

Lake Tahoe Park Association
P.O. Box 5771; Tahoe City, CA 96145 530-583-3820
2019 HALF SEASON BUOY APPLICATION AND AGREEMENT

Half Season Buoy Applications will be accepted no earlier than February 1, 2019. **COMPLETED APPLICATIONS MUST BE RECEIVED BY MARCH 31, 2019 TO BE ELIGIBLE FOR THE DRAWING ON APRIL 6.**

Annual assessments and fees must be paid before application for a buoy will be considered
TOTAL FEE DUE \$900.00 (\$600.00 Fee + \$300.00 Deposit)

First Half Season is Friday, May 24, 2019 to Sunday, July 28, 2019; Second Half Season is Friday, August 2, 2019 to Sunday, October 6, 2019. **Boats must vacate buoy no later than 11 AM on end date.**

I, AM APPLYING FOR THE _____ HALF SEASON

A drawing for buoy assignments will be held at the park on the first Saturday in April at 10:00 a.m. (APRIL 6, 2019) Attendance is optional.

Required Enclosures/Documents:

- _____ Check for **TOTAL** payment of a buoy and deposit payable to: **Lake Tahoe Park Association**
- _____ Copy of boat's registration in name of Applicant.
- _____ Copy of the boat's current liability insurance policy with Lake Tahoe Park Association named as an additional insured with a minimum coverage of \$500,000 comprehensive liability coverage.

Terms:

- Applicant hereby makes application for use of a buoy at the rates listed above and terms herein. All documents and fees requested on this Buoy Application and Agreement ("Agreement") must accompany the Agreement and be received by the required deadline or Applicant will not be considered for a buoy.
- Applicant agrees not to assign, sublet, transfer or lend an Association buoy. Buoy renters are responsible for removing their boat from the rented Association buoy on the date stated on this contract. Failure to remove boats from assigned buoys on time will be considered a violation of the terms of this Agreement.
- In consideration for the use of a buoy, as a boat owner and buoy renter, Applicant accepts the use of a buoy under the terms of this Agreement, and agrees to abide by the current edition of the Association's Buoy Policies and Procedures (available at www.laketahoeassociation.com) which Applicant acknowledges having read. Applicant agrees the Association may cancel this Agreement at any time if user of the buoy violates the terms of this Agreement or the Buoy Policies and Procedures or any rule or requirement of the Association related to the buoy, pier and boat area. Applicant agrees that a violation of the terms of this Agreement or the Buoy Policies and Procedures or any rule or requirement of the Association related to the buoy, pier and boat area may result in forfeiture of the buoy rental fee and deposit, without proof of any specific damages, and forfeiture of the right of Applicant to use the buoy in the current season and elimination of future rights to participate in the buoy selection process, all as determined by the Association Board of Directors.

➤ **I understand and agree to the above SANCTIONS FOR VIOLATION of this Agreement.**

(_____) **APPLICANT**

- Applicant accepts liability for all claims, damages and injuries incurred relating to this Agreement and use of the buoy. Applicant **RELEASES** from any and all liability and agrees not to sue, and will defend, indemnify and hold harmless, Lake Tahoe Park Association and its officers, directors, employees and agents, from any action, suit, claim, demand, liability, judgment, damage, or costs, including attorney's fees, arising out of or related to use of the buoy by the undersigned and the undersigned's agents, family and designees.
- **I understand this is a RELEASE OF ALL CLAIMS. (_____) APPLICANT.**

Applicant Name _____ E-Mail _____ Acct.# _____

Member LTPA (Y/N) Local Property Address _____ Mailing Address _____

City _____ State _____ Zip _____ Phone: Home _____ Work _____ Local

Phone _____ Cell _____ Make of Boat _____ Color _____ Length _____

Applicant Signature _____ Date _____

If Applicant is a parent, child, grandchild, grandparent, or sibling; the Association Member must sign below. By signing, the Association Member agrees that he/she has read and agrees to all of the Buoy Policies and Procedures (on website) and has read and agrees to the Terms, and Sanctions for Violations, and the Release of all Claims described in this Agreement, and joins Applicant in this Agreement.

Member Name _____, Signature _____ Date _____