



Contractor
and
Service Provider

2019/2020

Registration Packet

Enclosed:

- ALA Letter of Requirements
 - Registration Form
- Registration, License and Access Agreement



Dear Contractors and Business/Service Providers:

Thank you for all the services you provided to the members of the Arrowhead Lake Association (ALA) during the past year. The ALA contractor/business registration program has provided our members with a high level of confidence and satisfaction, for the repairs and maintenance of their improvements on the ALA Reserve Strip.

Once again, it is time to register for the upcoming 2019/2020 ALA fiscal year. The requirements are listed below. Please submit the following:

- Completed 2019/2020 registration form (attached)
- Contractor's Registration, License and Access Agreement (attached)
- General Liability Insurance Certificate naming Arrowhead Lake Association as Additional Insured and include a Primary and Non-Contributory Endorsement. This policy must include bodily injury insurance with limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident.
- All Dock Contractors and Boat Storage Companies must provide the ALA with a certificate of marine liability coverage, which is not restricted for the scope of work the contractor performs, naming Arrowhead Lake Association as an additional insured with a minimum limit of \$1,000,000. Additionally, any Contractor who does work on, in or over the water that is not a Dock Contractor or Boat Storage Company shall be required to provide either the Marine Liability Policy described above or, alternatively, an endorsement to their General Liability Insurance Policy to include all of the Contractor's operations over the water.
- Proof of Workman's Compensation coverage with California Statutory Limits.
- A copy of your California State Contractor's License (if applicable)
- A copy of your Timber Operator's License (if applicable)
- Registration fee

Commercial Boat Registration (any commercial use of a boat requires Commercial Boat Registration).

Please submit the following:

- Current DMV Registration Certificate
- Current proof of boat insurance: This policy must include appropriate bodily injury insurance with limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident and show the boat CF number.
- Commercial boat registration Fee: \$500 per vessel

If you have any questions or concerns, please do not hesitate to contact me. Thank you for your cooperation and have a prosperous year.

Best regards,

Ron Bukovac, Shoreline Technician
(909) 337-2595 ext. 106
rbukovac@ala-ca.org

Contractor Registration Form 2019/2020

Company Name: _____

Owner's Name: _____

Mailing Address: _____

Physical Address: _____

Office Number: _____ Fax: _____

Cell Phone: _____ Include this # on the ALA website: Yes No

Email Address _____

Website Address _____

Contractor License No: _____ Classification(s): _____ (If applicable)

Licensed Timber Operator's No.: _____ (If applicable)

List the services you provide: _____

Commercial Boat Registration:

Make: _____ CF Number: _____

Dock/Slip Number : _____ (not applicable for day launch)

Office Use Only			
Registration Fees	Paid on:		
Liability Insurance	Company:	Expiration:	
Marine Liability	Company:	Expiration:	
Workman's Comp	Company:	Expiration:	
License	Contractor:	LTO:	Expiration:
Boat Reg. Fees	Paid:		CF #:
Boater's Insurance	Company:	Expiration:	

By execution of this CONTRACTOR'S REGISTRATION, LICENSE AND ACCESS AGREEMENT, (the "Agreement") below, Contractor hereby agrees to the following terms and conditions:

1. This Agreement is between the Contractor and Arrowhead Lake Association (hereafter the "Association"). Subject to the terms and conditions set forth below, the Association is granting Contractor, upon completion of annual registration and execution of this Agreement, a limited, nonexclusive license to access the shoreline parcels, reserve strip, reserve strip additions and buffer zones (collectively hereafter the "ALA Property"). Contractor further understands that access through the ALA Property is expressly intended for use associated with the performance of works of improvement and/or other similar services of expertise (hereafter the "Shoreline Improvements") on behalf of Association members as described in greater detail below in Paragraph 4 and for no other purpose.
2. Annual Fees. All licensed contractors and all other ALA service providers agree to pay the annual registration fee as follows:
 - A. \$500.00 for A licensed contractors.
 - B. \$250.00 for B licensed contractors.
 - C. \$250 for C licensed contractors and all other contractors.
 - D. \$500.00 for Boat Storage contractors.
3. Maintenance of ALA Property. Any area of the jobsite which may be seen from an adjacent residence or the ALA Property area must be cleaned up before the end of each work day, including, but not limited to, neatly stowing of all construction related materials, securing of construction fencing, if any, sweeping, washing of road surfaces, litter retrieval and restoration of any damage, if any, to the ALA Property.
4. Use of ALA Property. The license provided herein to access the ALA Property is solely for the purpose of repairing, replacing or modifying existing improvements and/or construction of new improvements on behalf of Association members but only as permitted by the Association consistent with the Association's Regulations for Shoreline Improvements and other rules and regulations adopted from time to time by the Association (hereafter the "Rules and Regulations"). Additionally, Contractor's license herein is only for the purposes of facilitating such repair, replacement, modification and/or installation of improvements that have been approved by the Association consistent with the Rules and Regulations including the requisite permit for Shoreline Improvements. The license granted herein is nonexclusive and Contractor agrees to comply with the direction of the Association and its designated representatives/staff in making sure that any use of the ALA Property does not unreasonably interfere with the quiet enjoyment and use of the ALA Property by ALA members. The license granted herein will be for the benefit of the Contractor, his/her/its employees, as well as any subcontractors (collectively hereafter "Permittees").

Notwithstanding any other provision of this Agreement to the contrary, it is specifically agreed that the Association may in its sole discretion, at any time and from time to time, remove, exclude and restrain any Permittees from the intended use of the ALA Property for failure to comply with this Agreement or observe the Rules and Regulations established by the Association from time to time. In addition to the ability to terminate this Agreement as provided in Paragraph 6, Contractor agrees that Association has the right and authority to fine Contractor for any violation of Association's Rules and

Regulations or other governing documents consistent with the various fine schedules adopted from time to time by Association's Board of Directors. Fines less than \$500.00 can be issued by ALA staff, the appropriate committee of the Association, and/or the Board of Directors without a hearing. Fines in excess of \$500.00 shall necessitate a hearing with the same due process requirements that are provided to Association members. Contractor's failure to pay any fine within thirty (30) days of the issuance of the fine shall result in immediate termination of the Contractor's rights under this Agreement and Contractor shall not be permitted any access to or to facilitate any further work on any ALA Property.

5. Vehicles and Vessels. Any vehicle or automotive equipment used on Arrowhead Lake Association property must be currently registered pursuant to state law. Any vessel (powered or unpowered) must be currently registered pursuant to state law and must be registered with the Arrowhead Lake Association as a commercial vessel. The fee for such registration for the 2019/2020 fiscal year is \$500 for the period of April 1, 2019 to March 31, 2020. Vehicles or automotive equipment may not be parked overnight on ALA property without the specific permission of the ALA. *The one open parking space in the area of C rental dock may only be used for equipment and material loading and unloading, and is not available to be used by the dock contractors for long term parking.* Vessels may only be parked overnight in ALA rental slips and may not be parked overnight in any other slip unless specifically approved by ALA.
6. Duration. This Agreement and the rights of Contractor to use of the ALA Property will be for an annual period, commencing April 1, 2019 and concluding March 31, 2020 (hereafter, the "Permitted Term"), unless sooner terminated by the Association as hereafter provided. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by the Association without cause, in the sole discretion of the Association effective upon delivery of written notice by the Association to Contractor. On termination of this Agreement, Contractor and all Permittees will depart from and remove all personal property of Contractor and any Permittee from the ALA Property.
7. Indemnity. Contractor for himself/herself/themselves, as well as on behalf of his/her/their Permittees, successors and assigns, shall indemnify and covenants and agrees to hold the Association and its officers, directors and employees (collectively, Indemnitees) harmless from all claims, demands or liability (including any attorneys' fees and costs incurred in defending any such claims, demands or liabilities) arising out of, related to and/or encountered in connection with this Agreement and/or the Shoreline Improvements, whether such claims, demands or liability are caused by Contractor, their agents or employees, or subcontractors or caused by any installation / construction of any improvements or other modifications by said Contractor(s) or subcontractor(s), excepting only such injury or harm as may be caused solely and exclusively by the Association's gross negligence or willful misconduct. Contractor shall further indemnify and hold the Association harmless from all liability related to any damage to existing improvements wherever located within the ALA Property resulting from the installation, construction, and/or modification of the proposed Shoreline Improvements.
8. Insurance and Documentary Evidence. Contractor shall furnish certificates of insurance for each of the insurance policies below, and where applicable endorsements, to the Association before commencement of the Shoreline Improvements under this Agreement. All policies for liability protection, bodily injury, or property damage shall specifically include an endorsement naming the Association as an additional insured with respect to

