length as the initial term (each, a "Renewal Term") unless Tenant notifies Landlord, in writing, at least sixty (60) days prior to the expiration of the then-current term of this Agreement that Tenant does not want to renew this Agreement. The rental year is April 1st through March 31st or October 1st through September 30th. The last notification date of non-renewal is therefore February 1st or August 1st of each year. Notification may be done by email as long as confirmation is received from Landlord as evidenced by a reply email.
17. Landlord assumes no responsibility for and shall not be liable for the care, protection and security of the Vessel. Use of the Port/Slip and boat lift or any associated marina facilities is at the sole risk of Tenant. Tenant acknowledges and agrees that Landlord shall not be liable to Tenant by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Vessel, whether on land or by water. All risk of loss remains with Tenant.
18. In the event Tenant remains in occupancy of a slip or rack beyond the expiration or earlier termination or cancellation of this Agreement, Tenant shall be liable to Landlord as damages, in addition to all other charges due under this Agreement, a daily charge equal to two (2) times the Port/Slip Rate and Lift Rate, if applicable, payable to Landlord pursuant to the then current rate schedule.
19. Tenant accepts the port and/or slip (and, if applicable, the boat lift) that is subject to this Agreement for the term in its "AS IS, WHERE IS, WITH ALL FAULTS" condition as of the execution date with no obligation of Landlord to construct or install or pay for any improvements in or to the port and/or slip and boat lift. Further, Tenant acknowledges that Landlord will not have any obligation or liability if Tenant is precluded from use or enjoyment of the port and/or slip (and, if applicable, the boat lift) that is the subject of this Agreement, the Vessel, or the Marina Premises for reasons beyond the control of Landlord, including specifically, without limitation, by reason of weather conditions, utility interruptions, fire, flood, strikes, war, and governmental actions. Tenant acknowledges and agrees that neither Landlord nor Landlord's employees, agents or representatives have made any representations, warranties or promises with respect to the port and/or slip or boat lift that is the subject of this Agreement, the Marina Premises, or any related matter, except as expressly set forth in this Agreement (including the exhibits attached hereto). In entering into this Agreement, Tenant has not relied upon any representation, warranty or promise made by Landlord or Landlord's employees, agents or representatives but has relied upon Tenant's own judgment. This Agreement constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof. This Agreement cannot be amended or modified except by written agreement, signed by Landlord before or during the term of this Agreement, which writing specifically states that it is an amendment or modification hereto.
20. This Agreement creates a license and is not a lease or other agreement relating to real property. Tenant may not transfer, sell, assign, or sublicense Tenant's interest in this Agreement; Landlord may transfer, sell, or assign its interest in this Agreement in its sole discretion. In consideration of the

execution of this Agreement by Landlord, Tenant accepts this Agreement subject to any deeds or conveyances and any deeds of trust, master leases, security interests or mortgages and all renewals, modifications, extensions, consolidations and replacements of the foregoing which might now or hereafter constitute a lien upon Marina Premises, or improvements therein or thereon, and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of Marina Premises. Although no instruments or acts on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall nevertheless, for purposes of confirmation at any time hereafter, on demand in the form(s) prescribed by the Landlord, execute any instruments, estoppels certificates, release or other documents that may be requested or required by any purchaser or any holder of any security for the purpose of subjecting and subordinating this Agreement to such deed or conveyance or to the lien of any such deed of trust, master lease, security interest, mortgage, or superior interest. Tenant hereby appoints Landlord as its attorney-in-fact to execute and deliver any such instrument or document for Tenant should Tenant fail or refuse to do so. Tenant expressly agrees Tenant has no right to revoke its appointment of Landlord as attorney-in-fact as specified in this Section. If the Marina Premises or the associated marina (or any part thereof) is subject to a ground lease, submerged lands lease or similar document (a "Ground Lease"), this Agreement shall be subject and subordinate to the Ground Lease. It shall be the sole responsibility of Tenant to conduct its activities in a manner that complies with the terms of the Ground Lease, and Tenant shall not cause any default to occur under the Ground Lease. In the event that the lessor under the Ground Lease alleges or determines that execution of this Agreement, or any right granted to Tenant under this Agreement, or any act or omission of Tenant, is in conflict with the provisions of the Ground Lease, then Landlord shall have the right to terminate this Agreement immediately upon written notice to Tenant. Landlord shall not be required to perform any obligations of the ground lessor under the Ground Lease, and the Landlord shall not be in default hereunder and shall have no liability to Tenant in connection with any default by the ground lessor under the Ground Lease.

