

# GRANITE POINT

THE RESORT ON LOON LAKE

EST. 1921

## SEASONAL SITE RENTAL AGREEMENT (2024)

This SEASONAL SITE RENTAL AGREEMENT (“**Agreement**”) is entered into as of \_\_\_\_\_ by and between GRANITE POINT PARK CO., a Washington corporation (“**GP**”), and \_\_\_\_\_ (“**Guest**”) to set forth the terms and conditions upon which Guest will be granted a right to utilize the Site (defined below) for the Mobile (defined below), and have nonexclusive access and enjoyment of the Common Areas (defined below) of the seasonal waterfront recreational resort commonly known as Granite Point Park (“**Resort**”). This Agreement supersedes all prior agreements entered into between GP and Guest.

**1. BASIC TERMS.** The following are certain basic terms of the Agreement, and such terms as used throughout the Agreement will have the meanings set forth in this Section.

**Site #:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Primary Email:** \_\_\_\_\_ **Secondary Email:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_ **Secondary Phone:** \_\_\_\_\_

**Mobile Information:** Style (select one):  Mobile  5th Wheel  Park Model

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Length: \_\_\_\_\_ Number of slide outs: \_\_\_\_\_ State of Registration: \_\_\_\_\_

WA License/VIN Number: \_\_\_\_\_

**Seasonal Rent (May 1 – September 30):** \$ \_\_\_\_\_  
Seasonal Rent *must be paid in full* by April 1, 2025

**Security Deposit:** \$ \_\_\_\_\_

**Additional Occupants of Site sharing rights and obligations of Guest hereunder:**

*List below any occupants other than the Guests named in Section 1. Site rental is based on a maximum of two adults and two children under age 18. Additional occupants are subject to Manager discretion, and may require an additional fee.*

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Pets/Pet Addendum Needed:**

- Yes (Lake View)
- Yes (ADA Service Animal)
- No

No pets are allowed in any area Resort Side of the Railroad Tracks except for ADA certified service animals. Emotional support animals are not permitted. If Guest certifies and affirms that it has an ADA certified service animal, or if Guest resides in the Lake View Areas and has a pet, please attach a Pet Addendum. (Maximum of one dog or cat for Lake View Area unless pets previously registered under prior Rental Agreement). Separate addendum will be sent for signature.

**Registered Vehicles:**

*\*NOTE: All vehicles, including golf carts, must have proper identification. Any vehicle that does not have GP-issued identification readily visible (including Visitors of a Guest) may be towed at Guest's expense, subject to a fine, or otherwise deemed in violation of the Rental Agreement.*

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **License Plate #:** \_\_\_\_\_

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **License Plate #:** \_\_\_\_\_

*Maximum of two vehicles per Site. Additional vehicles subject to a \$250/vehicle charge and will be required to park in designated parking areas for such additional vehicles.*

Additional Registered Vehicles (\$250/vehicle): \_\_\_\_\_

*\* NOTE: No Lake View vehicles (even with standard registration for LV) are permitted to park in main Resort (waterward of the railroad tracks), including in bay/point/cove absent a Manager issued temporary parking pass or government-issued permit for disability parking.*

**Golf Cart:** *Maximum of one electric golf cart per Site. Golf carts are not permitted on the beach, are subject to State law, and must park in designated areas. No gas-powered golf carts.*

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **ID#:** \_\_\_\_\_

**Personal Watercraft To Be Moored Pursuant to Separate Agreement:**

*No personal watercraft may be stored on the beach or in the waters except in a GP-designated moorage or storage area for which prior registration, entry into a separate agreement, and payment of fee is required. (List any motorboat, jet-ski, paddleboard, peddle boat, kayak, etc.)*

\_\_\_\_\_  
\_\_\_\_\_

**2. AGREEMENT TO RENT; TERM.** Subject to Guest’s payment of Rent (defined below), the “**Term**” or “**Season**” covered by this Agreement shall commence on May 1, 2024 (the “**Commencement Date**”) and end on September 30, 2024 (the “**Expiration Date**”). GP hereby agrees to rent the Site to Guest, and Guest hereby agrees to rent the Site from GP for the Term, subject to the terms and conditions set forth herein. Guest acknowledges that this Agreement is for *a seasonal rental of a vacation site for Guest’s Mobile* (defined in Section 1), that the Mobile is not occupied as a residence, and that the Mobile IS NOT SUBJECT TO CHAPTER 59.20 RCW (Manufactured Home/Mobile Home Act) OR CHAPTER 59.19 RCW (Residential Landlord Tenant Act). Guest’s ability to leave the Mobile on the Site beyond the Term, during the Off-Season Storage Period (defined below), shall be contingent upon full execution of an Off-Season Storage Agreement in the form attached hereto as Exhibit D, mutual execution of a seasonal site rental agreement for the forthcoming season, and such other terms and conditions as may be imposed by GP, as further referenced in Section 33.

**3. RENT.** For purposes of this Agreement, “**Rent**” shall refer to the Seasonal Rent set forth in Section 1 together with any other sums owed by Guest under this Agreement. As part of Rent, GP will receive use of water and sewer, and GP will pick up one 32-gallon trash can of Guest per week at the date specified by GP, all subject to the terms and conditions set forth in this Agreement. GP reserves the right to bill Guest for excessive use of water, sewer, and other Resort utilities, and pick-up of extra trash cans will be billed to Guest at uniformly applied rates. Seasonal Rent is payable in full, in advance. Guest will be responsible for the timely payment of all other Rent and any taxes, fees or charges related to use of the Site during the Term of the Agreement. Guest acknowledges that late payment by Guest to GP of any sums due under this Agreement will cause GP to incur costs not contemplated by this Agreement. If any payment of Rent is not made by five (5) days after such sum becomes due (i.e. on or before the first date of the month as identified in Section 1), a late fee of \$50 shall be assessed, plus interest shall accrue on all overdue Rent (other than the late fee) at the rate of 12% or the lesser rate allowable under applicable law until the outstanding amounts are paid in full. Failure to pay Rent on the date due shall be deemed an Event of Default (defined below) entitling GP to all rights and remedies herein and available at law and in equity until such Rent is paid in full. GP may charge a fee of \$125.00 per check to Guest for any returned check. All costs which Guest agrees to pay GP pursuant to this Agreement shall in the event of nonpayment be treated as if they were payments of Rent, and GP shall have all the rights herein provided for in case of nonpayment of Rent.

**4. SECURITY DEPOSIT.** Guest acknowledges that this is a seasonal rental agreement for the Mobile and that the security deposit (if any) made by Guest as shown in Section 1 may be held by GP in such accounts as GP may determine and may be co-mingled with any other funds of GP. The security deposit is held as security for Guest’s performance of its obligations under this Agreement as some or all of it may be retained by GPP in the event that Guest shall fail or refuse to fully perform duties imposed by statute, this Agreement or any rules and regulations of Granite Point Park. By way of example, if GP incurs costs in enforcing Guest’s obligations under this Agreement, including due to a default by Guest in payment of Rent, failure of Guest to timely vacate the Site and remove the Mobile and all Improvements

and personal property and leave the Site in the neat and clean condition required under this Agreement, GP may retain all or a portion of the security deposit to offset GP's costs. The retention of the security deposit shall not limit GP's right to proceed against Guest for claims above the amount of the security deposit. If Guest has complied with the terms of the Agreement and has delivered the Site in the required condition upon expiration of the Agreement, then GP will remit all or any portion remaining of the security deposit as soon as reasonably possible after the expiration but no later than thirty (30) days thereafter. If GP uses any portion of the security deposit during the Term, GP may require Guest to replenish the same if the Agreement and the occupancy and use hereunder continue. Guest authorizes GP to retain the security deposit until seven (7) days after this Agreement has terminated and Guest has removed its Trailer and all Improvements from the Site. The foregoing notwithstanding, GP shall have no obligation to return the security deposit if Guest is otherwise entitled to retain the security deposit pursuant to this Agreement and applicable law.

**5. SITE.** The Site subject to this Agreement shall correspond with that site number and location identified in Section 1, with the dimensions of such Site being as set forth in Section 1 or as depicted in a Site plan attached hereto or made available to the Guest upon request. The Site consists of a pad upon which the Guest may locate and install the Mobile described in Section 1 ("**Mobile**") for Guest's exclusive use during the Term, subject to compliance with the terms of this Agreement and all rules and regulations attached hereto or hereinafter adopted. Unless expressly stated in Section 1, the Site does not include the beach frontage or any Common Areas or areas of the Resort outside of the specific dimensions of the Site. Guest has no exclusive rights to use any of the Common Areas (defined below), including any beach frontage, lawn areas, waterfront, shorelands, or property in the Resort outside of the Site.

**6. CONDITION OF SITE AND RESORT.** Guest acknowledges and accepts possession of the Site in its an "AS IS" condition, with any natural conditions (including but not limited to trees, soils, topography), personal property, structures, or Improvements (defined below) thereon having been fully inspected and accepted by Guest. Guest also represents and warrants that it has inspected all areas immediately around the Site, including areas where there are trees, vegetation, or other natural features, and Guest has deemed such to be safe and suitable. GP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY OF THE SITE OR ANY PORTION OF THE RESORT FOR GUEST'S INTENDED PURPOSES, OR ABOUT THE AVAILABILITY OF AREAS OF THE RESORT OTHER THAN THE SITE FOR GUEST'S USE, AND GUEST ACCEPTS ALL SUCH AREAS OF THE SITE AND RESORT IN THEIR AS-IS CONDITION, WITHOUT REPRESENTATION OR WARRANTY FROM GP AS TO THEIR CONDITION. IN CHOOSING TO USE THE PRIVATE RESORT AND SHORELINE OF GRANITE POINT, GUEST ACKNOWLEDGES THAT THE NATURE OF THE RESORT, ITS NATURAL AND BUILT ENVIRONMENT MAY HAVE INHERENT, NATURAL, ARTIFICIAL, AND LATENT RISKS AND DEFECTS, INCLUDING RELATED TO TREES, BEACHES, ROCKS, HILLSIDES, UNLEVEL GROUND, AND NATURAL TOPOGRAPHY, AND MAN-MADE STRUCTURES AND IMPROVEMENTS. ADDITIONALLY, ACTIVITIES INCLUDING, BUT NOT LIMITED TO SWIMMING, DIVING, BOATING, FISHING, USING WALKWAYS AND PATHWAYS THROUGHOUT THE PARK WHICH MAY BE UNLIT AND WITHOUT RAILINGS, PARTICIPATING IN SPORTS SUCH AS BASEBALL, SOCCER, VOLLEYBALL, PICKLE BALL, BASKETBALL, HORSESHOES, USE OF A PROPANE OR CHARCOAL BARBECUE, CROSSING THE RAILROAD TRACKS, AND OTHER RESORT ACTIVITIES, NONE OF WHICH ARE SUPERVISED BY THE GRANITE POINT STAFF OR EMPLOYEES, HAVE INHERENT RISKS AND COULD BE DANGEROUS. GUEST SHALL BE SOLELY LIABLE, RELEASE, INDEMNIFY, AND HOLD HARMLESS GP AND GP PARTIES (DEFINED BELOW) FROM AND AGAINST ANY CLAIMS, INJURIES, DAMAGES, LIABILITIES, FINES, PENALTIES, OR DEFECTS ARISING FROM OR IN CONJUNCTION WITH ANY USE BY GUEST OR GUEST PARTIES (DEFINED BELOW) OF THE SITE AND THE RESORT. Guest shall

be responsible for maintain the Site in a neat and clean fashion, with the lawn routinely mowed and watered, and landscaping properly maintained. Guest shall keep the Site free of clutter and debris. Guest shall keep the Mobile, Improvements, and the Site in a well-maintained condition, neat, clean, and consistent with the general community standard of the Resort.