operations under this Agreement. All policies must also include an endorsement must include both Primary and Non-Contributory language in favor of the Association. Policies shall contain an additional stipulation providing written notification of any material change and/or cancellation of Contractor's policies shall be given to the Association with 30 days' notice of such change. Said policies of insurance shall include the following limits:

- a. General Liability including bodily injury and property damage insurance with limits of not less than \$1,000,000 per occurrence.
- b. All Dock Contractors and Boat Storage Companies must provide the ALA with a certificate of marine liability coverage, which is not restricted for the scope of work the contractor performs, naming Arrowhead Lake Association as an additional insured with a minimum limit of \$1,000,000. Additionally, any Contractor who does work on, in or over the water that is not a Dock Contractor or Boat Storage Company shall be required to provide either the Marine Liability Policy described above or, alternatively, an endorsement to their General Liability Insurance Policy to include all of the Contractor's operations over the water.
- c. Workers' compensation insurance for all personnel performing work on the ALA Property. (ALA registered contractors agree to comply with all California Workers Compensation regulations and requirements).
- d. If a watercraft is used in contractor operations, watercraft insurance with limits of not less than \$1,000,000 each accident including bodily injury liability and property damage liability insurance with limit of not less than \$1,000,000 for each accident.

Contractor agrees to furnish the Association with satisfactory evidence of good standing by submitting a copy of the current contractor's license evidence, as well as assemble a list of services relative to Contractor's areas of expertise so as to allow the Association to publish update-to-date information on its website.

9. Miscellaneous. Contractor and the Association further agree as follows:

- 9.1 Further Assurances. Each party shall execute and deliver such other documents and instruments as are reasonably necessary to carry out the intent and purposes of this Agreement.
- 9.2 Notices. Any notice to be given to the Association hereunder will be in writing and will be delivered in person or by certified or registered mail, return receipt requested, with sufficient postage prepaid and addressed as indicated above.
- 9.3 Advertising. ALA reserves the right to review and approve all advertising done by the contractor that refers to the Association.
- 9.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained and no modification hereof will be effective unless made by a supplemental written agreement executed by both parties. Accordingly, it is specifically agreed that there are no other agreements, promises, arrangements or understandings in effect between the

Contractor and the Association. Therefore, it is further specifically agreed that any other written or oral promise, arrangement, understanding or agreement, including, without limitation, in relation to the ALA Property, is hereby cancelled and rescinded.

9.5 No Partnership. Nothing contained in this Agreement and no action by either Contractor or the Association will be deemed or construed by the parties or by any third-person to create the relationship of principal and agent, or a partnership, or joint venture, or any association between the parties.

9.6 Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

9.7 Binding Effect. The provisions of this Agreement will be binding on Contractor and its Permittees and their respective successors and assigns to the extent herein provided.

9.8 Governing Law. In the County of San Bernardino, State of California, and the parties hereto agree that: (a) this Agreement will be construed and enforced according to the internal laws of the State of California; and (b) all claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction located in the County of San Bernardino, State of California.

9.9 Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, this instrument has been executed effective as of the date first written below.

THE "ASSOCIATION"

ARROWHEAD LAKE ASSOCIATION,
A California Non-Profit Corporation

By: _____
Title: _____
Date: _____

THE "CONTRACTOR"

By: _____
Title: _____
California Contractor No.: _____
Date: _____