21. No "For Sale" signs, or similar, are to be displayed on or around the slips, docks, decks or dock support or elsewhere on the Marina Premises. Personal "For Sale by Owner" signs may only be displayed on Vessels if smaller than 18" X 24". Landlord owns and operates a company called Lakeside Boat Sales. Lakeside Boat Sales would appreciate your patronage but it is not required. To the extent such requirement is permitted by applicable law, other brokerage company signs are permitted to be posted in the Vessel only if the other broker company is located at a Green River Lake marina and a reciprocal agreement is in place with Lakeside Boat Sales. Please contact Green River Marina in order to determine if a reciprocal agreement is in place. The business of selling boats for a profit is not permitted on the Marina Premises. If you sell your boat you and the new owner must come to the marina store and inform the office staff of the sale and any changes to the slip ownership. The new owner must inform the office of intent to stay in the slip or remove the boat from the premises. If the new owner does not inform us of intent to stay or go within seven (7) days of the sale it will be assumed that the new owner is not staying in the slip. This will result in a \$50/night charge to the new owner of the slip for any days that the boat remains in the slip. This will also prompt the marina office to begin calling customers on our waitlist in order to fill the slip. Green River Marina reserves the right to either remove vessels of unknown ownership from the premises in order to make room for new customers or to chain unknown vessels to the dock until outstanding bills are paid.
22. If Tenant is assigned a wet slip, Tenant affirms that, prior to signing this Agreement, Tenant has a hurricane and/or tornado plan that includes a secure location, outside Marina Premises, where Tenant will move the Vessel in the case of a hurricane or tornado. If, during any hurricane or tornado, a Vessel is not removed and the Vessel causes property damage to Marina Premises or other vessels, Tenant shall be held responsible and liable for same. In the event that Landlord elects to move or secure Tenant's Vessel(s) (it being agreed that Landlord shall have no obligation to do so), Section 1 and Section 2 shall fully apply and shall inure to the benefit Landlord as well as persons or entities assisting Landlord in moving or securing Tenant's Vessel(s).
23. Required Equipment. The Vessel shall have aboard, at all times during the Term of this Agreement, and in accordance with KRS 235.200, the following items:
 - 1) Personal floatation devices of the type and quantity as prescribed by the United States Coast Guard;
 - 2) When in operation during times of darkness, or during times of poor visibility, such lights as prescribed by administrative regulations of the Department of Fish and Wildlife Resources;
 - 3) If carrying or using any inflammable or toxic fluid in any enclosure for any purposes, and if not an entirely open motorboat, an efficient natural or mechanical ventilation system which shall be capable of removing resulting gases prior to and during the time such motorboat is occupied by any person;
 - 4) Such additional equipment designed to promote the safety of navigation and of persons as the Department of Fish and Wildlife Resources may find to be appropriate and for which it has provided in its administrative regulations;
 - 5) If such motorboat is equipped with toilet facilities, a storage container of size and construction sufficient to protect and preserve the waters of Kentucky from pollution. The storage container shall conform to the construction, performance, and utilization criteria as established pursuant to KRS 235.410 to 235.470;
 - 6) The certificate number

If, at any time during the Term of this Agreement, the Vessel is not equipped with the above items, the Vessel shall not be permitted to depart from Marina Premises. Tenant acknowledges and understands that Tenant, and not Landlord, is in the best position to determine whether the above aboard items are aboard the Vessel as required under KRS 235.200, 301 KAR 6:020, and related regulations, and agrees to immediately notify Landlord prior to any departure from Marina Premises if any of said items are not aboard the Vessel.

