

**RULES AND REGULATIONS**

**WATER THERAPY, INC.**

I / WE \_\_\_\_\_ BEING AN OWNER OF  
AN INTEREST IN Water Therapy, Inc. HEREBY AGREE TO AND  
ACKNOWLEDGE THE FOLLOWING RULES & REGULATIONS:

1. That the Maintenance Fee for each year will be determined by the Water Therapy, Inc. General Manager annually and communicated to the membership on or before the annual members meeting in December. The Annual Maintenance Fee will be for each 100 Shares, and payment shall be made to the General Manager or his designee no later than January 31st of each year, or if Ownership Interest is acquired after January 31st for a given year, any Maintenance Fee must be paid at the time of purchase. Any Special Assessment must be paid at the time of billing. The General Manager or duly elected governing body reserves the right to file a lien against the Owners Interest and/or revoke the use of the vessel for any non-paid Assessment or Maintenance Fee. The Annual Maintenance Fee may be increased or decreased. Failure to pay any Maintenance Fee or Assessment by February 15th of any year will result in revocation of privileges and possible termination of interest.
2. That I will receive a CHECKLIST when boarding, and review this checklist with the Authorized Maintenance Person ON-SITE as to the condition of the boat. Furthermore, I agree to identify all necessary repairs on my checklist and review said repairs with the Authorized Maintenance Person when boarding, I will also receive a SECOND CHECKLIST at the time of disembarking, and will have this checklist signed off and accepted by the Authorized Maintenance Person as to the condition of the boat, as well as any routine maintenance or repairs that may be needed. Any damage, lost items or breakage will be reported on the Check On / Check Off Checklist. Any damage, lost items or breakage not reported on the previous owners Check Off list but listed on the next parties Check On list will be deemed to be the responsibility of the previous party.
3. That the usage will commence on Thursday (day of week) at 7:00 AM (time of day) and that the boat is to be returned no later than 10:00 AM (time of day) on Wednesday (day of week). I also understand that the boat must be turned over to the Authorized Maintenance Person at the Antelope Point courtesy dock no later than the above mentioned time and that if the boat is late, I will be charged \$500.00 for every half-hour it is late.

4. That I will complete the following PRIOR to 10:00 AM (BEFORE turning the boat over to the Authorized Maintenance Person at the Antelope Point courtesy dock on the last day of my scheduled trip:

a.) REMOVAL of all personal items, food items and any trash associated with my trip, unless I have made arrangements with the Authorized Maintenance Person to off-load and/or on-load at the Maintenance Yard. That I will unload all trash associated with my trip in the containers at the courtesy dock.

b.) I understand that it is MANDATORY that the Authorized Maintenance Company:

- 1.) Pump waste tanks
- 2.) Fill all gas tanks
- 3.) Fill all propane tanks
- 4.) Fill fresh water tanks
- 5.) Cleaning as necessary
- 6.) Supply toilet paper, chemicals, vacuum bags, trash bags, and garbage bags
- 7.) Launch and Retrieve or Slip the boat
- 8.) Check each owner on and off the boat

I understand that I will refer to the maintenance company's (or current service company) price schedule for the above stated services and supplies.

5. That the boat WILL NOT LEAVE dry dock or slip before any and all necessary and/or routine REPAIRS ARE COMPLETED, and that the Authorized Maintenance person will have final determination as to when said repairs are complete AND that my departure time may be extended due to weather, extensive repair needs, etc.

6. That I will pay the FULL COST of REPAIRS - including transportation, not covered by insurance, if there is any damage or loss to the boat or its contents while I have control and using said boat. The General Managers determination on such matters will be final. That I am required to leave a valid CREDIT CARD number with the Authorized Maintenance Person prior to boarding the boat. The stated credit card will be used for repairs and/or transport costs that are not covered by insurance, fuel, and any optional services that I order. Furthermore, that the regular/scheduled maintenance requirements of the boat will be paid from the Annual Maintenance Fees.

7. That a reserve account has been established for the rebuilding or replacement of the drive engines, outdrives, and generator at such time as that may be needed and is contributed to by each owner. At the time the "Check-On" takes place, a reading of the engine hour meters for the port and starboard drive engines, and the generator will take place. At the time "Check-Off" takes place, another reading of the identified hour meters will take place. There will be a charge of \$2.00 per hour that each and every hour each

engine was utilized during the trip. This fee will be billed separately and must be paid with the following year's maintenance fees, or will result in the owner being in default. Said fund is established to repair/replace of said engine(s), outdrive(s), or generator at the end of its useful life. All monies deposited into the reserve account shall be retained in that account for the above use, and will not be returned to the owner at time of sale, but will be carried forward to the new owner.

