

**AGREEMENT FOR THE  
LEASE AGREEMENT OF THE BROADWATER COUNTY BOAT DOCKS at CANYON  
FERRY RESERVOIR  
between  
BROADWATER COUNTY  
and  
Canyon Enterprise, Inc.**

THIS AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE BROADWATER COUNTY BOAT DOCKS by and between BROADWATER COUNTY, a political subdivision of the State of Montana, and Canyon Enterprises, Inc, is made this 12th day of , 2023.

**RECITALS**

WHEREAS, the real property shown as shown on Exhibit A, attached hereto and incorporated herein, is identified as Broadwater County Boat Docks at Broadwater Bay, Canyon Ferry Reservoir;

WHEREAS, the County desires to enter into this Lease Agreement with Manager the Broadwater County Boat Docks at Broadwater Bay for public recreation and resource uses;

NOW, THEREFORE, in consideration of the promises and mutual commitments set forth below the County and Manager agree as follows:

1. **Definitions.** When used in this Agreement, the following terms shall have the following meanings:
  - 1.1 **Agreement** shall mean and include the introductory paragraph, the Recitals and all Articles of this Agreement, and all exhibits and attachments to or incorporated by reference into this Agreement
  - 1.2 **County** shall mean Broadwater County.
  - 1.3 **Manager** shall mean Canyon Enterprise, Inc.
  - 1.4 **Parties** shall mean the County and Manager, collectively.
  - 1.5 **BW Co Docks** shall mean the Broadwater County Boat Docks at Broadwater Bay, Canyon Ferry Reservoir as depicted in **Exhibit "A"** (attached).
2. **Term.** This Agreement shall commence and be effective on the date of execution until Nov 1, 2023. This Agreement may be extended by mutual written agreement of the County and Manager.
3. **Manager's Obligations.** Manager shall be responsible for the operation and maintenance of the **BW Co Docks** and shall comply with the following obligations:
  - 3.1 Full-service operations shall be maintained from May 1<sup>st</sup> through October 31<sup>st</sup>, of each year of this Agreement. Manager shall provide

onsite staff to clean and maintain facilities and direct the public use of the BW Co Docks to generally accepted standards for docks and marinas.

(a) the Manager shall be responsible to direct users, collect fees, provide communication to answer questions, and to operate and maintain the BW Co Docks;

(b) the Manager, its employees or agents shall not be considered an employee of the County;

3.2 Manager shall operate in, and maintain at all times, compliance with the terms and conditions of all applicable Local, State, and Federal statutes, laws, and regulations, and in the event of a conflict or inconsistency within or between such statutes and regulations, the more stringent requirements shall govern and be applied;

3.3 Manager shall facilitate reservations as discussed in Section 4.1, below, and collect and distribute fees as set forth below;

3.4 Manager shall keep and maintain logs, books, and records of the BW Co Docks related to usage, fees, and maintenance activities, and upon request make such available to the County;

3.5 Manager shall maintain for its employees and require all its subcontractors or agents to have in place workers compensation insurance.

3.6 Manager shall be responsible for liability arising out of, or connected with its activities, operations and use of the BW Co Docks. Manager shall also procure and maintain during the entire term of this Agreement:

(a) public liability insurance, including automobile coverage, to cover its activities under this Agreement. The limits of such insurance shall be at a minimum of two million dollars (\$2,000,000.00). Manager shall have the County named as an additional insured on such policy, and the insurer shall have no right of subrogation against the County;

(b) shall provide copies of such insurance to the County at the time this Agreement is executed, as well as by January 31<sup>st</sup> of each year of this Agreement.

3.7 Waste Removal, Recycling, and Restrooms. Manager shall provide, at its expense, litter control and trash removal at the BW Co Docks, and maintain the BW Co Docks in a safe and aesthetically acceptable condition for public recreation use. Manager shall properly haul and dispose of all waste, discarded or abandoned items, and debris generated by the operation and maintenance activities. Such waste, debris, etc., shall be disposed of or recycled in a properly permitted

disposal or recycling facility outside of the SRA boundaries.

(a) Manager shall provide and arrange, at its expense, to have sufficient trash or garbage containers placed at the BW Co Docks, to be emptied and cleaned regularly to minimize odors and waste buildup.

(b) As needed, County agrees to allow solid waste from BW Co Docks to be disposed at the County Transfer Station at a per ton rate agreed upon by the Manager and County.