DO NOT SIGN UNTIL YOU HAVE READ THIS ENTIRE AGREEMENT (INCLUDING EXHIBITS) AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, OWNER EXPRESSLY AGREES TO ABIDE BY ALL OF ITS TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF RENT.

PRINT NAME: _____

OWNER SIGNATURE: _____

DATE SIGNED: _____

OWNER INTERESTED PARTY: _____

INTERESTED PARTY SIGNATURE: _____

DATE SIGNED: _____

GREEN RIVER MARINA REPRESENTATIVE: _____

GREEN RIVER MARINA REPRESENTATIVE SIGNATURE: _____

DATE SIGNED: _____

EXHIBIT A

RULES AND REGULATIONS

1. Swimming and any and all in-water sports activities are prohibited in the harbor and/or no-wake zones.

Initial _____

2. Tenant shall not refill his/her/its fuel tanks while Vessel is in any slip. Refueling shall only occur at the fuel dock. Gasoline, motor boat fuel or other flammable liquids are not permitted to be transferred from shore on to docks or vessels unless done so by employees or agents of the Company.

Initial _____

3. The discharging of firearms in the Marina Premises is not permitted.

4. Absolutely no fireworks of any kind shall be used (discharged) in the Marina Premises. Use of fireworks by Tenant, Tenant's guest or assigns could result in immediate removal of Tenant's property from Marina Premises.

5. Tenant and their guests agree to conduct themselves in a manner that will not interfere with other tenants or the normal business operation of the marina. Consideration must be given to others as to language, music, actions, and noise, especially between the hours of 12:00 AM and 8:00 AM. Failure to comply with requests from dock personnel to lower or turn off music is grounds for termination of the lease with no refund of amounts paid. Tenants and their Authorized User(s), guests and/or family members must follow all rules and regulations as established by the marina, which may from time to time be amended in the sole discretion of the Landlord without prior notice. All persons causing injury or damage to other persons, docks or other boats shall be liable therefore, and violations of the Rules and Regulations, disorder or indecorous conduct by a Tenant, patron, his crew or guests is cause for immediate removal of the person from the premises.

Initial _____

6. Live-aboards are not permitted, it being agreed that no person shall use the Vessel as a place of residence.

7. Tenant shall keep vessels clean and maintained. Failure to maintain the vessel may result in termination of the lease and no refund of rents paid unless the slip is re-rented during the contract period.

8. Tenant shall use the Slip only to moor the Vessel and for no other purpose. Tenant is obligated to supply his/her/its own mooring lines of proper size and condition to safely secure the Vessel. If such lines do not meet Landlord's specifications or fail for any reason, Landlord reserves the right, but not the obligation, to replace inadequate lines at Tenant's sole expense and/or take any other action reasonably deemed necessary in the sole discretion of the Landlord and at the Tenant's sole expense. Any and all damages associated with Landlord's attempt to replace inadequate lines shall be the sole responsibility of the Tenant. Houseboats shall have a minimum of six (6) ropes (three on each side of the Vessel) and shall be of sufficient size and condition for safe moorage of the vessel.

