

LICENSE
BOARD OF COMMISSIONERS
Rushford Lake Recreation District
P O Box 82
Rushford, NY 14777

This agreement is made between RUSHFORD LAKE RECREATION DISTRICT, "Licensors" and

_____, residing at _____,

"Licensees". Rushford Lake in the Towns of Rushford and Caneadea, Allegany County, New York, and the adjacent lands are owned and operated by the Rushford Lake Recreation District, said lands being described in Deed recorded in Allegany County Clerk's Office in Liber 799 of Deeds, page 77 "premises". Licensees are owners of land located nearby and have erected a _____ on the premises of Licensors, "encroachment", a sketch of which is attached hereto showing actual measurements and location of adjoining properties. Licensees desire that Licensors permit said encroachment, and permit Licensees access hereto as well as use of Rushford Lake. Licensors are unwilling to do so unless Licensees agree to certain conditions. Therefore, the parties agree as follows:

Licensor grant to Licensees a license to (a) maintain the encroachment, (b) use Rushford Lake for boating, fishing, and swimming and (c) cross the premises of Licensors and have the nonexclusive use of Licensors property to the water's edge and, taking into consideration the reasonable usage rights of neighboring property and other Licensees, to exercise (without injury thereto) the privileges granted herein, except upon such parts of said premises as Licensors may fence and/or post and/or license or lease to others. The grant of the right to use said property shall not entail a right to post, fence or in any way take physical action which would seek to delineate a Licensees region of use. The grant of a right to use said property does not extend to a right as against the Rushford Lake Recreation District, its employees, agents or anyone performing a service for said Rushford Lake Recreation District. This grant is revocable at the will of the Board of Commissioners of the Rushford Lake Recreation District and a condition of this grant is that the property to be used is adequately maintained. This license is personal to Licensees and is nontransferable.

The encroachment referred to herein is located on a trail end, right of way or stub trail and this license is issued to the Licensees for their exclusive use. If this is a community dock or shared dock, all Licensees have equal use of said dock. In the event the Licensees allow another lake resident the use of their dock, boat slip or lift for the purpose of keeping a boat, the Licensees shall immediately notify the Licensor, in writing, of the same. Failure to do so may result in the termination of Licensee's interest.

In the case of a community or shared dock, this license can be revoked if the Licensees show unwillingness, without just cause, to help in the normal maintenance of said dock.

With respect to community docks, the Rushford Lake Recreation District recognizes the fact the Community Dock Associations have their own rules and regulations. Each community dock association shall appoint one individual who shall have the responsibility of speaking for the membership of said association. Any and all rules and regulations affecting community dock associations must be filed in writing with the Rushford Lake Recreation District and as such will be considered a part of this license subject to the approval of the Board of Commissioners and with the exception that the Board of Commissioners of the Rushford Lake Recreation District has the exclusive right to issue and/or revoke a license. Herein nothing can be constructed, placed or planted on the premises of Licensors without written consent of Licensors except that maintenance of existing property does not require written consent.

In the event Licensee sells real property in the Rushford Lake Recreation District with which there is associated a license, the new owners of said property must apply to the Rushford Lake Recreation District for a new license within ninety (90) days from the date of transfer. Failure to do so may result in the termination of said license or the reassignment of said license of another property owner.

This license may be revoked or terminated, for any reason with or without reason, at any time, by Licensors or either of them or by their successors or assigns by mailing written notice thereof to Licensees at the above address.

Licensees accept this license and agree to use (or permit the use of) said premises of Licensors at their own risk. Neither Licensors nor their officers, agents, employees or servants shall under any circumstances be liable for injuries to or death of any person, or for damages to any property (a) which in any way arises out of or is connected with, directly or indirectly, (1) this license, (2) the use of or activities upon the premises of Licensors by Licensees or their invitees, or (3) the exercise, properly or improperly, of the privileges granted herein, (b) regardless of (1) defective condition of the premises of Licensors, (2) operations of Licensors, including but not limited to raising or lowering of the water level at any time, (3) any fault, negligence or improper conduct on the part of Licensors or their officers, employees, agents, servants, contractors, lessees or Licensees, or (4) any other factor; Licensees agree to indemnify and hold harmless Licensors (including their officers, employees, agents and servants) against any claim, liability and expenses in connection with any such injury, death or damage.

Licensees covenant that the activities or uses by them affecting Licensor's premises (past, present or future) shall not, at any time, be deemed, or construed to be, hostile possession of any portion of the premises of Licensors.

Licensees agree not to permit (a) wastes of any nature from their premises to flow directly into Rushford Lake, (b) inadequately treated or processed wastes of any nature from their premises to flow directly or indirectly into Rushford Lake, and pollute or befoul the premises of Licensors. Failure to cooperate with the Rushford Lake Recreation District Commissioners, employees, or their agents will cause this License to be revoked.

Waiver for any period of time of any part of their rights hereunder by Licensors shall not constitute or imply a waiver of (a) the same right (1) on any subsequent occasion or (2) at any subsequent time, or (b) any other right hereunder. Any and all prior licenses relating to the use of the premises of Licensors by Licensees are hereby revoked.

RUSHFORD LAKE RECREATION DISTRICT

Dated: _____

By _____

X _____

X _____

Licensee Sign Here

APPLICATION FOR A LICENSE

Submit \$25.00 (twenty-five dollar) application fee – (nonrefundable)

1. Property location?
2. Lake Area
3. Does property abut Rushford Lake Recreation District Property?
4. Do you presently have a license in your name?
5. Is this your first application?