

## ACCESS AGREEMENT GRANTING RIGHT OF ENTRY

This Access Agreement Granting Right of Entry (“Agreement”) is made by and between the following (collectively, the “Parties”): \_\_\_\_\_ (“Licensee”) and White Rock Boathouse, Inc., a/k/a www.rowtherock.com (“WRBH”). The Parties enter into this Agreement pursuant to Licensee’s request for access to and use of the east wing of the White Rock Boathouse located at White Rock Lake in Dallas, Texas, comprising 16 bays with access to White Rock Lake (hereinafter, the “Property”), for the purpose of storing a kayak, canoe, rowboat, or other nonmotorized paddle- or oar-propelled watercraft, along with any associated equipment, such as paddles, oars, lifevests, helmets, etc. (collectively, “Boat”).

1. GRANT OF LICENSE. Subject to the further provisions of this Agreement, WRBH grants a nonexclusive, revocable license to Licensee to enter the Property for the purpose of storing a Boat. This Agreement is only a temporary license to enter the Property and is not a grant of an easement or any other interest in the Property. This Agreement does not grant a right to exclusive use of any particular part of the Property. Licensee understands and agrees that other Licensees will have access to the Property.

2. LICENSE FEE. Licensor shall pay WRBH \$300.00 per year, plus any applicable taxes, for each Boat stored at the Property. The license fee for each Licensee shall be prorated so as to reflect the term of the Agreement set forth in paragraph 4, below. This Agreement, and the license granted hereby, shall not be effective until the license fee is received by WRBH.

3. TERMS OF LICENSE.

A. The license granted by this Agreement entitles Licensee to the combination to the lock on one door of the Property, or other similar means of access to the Property. The license does not grant Licensee any right to enter the west wing of the White Rock Boathouse, access to which is restricted to member of WRBH.

B. Licensee bears sole responsibility for the security and safety of Licensee and of Licensee’s property, including Boat(s). This Agreement, and the license granted hereby, shall not be effective until the execution by Licensee of a WRBH Release, Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement.

C. Licensee may not use the license granted by this Agreement to gain access to the Property by any other person (hereinafter, “Invitee”), unless (1) Licensee accompanies Invitee, and (2) Invitee executes a WRBH Release, Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement prior to entering the Property. Licensee shall not assign the license granted by this Agreement without the written consent of WRBH.

D. Licensee shall, at the bottom of this Agreement, describe the Boat(s) to be stored at the Property with sufficient particularity to allow WRBH to identify it/them as Licensee’s property.

4. TERMINATION/REVOCATION FOR CAUSE. This Agreement shall automatically terminate on December 31 of the year of its execution. The license granted by this Agreement may be revoked for cause at the discretion of WRBH for any of the following reasons: (1) violation of any term of this Agreement; (2) any act or omission on the part of Licensee which results in

damage to or destruction of the Property or of any personal property stored in or located at the Property; or (3) violation of any law, rule, or ordinance of the City of Dallas or the State of Texas when on, in, or around the Property. Upon termination or revocation of the license granted by this Agreement, WRBH may remove Licensee's Boat from the Property and/or secure it to or within the Property to the exclusion of Licensee.

5. **CONDITION OF PREMISES.** Licensee has examined and accepted the Property in its present as is condition, and accepts the condition of the Property. WRBH makes no representation or warranty about the condition of the Property nor about its fitness for any purpose. The Parties acknowledge that the Property is subject to flooding. Licensee shall not make any alterations, additions, or improvements to the Property without the written permission of WRBH.

6. **GOVERNING LAW.** This Agreement will be governed by the laws of Texas. If any term or provision of this Agreement is found to be unenforceable or void, the term or provision concerned will be construed as enforceable to the maximum extent allowed by law, and the remainder of this Agreement will remain in full force and effect. Licensee agrees that the exclusive venue for any dispute arising out of the relationship of the Parties to this Agreement will be Dallas County, Texas.

7. Licensee certifies that he/she is at least 18 years of age and legally competent to sign this Agreement, understands that the terms of this Agreement are legally binding, and that Licensee has signed this Agreement freely and without being subject to duress. Licensee agrees that in signing this Agreement, he/she has not relied on any representation, oral or otherwise, not contained in this Agreement, and that the terms of this Agreement may not be modified, amended, or changed without the written consent of WRBH.

Signed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE OF LICENSEE:

SIGNATURE OF WRBH  
REPRESENTATIVE:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

DESCRIPTION OF BOAT(S):