3.8 Maintenance. Manager shall:

(a) maintain the walkways leading to the BW Co Docks by mowing and trimming along it on a regular basis to maintain the appearance of the recreational area and to reduce fire hazard.

(b) maintain all structures and facilities within the BW Co Docks in reasonably good repair;

(c) install and maintain appropriate signage necessary for the orderly operation of the BW Co Docks;

(d) Manager shall protect against the introduction and spread of noxious weeds and other pests, including domestic or feral animals detrimental to natural resources, agriculture or public health and safety; control noxious weeds and pests as necessary. Manager shall control weeds, including spraying, in compliance with County and Bureau of Reclamation requirements.

3.10 Responsibility for Repairs

(a) For repairs to dock facilities at the BW Co Docks the Manager shall be responsible for all repairs.

(b) If the damage is caused by a third party, Manager shall be responsible for pursuing payment from such third party or an insurer.

3.11 Floating Docks. Manager shall ensure the Floating Docks are utilized in a manner consistent with the County's expectations that the Floating Docks are properly maintained, meet all safety and building codes, are adjusted for fluctuating water levels, and are secure; and in compliance with any requirements in this Agreement. Manager shall maintain the docks in good working condition and shall ensure a minimum of one boat slip is available for use by the County or its designees.

3.12 Accidents/Emergencies. Manager shall report to the County, verbally and in a written report, all accidents involving death, serious injury or property damage, hazardous material spills, or other serious incidents within the BW Co Docks, and cooperate in the investigation by the County or third parties of such incident. Manager shall further

cooperate with the County in reporting any such incident to other appropriate Federal, State, or Local agencies as may be required by federal, state, or local law, rule, or regulation.

3.13 Except as specifically agreed to by the County, Manager shall manage and operate the BW Co Docks consistent with all the terms and commitments made in its Operation & Maintenance, attached as Exhibit D, and hereby incorporated as a material part of this Agreement.

4. **Fees/Reservations.** Manager shall collect fees according to the Schedule of Fees, attached as Exhibit B, from each user or group users of the BW Co Docks. Such fees shall be collected during the operating season of May 1 to October 31 regardless of whether there is an onsite host. All fee increases must be approved by the County; fee structure must be submitted annually in the Operating and Maintenance Plan.

4.1 Manager shall implement a reservation and fee collection system for those areas that the County determines can be reserved for use. An application, reservation, permitting, and fee collection system shall be developed and maintained by the Manager. If available the Manager may meet this requirement by utilizing the federal government's Recreation.gov reservation system, or a comparable system from another private, state or federal agency. Manager shall provide to County copies of all fee and fee agreements upon request.

4.2 Manager shall develop and implement a fee collection system that records at a minimum the number of users, and total fees collected. A report of such shall be submitted to the County on a monthly basis. The fee collection system shall ensure that usage and fee collection is documentable and auditable. Manager shall, unless County determines it is impracticable, implement an optional electronic fee collection system, including the ability to receive onsite fee payments through credit or debit cards.

5. **Consideration.** A 1% fee on gross income from BW Co Docks fees and sales shall be paid by Manager to County by Jan 1, 2024 of the following year. Manager shall submit to the County annual reports 1 month before January 25<sup>th</sup> of each the following year to include the usage of Boat Slips, Revenue Reports, Expenditure Reports, and a Dock Repair Report. Unless expressly stated in this Agreement, Manager shall provide all utilities, services, labor and materials for maintenance, repair and reconditioning of facilities at its own cost and expense.

6. **Law Enforcement/Water Testing.** The Parties understand the Bureau of Reclamation provides or contracts for law enforcement services for the south end of Canyon Ferry Lake, including the BW Co Docks. Manager shall perform all required water testing.

7. **Equal Opportunity/Non-Discrimination.** Manager agrees that it will comply with the Equal Opportunity Requirements of the County and Bureau of Reclamation. The Manager and its employees or agents will not discriminate because of race, color, age, religion, sex, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the public. Manager or its employees or agents shall not publicize accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color, age, religion, sex, or national origin.
  
8. **Force Majeure.** If any party is prevented in whole or in part from performing its obligations under this Agreement by unforeseeable causes beyond its reasonable control and without its fault or negligence ("Affected Party"), then the Affected Party shall be excused from whatever performance is affected by such force majeure condition, but only to the extent the performance is actually affected and provided that the Affected Party provides written notice to the other parties of the force majeure condition(s) within five (5) calendar days from the onset of such force majeure condition. Failure of the Affected Party to provide timely notice shall constitute a waiver of the force majeure condition and claim by the Affected Party.
  
