

**Beaumont's Seven  
Harbors White & Duck  
Lake Association**



**Temporary Outlot Use  
Agreement**

HOMEOWNER \_\_\_\_\_ acknowledge that Beaumont's Seven Harbors White and Duck Lake Association of Highland, Michigan (hereinafter 7 Harbors) is extending a special privilege in allowing: \_\_\_\_\_ (Homeowner) to use \_\_\_\_\_ which is owned by Beaumont's Seven Harbors White & Duck Lake Association. In consideration of the permission to use Beaumont's Seven Harbors White & Duck Lake Association property, HOMEOWNER agrees and represents the following:

1. **Release.** Homeowner and his/her Contractors do hereby release, acquit and forever discharge 7 Harbors and its members, managers, officers, Board of Trustees and representatives from any and all claims, demands, damages, judgments, executions, expenses, and costs including, but not limited to, court costs and attorneys' fees, liens, rights of action or causes of action, suits at law or in equity, present or future, whether the same be known, anticipated or unanticipated which the undersigned now has or may hereafter accrue, including but not limited to those arising out of or related to any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the use of the out lot owned by 7 Harbors.

2. **Indemnification.** Homeowner and its Contractors hereby agree to indemnify, defend and hold harmless 7 Harbors and its members, managers, officers, Board of Trustees and representatives from and against any and all claims, demands, damages or loss to persons or property, including but not limited to death, illness or injury of any person, including reasonable attorney's fees suffered by 7 Harbors, directly or indirectly, under any theory of liability, relief or recovery, insofar as such damages arise out of or in connection with Homeowner's use of 7 Harbor's property.

3. **Materials and Equipment** It shall be the responsibility of Homeowner and its Contractors to ensure materials and equipment that have been used on the property of 7 Harbors be removed daily.

4. **Access by 7 Harbors Members.** For the duration of this agreement, at all times there will be acceptable and safe access for 7 Harbors members to the canal/lake.

5. **Insurance.** Homeowner and its Contractor shall maintain liability insurance covering its intended action of use of the 7 Harbors property and shall name Beaumont's Seven Harbors White & Duck Lake Association as an additional insured. The insurance shall be for not less than \$1,000,000.00 in the event of bodily injury, including death, and \$500,000.00 in the event of property damage arising out of the work performed by the Homeowner or contractors employed by the Homeowner directly or indirectly, and shall furnish evidence of said insurance. Beaumont's Seven Harbors White & Duck Lake Association  
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6. **Duration of Agreement.** This agreement between 7 Harbors and said Homeowner shall be from date of signatures to \_\_\_\_\_ and may be extended upon agreement of the parties.

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7. **Return to prior condition.** Homeowner agrees to return the outlot to a condition that is the same or better than the condition the outlot was in prior to the Homeowner's use of the lot. Any change in the landscape design of the outlot must be submitted to 7 Harbors Board of Trustees for approval. Repairs shall include, and not be limited to, fill in and re-sod of the area damaged by the Homeowner's use of the lot. Any repairs needed to the 7 Harbors property will be completed prior to the completion date in paragraph 6. The documented repairs will carry a one year warranty starting on the completion date. Any request for additional time must be submitted in writing to the 7 Harbors Board of Trustees 10 days prior to the completion time.

8. **Termination.** This license may be terminated by 7 Harbors upon written notice to Homeowner.

9. **Donation.** Homeowner agrees to donate \$\_\_\_\_\_ to Beaumont's Seven Harbors White and Duke Lake Association in appreciation of the permission granted by 7 Harbors.

**Agreement:**

BEAUMONT'S SEVEN HARBORS

HOMEOWNER

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Association President

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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