9. The Fire Marshall requires that all fingers be kept clear so that anyone may walk to the end of the pier. Tenant shall not store any supplies, equipment, bicycles, dinghies or personal effects and/or the like on walkways or docks, or construct any structure, install lockers, stairs, mount any equipment, stereo equipment, TV antennas and/or install decks or carpet on any dock or finger pier without prior written permission from the Landlord's General Manager. Refrigerators, cabinets and other additions cannot be higher than 36". Any decks installed (if approved to be constructed in advance by Landlord in writing) must be constructed by Landlord. The design of any approved decks must be approved by Landlord and the deck must float and be easily removed intact if necessary. All dock additions shall be maintained by Tenant for the duration of this Agreement and any further extensions. The Landlord will take possession of the extension and maintenance of such section at the time of Termination of this agreement. Please contact the Landlord to coordinate deck extensions. Unauthorized items may be removed and disposed of at Landlord's sole expense and in the sole discretion of the Landlord without notice to the Tenant. Tenant shall indemnify and hold Landlord harmless for any and all damages.
10. All dock boxes shall be situated so as to not block more than 1/2 of the finger. No boxes or storage compartments shall be located on the main walkway.
11. Refuse and garbage must be placed in plastic bags with ties and deposited in the Garbage Truck on the hill in the parking lot. Cleaning of fish on walks or docks is not permitted. No person shall pour oil, paint, flammable substances or pump oily bilges in harbor or Slip space. EPA law prohibits oil, paint, and like substance from being disposed of with household waste. It is the Tenant's responsibility to see that all oil, paint, toxic materials and lie substances are properly disposed of. When doing repairs on Vessel do not put old materials such as carpet, plywood lumber or furniture in the Trash Truck. Compactors can be damaged and the Tenant will be responsible for repairs. Materials from renovations and repairs must be disposed of in the dumpster on the hill in the parking lot, any project which requires the use of the dumpster may be charged a Disposal Fee of up to \$250.00.
12. Tenant agrees not to idle the Vessel in gear while tied at the dock.
13. A fresh water spigot may be provided at Slip. If provided, Tenant must supply his/her/its own hose and automatic shut off nozzle. Water should be turned off when the vessel is unattended. A broken fresh water line is the most frequent cause of sinking of vessels. Tenant agrees not to waste water. Hoses shall not be run across docks. Winter water outlets are spaced throughout the marina. These are for temporary use only for filling Vessel's tanks. They cannot be left connected to pressurize the Vessel's water system. Marina personnel will turn off any hoses that are leaking and wasting water. Landlord may shut off the water supply at any time in its sole discretion. Landlord may specifically shut off water supply to prevent damage or for any other emergency situation, and for so long as any such situation continues to exist in the Landlord's sole discretion, without notice to Tenant and without penalty. Tenant shall indemnify and hold Landlord harmless for any and all damages.
14. Pets are permitted on Marina Premises only if they are enclosed or leashed and do not disturb marina customers. Pets shall be toileted on the adjacent area to the marina, away from the public traffic or use areas. Tenant is responsible for cleaning up droppings. The willful and deliberate act of toileting pets on the docks may result in immediate termination of the lease and all rents paid or due will be forfeited. Failure to clean up after your pets will result in a \$25.00 per violation fine.
15. Gas grills are allowed on vessels or in the Tenant's rented space. Grills may not be left unattended. Tenant is responsible for any damage caused by the grill. Charcoal grills are not permitted on the dock or allowed to be used on the Vessel while in the Marina Premises.
16. The use of portable heaters is not permitted aboard any Vessel. Only those fixed heaters originally installed on vessels, as furnished from the original Vessel's manufacturer, or certified boat safe heaters are permitted.
17. Restrooms and associated marina facilities may be locked to limit the use of facilities to Landlord's customers and their guests only. Restroom keys will be limited to two keys per agreement, no exceptions. Extra Restroom keys may be obtained from Landlord for a reasonable charge. There will be a reasonable charge for replacement of any lost keys.
18. Upon vacating a slip at the end of the season or during an extended cruise, Tenant shall be responsible for informing Landlord of departure and return date, the removal of all lines and dockbox contents. In the event the Tenant fails to remove these items, Landlord, in its sole discretion and without penalty may remove the items at the Tenant's sole expense. Landlord shall not be responsible for any damage or injury caused as a result of the move. Tenant shall indemnify and hold Landlord harmless for any and all damages.
19. IT IS ILLEGAL TO DISCHARGE THE CONTENTS OF THE HEADS aboard your Vessel while in the harbor. Landlord may provide a sewage pump-out facility, located at the fuel dock and/or an in-slip service by a pumpout boat for your use at a nominal charge (\$75). Tenant shall keep restroom facilities clean and report any malfunctions to Landlord's General Manager.
20. Landlord insurance regulations prohibit customers in and around the shop and/or around the travel lift, from using among other things, Landlord tools and/or equipment and/or painting of Vessel bottoms.
21. The Tenant is responsible for preparing the Vessel for launch and storage. Landlord shall not be responsible for removal or reinsertion of drain plug(s), if any, removal and replacement of awnings, bimini tops, side curtains, covers, or canvas, if any lowering or raising of antennas, if any, or any other matters required for a particular vessel. Landlord is not responsible for taking any action to prepare the Vessel in any way. Tenant shall hold Landlord harmless and indemnify it for any and all damages.
22. No persons other than those approved contractors are permitted on Vessel while it is in dry dock.
23. Landlord may refuse to launch and/or haul Tenant's Vessel where (1) launch and/or haul involves unreasonable risk, in the Landlord's sole discretion, or (2) launch and/or retrieval conflicts with any federal, state, or county law, regulation, or order, or (3) the Tenant's account is delinquent, or this Agreement is terminated for any reason. Tenant shall hold Landlord harmless and indemnify it for any and all damages.
24. No sharing of slips whatsoever.