9. **Default/Breach.** The Manager shall be deemed to be in default and breach of this Agreement if:
  - 9.1 Manager fails to make any required payments to the County or the County Trust as provided in this Agreement;
  - 9.2 Manager fails to comply with any obligation, duty, or covenant contained in or incorporated into this Agreement.
  - 9.3 If any default or breach of this Agreement related to payment to the County continues unremedied for a period of 30 days after written notice by the County, or for a period of 10 days for other defaults or breaches, then County may terminate this Agreement
  
10. **Notices.** Any notice, demand, or request authorized or required by this agreement shall be deemed to have been given, when mailed, postage prepaid, faxed or delivered to:
  - 10.1 County: Board of County Commissioners  
Broadwater County Courthouse  
515 Broadway  
Townsend, Montana 59644  
  
with copies to: Broadwater County Attorney
  - 10.2 Manager: Canyon Enterprise, Inc.  
1380 Wolverine Lane

The designation of the addressee or the address may be changed by giving notice in the same manner as provided in this article for notices.

11. **Headings.** The section headings in this Agreement are for convenience or reference only and shall not be used to modify, amend, interpret, or construe any provision of this Agreement.
12. **Governing Law; Venue.** This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Montana. Venue for any action shall be in Broadwater County, Montana.
13. **Assignment Limited.** The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein, shall be valid until approved in writing by each of the Parties.
14. **Amendment.** This Agreement may be amended, modified, supplemented, or superseded only by mutual agreement of the Parties hereto exhibited by a written instrument duly signed by the Parties.
15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same instrument.
16. **Execution Copies.** The Parties may execute duplicate original documents, one of each original shall be provided to each Party hereto.
17. **Indemnification.**
  - 17.1 Manager agrees to assume liability for all liabilities, obligations, losses, damages, or judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Manager, its employees, agents or contractors under this Agreement.
  - 17.2 Manager hereby agrees to save, hold harmless, protect, defend and indemnify the County and the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of bodily injury, death or property

damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Manager, its employees, agents, or contractors under this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

18. **Termination.** This Agreement shall be terminated on Nov 1, 2023. The County may immediately terminate this Agreement by providing Manager with such notice in writing if in the opinion of the County such termination is necessary for an unremedied default or breach of this Agreement to prevent or respond to an emergency situation related to the services being provided by the Manager.

Upon termination of this Agreement, all rights of the Manager contained in this Agreement shall cease, and County shall be entitled to the possession of the premises, and may use such force as may be reasonably required to recover the premises. The provisions of this section shall not be deemed exclusive and the County reserves any and all rights, including to pursue any legal or equitable remedies available under State or Federal law, including those for specific performance and damages.

19. **Attorneys' Fees.** In the event any dispute arising from this Agreement results in litigation, each party shall bear its own attorneys' fees and costs, regardless of outcome.

20. **Payments.** Unless other arrangements are made any payments made by the Manager to the County will be submitted to the address contained in Section 10.1.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date written above.