**7. ALTERATIONS; EXTERIOR IMPROVEMENTS AND STRUCTURES ON SITE.**

Guest shall not install or allow its agents, invitees, employees or contractors to install on the Site or elsewhere in the Resort any structure or improvement of any kind, including but not limited to any deck, fence, patio, foundation, outbuilding, play house, impervious surface, dock, boathouse, bulkhead, shoring, or other personal property, appurtenance, improvement or structure on any portion of the Site (collectively, “**Improvements**”) without the prior written consent of the Manager of GP, which consent shall not be given unless, at minimum, the Guest has submitted a written Request for Approval (defined below) to the Manager, the Manager has deemed such information satisfactory and notified the Guest of such in writing, and the Guest has otherwise complied with all requirements of this Agreement, including provision of all applicable certificates of insurance.

A “**Request for Approval**” must include the following information and be submitted to the Manager in writing at least fourteen (14) days prior to the date upon which the Guest desires to commence construction or installation of the Improvement: (a) a detailed Site plan, which shows, at minimum, (i) dimensions and location of existing Mobile and existing Improvements on the Site; (ii) dimensions and location of the proposed Improvement; (iii) the distance between the edges of the Improvement and the nearest structure on the adjacent Site; (b) color, size, materials, and rendering of the proposed Improvement; (c) the name, address, phone number of the person who will install the Improvement or perform the work; (d) the estimated start and completion dates for the proposed work; and (e) if requested by GP, proof of insurance from Guest or the contractor performing the work which names GP as an additional insured. A form of Request for Approval is attached hereto as Exhibit A. The Manager will provide written notice of a decision to the Guest after Manager has received all information necessary for the Manager to make an informed decision. No Guest shall install any Improvements without the prior express written approval of GP, after a complete Request for Approval has been delivered, which approval may be freely withheld or withdrawn at any time. Guest shall be solely responsible for obtaining any governmental permits and approvals required for the Improvement, and Guest shall be solely responsible for complying with all applicable laws related thereto. No Improvement for which a Request for Approval is required may be installed on a Site by any person who is not licensed, bonded, and insured. Guest shall be solely responsible and indemnify, defend, release, and hold GP harmless from any and all Claims (defined below) arising from or related to the presence of any person performing work on the Site or present on the Resort in conjunction with performing work or installing Improvements on the Site at the request of Guest. GP RESERVES THE RIGHT, INCLUDING BUT NOT LIMITED TO AT THE END OF THE TERM, OR ANY SOONER TERMINATION OF THIS AGREEMENT, TO REQUIRE GUEST TO REMOVE ALL IMPROVEMENTS AND RESTORE THE SITE TO ITS PRIOR CONDITION, AT GUEST’S SOLE EXPENSE, REGARDLESS OF WHETHER THE IMPROVEMENTS WERE MADE WITH GP APPROVAL.

REGARDLESS OF WHETHER GP HAS APPROVED OF THE PROPOSED IMPROVEMENT, GUEST SHALL DEFEND, RELEASE, HOLD HARMLESS, AND INDEMNIFY GP FROM ANY CLAIMS, INJURIES, DISPUTES, ACTIONS, VIOLATIONS, OR PENALTIES RESULTING FROM GUEST’S INSTALLATION OF THE IMPROVEMENT. GUEST AGREES TO, AND HEREBY DOES, INDEMNIFY, PROTECT AND HOLD GP AND ALL DIRECTORS, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “**GP PARTIES**”) HARMLESS, AND AGREES TO DEFEND THE GP PARTIES, FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, SUITS, DAMAGES, LOSSES, DEMANDS,

INJURIES, LIABILITIES, COSTS, FINES, OBLIGATIONS, AND EXPENSES (COLLECTIVELY, “CLAIMS”) TO THE EXTENT RESULTING FROM, RELATED TO, PERTAINING TO OR BASED UPON THE CONSTRUCTION, INSTALLATION, LOCATION, OR USE OF THE IMPROVEMENTS, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (I) GUEST OR ITS CONTRACTORS, EMPLOYEES, INVITEES’, LICENSEES’, AND AGENTS’ ACCESS, ACTIVITIES, AND PRESENCE UPON THE SITE AND UPON THE RESORT AND COMMON AREAS ARISING OUT OF OR RELATED TO THE CONSTRUCTION, INSPECTION, OR USE OF THE IMPROVEMENTS; (II) ANY ACTIONS OR ACTIVITIES RELATED TO THE PLANNING, DESIGN, CONSTRUCTION OR USE OF THE IMPROVEMENTS OR ANY PORTION THEREOF; (III) ANY WORK, USE, OR CONSTRUCTION OF IMPROVEMENTS ON THE SITE PERFORMED BY OR FOR GUEST. THE PROVISIONS OF THIS RELEASE AND INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OF ANY RENTAL AGREEMENT OR COMPLETION OF THE IMPROVEMENTS.

**8. INSURANCE.** Guest shall carry general liability insurance with a minimum of \$300,000 per occurrence coverage of and property hazard insurance by a qualified insurance company insuring all activities on the Site, and covering the Site, Mobile and all other personal property and Improvements on the Site, including but not limited to pets, boats, golf carts, motor vehicles and docks. Guest’s insurance shall be primary with respect to any injury, damage, or claim occurring on the Site or arising out or incident to Guest’s use of the Site or that of any permitted occupants, invitees, licensees, employees, contractors, or other persons on the Site or the Resort at Guest’s request. Guest shall have GP named as an additional insured under the policy, and upon request deliver to GP a certificate evidencing such insurance.

**9. LICENSE TO USE COMMON AREAS DURING RESORT’S SEASON.** Provided Guest is not in default hereunder, GP agrees that, in conjunction with this Agreement, at all times during the Season when such spaces have not been reserved for other Resort operations, Guest and the permitted occupants identified in Section 1, shall have the non-exclusive license to use beaches, lawn areas, paths, roadways, docks, naturally vegetated areas and portions thereof (“**Common Areas**”), as such areas may be modified from time to time in GP’s sole discretion, and subject to: (a) any exclusive use rights (including, but not limited to leases, rental agreements, or daily reservations) that GP has granted or may grant to other persons or entities, consistent with and in furtherance of the business purposes of GP, (b) the terms of any generally applicable and uniformly applied rules and regulations adopted by GP, a copy of which have been provided to Guest, as such may be amended from time to time in GP’s sole discretion (“**R&Rs**”), (c) GP’s needs with respect to maintaining and operating a Resort that includes cottage rentals, day users, and special events; and (d) the terms set forth in this Agreement. Subject to the foregoing, GP agrees that Guest shall be entitled to non-exclusive usage of all beach area, together with reasonable access to Loon Lake from the Common Areas, during the Season, provided Guest is current on Rent and not in default under the terms and conditions hereof. THE LICENSE GRANTED TO GUEST FOR USE OF THE COMMON AREAS IS SUBJECT TO THE RIGHTS OF OTHER GUESTS OF THE RESORT TO USE AND ENJOY THE COMMON AREAS, AND SUBJECT TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, GUEST’S INDEMNIFICATION AND RELEASE OBLIGATIONS SET FORTH IN SECTION 27, AND GP’S RIGHTS TO MODIFY OR RESTRICT USE OF THE COMMON AREAS IN ITS SOLE DISCRETION FOR PURPOSES OF RUNNING A RESORT. GUEST EXPRESSLY ACKNOWLEDGES THAT RIGHTS TO USE THE COMMON AREAS AND OTHER PROPERTY WITHIN THE RESORT ARE SUBJECT TO AVAILABILITY, BASED ON THE SOLE DISCRETION OF GP. Notwithstanding anything to the contrary herein, Guest shall have no rights to use, access, occupy, or interfere with use or rental of any cabin, cottage, Mobile/mobile home/RV site, mooring slip, or other part of the Resort that GP has rented for another guest’s exclusive use.

NO GUEST SHALL MODIFY, ALTER, MAKE ANY IMPROVEMENTS TO, OR LOCATE ANY STRUCTURES WITHIN, ANY COMMON AREAS. PROHIBITED ACTIONS INCLUDE, BUT ARE NOT LIMITED TO REMOVAL OF VEGETATION OR TREES FROM ANY COMMON AREAS, CARVING OF PATHS OR TRAILS THROUGH COMMON AREAS (BY VEHICLE OR OTHERWISE), CONSTRUCTING IMPROVEMENTS OF ANY KIND OR NATURE IN COMMON AREAS, OR TAKING ANY ACTION THAT WOULD MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF COMMON AREAS BY OTHER GUESTS OF THE RESORT.

**10. PROHIBITION ON EXCLUSIVE USE OF COMMON AREAS; MOORAGE AND STORAGE OF PERSONAL WATERCRAFT.** In addition to such provisions and restrictions as may be set in the R&Rs, Guests shall not leave any of Guest's personal property, including lawn chairs, awnings, storage chests, paddleboards, jetskis, or beach floats in the Common Areas between the hours of 10:00 p.m. and 7:00 a.m. Property left in the Common Areas between the hours of 10:00 p.m. and 7:00 a.m. will be deemed abandoned and may be confiscated and disposed of by Resort staff. No Guest may alter any structure or improvement in any Common Area, or install any outbuilding, deck, playhouse, impervious surface, dock, boathouse, bulkhead, shoring, or other semi-permanent or permanent improvement or structure in any Common Area.