25. Vessels cannot extend past the end of the finger. Exceptions may be made by Landlord or Landlord's management
26. No hydro-ports or lifts can be installed at the ends of the fingers.
27. Guests are not allowed to park vessels in the common areas of the dock for extended periods of time.
28. No electrical work may be done (on the boat or slip) except if performed by a licensed electrician and if approved in writing by the Landlord in advance. The wiring of boats is different than wiring of homes and a lack of understanding of these differences can cause an electrocution hazard. Tenant is responsible for any liability and/or damages caused as a result of electricity entering the water from their vessel. Electrical work on decks in Tenant's slips or any modification of the Marina Premises' electrical system must have the written approval of the Landlord, be performed by a certified electrician and be inspected by the State with a certificate provided to the Landlord.
29. Automotive battery chargers are not permitted to be used on any Vessel. Only marine battery chargers are permitted. Many automotive chargers have the neutral and ground tied together within the charger. This can cause an electrocution hazard in the water if plugged in to the boat.
30. All electrical fixtures must be certified for outdoor use. Any outdoor lighting must be rated for wet area use (no Christmas type decorative lights).
31. Electrical lines may not be run across docks and extension cords may not be used as permanent wiring (for example, if an extension cord is used with a light, it must be put away after use).
32. No clothing lines are permitted in the slip area.
33. Boat covers shall be made to fit the Vessel. Tarps are not allowed.
34. Wake of boats in the marina area must not cause damage or discomfort to berthed boats or their occupants.
35. Steel hulled houseboats are not permitted without written consent of the Landlord. Members who have been here previous to this contract version may be grandfathered in and remain in their current location. If a steel-hull houseboat is sold the new owner would not be grandfathered into the marina and would not be permitted to remain on the docks.
36. Power tools such as grinders, sanders, torches, welders and flammable or toxic paint or varnish removers may not be used in the Marina Premises.
37. Landlord allows the use of golf carts on the docks for the transportation of guests. Golf carts owners are required to pay a yearly fee (\$500.00 single tenant, \$300.00, multi-tenant) and to collect their permit. Permits will be issued from the office upon payment of the permit fee and inspection of the golf cart.
38. Children under 16 may not drive golf carts on the main dock. If traveling to the ships store, golf carts must be parked near the restrooms near entrance to the main dock. Golf carts must slow to walking speed when passing pedestrians. Bikes, roller skates/blades, scooters, skateboards, etc. are not allowed to be ridden on Marina Premises. You may bring these on the docks but they must be walked or carried while on Marina Premises.
39. No advertising or soliciting. Slips are rented for purposes of docking boats for recreational purposes only. Tenant shall not conduct any business on the dock or the marina as this is strictly prohibited. Buying and selling boats for profit is strictly prohibited as is any activity that competes with the Landlord and/or Lakeside Boat Sales, an affiliate of Landlord. Soliciting visitors walking the docks and shopping for boats is considered competition with Lakeside Boat Sales and is strictly prohibited. The dock and marina property, including all storage areas, docks, piers, walkways, slips or shoreline and adjacent waters and lands, shall NEVER be used by the Tenant, Tenant's guests or invitees for taking or discharging passengers for hire. Renting of boats or the slip is strictly prohibited.

