
GRANITE POINT

THE RESORT ON LOON LAKE

EST. 1921

OFF-SEASON STORAGE AGREEMENT

(2023-2024)

This Off-Season Storage Agreement is entered into by and between Granite Point Park Co., a Washington S Corporation dba Granite Point Resort (“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 are parties to a Seasonal Site Rental Agreement, as amended (“**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 that is identified in the Seasonal Agreement, 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, 2023, and, if the Parties have not entered into this Agreement on or before such date, Guest will be required to remove the Mobile on or before September 30, 2023, which will be a significant expense to Guest.

WHEREAS, concurrently with the execution of this Off-Season Storage Agreement, Guest is entering a Seasonal Site Rental Agreement for the 2024 Season, and as such, it will be a convenience and cost-savings to Guest if Guest is able to leave the Mobile on the Site from October 1, 2023 through April 30, 2024 (“**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 \$420, receipt of which is acknowledged by GP’s execution of this Off-Season Agreement, 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 (including via email), 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. 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 without the express written consent of GP (including via email), which consent may be withheld in GP's sole discretion.

3. Contemporaneously herewith, and as a condition precedent to this Agreement, Guest is executing an Amendment to and Renewal of the Seasonal Agreement.

4. 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.

5. 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.

6. 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
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Loon Lake, WA 99148
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