Guest shall not moor or store any personal watercraft on the shorelines, in the second class shorelands, in the waters of the Resort at any time, or for any period of time, without express written consent and a permit from GP. All personal watercraft must be stored and moored in designated areas and then only upon prior approval and registration with GP. No jet skis, boats, paddleboats, kayaks, or other watercrafts may be stored anywhere on the Resort or the waters associated with the Resort except with a permit or pass issued by the Resort and payment of a fee for such storage in a designated area.

**11. RULES & REGULATIONS.** Guest hereby covenants to strictly comply with all provisions of the R&Rs. Guest shall be responsible and jointly and severally liable for ensuring that all permitted occupants, invitees, and visitors of Guest (collectively, "**Invitees**") strictly comply with the terms of this Agreement and any R&Rs. Guest acknowledges that any violation of the R&Rs shall be deemed a breach of this Agreement for which GP shall be entitled to all rights and remedies available at law, including termination of this Agreement.

**12. PERMITTED USE.** Guest may use the Site for installation of the Mobile identified in Section of the Agreement, consistent with approval of the Manager, and for seasonal recreational family use of the Site by the permitted occupants consistent with the terms and conditions for this Agreement. No tents or accessory dwellings shall be permitted. Guest is solely responsible for all licensing fees and personal property tax imposed upon the Mobile by governmental authorities, and compliance with all applicable laws and regulations.

**13. DESIGN STANDARDS; CONDITION OF IMPROVEMENTS.** In order to maintain the quality of The Resort, at any time during the Term, subject to at least thirty (30) day's advance notice, GP may require Guest to remove, at Guest's sole cost, any Mobile or other items or improvements from the Site which GP determines, in its reasonable discretion, that are in a state of disrepair, fail to comply with the terms of this Agreement, then-current R&Rs, or any design standards that have been or may be adopted by GP ("**Design Standards**"), provided such Design Standards are uniformly applied. Current Design Standards are attached hereto as **Exhibit B.**

**14. UTILITIES.** GP does not guarantee the availability of water, sewer, electricity, telephone, or any other utility service to the Site during the Term of the Agreement. Except as directly caused by GP's gross negligence or intentional misconduct, GP shall not be liable to Guest for any interruption of utility services, and Guest shall not be entitled to any Rent abatement or other remedy for

such interruption. GP is on a septic system and Guest shall not allow any item other than toilet paper to be flushed down a toilet GP. No clothes washing machine is permitted on any Site or in any Mobile without express written consent, nor is any hot tub; and Guest shall indemnify GP for any damage and expense incurred by GP in conjunction with the presence of either, and any other violation by Guest of the provisions of this Section. No utilities or hookups serving the Site shall be used to serve any improvements other than the Mobile and immediate on-site appurtenances accessory thereto, provided such improvements have been located and maintained consistent with the terms of this Agreement and with approval of the Manager.

**15. GARBAGE; RECYCLING.** Guest is responsible for providing, at its sole cost, an exterior receptacle for garbage, trash and recycling associated with use of the Site. Such receptacles shall be placed in areas away from public view and approved by GP. GP will collect and remove one standard size (not to exceed 32 gallons) exterior garbage can per Site, per week, at no cost to Guest. GP will also remove receptacles, free of charge, containing glass and cans, provided such have been single-source separated. Additional garbage service shall be subject to reasonable fees imposed by GP. Guest shall not use refuse containers of any adjoining property or in the Common Areas for Guest's Site-related garbage or trash disposal.

**16. HAZARDOUS SUBSTANCES.** Guest shall not cause or permit any activities on the Site or otherwise within The Resort which directly or indirectly could result in the Site, any part of the Resort, or any other property becoming contaminated with any substance that is defined to be a hazardous substance under federal, state and local environmental laws, including, without limitation, petroleum, spray paint, insecticides, poisonous substances, defoliants and fertilizers. If Guest intends to use or store any of the foregoing on the Site, Guest must obtain the prior written consent of GP, which may be granted or withheld by GP in its sole discretion. Guest shall indemnify and hold GP harmless against any liability, damages, costs, loss or claim therefor, including attorneys' fees incurred in connection therewith, arising from or related to the presence of any hazardous substance in, on or about the Site or the Resort.

**17. SITE MAINTENANCE.** Guest shall, at its sole cost and expense, keep the Site and every part thereof in good condition and repair, including landscaping. Guest shall be responsible, at its sole cost, for maintaining the Site and all improvements thereon in a neat and first-class condition, consistent with all rules and regulations and Design Standards now in effect, or hereafter adopted. Guest shall be responsible, at its sole cost, for watering, raking, and cutting of lawn and pruning of trees and bushes on the Site. Guest shall exercise reasonable conservation with respect to use or irrigation and shall not leave sprinklers unattended; provided that any auto-sprinklers on the Site shall be set for night watering by Guest.

**18. LIENS.** Guest shall not permit any liens or encumbrances on the Site. Guest shall keep the Site and Resort free from any liens, including but not limited to those arising by reason of work, labor, services, or materials performed or supplied to Guest.

**19. MAIL.** Guest acknowledges that mail is not delivered to the Site or to Granite Point on behalf of Guest. Guest shall not use the Site or the Resort as a mailing address of any kind, personal or business.

**20. PARKING.** Subject to the R&Rs and the terms of this Agreement (including the special provisions for Lake View Sites below, as applicable), Guest may park the licensed vehicles that have been registered with the Resort pursuant to Section 1 of this Agreement ("**Registered Vehicles**") in designated areas of the Resort, provided such vehicles bear Granite Point issued parking identification; and vehicles are parked in areas designated for parking of such vehicles. Parking for any Site may be unreserved and Guest acknowledges that GP has no responsibility for the availability of parking, nor the security of any



vehicles. Up to one registered golf cart may park on a Site and in the Resort, subject to the terms of this Agreement and the R&Rs, and provided it bears proper Resort-issued identification and is in a designated parking area. Guest's visiting vehicles (subject to Section 21, below) shall be required to park in designated parking areas for visitors or day pass parking areas. No vehicles (other than a golf cart stored on Site) may be left at the Resort if Guest is not on the Site. Parking areas shall be used for registered vehicle parking only and not for storage.

**Special Provisions for Lake View Sites.** No Registered Vehicles for Guests renting Sites in Lake View area may park within any area of the Resort lying waterward of the railroad tracks, *absent a Manager-issued temporary parking pass*, or as may be required by applicable law for handicap access. Subject to the Agreement, Guests may park any standard-size passenger Registered Vehicle on their Lake View Site, provided such Registered Vehicle fits entirely on the Site and does not encroach within two-feet of the edge of the Lake View Loop roadway. The Resort Manager shall have discretion to require any Registered Vehicle to park off a Site if Manager deems the Registered Vehicle to be an impediment to passage or inconsistent with the intent of this Agreement.

**21. VISITORS.** Rental of a Site includes eight (8) visitor passes (each a “**Visitor Pass**”) per Season. Each Visitor Pass allows one vehicle with up to four persons in that vehicle to visit a Guest for a day free of charge, provided that Guest has notified GP staff at least one day prior to the anticipated arrival of the visitors who will be arriving, and provided such vehicle checks-in at the GP Store and receives a GP-issued Visitor Pass. If a Guest fails to provide the requisite advance notice, GP reserves the right to charge the visitor the day rate (in which event a Visitor Pass will not be applied) as a condition for entry, or, if GP is operating under capacity limits, refuse admission if capacity has been reached or reserved. Multiple Visitor Passes may be used for a single day. Once all eight Visitor Passes allocated to a Site have been used during the Season, visitors will be required to pay the standard day fee for admission to the Resort, even if they are visiting a Guest. Guest must be present when visitors are visiting Guest at GP, and all visitors must vacate the Resort by 10:00 p.m. Guest will be responsible for the conduct of its visitors, assumes all liability for its visitors action, including, but not limited to as specifically set forth in the provisions of Sections 27 and 31 of this Agreement.

**22. GP ACCESS.** GP shall have unfettered access to the Site for purposes of inspecting the same or of making repairs, additions, or alterations to the Site. This right, however, shall not constitute or be construed as an agreement on the part of GP to make any repairs, additions, or alterations, except as otherwise as specifically set forth in this Agreement.

**23. NO ASSIGNMENT, SUBLEASE, OR RENTAL.** Guest shall not assign this Agreement, or any interest therein, or sublet the Site, rent the Site or Mobile, or any part thereof, or allow, permit, or suffer any other person or entity to use or occupy any part of the Site or the Resort (except for those occupants identified in Section 1 of this Agreement), without the prior written consent of GP, which may be withheld by GP in its sole discretion. No persons other than Guest and those persons identified in Section 1 shall be permitted to reside overnight in the Mobile or on the Site, for compensation or otherwise, unless Guest is also on site, and such Guest has registered with and received approval from GP. (Nothing herein shall be construed to limit or restrict GP's rights to assign this Agreement or freely rent, assign, or dispose of the Resort).

**24. TITLE TRANSFER; SALE OF MOBILE.** Any Guest may remove its Mobile from the Resort at any time, with at least 72 hours' advance written notice to the Manager of GP, and subject to compliance with applicable law and the terms of this Agreement. No Guest may sell or post a “for sale” sign on any Mobile while situated upon a Site without prior notice to and approval of GP, which may be withheld in GP's sole discretion, and subject to any terms and conditions that GP may impose, including limitations on the size and location of any such signage. If a Guest desires to sell the Mobile while such

Mobile is situated upon the Site, then the Guest shall: (a) notify GP in writing, at the address set forth herein or via email to [manager@granitepointresort.com](mailto:manager@granitepointresort.com), of Guest's desire to list the Mobile for sale and the sale price for the Mobile; (b) advise any prospective purchasers that purchase of the Mobile is no guarantee that GP will enter into a rental agreement with such purchaser, and that such purchaser is advised to consult GP for terms and conditions of any new rental agreement; and (c) pay GP a transfer fee equal to three percent (3%) of the total sales for any Mobile that is marketed or sold while situated on a Site ("**Transfer Fee**"). The Transfer Fee shall be due and payable at the time of sale, and as necessary condition for GP entering into any rental agreement with a new purchaser. The terms of this Agreement are personal to the Parties and nothing herein shall be construed to impose an obligation on GP to enter into a new rental agreement of the Site with any purchaser of a Mobile under any circumstance. This Agreement is not assignable to any purchaser for the balance of the Term without the express written consent of GP which may be withheld in GP's sole discretion. Guest is solely responsible for complying with all applicable laws associated with transferring title to the Mobile, including payment of any real estate excise tax and filing any documentation with governmental agencies.