8. That an OWNER OF RECORD that has applied and is accepted by the insurance company will be on the boat AT ALL TIMES when the boat is not anchored or moored.

9. That I will NOT ALLOW PETS OR SMOKING inside the cabin, near fuel tanks, or on rear deck.

10. That I will not use flammable liquids or solvents on or near carpeted areas of the boat.

11. That I will inspect all anchorage areas for rock and hazards before beaching the boat and that I will anchor the boat in a free floating or on a **SAND BEACH** only (**NO HARD ROCK OR SAND STONE ANCHORAGE**). That when beaching I will do so at a dead slow speed.

**ANY DAMAGE TO THE HULL OF THE BOAT WHILE OWNER IS IN CONTROL WILL BE THAT OWNERS RESPONSIBILITY AND THAT OWNER SHALL PAY FOR ALL DAMAGES.**

12. That I will not attempt to make any repairs to the boat that must be made by Authorized Repair Persons ONLY. And that, should the Authorized Maintenance Persons not be available, I will not have any repairs performed prior to having said repairs approved by the Management via telephone by an Authorized Person.

13. That UNDER NO CIRCUMSTANCES will I allow the boat to be RENTED or otherwise utilized by any person who is not an OWNER OF RECORD, and should I determine that the boat is being rented or otherwise utilized by any person that is not an Owner, I will notify the General Manager or a member of the Water Therapy Management Group immediately.

14. That if I am unable to use my determined trip on the boat, I will use my best efforts to inform the General Manager at least 30 days prior to my scheduled trip so that the boat may be made available to the other Owners. That should I opt to not use my week of record I will be responsible for any Retrieving, Launching or Slip fees that may be assessed by Antelope Point Marina. Should the Membership not use a week owned by Water Therapy, Inc. the Retrieving, Launching or Slip fees will be covered by the Water Therapy, Inc. from the general funds.

15. That any off-season trip may be made available to any OWNER OF RECORD on a "first-come" basis upon their request, beginning December 1st of each preceding year,

and that consideration of these "Off-Season" trips will be an amount determined on a year by year basis payable to the Maintenance Account no later than 30 days prior to use of said trip. Any additional trip for any Owner must be confirmed in writing by Mail or Email by the General Manager. Off Season trips cannot be confirmed until Maintenance Fee has been paid. ANY Maintenance Fees that are paid are not refundable.

*Any additional fees or costs for; launch, retrieval, de-winterizing, and re-winterizing of the boat shall be the responsibility of the owner using the boat in the off-season.*

16. That the USEABLE LIFE OF THE BOAT will be determined by the Owners. That upon Sale or other disposition of the entire boat, any proceeds from said sale will be divided among the Owners of Record on a pro-rate basis.

17. That I will give FULL COOPERATION to all National Park Service Representatives at all times.

18. That I will ensure the SAFETY OF ALL MEMBERS OF MY GROUP and hold Water Therapy, Inc., and all other Owners, harmless for any accident, damage, injury, or other circumstance that may occur during my use of the vessel.

19. That the MARINE RADIO will be properly tuned to channel 16, and monitored at all times when boat is in motion (unless instructed to change to another channel for short period of time). Marine Radio will be monitored daily during time on the lake (when boat is not in motion) for weather updates and official Park Service information and advisories.

20. That I will attend the annual work/maintenance meeting and do work on the boat OR pay \$250 per week owned due at the same time the as the maintenance fund use fee. The work weekend dates will be determined by the Water Therapy Management group for a weekend in April and published to the general membership no later than February 28<sup>th</sup>.

21. That I will inform ALL members of my group and/or guests of these RULES & REGULATIONS.

**THESE RULES & REGULATIONS ARE DESIGNED TO PROTECT THE OWNERS AT ALL TIMES. ANY VIOLATION OF THESE RULES & REGULATIONS WILL SUBJECT ANY OWNER TO REVOCATION OF USE OF THE BOAT AND/OR POSSIBLE TERMINATION OF INTEREST AND LOSS OF FUNDS FOR SAID INTEREST. *The General Manager reserves the right to terminate any interest at any time by providing a refund of the cost of the interest on a pro-rate basis.***

**Owners Name:** \_\_\_\_\_  
PRINT

**Owners Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM/DD/YY

**Owners Name:** \_\_\_\_\_  
PRINT

**Owners Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM/DD/YY