

## ASSIGNMENT OF SLIP LEASE

This ASSIGNMENT OF SLIP LEASE (“Assignment”) is dated and effective as of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ (“Assignor”), \_\_\_\_\_ (“Assignee”) and Ogden Pineview Yacht Club, a Utah non-profit corporation (the “Club”).

### WITNESSETH:

WHEREAS, Assignor is or historically has been a member of the Club, which Club maintains and operates a dock and slips on Pineview Reservoir, located in Weber County, State of Utah; and

WHEREAS, the Club has leased Slip No. \_\_\_\_\_ (the “Slip”) to Assignor pursuant to a lifetime lease (the “Lifetime Lease”), which permits Assignor the exclusive right of use of the Slip and, among other obligations set forth in the Club’s Rules and Regulations, obligates Assignor to pay additional dues to the Club and care for and maintain the Slip in a safe and usable condition; and

WHEREAS, the Assignor desires to assign his/her Lifetime Lease to the Slip to Assignee, a member of the Club who qualifies to lease a slip, and Assignee desires to acquire such lifetime lease and assume all of the liabilities and obligations associated with the Slip, all pursuant to the terms and conditions of this Assignment;

WHEREAS, any assignment of a lifetime lease of a slip requires the approval of the Club pursuant to the Bylaws and Rules and Regulations of the Club, and the Club desires to approve of this Assignment.

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter specified which each of the parties acknowledges and agrees to be adequate consideration for the agreement hereinafter specified, the parties hereto agree as follows:

1. **Assignment.** For \_\_\_\_\_ and other good and valuation consideration, Assignor does hereby assign, set over, transfer and convey to Assignee all right, title and interest Assignor has in, to or arising under the Lifetime Lease of the Slip. Assignor represents and warrants to Assignee that (i) Assignor has the full right and power to make such assignment; and (ii) the Lifetime Lease is in full force and effect.

2. **Acceptance and Assumption.** Assignee does hereby accept the Assignment specified in paragraph 1 hereof and assumes and agrees to perform faithfully each and every term, covenant and condition of the Lifetime Lease, the Bylaws of the Club and the Rules and Regulations of the Club, including without limitation those terms relating to the use and maintenance of the Slip to be performed from and after the date hereof.

3. **Consent of Club.** The Club does hereby consent to the Assignment of the Lifetime Lease of the Slip to the Assignee.

Executed by the parties on the day and year first above written.

ASSIGNOR:

\_\_\_\_\_  
[Insert Assignor name]

ASSIGNEE:

\_\_\_\_\_  
[Insert Assignee name]

CLUB:

Pineview Yacht Club, a Utah non-profit corporation

By: \_\_\_\_\_

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

As its: \_\_\_\_\_