**25. SUBORDINATION.** This Agreement is subordinate to the lien of any ground lease, mortgage, or deed of trust, to any bank, insurance company, or other lending institution, requesting such subordination now or hereafter enforced against the Site and/or the Resort, and to all advances made or hereafter to be made upon the security thereof. Guest agrees that the lenders holding any such security device shall have no duty, liability, or obligation to perform any of the obligations of GP pursuant to this Agreement. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by GP covering the Site, Guest shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as GP under this Agreement. The provisions of this Section shall be effective without the execution of any documents; provided, however, that upon the written request of GP or its lender, Guest will execute such further writings as may reasonably be required to document separately such subordination and attornment. Guest agrees that if a lender shall succeed to the interest of GP under this Agreement, neither the lender nor its successors or assigns shall be liable for any prior act or omission of GP; subject to any claims, offsets, credits, or defenses that Guest might have against GP; or bound by any assignment (except as otherwise expressly permitted hereunder), surrender, release, waiver, amendment, or modification of the Agreement made without such lender's prior written consent.

**26. QUIET ENJOYMENT.** So long as Guest is not in default under this Agreement, Guest's possession of the Site will not be disturbed by GP or anyone claiming by, through, or under GP; provided however, that GP reserves the right to enter onto any Site, with reasonable notice (or without notice in event of emergency) in order to ascertain Guest's compliance with this Agreement, to exercise any self-help rights authorized herein, or as reasonably necessary to ensure the health and safety of other guests of the Resort.

**27. "AS-IS"; RELEASE; INDEMNIFICATION.** GRANITE POINT IS PRIVATE PROPERTY, OF A HISTORIC NATURE, AND SITUATED IN A NATURAL ENVIRONMENT WITH TREES, OUTCROPPINGS, A NATURAL WATERBODY, AND OTHER NATURAL FEATURES THAT ARE PLAINLY VISIBLE. GUEST ACKNOWLEDGES THAT IN CHOOSING TO USE GRANITE POINT AND THE SHORELINE, GUEST UNDERSTANDS THAT THE NATURAL ENVIRONMENT, THE BUILT ENVIRONMENT, AND THE HISTORIC NATURE OF THE RESORT PRESENT INHERENT AND LATENT RISKS, AND GUEST FREELY AND VOLUNTARILY ASSUMES ALL SUCH RISKS AS A CONDITION FOR ENTERING AND USING THE RESORT. GUEST ACKNOWLEDGES AND AGREES THAT VARIOUS ACTIVITIES CAN BE DANGEROUS AND PRESENT RISK OF INJURY TO SELF AND OTHERS, WITH SUCH ACTIVITIES INCLUDING, BUT NOT BEING LIMITED TO WALKING, RUNNING, SWIMMING, DIVING, BOATING, BIKING, USING WALKWAYS AND PATHWAYS THROUGH GRANITE

POINT WHICH MAY BE UNLIT AND WITHOUT RAILINGS, PARTICIPATING IN SPORTS SUCH AS BASEBALL, SOCCER, VOLLEYBALL, PICKLE BALL, BASKETBALL, HORSESHOES, USE OF A PROPANE OR CHARCOAL BARBECUE, CROSSING THE RAILROAD TRACKS, UTILIZING MULTIMODAL SHARED PASSAGEWAYS, AND ENGAGING OR BEING PRESENT FOR OTHER RESORT USES AND ACTIVITIES, NONE OF WHICH ARE SUPERVISED BY GP OR ITS STAFF OR EMPLOYEES. BY VOLUNTARILY UTILIZING THE PRIVATE PROPERTY AND AMENITIES OF GRANITE POINT, THE UNDERSIGNED GUEST, ON ITS BEHALF, THOSE IN GUEST'S PARTY OR UNDER GUEST'S SUPERVISION, AND ON BEHALF OF GUEST'S VISITORS, INVITEES, LICENSEES, CONTRACTORS, EMPLOYEES, AGENTS, AND LICENSEES, AND BY GUEST'S PERMITTED OCCUPANTS (COLLECTIVELY, "**GUEST PARTIES**"), FULLY ASSUMES ALL RISKS INHERENT, LATENT, REASONABLY ASCERTAINABLE, OR DISCLOSED WHICH ARE ASSOCIATED WITH OUR PRESENCE ON THE PRIVATE PROPERTY OF GRANITE POINT RESORT. ASSUMPTION OF ALL SUCH RISKS IS A CONDITION OF, AND CONSIDERATION FOR, ENTRY UPON, AND USE AND ENJOYMENT OF THE RESORT.

GUEST, ON ITS BEHALF AND ALL GUEST PARTIES SHALL GIVE PROMPT NOTICE TO GP IN CASE OF CASUALTY OR ACCIDENTS IN OR ABOUT THE SITE OR THE RESORT. GUEST HEREBY RELEASES, HOLDS HARMLESS, AND AGREES TO INDEMNIFY GP AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS ("**GP PARTIES**") FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, DEMANDS, SUITS, DAMAGES, CAUSES OF ACTIONS, COSTS, FINES, DAMAGES, AND OBLIGATIONS ("**CLAIMS**") ARISING FROM OR IN CONNECTION WITH GUEST'S USE, OR THE USE BY GUEST PARTIES', OF OR PRESENCE UPON ANY AREA OWNED, OPERATED, LEASED OR RUN AS PART OF THE RESORT, INCLUDING IN ANY COTTAGE, ON ANY SITE, IN ANY COMMON AREA, OR IN ANY IMPROVEMENT. GUEST, ON ITS OWN BEHALF ON BEHALF OF ALL GUEST PARTIES, HEREBY WAIVES ALL CLAIMS AGAINST GP AND GP PARTIES TO THE FULLEST EXTENT PERMISSIBLE AT LAW, AND COVENANTS NOT TO SUE OR MAKE A CLAIM AGAINST GP OR GP PARTIES FOR ANY INJURIES, LOSS, DAMAGE, OR HARM RESULTING FROM PRESENCE UPON OR USE OF THE RESORT. GUEST, UPON NOTICE FROM GP, SHALL DEFEND GP AT GUEST'S EXPENSE BY COUNSEL REASONABLY SATISFACTORY TO GP.

**28. DEFAULT.** The following occurrences shall be deemed an "Event of Default" by Guest:

**28.1 Failure to Pay.** Guest fails to pay any sum, including Rent, due under this Agreement following five (5) business days' written notice from GP of the failure to pay.

**28.2 Non-Monetary Defaults.** Guest breaches any term, obligation, covenant, or provision of this Agreement, including any provision of the R&Rs or the Design Regulations.

**28.3 Insolvency.** Guest becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for Guest's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.

**28.4 Levy, Execution.** Guest's interest in this Agreement or the Site, or any part thereof, is taken by execution or other process of law directed against Guest, or is taken upon or subjected to any attachment by any creditor of Guest if such attachment is not discharged within 15 days after being levied.

**28.5 Conduct Adversely Impacting Resort or Other Guests.** Guest engages in action that GP deems to endanger the safety or reputation of the Resort or other guests of the Resort, which actions may include, but are not limited to arrest, intoxication, foul language, or disruptive conduct on or off of Resort property. PUBLIC INTOXICATION IN ANY COMMON AREA OF THE RESORT WILL NOT BE TOLERATED AND WILL BE DEEMED A DEFAULT UNDER THE AGREEMENT.

**29. REMEDIES.** GP shall have all rights and remedies available at law or in equity. GP's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law. Without limiting the foregoing, GP's rights and remedies shall include, but not be limited to: (a) terminating this Agreement; (b) continuing this Agreement in full force and effect, and without demand or notice, re-enter and take possession of the Site or any part thereof, expel the Guest from the Site and anyone claiming through or under the Guest, and remove the Mobile and personal property of either, and relet the Site in GP's or Guest's name for the account of Guest, for such period of time and at such other terms and conditions, as GP, in its discretion, may determine, and collect and receive the rents for the Site; (c) filing an action in court for damages, equitable relief, and all such remedies as available in law and equity. Nothing in this Section shall limit GP's right to lien and sell Guest's personal property as permitted by law, to foreclose GP's statutory lien for unpaid rent, or to foreclose any lien expressly granted by Guest herein. Additionally, GP may disconnect utility services and cease refuse services. Guest's property on the Site or removed to storage is subject to monthly non-Guest storage fees in such as amounts as determined by GP. If storage fees are not paid or if such property remains unclaimed for more than thirty (30) days, it will be considered abandoned and may be disposed of at GP's discretion and without any liability to Guest. If an Event of Default occurs, Guest, for itself, and on behalf of any and all persons claiming through or under Guest, including creditors of all kinds, shall be deemed to have waived and surrendered all rights and privileges which may exist under any present or future law, to redeem the Site or to have a continuance of this Agreement for the Term.

**30. RIGHT TO PERFORM.** If Guest shall fail to timely pay any sum or perform any other act on Guest's part to be made or performed as provided in this Agreement, Guest shall, on demand, reimburse GP for its expenses incurred in making such payment for performance. GP shall (in addition to any other right or remedy of GP provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Guest in the payment of Rent.

**31. LIMITATION ON LIABILITY.** Guest, on its behalf, and on behalf of all Guest Parties, acknowledges and agrees, that GP shall not be liable for any loss or damage to persons or property resulting from any cause or condition whatsoever, including but not limited to natural causes or conditions, settling, earthquake, landslide, erosion, potholes, slippery or surfaces, changes in the water level, the presence or location of the Property adjacent to a lake, fire, explosion, falling trees and branches, surges or cessation in utilities including leaks or overflows associated with septic, interference with the light, air, or for any latent defect in the Site or the Resort, unless such is due to the intentional misconduct of GP. In consideration of the benefits accruing under this Agreement, Guest, on its behalf and on behalf of all Guest Parties, covenants and agrees that, in the event of any actual default under this Agreement by GP the sole and exclusive remedy shall be against GP's interest in the Resort, and then only to the extent the actual damage results from the gross negligence or willful misconduct of GP. In no event shall Guest be entitled to recover speculative, consequential, or punitive damages. If GP is in default under this Agreement, and as a consequence Guest recovers a monetary judgment against GP, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the right, title, and interest of GP in the Resort, and out of rent or other income from the Resort receivable by GP or out of the consideration received by GP from the sale or other disposition of all or any part of GP's right, title, and interest in the Resort.

**32. SURRENDER; HOLDOVER.** Guest shall surrender the Site to GP upon the Expiration Date or sooner termination of this Agreement in accordance with applicable law, and Guest shall remove the Mobile and all Improvements, personal property, and anything Guest has located on the Site. Guest shall leave the Site in a neat and clean condition, free of all debris, trash, and personal property. Upon surrender of the Site, Guest shall repair any damage occasioned by such removal, except as otherwise provided in this Agreement. If Guest, with the prior written consent of GP, remains in possession or control of the Site after the Expiration Date, such tenancy shall be on a month-to-month basis, and may be terminated as provided under the laws of the State of Washington. During such tenancy, the Rent payable by Guest shall be increased to one hundred fifty percent (150%) of the Seasonal Rent that was in effect immediately preceding the Expiration Date. In all other respects, Guest shall continue to be bound by the provisions of this Agreement. If Guest continues in possession after the Expiration Date or other termination, and without express written consent of GP, Guest shall be deemed a trespasser, in unlawful detainer, and subject to all remedies available to GP under law and equity.