By signing below Tenant acknowledges receiving these Rules and Regulations and agrees to abide by them. The first violation of the Rules and Regulations will result in a written warning. A second violation is grounds for termination of the Agreement at the discretion of the Landlord. There will be no refunds of amounts paid. Any actions that endanger people and property are grounds for immediate termination of the Agreement with no refunds.

Tenant Signature _____

Date: _____

Exhibit B

Acceptable Internet Use Policies (GRM Residents – Free Network)

Acceptable Use Policies (“AUPs”) for –RefleXifi Communications- (“–RefleXifi Communications-”) may modify the policies of this document and the SERVICE AGREEMENT at any time. –RefleXifi Communications- Acceptable Use Policies (AUPs) are in direct compliance with our ISP partner(s) Acceptable Use Policies. –RefleXifi Communications- is not responsible for any such content or material. It is agreed that use of the SERVICE is at your own risk.

These Acceptable Use Policies are intended to provide protection for our CUSTOMERS and the Internet community, while also allowing –RefleXifi Communications- to fairly share its network to all CUSTOMERS.

The CUSTOMER accepts all risk and liability of any use of the internet through your account. **The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and should not be used as, your primary or “lifeline” and/or emergency telecommunications Service.**

Illegal Activity: Use of the SERVICE for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order, ordinance, rule or regulation, or to engage in tortious conduct, is a violation of this AUP. You may not use the SERVICE to harm, attempt to harm, harass, threaten, or intimidate a minor, adult, or anything, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography, animal cruelty, obscene material or material that infringes on the copyright and/or the rights of anyone or anything. –RefleXifi communications- may immediately disconnect SERVICE, cancel the SERVICE AGREEMENT, and close the account if the CUSTOMER violates this AUP, without prior notice.

Inappropriate Content: The CUSTOMER is solely responsible for any and all information that is accessed through the use of the SERVICE. If Minors will have access to the SERVICE we recommend an Internet Content Filter and/or Parental Controls; and as a recommendation, –RefleXifi Communications- is not responsible if the CUSTOMER chooses not to filter SERVICE content for a minor/child. See also Illegal Activity section. **–RefleXifi Communications- is not responsible for content downloaded from or uploaded to the internet!** Our AUPs and SERVICE AGREEMENT is intended to provide protection for our CUSTOMERS and the internet community, however we have no control over what you click on and/or save on your computer, with or without your knowledge (i.e. viruses, worms, spyware, cookies, tracking software, etc) while “surfing” the Internet. **Bit torrent data is strictly prohibited on the –RefleXifi Communications- network.**

Security: CUSTOMER is solely responsible for the security of their computer, equipment, and any misuse of those and the Internet Service, even if a guest or other individual(s), who have access to the CUSTOMER’s system or network, committed the inappropriate activity. Therefore, the CUSTOMER must take steps to ensure that others do not gain unauthorized internet access. The SERVICE may not be used to breach the security of another Internet user or to attempt to gain access to any other person’s or entity’s computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. CUSTOMER may utilize scanners, sniffers and any other such security analysis tools to maintain CUSTOMER’s own network as long as CUSTOMER only uses such tools with respect to CUSTOMER’s own network. –RefleXifi Communications- does not under any circumstance allow CUSTOMER or unauthorized individuals to scan, probe, or use security analysis tools against the –RefleXifi Communications- network or the networks of our SERVICE partner(s) and other CUSTOMERS; use of or distribution of tools designed for compromising security of noncustomer networks, such as password guessing programs, cracking tools, packet sniffers, port scans, or network probing tools, is prohibited.

CUSTOMER may not willfully or knowingly disrupt the SERVICE or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading the SERVICE, improper seizing and abuse of operator privileges and attempts to “crash” a host. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, is also prohibited. The CUSTOMER is solely responsible for the security of any device CUSTOMER chooses to connect to the SERVICE, including any data stored on that device. –RefleXifi Communications- shall not be liable for loss of data. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. –RefleXifi Communications- is not responsible or liable for any errors, delays, or interruptions.

