



# GENERAL CONTRACTORS 2012 GETTING STARTED PACKETS

ENCLOSED:

- ALA LETTER OF REQUIREMENTS
- REGISTRATON FORM
- REGISTRATION, LICENSE AND
- ACCESS AGREEMENT

**2012 General Contractor Registration Form**

Arrowhead Lake Association, A California Non Profit Corporation

P. O. Box 1119, Lake Arrowhead, CA 92352, Phone (909) 337-2595 ext. 105, Fax: (909) 337-6371  
E-mail: [ldills@ala-ca.org](mailto:ldills@ala-ca.org), Internet website: [www.ala-ca.org](http://www.ala-ca.org)

COMPANY NAME: \_\_\_\_\_

OWNER NAME(S): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

PHONE NUMBER(S): \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

WEBSITE ADDRESS: \_\_\_\_\_

CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

LIST THE SERVICES YOU PROVIDE: \_\_\_\_\_

\_\_\_\_\_

-----**SPACE BELOW FOR OFFICE USE ONLY**-----

DATE CONTRACTORS REGISTRATION FEES PAID (\$200.00 ON OR BEFORE **DEC 31, 2011**) : \_\_\_\_\_

COPY OF LIABILITY INSURANCE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

COPY OF WORKMANS COMP: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

COPY OF CA. CONTRACTOR LICENSE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

BOAT REGISTRATION FEE(S) PAID DATE (\$500.00 PER BOAT) : \_\_\_\_\_

BOAT REGISTRATION CERTIFICATE, CF #S: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

PROOF OF BOATERS INSURANCE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

By execution of this GENERAL 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 Fee. Contractor agrees to pay the annual registration fee in the amount of two hundred dollars (\$200.00) to the Association (hereafter "Annual Fee").
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 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.

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 in 2012 is \$500 for the period April 1, 2012 to March 31, 2013. Vehicles or automotive equipment may not be parked overnight on ALA property without the specific permission of the ALA. 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 January 1, 2012 and concluding December 31, 2012 (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 shall indemnify for himself/herself/themselves, as well as for his/her/their Permittees, successors and assigns, and covenants and agrees to hold the Association 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 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 employed as a result of the Shoreline Improvements, their agents or employees, or caused by any products installed as a result of the Shoreline Improvements installed, constructed and/or modified 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. The additional insured endorsement must include both Primary and Non-Contributory language. Policies shall contain an additional stipulation that written notification of any change and/or cancellation of Contractor's policies shall be given to the Association within forty-eight (48) hours of such change. Said policies of insurance shall include the following limits:
  - a. Appropriate bodily injury insurance with limits of not less than \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
  - b. Workers' compensation insurance for all personnel performing work on the ALA Property. (ALA registered contractors agrees to comply with all California Workers Compensation regulations and requirements)
  - c. Property damage liability insurance with a limit of not less than \$1,000,000.00 for each accident.
  - d. If automotive equipment is used in the operation, automobile bodily injury insurance with limits of not less than \$1,000,000.00 for each person and \$1,000,000.00 for each accident and property damage liability insurance with limit of not less than \$1,000,000.00 for each accident with medical pay coverage of \$50,000.00 regardless of fault.
  - e. If a boat is used in the operation, boat insurance with limits of not less than \$1,000,000.00 for each person and \$1,000,000.00 for each accident and property damage liability insurance with limited of not less than \$1,000,000.00 for each accident with medical pay coverage of \$50,000.00 regardless of fault.

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 above.

ARROWHEAD LAKE ASSOCIATION,  
A California non-profit corporation

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

**THE "ASSOCIATION"**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
California Contractor No.: \_\_\_\_\_

**THE "CONTRACTOR"**