

DOCK POLICY AGREEMENT
(Adopted by the Board of Directors May 22, 2014)

THIS AGREEMENT made and entered into this the _____ day of _____, 20____, by and between _____ Member # _____, as a Fairfield Glade Property Owner(s) (PO) and the Fairfield Glade Community Club (FGCC). THIS AGREEMENT designates the responsibility of the Property Owner(s) whenever Property Owner(s) desire(s) to build a dock on Common or Lake Property.

The Property Owner(s) is granted permission to construct a dock on the property identified above, upon the following conditions:

- (i) The dock shall be constructed in accordance with the current FGCC Dock Policy.
- (ii) This approval to build the dock on common property/lake property of the Club shall be deemed to be a revocable license.
- (iii) The Club shall retain the right to revoke the license and require, at its discretion, removal of the dock at owner's expense. Should the owner not promptly remove the dock upon being requested to do so by the Club, the Club may remove the dock at the owners' expense. Any cost of removal or litigation involving the removal of the dock shall be borne by the PO.
- (iv) You and future owners of the property will be responsible for all costs of construction, upkeep, and maintenance of the dock and you agree to keep the dock in a good state of repair.
- (v) You are responsible for the activities of persons on or about or using the dock.
- (vi) Any structure which is constructed on lake property cannot be for the sole use of one member, but may be subject to use by any member or guest, provided, however, that every PO shall have the right to regulate the use of his or her dock subject to applicable law.

- (vii) You agree to indemnify and save harmless FGCC, its officers, agents, directors and employees from any loss, damage or liability on account of your construction, maintenance, and use of the dock, and any attendant walkway, including claims for personal injury, death and/or property damage. These indemnity provisions shall specifically include FGCC's costs of litigation and attorney fees.
- (viii) The Club shall have the right to require the PO to demonstrate that the PO has adequate liability insurance which specifically covers the construction, maintenance, and use of the dock. By the execution of this agreement, the PO certifies to FGCC that the homeowner's insurance carrier providing coverage to the PO has been notified of the existence or intent to construct a dock on the PO's property so that the dock may be insured as an appurtenant structure.
- (ix) All property owners constructing docks on property not containing a dwelling shall be required annually to furnish to the Club a certificate of insurance demonstrating liability insurance coverage for the dock with minimum limits in a sum established by FGCC.
- (x) You agree to inform any person or entity to whom you sell or convey your property of these conditions, and the new owner shall be required to execute a new Dock Policy Agreement. The Board may, from time-to-time, amend its Dock Policy, and upon recording of a copy of the revised Dock Policy in the Register's Office of Cumberland County, Tennessee, all Dock Policy Agreements shall be deemed amended to incorporate the terms of the revised Dock Policy.
- (xi) This agreement is binding upon the undersigned and their heirs, representatives, successors, and assigns.
- (xii) This agreement does not waive PO's obligation to obtain state or federal permits, if required, and PO agrees to obtain all such applicable permits.

WE AGREE TO THE CONDITIONS SET OUT ABOVE:

PROPERTY OWNER _____

PROPERTY OWNER _____

PROPERTY ADDRESS _____