If SERVICE Provider detects that CUSTOMER’s equipment or CUSTOMER’s Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the –RefleXifi Communications- network, the SERVICE provided to other CUSTOMERS, or otherwise compromises the integrity or the operation of the –RefleXifi Communications- network, **–RefleXifi Communications- MAY IMMEDIATELY SUSPEND SERVICE AND RESERVES THE RIGHT TO ACT IMMEDIATELY AND WITHOUT PRIOR NOTICE OF SUSPENSION.** In the event of a conflict between the SERVICE AGREEMENT and this AUP, the terms of this AUP will govern. –RefleXifi Communications- does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any SERVICE, opinion, advice, communication, information or any other content made available through the Internet, accessed via the –RefleXifi Communications- network.

Use of SERVICE at your own risk: The CUSTOMER is solely responsible for the content of communications on the Internet. The SERVICE provided by –RefleXifi Communications- is “as is” and at your own risk. –RefleXifi Communications- is not responsible for the accuracy of information obtained through the SERVICE. The CUSTOMER understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

–RefleXifi Communications- is not responsible or liable for the actions of its’ CUSTOMERS which may directly or indirectly result in the termination of any and all SERVICE of the entire wireless network provided by –RefleXifi Communications-.

CUSTOMER agrees to indemnify, defend and hold harmless –RefleXifi Communications- and its’ contractor(s) against any and all claims and expenses (including reasonable attorney fees) resulting from the CUSTOMER engaging in any of the prohibited activities listed in this AUP, Terms and Conditions, or resulting from the violation of the AUPs, Terms and Conditions, and/or of any other policy related to the SERVICE, which includes any judicial or legislative Kentucky or federal law, or that of any Sovereign Nation. Your indemnification will survive any termination of the SERVICE AGREEMENT.

It is the sole responsibility of the CUSTOMER to ensure that any computer or device connected to the –RefleXifi Communications- network be secure and be virus/spyware free at all times. Therefore, your spyware and antivirus must be the latest versions and both be spyware and antivirus must be active on your PC computer for proper protection and compliance.

MAC/Apple users must install the latest software updates which are sent automatically to your computer. If you do not have the automatic MAC update function activated on your computer you must do so to be in compliance.

-RefleXifi Communications- BLOCKS OUTBOUND EMAIL ON SMTP PORT 25

Wi-Fi: Customer's Wi-Fi Network must be secured with at least a WPA standard encryption.

Spamming/Unsolicited Bulk Mail: Sending unsolicited mail messages, including, without limitation, commercial advertising and informational email is spamming and is prohibited. CUSTOMER may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum, or are off topic according to the charter or other owner-published FAQ or description of the group or list; send unsolicited mass emailings, send or forward chain letters; use of the SERVICE as a maildrop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers. Our ISP partner(s) uses several spam reporting web sites including, but not limited to, SpamHaus and SORBS, and these web sites may change from time to time. Listing on one or more of these web sites, or any other spam reporting web site of the CUSTOMER's name, including fictitious names (dba or aliases); one of CUSTOMER's employees in connection with the use of the CUSTOMER's SERVICE, or an alias of such employee(s).

CUSTOMERS shall not engage in mass mailings!

Definition of Mass Mailing: "Opt in" Mailings are to more than 50 users by either –RefleXifi Communications- CUSTOMERS or their 3rd party partner to any group of end users. "Opt in" means that the end user has signed up for mailings voluntarily. "Opt in" implies that the mailing is not SPAM and a recipient knowingly and willingly requested to receive information via electronic distribution from the originating domain name or business referenced within the content of the email. Reminder: SPAM is defined as "unsolicited" bulk email that includes advertisements or solicitations, commercial or otherwise, regardless of content." Without exception, -RefleXifi Communications- prohibits the practice of mass mailing unwanted email solicitations of any type, regardless of content, and will take action to prevent this practice. Email distribution lists that are purchased from a 3rd party and are represented as "opt in" clean lists are not exempt from this AUP and will be treated as SPAM.

Harvesting/Spidering/Spyware: The collection of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity or use of a list obtained by such means is not allowed.

Newsgroups: Messages posted in newsgroups must comply with the written charters or FAQs for those newsgroups. The CUSTOMER is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross posting the same or substantially similar messages to more than eight (8) newsgroups is prohibited.