**Broadwater County**

**Canyon Enterprise, Inc.**

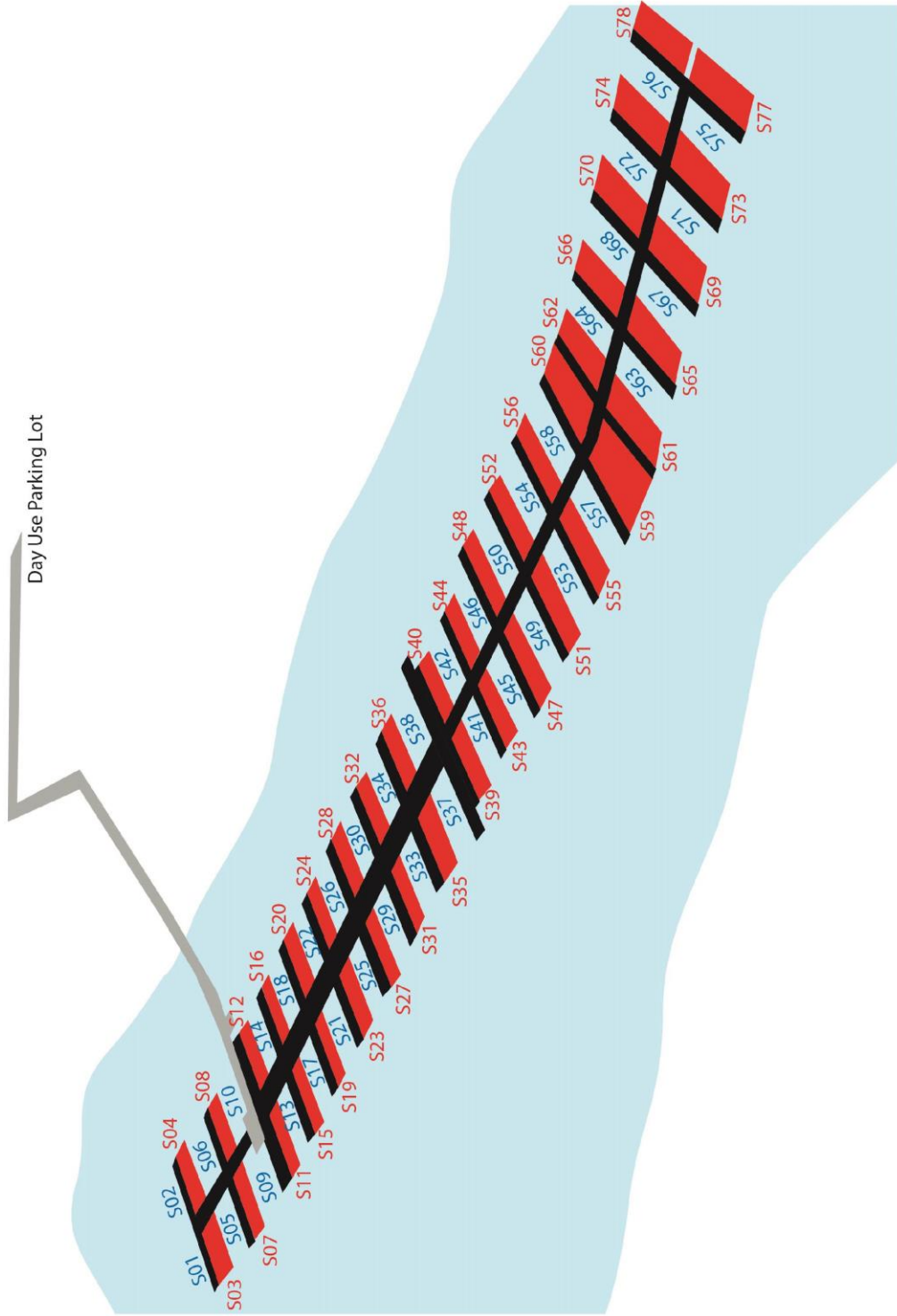
\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

# EXHIBIT A (BW Co Docks Legal Description/Map)

Legal Description: Real Property Shown on in SW ¼, Sec 26, and NW ¼, T. 8N., R 1E. MPM

The Silos - Boat Slips





**Exhibit B  
Schedule of Fees**

**Boat slip Rental**

Daily- \$15.00 per day for 20' slip, \$20.00 day for 25' slip

Monthly- 10% discount for 30-89 days

Season- 20% discount for 90 days & over

**Amenity Fees for Electricity:**

Those utilizing electricity at BW Co Docks shall pay an additional amenity fee per day

Amenity Fee: \$4.00 Electricity

## **Exhibit C**

### **Regulations for the Broadwater County Docks**

The following activities in the recreation area are prohibited. Failure to comply with these rules may result in you being asked to leave.

1. Discharge of firearms, explosives, or fireworks. Includes: air guns, bow & arrows, and spud guns. Excludes: bow fishing within reservoir water line.
2. Willful injury to, defacement of destruction of structures, signs, equipment or other property.
3. Willful injury to, destruction or removal of trees, shrubs, flowers, vegetation, soils, gravel, cultural artifacts, or rocks.
4. Use of loud, profane or abusive language or playing loud music.
5. Operation or parking of any boat in areas not specifically reserved to that individual.
6. Discharge of waste waters from toilets, baths, showers or sinks into the lake waters.
7. Allowing pets to roam free. Pets must be physically constrained by a leash or structure. Owners must clean up after their pet.
8. Failure to obey quiet hours from 10:00 PM to 8:00 AM.
9. Children under 14 years of age must be attended by an adult.
10. No swimming from the docks.