

Boat Slip Rules & Regulations and Request Form Packet

For the year 2026



Misty Waters

Townhouse Community
780 Hamilton Road
Blountville, Tennessee
mwhoatn.com

Boat slip applicants,

Boat slips at Misty Waters are reserved for all Misty Waters Homeowners and Residents. This packet contains the Rules & Regulations and the form you need to fill out for requesting the use a boat slip.

All boat slip users must read and adhere to Rules & Regulation in this packet, along with all posted signs in the boat storage area and dock area at Misty Waters.

Please complete a “Boat Slip Request Form,” included in this packet and submit it with your watercraft’s registration and your current Proof of Insurance. Boat slips can not be used without the proper documentation on file with MWHO A.

A \$150.00 fee is required when signing a Boat Slip Assignment Agreement between the homeowner/tenant and MWHO A. This fee covers all future and ongoing maintenance for the boat docks. Without this fee, we cannot maintain the docks and may have to close them if the structure is not suitable for use.

Thank you for your cooperation, and we wish you all a safe and happy boating season.

Best Regards,
Misty Waters Board of Directors

Email: mwhoa@mwhoatn.com
Website: mwhoatn.com

Rules & Regulations for Boat Slips and Docks

For the year 2026



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Boat slips are for the sole use of the watercraft listed on the Boat Slip Assignment Agreement. No exceptions are allowed without the written approval of the Misty Waters Homeowners Board of Directors.

1. All Guests must be accompanied by registered slip lessee on all docks.
2. One watercraft per slip.
3. Guests must be accompanied by the homeowner or tenant on all docks.
4. Children under 16 must always be accompanied by an adult.
5. Overnight docking of guest watercraft is not allowed unless prior arrangements are made with the board before docking.
6. Glass items are prohibited on docks according to State Law.
7. All areas must be kept clean and free from debris and personal items.
8. Items that remain will be treated as trash and discarded. **You bring it, you take it.**
9. All trash must be placed in the dumpsters at the end of the walkway.
10. Swimming or diving from docks is not permitted.
11. Open flames on docks are prohibited.
12. Dogs must be leashed on docks.
13. Fishing is not permitted from boat slips.

Failure to adhere to the following Rules and Regulations will result in the suspension of Misty Waters Dock Privileges.

Boat Slip Rules & Regulations Agreement

For the year 2026



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General Terms of Agreement:

Slip Assignment: The Lessor leases to the Lessee slip space number ____ at Misty Waters, 780 Hamilton Road, Blountville, Tennessee, 37617.

- (a) **Term:** The term of this Lease Agreement shall be for a term of one (1) boating season on Boone Lake commencing on April 1, 2026, and shall expire on September 30, 2026. Upon termination of this Lease, the Lessee shall deliver possession of the slip back to the Lessor.
- (b) **Fees:** Rental Amount \$150.00 for season payable in full at time of acceptance and slip assignment.
- (c) **Misty Waters Homeowners Association** may at its discretion cancel or terminate this Lease Agreement and retain the entirety of the rental amount of this Lease Agreement for nuisance or abuse, including but not limited to major repairs, painting or any other infractions deemed by the board to be a nuisance to the other residents of the Association.
- (d) **Cancellation:** In the event this Lease Agreement is cancelled for any reason, the Lessee agrees to remove the watercraft from the boat slips upon demand of the Board. Otherwise, the Lessee authorizes the Board to remove the watercraft by towing or other means and agrees that the Lessor, its Board, its agents or its employees shall **NOT** be liable for any damages whatsoever cause by the removal of said watercraft.
- (e) **Docks and walkways** are to remain clean and free from all personal belongings. Lessee may **NOT** make any alterations, permanent or otherwise to the leased dock without the expressed written permission of the Misty Waters Homeowners Association Board.
- (f) **Insurance:** At all times the Lessee shall maintain a watercraft insurance policy with an insurance company licensed to conduct business in the State of Tennessee and have it on file with this Lease Agreement.
- (g) **Indemnification:** This Lease Agreement does not establish or imply a bailment between the Lessor and the Lessee. The Lessee assumes all risk of loss, damage or injury to any person or property, including Lessees' watercraft arising out of the use of the boat slip provided under this Lease Agreement. Neither the Misty Waters Homeowners Association, Lessor, nor the Board, it's Directors, Officers, Agents or employees shall be liable to the Lessee for any claims for such loss, damage or injury resulting from theft, fire, flooding, or any other cause. By signing this Lease Agreement, the Lessee waives any such claims against all those individuals and entities.
- (h) **Legal Fees:** Misty Waters Homeowners Association, Lessor is entitled to collect any legal fees incurred in the enforcement of the Lease Agreement. Any legal fees and delinquencies for lease fees under this Lease Agreement can be collected from the Lessor in the same manner as any other fees or assessments provided under the Misty Waters Homeowners Association's declarations and bylaws.
- (i) **Rules and Regulations Governing Misty Waters Boat Slips and Docks:** The Lessee acknowledges that they have read, understand, and will abide by the "Rules & Regulations Governing the Misty Waters Boat Slips and Docks" which are hereby incorporated into and are an integral part of the Lease Agreement.

- (j) **Acknowledgement:** The Lessee acknowledges that they have read, understand, and declare themselves knowledgeable of the content of this Lease Agreement and agree that any violation to the Lease Agreement or Rules and Regulations Governing the Misty Waters Boat Slips and Docks will permit the Lessor to terminate this Lease Agreement. Lessee and guests also agree to comply with all local ordinances and State laws for boats and watercraft, including permits, inspections, fees, and licenses necessary for operating a boat or watercraft in Tennessee, and more specifically on Boone Lake in the State of Tennessee.

ACCEPTANCE:

LESSEE SIGNATURE

LESSOR AGENT'S SIGNATURE

LESSEE NAME (PRINTED)

LESSOR AGENT'S NAME (PRINTED)

DATE

DATE

Boat Slip Application

Year 2026



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780 Hamilton Road
Blountville, Tennessee
mwhoatn.com

Boat Slips are reserved for Homeowners and Tenants who are Full Time Residents of Misty Waters.
The Watercraft that is listed on this application must be registered to said Homeowner or Tenant.

PLEASE PRINT LEGIBLY, PLEASE USE INK

Date Application Submitted: _____ Unit #: _____

Homeowner/Tenant: _____

Make/Model/Year of Watercraft: _____

Color/ Length/Distinctive Features: _____

Registration/Tag Number: _____ State: _____

Name & Address on Watercraft Registration: _____

Insurance Company: _____

Insurance Policy Number: _____

Please provide the following documents with this request:

1. Copy of Watercraft Registration
2. Copy of Watercraft Current Proof of Insurance

FOR OFFICE USE ONLY

Date Request Received: _____

Date Watercraft Registration Received: _____

Date Current Proof of Insurance Received: _____

Approval by: _____ Slip # Assigned: _____

Fee Amount Collected: _____ Date: _____

Fee Exchange Form: Check Money Order Cash