Internet Relay Chat: -RefleXifi Communications- SERVICE may not be used to participate in "chat" discussions. The SERVICE may not be used to perform chat "flooding." Any single computer or other device connected through the wireless network may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The SERVICES may not be used to access any chat server in violation of the acceptable use policy of that server.

Instant Messages: Users are responsible for the content of their instant messages and the consequences of any instant messages. –RefleXifi Communications- assumes no responsibility for the timeliness, misdelivery, deletion or failure to store instant messages.

Transmission Speed: -RefleXifi Communications- will not be liable for loss of data. SERVICE speeds may vary with the number of users on the wireless network. Management needs may require –RefleXifi Communications- to modify upstream/downstream speeds.

Resell or Redistribute of Services: CUSTOMER will not resell or redistribute the SERVICE or otherwise make available to anyone outside the SERVICE AGREEMENT the ability to use the SERVICE (i.e. Wi-Fi or other methods of networking). CUSTOMER agrees not to use the SERVICE for operation as an Internet Service Provider (i.e. hosting a web site or email server).

Prohibited Services: Any email, Web hosting, file sharing, and proxy services and servers that perpetuate, or in any way participate, in any pyramid or other illegal soliciting scheme. **Anything that uses an ongoing, constant use of bandwidth** (such as home video surveillance, music and video file sharing programs) is prohibited.

Privacy: -RefleXifi Communications- is a private wireless network and the location of our sites and specific of our operations are proprietary. The sharing of this information with others is a violation of your agreement with –RefleXifi Communications-, and violates our agreements between relay sites.

Warranties and Limitations of Liability: CUSTOMER acknowledges and agrees that the SERVICE supplied is provided on an "as is" or "as available" basis. The use of –RefleXifi Communications- technical support is at your own risk and is not warranted. –RefleXifi Communications- does not warrant or guarantee that SERVICE can be provided to your location indefinitely or without interruption. –RefleXifi Communications- ISP partner(s) and its contractor(s). The quality of voice over IP (VOIP) services is not guaranteed on the –RefleXifi Communications- wireless network at this time.

Service Disruption: -RefleXifi Communications- does not guarantee uninterrupted SERVICE. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults, or acts of God, -RefleXifi Communications-equipment malfunction or any other natural disaster(s) (including weather). –RefleXifi Communications- does not guarantee any loss of SERVICE time, transmission errors, connectivity or quality of service.

Consequences of Violation of Acceptable Use Policy: When –RefleXifi Communications- becomes aware of an alleged violation of its AUP, -RefleXifi Communications- and/or its ISP partner(s) may initiate an investigation. For violations of this AUP, we may, suspend or terminate CUSTOMERS SERVICE, close CUSTOMERS account, and/or pursue other civil remedies. Although –RefleXifi Communications- has no obligation to monitor CUSTOMERS SERVICE provide and/or the network, -RefleXifi Communications- and its partner(s) reserve the right to monitor bandwidth, usage, and content from time to time to operate our SERVICE; to identify violations of this AUP; and/or to protect the wireless network and –RefleXifi Communications- CUSTOMERS. If RefleXifi Communications- believes this AUP has been violated, -RefleXifi Communications- or its partner(s) may take any responsive actions, as they deem appropriate, without prior notice. The failure of –RefleXifi Communications- or its partner(s) to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

This AUP is not intended to infringe on anyone’s civil rights or freedom of speech but promote safe Internet protocols and maintain the Federal Communication Commission standards. –RefleXifi Communications- is a private wireless network. We have the right to refuse service to anyone.

ATTENTION!! NOT reading this document and/or amendments does not limit your liability regarding your actions or the actions of your guests/family, in regards to the use of the SERVICE and/or compliance with the AUP’s Terms and Conditions or Service Agreement.

Initial _____

Initials here indicate you acknowledge and agree to the above two paragraphs.

By Signing this document I agree and fully understand everything in this document.

PRINT NAME: _____

CUSTOMER SIGNATURE: _____

Date: _____