

- **LCH BOATER'S AGREEMENT ADDENDUM** -

(Revised 1/18)

The purpose of this addendum is not to scare or chase away our Boating Guests. It is to bring to your attention the potential dangers and risks of boating on Lake Champlain. Any large body of water (like Lake Champlain) has the risk of fast changing, weather conditions. The lake can be perfectly calm and become extremely choppy very quickly. Always be prepared. We hope this addendum will help to protect Your Family, Your Boat & the Docks we provide to all guests.

Please read, fill out and sign below.

BOATERS SECURITY DEPOSIT: An additional \$500 Security Deposit is required from all of our Guests with overnight boats of 17 feet and more. Please understand this is ONLY a "security deposit". If there is no damage to the docks then it will be returned.

The Lake Champlain House provides 70+ feet of aluminum floe docks which are very expensive to repair/replace. We also provide a professionally installed mooring which is rated to handle up to 30ft boats. Boating use of LCH docks and mooring are at your own risk, and come with no guarantees.

EXTREME WEATHER: It is REQUIRED that ALL acceptable boats be tied to the mooring or placed back on boat trailers 1) at night, 2) when guests are away for the day, or 3) during any "Extreme Weather Conditions". The public boat launch is a very short distance away. Your boat would be much safer riding out any "extreme conditions" on land. Boating Guests are to provide and use their own fenders to protect their boats and docks from damage. The mooring and docks are to use at your own risk and come with no guarantees.

A WORD OF CAUTION: Lake Champlain is a large body of water that demands the respect of the most experienced of boaters. The Lake is very close to the mountains and a storm can sneak up, come over the mountains, and drop down on the lake very quickly. Before boating all boaters should check the weather stations and watch for potential thunderstorms. Traveling any serious distance by boat can be risky. Also, please note there are some local "REEFS" (Point Au Fer Reef) that cause major problems to inexperienced boaters. We have provided a map of the lake in the Boat Shack, and we highly recommend viewing.

INDEMNIFICATION OF OWNER: All Guest Boaters agree to indemnify and save Owners free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with the docks and mooring.

Boating Guest of the Lake Champlain House agree to surrender property in the same condition as at commencement of the rental period. Any damages include accidental breakage or damages to the property in excess of "normal wear and tear". Boating Guest agrees to, and will reimburse Owner (LCH) the amount (minus security deposit) to repair any damage to docks (materials & labor), or for the cost to purchase any new docks for docks damaged beyond repair. Boating Guest agrees that the Clinton County, NY Courts have complete jurisdiction over any dispute. If any attempts to recoup any such costs fail, the Guest will reimburse Owner damages plus reasonable attorney's fees.

Make /Model of Boat(s): _____

Boat(s) Length: _____

Year of boat(s): _____

Check Number: _____ **Amount:** _____

(Please note, because of this addendum and our efforts to "Scare or strongly Caution" our guest about the dangers of boating on Lake Champlain, we have NEVER had damage to our docks, or the boats of our guests. All docks & swim float go in the water when the weather & the lake levels will allow. They typically go in mid June, and are removed mid-late September)

Signature: _____

***Signing this Addendum means you have read and understand the contents.**