



2019 / 2020 DOCK SLIP RENTAL AGREEMENT

Date. _____
Dep. _____
Bal. _____
Date _____
In Full _____

ARROWHEAD LAKE ASSOCIATION - P.O. BOX 1119, LAKE ARROWHEAD, CA 92352 (909) 337-2595 FAX (909) 337-6371

Dock Slip Assigned #

Name _____ (herein "Tenant") [] WEEKLY [] MONTHLY [] ANNUALLY

Mailing Address _____
Street City Zip

Telephone Numbers: () _____ Home
() _____ Cell
_____ Email address

Boat _____ CF# _____
Year _____ Model _____ Length _____ Width _____

IN WITNESS WHEREOF, the parties have executed this Agreement:

Tenant ARROWHEAD LAKE ASSOCIATION
BY: _____ BY: _____

DATED: _____ Please return this completed and signed agreement.

ARROWHEAD LAKE ASSOCIATION (Herein "ALA") RENTS THE ABOVE SLIP TO TENANT UPON THE FOLLOWING TERMS AND CONDITIONS:

- 1. TERM: The term of this Agreement shall commence on April 1, 2019, and expire on March 15, 2020
2. SLIP RENTAL: The Rental Fee for the above term shall be \$ \$3,900.00, payable upon execution of the Agreement.
3. TENANT'S RESPONSIBILITY: Tenant shall assume all obligation and liability with respect to the possession of the SLIP, and for its use, condition and maintenance during the term hereof.
4. USE OF SLIP-CONDITIONS:
A. Rights of Tenant: Tenant shall be entitled to use, possess and control the SLIP, but only during the term of this Agreement, provided Tenant is not in default of any provision of this Agreement.
B. Duties of Tenant: Tenant shall use the SLIP in a careful and proper manner and shall not permit the SLIP to be used in violation of any applicable federal, state, or local statute, law, ordinance, rule or regulation, or any of the rules and regulations of the ALA.
C. Commercial Use Restrictions: Tenant represents and warrants that the SLIP will be used solely for residential, recreational purposes and not for any commercial purposes whatsoever.

- D. **Inspection by Tenant:** Tenant may inspect the assigned SLIP prior to execution hereof, Tenant shall be deemed to have accepted the SLIP in its present condition and it shall be conclusively presumed, as between ALA and Tenant, that Tenant has fully inspected the SLIP and acknowledged that the SLIP is in good condition and repair. ↑
April 1, 2019 Yes _____ ↑ No _____ (Please Check one)
- E. **All liability assumed by Tenant:** Tenant assumes all risks and liability for the loss of or damage to any boat maintained in said SLIP, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, condition or possession of the SLIP. Tenant(s) shall continuously maintain and **furnish ALA with evidence of public liability insurance** in the liability limit of \$500,000 minimum or same amount as on home owner policy as applicable and with a deductible of not more than \$1,000.00, on which insurance ALA shall be named as an additional insured. In addition, Tenant hereby indemnifies and holds ALA harmless from all claims, costs and expenses of every kind whatsoever (including, without limitation, attorney's fees and court costs) resulting from or related to Tenant's use of the SLIP.
- F. **Indemnity to Survive Term:** The indemnities and assumptions of risk, liabilities and obligations of Tenant arising under this Agreement during the term shall continue in effect after the termination of this Agreement, regardless of the reason for termination.
- G. **Assignment or Subletting by Tenant prohibited:** Tenant shall not assign any interest in the SLIP, or sublet the SLIP without the expressed, prior written consent of ALA, which may be withheld for any reason whatsoever, or for no reason, at all.
- H. **Rights of ALA upon termination:** Upon termination of this Agreement for any reason whatsoever 1) ALA shall have the immediate right to retake possession of the SLIP, to remove any boat moored at said SLIP, and to otherwise secure the SLIP from use by Tenant in any manner whatsoever. 2) ALA may repossess the SLIP without legal process * free of any rights of Tenant in and to the SLIP. 3) Tenant specifically authorizes ALA or ALA's agents to enter on the SLIP to repossess same, and to remove any boat to storage that is moored at said SLIP, all at the cost and expense of Tenant. 4) Tenant specifically waives any right of action Tenant may otherwise have arising out of the entry and repossession, and releases ALA from any claim or trespass or damage caused by any reason of the entry, repossession, or removal of any boat moored at SLIP. 5) Upon such exercise of ALA's rights, Tenant shall reimburse ALA for all reasonable expenses of repossession and/or other enforcement of ALA's rights and remedies together with interest at the rate of ten percent (10%) per year from the date of any payments. Tenant shall permit ALA to enter upon the SLIP at any time for purposes of ascertaining compliance with the terms of the Agreement.
- I. **Tenant's Return of Slip upon Expiration:** Upon the expiration date of this Agreement, Tenant shall return the SLIP to ALA, free from all damage and in the same condition and appearance as when received by Tenant, allowing for ordinary wear and tear. **Tenant shall be responsible for damages plus a 15% Administrative fee.**
- J. **Notices:** Any and all notices or other communications required and permitted by this Agreement or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party or the parties designated agent, or in lieu of such personal service when deposited in the United States Mail, first class postage prepaid, address as indicated above. Either party may change its address for the purpose of this given written notice of the change to the other party in the manner provided in this paragraph.
- K. **Entire Agreement:** This document constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.
- L. **Single Season License Agreement:** It is understood by the parties that this Agreement is for the single season of 19/20, as indicated under the Term set forth above. Tenant is aware that ALA may determine for the 19/20, and future seasons, either (1) not to rent SLIPS, (2) to rent fewer or more SLIPS than 19/20 and (3) to charge substantially more for rental of said SLIPS for the 19/20, or future season. Nothing in this Agreement shall give Tenant any right whatsoever to rent a SLIP from ALA for any future season.
- M. **Severability:** If any provisions of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, remainder of this Agreement and the application of the provisions to the other parties or circumstances shall remain valid and in full force and effect.