**33. OFF-SEASON STORAGE.** Guest acknowledges that this Agreement permits Guest to occupy the Site only for the Term, and that GP is a seasonal business and is closed to the public and to Guest at all times other than the Term. GUEST MUST REMOVE THE MOBILE AND ALL IMPROVEMENTS FROM THE SITE AT THE END OF THE TERM UNLESS A WRITTEN AGREEMENT IS SOONER IN PLACE AUTHORIZING GUEST'S USE OF THE SITE AFTER THE TERM. GP may accept, but shall not be obligated to accept, payment from Guest for Off-Season Storage, and then only subject to such terms and conditions as may be specified by GP, including entry by Guest into a new rental agreement for the upcoming season, and mutual execution of Off-Site Storage Agreement substantially in a form hereto as **Exhibit D**. Upon GP's acceptance of the Off-Season Storage Fee and mutual execution of the Off-Site Storage Agreement, Guest shall have the right, subject to the terms and conditions herein or in any other written agreement entered into between GP and Guest, to leave the Mobile on the Site as a convenience to Guest during the Off-Season.

**34. MISCELLANEOUS.**

**34.1 Governing Law.** This Agreement and its interpretation and enforcement are governed by the laws of the state of Washington.

**34.2 Attorney Fees.** The prevailing party will be entitled to recover its attorneys' fees from the non-prevailing party incurred in connection with the prevailing party's efforts to enforce this Agreement.

**34.3 Exhibits.** Each exhibit referenced in this Agreement (Exhibits A through D) are incorporated into this Agreement.

**34.4 Entire Agreement; Interpretation.** This Agreement, together with the R&Rs attached hereto as **Exhibit C**, as the latter may be amended from time to time by the Board, constitute the entire agreement among the parties and supersedes any prior understandings or agreements, written or oral, that relate to the subject hereof. In the event of any inconsistency between this Agreement and the Rules and Regulations, as such Rules and Regulations may be amended, the more restrictive provision shall prevail.

**34.5 Amendment.** Except for the Exhibits, which may be amended in the sole discretion of GP, provided a copy of the amended Exhibit is provided to Guest, this Agreement may not be amended except by a writing signed by each party.

**34.6 Severability.** If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

**34.7 Burdens and Benefits.** This Agreement is binding upon the parties and will bind and inure to the benefit of their executors, personal representatives, legatees, heirs, successors and permitted assigns. Nothing contained in this Agreement is intended or will be deemed to create or confer any rights upon any person who is not a Party, whether as a third-party beneficiary or otherwise.

**34.8 Waiver.** No waiver by any party of any right or default under this Agreement will be effective unless in writing and signed by the waiving party. No such waiver will be deemed to extend to any prior or subsequent right or default or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. (This provision shall not be construed to pertain to rights expressly waived in this Agreement itself).

**34.9 Notices.** Any notice required or permitted under this Agreement must be in writing as follows and will be effective upon the earlier of personal delivery or 3 days after being mailed by first class mail with proof of mailing, or by certified mail, return receipt as follows:

If to Guest: To the address set forth in Section 1 as Guest's primary mailing address.

If GP: Manager  
Granite Point Resort  
41000 Granite Point Road  
Loon Lake, WA 99148

With a copy to:

Traci Shallbetter, Esq.  
Granite Point Resort  
35714 SE 29<sup>th</sup> Street  
Fall City, WA 98024

**34.10 Counterparts; Acceptance by Performance.** This Agreement may be executed in counterparts. Guest's payment of Rent constitutes acceptance of this Agreement.

**34.11 Time of the Essence.** Time is of the essence with regard to each and every provision of this Agreement including Guest's obligation to surrender the Site upon the expiration or earlier termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, effective as of the Effective Date.

**GUEST:**

By initialing below & signing hereunder, I acknowledge, that:

\_\_\_\_\_ I have read and fully understand the terms of this Agreement, including all of the R&Rs and I have been afforded the opportunity to have an attorney review such Agreement.

\_\_\_\_\_ Without limiting the foregoing, I have read and understand the provisions of Section 27

and 31 (As-Is, Release, Indemnification, and Limitation of Liability), and I expressly acknowledge and assume the risks associated with our use and enjoyment of the Resort, and I assume the same on behalf of all of those under my supervision and care, as well as my invitees. I further acknowledge that I shall be responsible for ensuring the compliance with this Agreement by all occupants of the Site, as well as all of my visitors and invitees, and I will indemnify, release, and hold GP harmless from all claims, damages, injuries, and liabilities as provided in Section 27 of the Agreement.

\_\_\_\_\_ Without limiting the foregoing, I have familiarized myself with the limitations on visitors, and understand that I have no exclusive use of Common Areas, and that the extent of my rights to use Common Areas is subject to change.

\_\_\_\_\_ Without limiting the foregoing, I am aware, on its behalf, and for all Invitees, that the Resort as adjacent to the waterbody of Loon Lake, and that the Resort does not provide any lifeguard.

\_\_\_\_\_ All use of the Resort is at Guest’s own risk and that of its invitees and occupants, and in choosing to use Granite Point and the Loon Lake shoreline, Guest understands that the natural and built surroundings, and various activities can be dangerous and risk injury to self and others, including swimming, diving, boating, biking, using beaches, walkways and pathways through Granite Point which may be unlit or not level, participating in sports such as baseball, soccer, volleyball, pickle ball, basketball, horseshoes, use of a propane or charcoal barbecue, crossing the railroad tracks, and other resort activities, none of which are supervised by GP or its staff or employees.

\_\_\_\_\_ Without limiting the foregoing, I acknowledge that I have no right to leave the Mobile on the Site after September 30, 2021 unless, at minimum, I enter into a new Rental Agreement and Off-Site Storage Agreement, and GP accepts the Off-Season Storage Fee. Absent GP’s written agreement to the contrary, I must remove, and will remove my Mobile and all Improvements at the end of the Term.

**Exhibits:**

- Exhibit A Form of Request for Written Approval
- Exhibit B Design Standards
- Exhibit C Rules and Regulations
- Exhibit D Form of Off-Site Storage Agreement

**Guest:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**GP:**

**GRANITE POINT PARK CO.:**  
Page 15 of 28

---

**By:** \_\_\_\_\_

**Its: Resort Manager**

41000 Granite Point Road

Loon Lake, WA 99148

Phone: (509) 233-2100

E-Mail: [manager@granitepointresort.com](mailto:manager@granitepointresort.com)

Date: \_\_\_\_\_



**EXHIBIT A**

**FORM OF REQUEST FOR APPROVAL**

**Guest:** \_\_\_\_\_

**Site #:** \_\_\_\_\_

**E-mail Address(es)**\_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

Brief Description of Proposed Improvement/Modification (include, color, size, materials):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Contact Information for Person Who Will Perform Work/Install Improvement (Note—all persons performing work must be licensed, bonded, and insured/have a valid Washington Contractor’s License):

\_\_\_\_\_  
\_\_\_\_\_

Attachments:

- Site Plan showing:
  - i. dimensions and location of existing Mobile and existing Improvements on the Site;
  - ii. dimensions and location of the proposed Improvement;
  - iii. distance between the edges of the existing and proposed Improvements and the nearest structure on the adjacent Site
- Photos, Sketches, Renderings, or Samples relevant to proposed Improvements or Work

Within 14 days of receipt of a complete Request for Approval, Manager will provide written notice of a decision or request additional information to enable Manager to make an informed decision. No Guest shall install any Improvements without the prior express written approval of GP, after a complete Request for Approval has been delivered, which approval may be freely withheld or withdrawn at any time. Guest shall be solely responsible for obtaining any governmental permits and approvals required for the Improvement, and Guest shall be solely responsible for complying with all applicable laws related thereto. Notwithstanding any approval from GP, as stated in the Rental Agreement, Guest shall be solely responsible and indemnify, defend, release, and hold GP harmless from any and all claims arising from or related to the presence of any person performing work on the Site or present on the Resort in conjunction with performing work or installing Improvements on the Site at the request of Guest. GP reserves the right, including but not limited to at the time this Agreement terminates, to require Guest to remove all Improvements and restore the Site to its prior condition, at Guest’s sole expense, regardless of whether the Improvements were made with GP approval.

Received by Manager: \_\_\_\_\_ (Receipt does not indicate approval)

Date: \_\_\_\_\_

**EXHIBIT B**  
**DESIGN STANDARDS**

The following Design Standards apply to existing Mobiles and Improvements (as defined below) as well as any future Mobiles and Improvements, subject to Section 10 below regarding Pre-existing Structures. Any construction or installation of any Improvement or Mobile in violation of these Design Standards or without the prior approval of GP is an Event of Default that GP may enforce. Failure of GP to enforce any provision hereof shall not be deemed a waiver of GP's right to do so in the future.

**1. PRIOR APPROVAL REQUIRED.** No Mobile shall be located on a Site, nor shall any deck, shed, patio, awning, fence, play structure, or any structure or similar improvement of any kind be constructed or located on a Site without submittal of a written Request for Approval and receipt of prior written approval from the Manager, all as provided in the Rental Agreement.

**2. MAINTENANCE; APPEARANCE.** Any Mobile and improvement located on a Site, including any deck, shed, patio, or patio furniture must be well-maintained, and kept in a neat and clean condition. Improvements, including Mobiles and decks, that are severely weathered, dilapidated, in need of painting, have rotting wood, or otherwise are not in a neat and well-maintained condition are in violation of the Design Standards and shall be removed or corrected, or subject to fine or other remedies pursuant to the Rental Agreement. Mobiles shall be of neutral, earth-tone colors.

**3. SKIRTING.** All Mobiles and decks must be fully skirted, with such skirting fully hiding all wheels, pilings, or stands from public view. Skirting must be of professional quality, with materials of like kind and quality to the Mobile or otherwise generally acceptable in resorts of similar kind and character to the Resort.

**4. FENCES.** No fences of any kind shall be installed, located, or constructed on or around any Site without the prior written approval of GP, which approval may be freely withheld or withdrawn at any time. No chain-link fences shall be allowed, and shrubbery, hedges or related landscaping around or in lieu of fencing will be preferred.

