

**2019
TAHOE TAVERN PROPERTY OWNERS ASSOCIATION BUOY RENTAL AGREEMENT**

Unit#	Homeowner (Lessee's) Name		
Home Phone	Cell Phone	Tahoe Phone	Email Address

BOAT INFORMATION
(Necessary for Processing)

		<input type="checkbox"/>	<input type="checkbox"/>
CF#	Registered Owner	Power or Sail	
Name of Boat	Length	Color	
Boat Trailer License# (This does not authorize parking trailer on Property)	The Association is authorized to call the following Boat Company in case of an emergency situation with the designated boat.		

REQUESTED DATES
(Seasonal May 25th - October 1st)

Arrival Date	Departure Date

HOMEOWNER BUOY RENTAL RATES
ALL BOATS UP TO 29FT
SEASON RATE = \$900.00
WEEKLY RATE = \$475.00

INSTRUCTIONS FOR PARTICIPATING IN THE ANNUAL BUOY DRAWING.

Buoys will first be assigned on Saturday May 25, 2019 at 9:00 am at the end of the Tahoe Tavern Pier. Boats may not be placed on a mooring prior to this time & date. In order to participate in the buoy assignment process, all necessary documentation (*copy of current registration, this form signed & payment*) must be recieved in the Association office by **Thursday, May 23rd**.

- **The first drawing will only be for an owner that is actually present.**

(Please list the name of the owner participating in the buoy drawing, must be the actual owner.)

- The second drawing will be for owners who have been given a proxy vote by another homeowner.

(Please list the name of the homeowner acting as a proxy for your buoy assignment)

- Owners that are not present, but have submitted their information, will be assigned a mooring following the first two drawings.

I will not be present for the drawing, please assign a boat mooring for me.

Agreements will not be accepted on the pier the day of the drawing, but will be assigned a mooring, following the first 2 drawings.

PLEASE FORWARD:

This agreement, a copy of the 2018/2019 boat registration and a check payable to:

Tahoe Tavern Property Owners Association (TTPOA)
P.O. Box 6836
Tahoe City, CA 96145

(This agreement will not be processed without a copy of current boat registration)

This form is continued on the other side. Please sign and date before sending it in.

I, the undersigned agree as follows:

- Buoy rental, subject to providing all necessary documentation, is limited to a boat registered to an Owner or an entity in which the Owner documents that he/she has not less than a majority ownership interest in the boat, or to a boat leased to an Owner which is to be exclusively used by that Owner.
- If an owner violates the buoy rules the Board of Directors, at its discretion, as penalty for the violation, has the right to preclude that owner from being able to rent a buoy the following year.
- Buoys will be assigned on Saturday May 25, 2019 at 9:00 a.m. at the end of the Tahoe Tavern pier by a designated Board member and assisted by the Recreation Director.
- **THE FIRST DRAWING WILL ONLY BE FOR THE ACTUAL HOMEOWNERS THAT ARE PRESENT.**
- The next drawing will be for homeowners who have been given a proxy vote by another homeowner.
- Only homeowners whose buoy rental checks, **current boat registration** and applications have been received by the Association will be eligible for 9:00 a.m. assignment. A homeowner may designate another homeowner to represent him/her by written notice and these "proxies" will be drawn following the primary drawing.
- Placing a boat on a buoy prior to 9:00 a.m. will have no effect on assignment.
- If a homeowner places his or her boat on a buoy prior to 9:00 a.m. and is not present at the start of buoy assignment, a pier attendant will move the boat to an unassigned buoy.
- Subsequently, pier attendant will make buoy assignment according to availability.
- No buoys will be assigned until buoy rental payment and registration copy has been received, and application is filled out completely.
- A second buoy may not be obtained in another homeowner's name and there is no right of assignment to any other homeowner or non-homeowner at Tahoe Tavern Properties. Remaining buoys shall be held for short-term rentals to Tahoe Tavern unit renters and homeowners.
- **No boats longer than 29ft..**
- Please check in with the pier attendant.
- Buoy use is **not transferable.**
- The Association does **not provide** mooring lines. Lessee shall use buoy line of suitable strength and length to prevent damage to other boats. (3/4 length of the boat)
- The Association is not responsible for mooring lines left behind at the end of the season.
- The Association is not responsible for boats damaged as a result of being moored in shallow water.
- **Buoys will be available for use beginning on May 25th, and removed for the winter by October 1st.**
- **Boat trailers may not be parked on the property.**
- Pier attendants will be on duty daily from 8:00 a.m. to 8:00 p.m., June 8th until September 2nd, weather permitting.
- Please observe the 10min docking rule. Pier attendants have the right to remove boats docked improperly or longer than 10min.

INSURANCE:

Public liability and property damage insurance is required for each boat and must be provided by the boat owner or the undersigned, if different from the boat owner and no insurance coverage has been provided by the owner.

VOLUNTARY USE OF BUOY:

I, the undersigned, acknowledge that I have voluntarily applied to the Association to use a buoy, and that this buoy rental is issued solely for my convenience.

ASSUMPTION OF RISK:

THE UNDERSIGNED HEREBY RELEASES, HOLDS HARMLESS AND FOREVER DISCHARGES THE ASSOCIATION FROM ALL LIABILITY OR CLAIMS FOR PERSONAL INJURIES, INCLUDING DEATH, OR PROPERTY DAMAGE ARISING FROM THE RENTAL OF THE BUOY.

THE UNDERSIGNED AGREES THAT ALL DAMAGES TO THE BOAT, ITS ACCESSORIES AND EQUIPMENT FROM ANY CAUSE WHATSOEVER SHALL BE THE SOLE RESPONSIBILITY AND LIABILITY OF THE UNDERSIGNED.

THE UNDERSIGNED FURTHER AGREES TO BE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGES SUSTAINED BY THE UNDERSIGNED OR BY PERSONS GOING TO OR FROM THE BOAT OR UPON THE BOAT, AROUND THE BOAT, OR USING OR COMING INTO CONTACT WITH THE BOAT.

THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY THE ASSOCIATION FROM ALL CLAIMS, INCLUDING PAYMENT OF REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IF THE ASSOCIATION IS SUBJECT TO THREAT, CLAIM, SUIT OR IS NAMED A PARTY IN ANY SUCH CLAIM, SUIT OR PROCEEDING ARISING FROM THE RENTAL OR USE OF THE BUOY, PIER OR BUOY BOAT.

AGREEMENT:

Initial

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Executed at,

California on

, 2019

(Signature)