LAUNCH AGREEMENT FOR AVON LAKES VILLAGE HOMEOWNERS' ASSOCIATION

This Launch Agreement ("Agreement") is made and entered into as of_____, by and between _____ ("Homeowner"), and Avon Lakes Village Homeowners' Association("Association").

Recitals

Homeowner desires to use Mackwood Park (the "Site") to launch their boat or other watercraft (the "Purpose").

Association is willing to consent to Homeowner's use of the Site in connection with the Purpose, all on the terms set forth in this Agreement.

THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Homeowner and Association agree as follows:

1. **Boat Launch Conditions**. Association hereby consents to Homeowner's use of the Site solely in connection with the Purpose, subject to the satisfaction of the following terms and conditions: (a) Homeowner shall only be permitted to use the Site in connection with the Purpose two (2) times per year (each, a "Boat Launch"); (b) Prior to each such Boat Launch, Homeowner shall provide Association three (3) days' advance written notice of its intent to use the Site, together with the expected date of the Boat Launch ("Notice of Intent"); and (c) A board member of the Association must be present during each Boat Launch. Notice of Intent shall be deemed sufficiently given for all purposes if delivered in person or by e-mail to Bruce Graves, 2123 Avon Lake Ln, Rochester Hills, MI, 48307 brucegraves12@hotmail.com

2. **Termination**. This Agreement may be terminated at any time and for any reason by either Homeowner or Association upon five (5) days' written notice to the other party. Section 3 shall survive any termination of this Agreement.

3. **Limitation of Liability; Indemnification**. Homeowner acknowledges and agrees that Homeowner shall be solely responsible for any and all damages arising out of or relating to this Agreement, any Boat Launch or any of Homeowner's other use(s) of the Site, including without limitation, damages to the Site's grass, grade, irrigation and/or retaining wall. Homeowner further acknowledges and agrees that the Association shall have sole authority to retain a contractor of its choosing to repair any such damages, all at Homeowner's sole expense. Under no circumstances shall Association be liable to Homeowner for any direct, indirect, incidental, special, punitive or consequential damages of any type arising out of or relating to this Agreement, any Boat Launch or any of Homeowner's other use(s) of the Site. Homeowner further acknowledges and agrees that Homeowner shall indemnify, defend, and hold harmless the Association and its board members, officers, employees, attorneys and representatives, from, against and with respect to any claim, liability, obligation, loss, damage, cost or expense (including without limitation reasonable attorneys' fees and expenses) of any kind or character, arising out of or in any manner incident, relating or attributable to any alleged or actual act or omission of Homeowner involving a breach of any covenant, agreement, obligation or condition under this Agreement.

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to any conflict of laws principles. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Homeowner shall not assign this Agreement or any of its rights hereunder without Association's prior written consent. This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter hereof, supersedes all prior or contemporaneous agreements or understandings between the parties hereto, whether written or oral, regarding the subject matter hereof, and may be amended, supplemented or modified only in writing signed by Association and Homeowner. This Agreement may be executed in counterparts (including counterparts delivered via fax or e-mail), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

The Homeowner and Association have executed this Agreement as of the date first written above.

Homeowner:

_____

Association:

Avon Lakes Village Homeowners' Association

By:_____

Bruce Graves, its President