**5. SITE FURNISHINGS.** Furniture visible from a Common Area (e.g., on the exterior of a Mobile or the outdoor portion of a Site) shall be limited to commonly accepted patio furniture and a barbecue grill, all of which Guest shall keep in a well-maintained and neat condition. Exercise equipment, upholstered furniture, and appliances typically intended for indoors are not permitted outdoors on a Site; provided, that up to one refrigerator or freezer may be located on a Site subject to prior approval from the Manager, and then only when sited in accordance with the Site Standards (below) and located in the area of the Site that minimizes visibility of the refrigerator/freezer from Common Areas. Beach floats and related beach equipment may be stored on Site, outdoors, provided they are stored in a neat fashion, entirely on the Site, and in the manner least visible from the Common Areas (particularly, from the beach).

**6. STORAGE SHEDS.** No storage shed or large storage container ("**Shed**") may be located on a Site without prior approval from the manager of the location, design, and materials of the Shed, and then, any such Shed must be consistent with the following standards:

1. No more than one Shed on the Site (or, in the "A" area, in a designated area across from the Site, adjacent to the railroad tracks)
2. No Shed may be larger than 8' x 10'
3. The design, exterior materials, and color of the Shed must blend and be consistent with the Mobile on the Site (e.g., if the Mobile is brown and beige, the Shed should be brown and beige).
4. The Shed must be sited in a manner that has the least impact/visibility from the Common Areas, subject to compliance with all applicable setbacks.

5. Samples of preferred or acceptable Shed styles may be available from the Manager.

7. **OUTDOOR LIGHTING.** Night lighting should be designed for an intimate, aesthetic effect and should not be bright or obtrusive. Lighting should be shielded and directional, with preference afforded to incandescent, soft lighting. No colored (e.g., red, green, blue) lighting, florescent lighting, or other bright lighting that would detract from dark skies shall be situated on a Site.

8. **SATELLITE DISH/ANTENNA.** No Guest may have more than one (1) satellite dish on a Mobile or Site, and any such satellite dish must be 30” or smaller (“Satellite Dish”). The Resort may regulate the location and screening of any antenna, consistent with applicable law.

9. **SITE SETBACKS.** Upon request, if not set forth in the Guest’s rental agreement, the Manager will make available to a Guest a site plan showing the dimensions of the Guest’s Site. No Mobile—or any improvements and structures appurtenant thereto, including any deck, fence, patio, foundation, outbuilding, play house, impervious surface, dock, boathouse, bulkhead, shoring, Shed or other improvement or structure on any portion of the Site (collectively, “**Improvements**”) — shall be located on a Site unless compliant with the following setbacks and standards (“**Site Setbacks**”):

- a. No Mobile or Improvement shall be located within two (2) feet of the either side boundary line of the Site (such that a minimum clear, unobstructed space of at least four (4) feet exists between every Site) (“**Side Setback**”). No personal property (including bicycles, watercraft, toys), debris, material or equipment of any kind may be stored within the side setbacks between two Mobiles, nor may any Improvements, improvements, or structures of any kind encroach into such Side Setbacks. Mobile “pop-outs” shall be subject to, and prohibited within, the Side Setbacks.
- b. No Mobile or Improvement may exceed 15 feet in height, as measured from ground level, with prior written permission from the Manager.
- c. **Maximum Mobile Length.** Generally, the following reflect the maximum Mobile length (inclusive of tongue) permissible in the area specify, all subject to compliance with the Site Setbacks. Nothing herein shall be construed to authorize a Mobile of the maximum length specified, or to indicate that Mobile of such maximum length is approved or appropriate for the area:

ii.	Ice House Hill (A Area):	50 feet
iii.	Bay (B Area):	50 feet
iv.	Plateau (C Area):	50 feet
v.	Kokanee Camp (E Area):	38 feet
vi.	North Area:	60 feet
vii.	Cove (S Area):	35 feet
viii.	Point Areas:	32 feet
ix.	Lake View Area:	40 feet

10. **PRE-EXISTING STRUCTURES AND USES.** A Mobile or Improvement that was constructed prior to January 1, 2019 and with the written approval of the Manager (for which evidence of written approval can be provided) (“**Pre-Existing Structure**”) remains subject to compliance with all of these Design Guidelines; provided, however, that, as pertains to Standard 6 (Sheds), or 9(a)-9(c) (certain Site Setbacks), Manager will not take any enforcement action, if at all, with respect to a Pre-Existing Structure until the earlier of: (a) May 1, 2021; (b) removal of the Mobile or Improvement; (c) repair, alteration, or modification of the Mobile or Improvement, the total cost of which reasonably equals or exceeds 50% of the present value of the Mobile or Improvement; (c) sale of the Mobile; (d) destruction or damage of the Mobile or Improvement. In no event shall any changes be made to a Pre-Existing Structure that would alter or increase the nonconformity or be inconsistent with these Design Guidelines.

**EXHIBIT C**  
**RULES AND REGULATIONS**



These Rules and Regulations of Granite Point (“**R&Rs**”) apply to the Granite Point property situated at 41000 Granite Point Road, Loon Lake, Wa, 99148 (“**Resort**” or “**GP**”). All guests, invitees, visitors, customers, occupants, seasonal Guests, and other persons present on the Resort (collectively, “**Guests**”), shall be subject to these R&Rs, as such may be amended from time to time by the Board of Directors for Granite Point Park, Co. By being present on the Resort, each Guest is deemed agree to and covenant to uphold these R&Rs.

1. **GUESTS, GUEST CARS AND PARK FEES.** The Resort is private property, owned and managed for business purposes. No Guest may reside on the Resort or park any car on the Resort without the Guest and the vehicle being registered with GP and paying the applicable fees. Any vehicle that does not bear registration issued by GP will be presumed to be an unregistered vehicle, and GP may assess a fine, penalty, or take such action as reasonably necessary or appropriate or necessary to remove any unauthorized vehicle from the Resort, including towing. Any visitor who is not registered by virtue of a written agreement with GP to stay overnight in a mobile, cottage, or RV must vacate the Resort at dusk, and no event later than 10:00 PM.

2. **NOISE/QUIET HOURS.** Guests shall not allow any sound medium, including cell phones, radios, speakers, windchimes, television, or any audiovisual device, which can be heard or experienced in any Common Area, including outside of any cottage, mobile, RV, Site, or the immediate surroundings of the Guest. Quiet hours are between 10:00 p.m. and 8:00 a.m., and all Guests shall use best efforts to keep noise, including their voices, at low levels during such times.

3. **NO SMOKING.** The Resort is a “NO SMOKING” Resort. NO SMOKING OR VAPING OF ANY KIND OR SUBSTANCE IS PERMITTED IN ANY COMMON AREA WEST (LAKESIDE) OF THE RAILROAD TRACKS (including but not limited to, on lawns, beaches, and docks).

4. **DISRUPTIVE AND INAPPROPRIATE CONDUCT.** Guests shall not engage in any illegal conduct, or cause any unreasonable disturbance to other Guests of the Resort. Acts including physical or verbal fighting, stalking, harassment, intimidation, threats of any kind, intoxication, and obnoxious behavior commonly associated therewith is prohibited, and may subject a Guest to removal from the Resort. **THE RESORT HAS A NO TOLERANCE POLICY FOR PUBLIC INTOXICATION.**

5. **COMMON AREAS.** “**Common Areas**” are all areas of the Resort that have not been expressly delineated, through written agreement between GP and a Guest for a Guest’s exclusive Use. Common Areas include, but are not limited to the lawns, beaches, roadways, playgrounds, basketball courts, restrooms, store, launching area, docks, and areas of the resort available for use by Guests generally. Guests shall not modify, alter, make any improvements to or within any Common Areas, including removal or damage to any sign, fixture, vegetation, or structure. Prohibited actions include, but are not limited to removal of vegetation or trees from any Common Areas, carving of paths or trails through Common Areas (by vehicle or otherwise), constructing improvements of any kind or nature in Common Areas, or taking any action that would materially interfere with the use and enjoyment of Common Areas by other guests of the Resort. Guests shall not leave any of Guest’s personal property, including lawn chairs, awnings, storage chests, paddleboards, or beach floats in the Common Areas between the hours of 10:00 p.m. and 8:00 a.m. Property left in the Common Areas between the hours of 10:00 p.m. and 8:00 a.m. will be deemed abandoned and may be confiscated and disposed of by Resort staff. No

Guest may alter any structure or improvement in any Common Area, or install any outbuilding, deck, playhouse, impervious surface, dock, boathouse, bulkhead, shoring, or other semi-permanent or permanent improvement or structure in any Common Area. No jet skis, boats, paddleboats, kayaks or other watercrafts may be stored anywhere on the Resort or in the waters associated with the Resort except with a permit or pass issued by the Resort and payment of a fee for such storage in a designated area.

6. **BOATS AND PERSONAL WATERCRAFT.** No boat, jet-ski, personal watercraft, or boat trailer may be parked within the Resort, including on the beach, dock, or buoy unless with the express permission of the Manager, and then only in a designated area, and subject to payment of any applicable fee. No Guest shall moor or locate any personal watercraft/boats in a Common Area or in the waters associated with the Resort (including all waters below the line of navigation) without having registered the same with GP, and paying any applicable Resort fee, and then, any such watercrafts must be moored only in designated areas. No mooring buoys or similar obstructions may be placed in waters associated with the Resort (including all waters below the line of navigation). All Guests must pay the applicable fee for beaching, anchoring, docking or mooring boats.

7. **OUTSIDE STORAGE.** No personal property, including recreational equipment and machinery shall be stored in any Common Area absent Manager approval indicated through GP-issued identification on the personalty or written record with the Manager. Any personal property and equipment shall be located entirely within the boundaries of the mobile or RV Site or neatly beside the immediate exterior of the Cottage that is being rented to a Guest for Guest's exclusive use pursuant to a written agreement between GP and Guest ("**Site**"). All items stored outdoors within the parameters of the above, and consistent with applicable Design Standards of the Resort, shall be kept in a neat and clean fashion, obscured from view from all common areas of the Resort. No "indoor" furniture and appliances shall be kept on the exterior of a mobile, RV or cottage, unless expressly permitted in the Design Standards. No tarps shall be allowed. Any storage covers shall be fitted and of earth tones that blend in with the environment.

8. **TENTING.** No tenting or erection of any tent for sleeping purposes is allowed on any Site or anywhere in the Resort except with advance written permission of Management and then, subject to, at minimum, the following limitations: (a) the tent shall not be erected prior to dusk and must be removed no later than 9:00 am, and (b) the tent shall be used exclusively for sleeping purposes; and (c) the tent shall not be used to accommodate any persons other than the approved number and named individuals who have been preregistered for the cottage, mobile, or RV site.

9. **ANTENNAE; SATELLITE DISHES.** No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere in the Resort, unless the Manager of GP provides written consent, or applicable law dictates the allowance thereof.

10. **FIREARMS AND FIREWORKS.** Firearms and fireworks are strictly prohibited within GP. No firearms (including air guns) may be carried or discharged within the Resort.

11. **SEWER SYSTEM; WASHING MACHINES; GARBAGE DISPOSALS.** No Guest shall use any of the following on the Resort or dispose of any items in the sinks, drains, or toilets other than standard human waste, toilet paper, or waste water, including: chlorine bleaches (e.g. Clorox), phosphorous soaps; food scraps; plastic products; sanitary napkins; tea bags, cooking fats, cooking oils; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner; brushes); or any other item that would commonly be prohibited in a septic system. No washing machines are allowed in any Mobile, Cottage or RV without express written permission of Manager. Garbage disposals are prohibited.

12. **PARKING.** Any vehicle in the Resort not bearing proper Resort-issued identification may be removed or cited; no vehicle is permitted in the Resort unless it has been registered. Parking is allowed in

designated areas only. No Guest shall obstruct, with vehicle or otherwise, any roadway in GP at any time. Vehicles shall not be parked alongside roadways unless the area is designated as a parking area. No Guest may park on any portion of the beach. No Guest shall park or drive on any lawn or Common Areas.

13. VEHICLES; SPEED LIMIT. Speed limits are 5 mph unless otherwise posted. Motorcycles and all-terrain or similar vehicles are not permitted within GP. Incoming motorcycles must park in specified areas outside of main entry. Mopeds/vespas that do not create excessive noises may be permitted. Bicycles are permitted on roadways and bike park. No vehicles, including bicycles, on the beaches at any time.

14. GOLF CARTS. Gas power golf carts are prohibited. **No golf carts are allowed on the beaches (except in the launching area) or on any lawn areas. Golf carts shall be parked in designated parking areas.** Golf carts shall not be parked immediately in front of the Store or in any manner that interferes with ingress and egress by customers. No golf cart may be operated within the Resort unless the driver has a license, the operator has liability insurance and the cart is operated in full compliance with RCW 46.04.357 and RCW 46.04.295 for use within the Resort. Noisy, poor running golf carts are not permitted in GP. Golf carts shall be operated responsibly, and not overloaded with people or cargo.

15. FIRES; FIREPITS; BBQs. No Guest may start or maintain any open fire within the Resort. Except during times of burn bans, or publicly posted "GP Burn Bans," charcoal and wood burning is permitted in a fully enclosed container (including cover), lifted off the ground at least 12 inches. No Guest shall leave any fire container unattended, and Guest shall completely extinguish any fire/coals when finished. Any use of fire, even in an enclosed container during authorized periods, is at the Guest's sole risk and liability. No coals or ashes may be disposed of in trash containers unless such trash container is expressly labeled for such purpose.

16. PETS. Despite being dog/animal lovers, no pets (dogs, cats, birds, fish, or otherwise) are allowed in the Resort lakeside of the railroad tracks except for service animals recognized under Titles II and III of the Americans with Disabilities Act ("**ADA**"). *A dog whose purpose is to provide emotional support, but who has not been qualified as a service animal under the ADA (e.g., owner has a disability and pet has been trained to perform work or a task), is not permitted in the Resort.* Pets may not be left tethered on a Site, must not be disruptive to other Guests of the Resort, and must be properly controlled to prevent chasing wildlife or disturbing the peace. Pets shall be on leash while walking through the permitted areas. The Guest is responsible for picking up and disposing of pet waste in trash bins.

17. DIGGING. To prevent damage to underground pipes and wires, no holes may be dug for planting of trees and shrubs, construction of fences or supports, or for any other purpose without inspection and prior written approval by GP. Even with such GP approval, Guests must call the public locate service and obtain a GP-locate of GP utilities prior to digging.

18. TREES, VEGETATION, AND BANKS. No Guest shall remove or authorize removal of any tree anywhere on the Resort, *including within a Site.* Guests are responsible for evaluating the surroundings and making a choice on the Cottage or Site they rent, and assume all risks associated therewith. GP is not responsible for naturally occurring events, including pinecones, limbs, branches, or even a falling tree if such tree has not been identified by an arborist as a dead, dying, or dangerous tree in need of removal. If a Guest believes that a tree within a Site is dead, dying, or dangerous, Guest shall promptly notify the Manager so that a certified professional can make such a determination and arrangements can be made for removal where necessary. No Guest shall remove, damage, or degrade vegetation growing on any slope or hillside or in any Common Area. No Guest shall climb on or make trails through any hillside or bank.

19. NONRESIDENTIAL USE. No trade, craft, business, profession, commercial or similar activity shall be conducted in the Resort by any Guest, without the express prior written consent of GP, which consent

may be freely withheld or withdrawn at any time. Nothing herein shall preclude GP from engaging in its business, nor shall it preclude the occupant of a Site from handling professional phone calls or utilizing a personal office or computer for professional purposes.

20. **NO LIFEGUARD; ASSUMPTION OF RISK.** No lifeguards are on duty for the Resort, even in designated swimming areas. The Guest and any invitee of the Guest assumes the risk inherent with proximity to large bodies of water or engaging in swimming, boating, or other activities near or within the lake.

21. **SIGNS AND ADVERTISING.** Except as specifically permitted in any written agreement between Guest and GP, Guests shall not permit or allow any advertising medium to be placed on exterior walls or windows, on the sidewalks, parking lot areas, light poles, or Resort. Guests shall not display on their Site or in any Common Area any political signs, or any banners, pennants, trade or seasonal decorations of any size, style or material on the Resort, except in areas as may be designated by GP. Manager may, in its reasonable discretion require any Guest to remove any sign or similar medium on a Site that is visible from a Common Area.

22. **SOLICITATION.** Absent written consent from GP, which may be withheld or withdrawn at any time, Guest shall not, in or on any part of the Resort to which guest does not have a right of exclusive use: (a) solicit orders for sale or distribution of any merchandise, service, or other matter whatsoever, (b) exhibit any sign, placard, banner, notice or other written material on or outside the Site, except as permitted under the rental agreement, (c) distribute any circular, booklet, handbill, or other material, except for activities as approved in writing by GP; (d) solicit contribution or membership for any purpose.

23. **TRASH; RECYCLING.** Guests shall dispose of all trash in approved garbage containers. Guests shall not generate more waste than typical of the routine Guest use (e.g., limit trash to one container per week, no disposal of furniture, equipment, or other materials that do not fit within the trash can). Guests shall pay charges incurred by the resort for trash generated by the Guest that exceeds that allowed in a Rental Agreement, or which is deemed excessive for a day or Cottage use. Guest shall use good faith efforts to recycle all recyclable materials in compliance with applicable recyclable policies. Guests shall not deposit any hazardous waste or chemical within the Resort. Guests shall respect the Resort and use good faith, reasonable efforts to keep areas of common use in neat and clean condition.

24. **ABANDONED VEHICLES.** Parking of partially wrecked, inoperative, unlicensed, unsightly, or junk motor vehicles on any Site or in the Resort is prohibited. The Resort reserves the right to remove any abandoned vehicles at the Guest's sole expense; and, in entering onto Resort property, Guest authorizes the same and releases the Resort from any liability therefore.

25. **COMPLAINTS.** If you have cause for complaints with respect to facilities or activities within GP, please see the Manager of GP. Except for emergencies, Guest is encouraged to present complaints to GP in writing, signed, and dated. GP will attempt to remedy the situation, but GP is not obligated to do so unless otherwise required by the rental agreement or by law. GP believes, there are at least two sides to every story. Please be a good neighbor and work out issues at the lowest level.

26. **ENFORCEMENT; NO WAIVER.** VIOLATIONS OF ANY OF THE RULES AND REGULATIONS CONTAINED HEREIN MAY BE SUBJECT TO ENFORCEMENT CONSISTENT WITH ENFORCEMENT PROCEDURES SET FORTH BELOW, PROVIDED, HOWEVER THAT: (A) NOTHING HEREIN PRECLUDES OR LIMITS THE AUTHORITY OF GP, AS THE PROPERTY OWNER, TO TERMINATE ANY RENTAL AGREEMENT OR TO ORDER A GUEST TO PROMPTLY LEAVE THE PRIVATE PROPERTY OF GP, AS AUTHORIZED UNDER APPLICABLE LAW; AND (B) GP'S INTERMITTENT FAILURE TO ENFORCE CERTAIN R&Rs CONTAINED HEREIN SHALL NOT BE DEEMED A WAIVER OF THE SUBJECT R&R AS TO THE SUBSEQUENT ACTS OF ANY PERSON OR

ENTITY OR AS TO THE R&Rs IN GENERAL. NONE OF THE R&Rs SHALL BE DEEMED WAIVED AGAINST ANY PERSON OR ENTITY, OR AS TO EVERYONE, UNLESS SUCH WAIVER IS EXPRESSLY GRANTED IN WRITING BY GP, AND THEN, SHALL BE A WAIVER ONLY WITH RESPECT TO THE SPECIFIC MATTER OR MATTERS TO WHICH THE WAIVER RELATES AND SHALL IN NO WAY IMPAIR THE RIGHTS OF GP OR THE OBLIGATIONS OF THE OTHER PARTIES IN ANY OTHER RESPECT AT ANY OTHER TIME. Subject to the provisions set forth in the immediately preceding paragraph and all other rights and remedies afforded to GP pursuant to any rental agreement to which GP and Guest may be parties, GP will enforce the R&Rs in accordance with the following policy. GP, in its sole discretion, may (but shall have no obligation to) issue a warning notice to a Guest believed to be in violation of any of the R&Rs prior to imposing a fine or taking other enforcement action. GP, in its discretion, may, but shall not be required to, engage in the enforcement procedures set forth herein where the alleged violation is also a breach of, or default under, any separate written agreement between GP and Guest. A violation of these R&Rs shall constitute a breach of any rental agreement between GP and Guest.

28.1 Enforcement; Relation to Rental Agreement. The rights and remedies set forth herein are cumulative and in addition to all other rights and remedies of GP against Guest for a violation of a rental agreement. Nothing herein shall be construed to limit or restrict any enforcement rights or remedies of GP under any rental agreement with a Guest, or any rights or remedies available to GP at law or in equity. A violation of the R&Rs shall be deemed a default under any applicable rental agreement between Guest and GP. GP reserves the right to exercise all rights and remedies under the rental agreement for a violation of any of the R&Rs, including declaring Guest in default and terminating the rental agreement.

28.2 Assessment of Fines; Restrictions on Use; Self-Help. In addition to any other right or remedy available to GP, if a Guest violates any R&R, GP may remove or restrict the Guest from access to and use of the Resort. Any Guest violation an R&R shall be subject to a fine of \$100 per violation may be imposed against a Guest for the first offense. A fine of \$250 per violation may be imposed against a Guest for a subsequent violation of the same R&R. The foregoing notwithstanding, removal of a tree or vegetation in violation of the R&Rs will be subject to a fine of \$1000 per violation, with an obligation to replace the tree with one of a similar size and quality. Any fines which are not paid when due shall incur interest at the default rate of 12% or the maximum rate allowed under applicable law, whichever is less. In addition to assessing the fines contemplated herein, a Guest violating the R&Rs may be subject to any fines or penalties available under applicable law, including by way of example, treble damages associated with removal of a tree. If a Guest fails to correct a violation, or in lieu of, or in addition to assessing the fines or other remedies described herein, GP may cure the violation and assess all costs of so doing against the Guest, and GP may pursue all remedies available at law and in equity.

28.3 Notice of Violation; Dispute Resolution. When a violation of any R&R occurs and GP is assessing a fine or desires the Guest to correct the violation, GP will issue a written notice of violation (“**Notice**”) and deliver such Notice via one or more of the following means (each such means constituting “delivery” for purposes of this Section): (i) posting such Notice on the site that the Guest is occupying, (ii) hand delivering the Notice to the Guest (or to the Guest who has signed the R&Rs), (iii) mailing the Notice at the address on file with the Resort; or (iv) emailing the Notice to the Guest (or to the Guest who has signed the R&Rs) at the e-mail address on file with the Resort; or (v) placing the Notice on the vehicle of the Guest. The Notice will be addressed to the Guest whose name is on the rental agreement or other registration on file with the Manager—if such address is available, or otherwise contain the best information available (e.g., name/license plate) identifying the Guest; state the violation and the fine as well as the date on which such fine is due.

28.4 Grievance Procedure. If a Guest receives a Notice, then within three (3) days of the date that GP delivers the Notice to Guest, Guest may dispute the violation or explain the Guest’s position by notifying the Manager and Board in writing (either via hand delivery to the Manager of the Resort, or via email addressed



to both [directors@granitepointpark.com](mailto:directors@granitepointpark.com) and [manager@granitepointresort.com](mailto:manager@granitepointresort.com) ) of the basis for disputing the violation, and, if so desired, request a hearing (which hearing may, subject to Board availability, be conducted via conference call) before a quorum of the Board of Directors for GP (“**Hearing**”). If the Guest has timely requested the Hearing, then the Board shall set a time and date for such Hearing, which Hearing shall be held between the hours of 9:00 am and 5:00 p.m., Monday-Friday, unless otherwise mutually agreed by the Guest and the Board. The Guest shall be bound by the decision of a majority of the Board, any fines previously assessed shall be immediately due. Any subsequent violation of an R&R by the same Guest shall be subject to the same process set forth above, but with the fine being adjusted accordingly pursuant to the Fine Schedule.

## EXHIBIT D

### OFF-SITE STORAGE AGREEMENT

This Off-Site Storage Agreement is entered into by and between Granite Point Park Co., a Washington S Corporation (“GP”) and \_\_\_\_\_ (“Guest”)

WHEREAS, GP owns and operates a seasonal resort commonly known as Granite Point Resort, on Loon Lake, Washington.

WHEREAS, GP and Guest were parties to a Seasonal Site Rental Agreement (“**Seasonal Agreement**”) pursuant to which GP rented a mobile home site known as Site \_\_\_\_\_, Granite Point Resort, 41000 Granite Point Road, Loon Lake, WA 99148 (the “**Site**”) to Guest for the summer season.

WHEREAS, Guest owns a mobile home identified as \_\_\_\_\_, and Guest has constructed appurtenances to the mobile (collectively, “**Mobile**”), which as of the date hereof is situated on the Site.

WHEREAS, Seasonal Site Rental Agreement terminates on September 30, \_\_\_\_\_, and, if GP does not enter into this Agreement, Guest will be required to remove the Mobile on September 30, \_\_\_\_\_, which will be a significant expense to Guest.

WHEREAS, Guest desires and intends to enter a Seasonal Site Rental Agreement for the \_\_\_\_\_ Season, and as such, it will be a great convenience and cost-savings to Guest if Guest is able to leave the Mobile on the Site from October 1, \_\_\_\_\_ through April 30, \_\_\_\_\_ (“**Off-Season**”).

WHEREAS, Guest is aware that the Site will not be secured, maintained, or monitored during the Off-Season, and that there are numerous risks associated with leaving the Mobile on the Site, including severe weather, heavy snow, and vandalism.

WHEREAS, Guest desires to enter into this agreement, as a convenience to Guest, subject to the following terms and conditions.

NOW, THEREFORE, GP agrees to allow Guest to store its Mobile on the Site, and Guest desires to store its Mobile on the Site, subject to the following terms and condition.

1. In exchange for payment of \$\_\_\_\_\_, receipt of which is hereby acknowledged, GP allows Guest, at Guest’s sole risk, to keep its Mobile on the Site during the Off Season.

2. Guest acknowledges that, even if Guest has paid for Off-Season Storage, Guest will not have access to the Site or Mobile, or any right to use or occupy the Site, the Resort, or the Mobile during the Off-Season, without the prior written consent of GP, which consent may be withheld in GP’s sole discretion except as may be reasonably necessary for Guest to ensure the safety and security of the Mobile or in purposes of an emergency, such as for purposes of removing heavy snow or responding to force majeure events or concerns about safety and security, provided that in all events Guest shall be required to carry the insurance required under Section 8. Guest shall have no right to access the Site during the Off-Season for purposes of doing work on the Site or making Improvements or repairs.

3. NOTHING ABOUT GUEST’S PAYMENT OF THE OFF-SEASON STORAGE FEE SHALL BE DEEMED TO CREATE A RELATIONSHIP OF BAILOR-BAILEE BETWEEN GP AND GUEST. GUEST’S STORAGE OF THE MOBILE ON THE SITE DURING THE OFF-SEASON IS AT GUEST’S SOLE

RISK, AND OFFERED AS A CONVENIENCE TO GUEST. GUEST ACKNOWLEDGES THAT IT HAS THE OBLIGATION TO REMOVE THE MOBILE FROM THE SITE DURING THE OFF-SEASON, AND THAT BUT FOR GP'S WILLINGNESS TO ALLOW GUEST TO RETAIN THE MOBILE ON THE SITE AS A CONVENIENCE TO GUEST, GUEST WOULD INCUR SIGNIFICANT EXPENSE IN REMOVING THE MOBILE FROM THE SITE AND ARRANGING STORAGE ELSEWHERE DURING THE OFF-SEASON.

AS SUCH, GUEST WILL BE SOLELY RESPONSIBLE, AND ASSUMES ALL RISK AND LIABILITY FOR, ITS MOBILE DURING THE OFF-SEASON, INCLUDING ANY DAMAGE THAT MAY RESULT FROM SNOW, WEATHER, THEFT, OR CASUALTY. GP SHALL NOT BE LIABLE FOR ANY DAMAGE OR DESTRUCTION TO THE MOBILE OR ANY IMPROVEMENTS ON THE SITE, OR ANY PERSONALTY OF GUEST, UNLESS SUCH DAMAGE OR DESTRUCTION RESULTS FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GP, AND GUEST HEREBY AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY GP FROM AND AGAINST ANY CLAIMS, ACTION, INJURIES, OR DAMAGES THAT MAY RESULT FROM GUEST'S DECISION TO NOT REMOVE THE MOBILE DURING THE OFF-SEASON.

4. Guest shall carry general liability insurance with a minimum liability coverage of \$300,000 per occurrence, by a qualified insurance company, insuring all activities on the Site, and including a waiver of subrogation. Guest's insurance shall be primary with respect to any injury, damage, or claim occurring on the Site or arising out of or incident to use or occupancy of the Site, the presence of the Mobile on the Site, or the activities of Guest and Guest's permitted occupants and invitees on the Resort. Guest shall have GP named as an additional insured under the policy, and shall deliver to GP a certificate evidencing such insurance as a condition of this Agreement. Guest shall be responsible for carry all property insurance deemed necessary and appropriate to cover Guest's Mobile and other property and improvements on the Site.

5. AS A MATERIAL PART OF THE CONSIDERATION TO GP, GUEST HEREBY ASSUMES ALL RISK OF DAMAGE TO PROPERTY OR INJURY TO PERSONS IN, UPON, OR ABOUT SITE OR THE RESORT, AND TO THE MOBILE, FROM ANY CAUSE WHATSOEVER AND GUEST HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST GP OR THE GP PARTIES, EXCEPT FOR THE WILLFUL MISCONDUCT OF GP. GUEST HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD GP AND ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS ("**GP PARTIES**") HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, SUITS, DAMAGES, LOSSES, DEMANDS, INJURIES, LIABILITIES, COSTS, FINES, OBLIGATIONS, AND EXPENSES ("**CLAIMS**") ARISING FROM GUEST'S USE OF THE SITE, THE RESORT, AND ITS COMMON AREAS, INCLUDING USE BY GUEST'S VISITORS, INVITEES, LICENSEES, CONTRACTORS, EMPLOYEES, AGENTS, AND LICENSEES, AND BY GUEST'S PERMITTED OCCUPANTS (COLLECTIVELY, "**GUEST PARTIES**"), EXCEPT FOR GP'S WILLFUL MISCONDUCT. GUEST HEREBY AGREES TO HOLD GP AND GP PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND/OR OBLIGATIONS ARISING FROM ANY DEFAULT BY GUEST OR THE GUEST PARTIES UNDER THIS AGREEMENT, OR ARISING FROM ANY ACT OR NEGLIGENCE OF GUEST OR THE GUEST PARTIES, AND FROM ALL COSTS, DAMAGES, INJURIES, ATTORNEY FEES, AND LIABILITIES INCURRED IN OR ABOUT THE DEFENSE OF ANY SUCH CLAIM. GUEST, UPON NOTICE FROM GP, SHALL DEFEND THE SAME AT GUEST'S EXPENSE BY COUNSEL REASONABLY SATISFACTORY TO GP.

**Guest:**

\_\_\_\_\_  
Date: \_\_\_\_\_

---

Date: \_\_\_\_\_

**GP:**

**GRANITE POINT PARK CO.:**

---

**By:** \_\_\_\_\_

**Its: Resort Manager**  
41000 Granite Point Road  
Loon Lake, WA 99148  
Phone: (509) 233-2100  
E-Mail: [manager@granitepointresort.com](mailto:manager@granitepointresort.com)