

2019 TAHOE TAVERN BUOY AGREEMENT

Unit# Owner/Renter/Guests Name Owner Renter/Guest

Home Address

Home Phone Cell Phone Tahoe Phone Email Address

BOAT INFORMATION - MUST BE FILLED OUT COMPLETELY

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.

RULES

Lessee must be a Tahoe Tavern Owner/Guest/Renter (unit #'s 1-156)
 Renters & Guests must be staying at the Tahoe Tavern during the time of buoy rental **(NO HOLD OVERS)**
 Buoys will be assigned on a first come first serve basis.
 Boats exceeding 29ft in length are not allowed in the buoy field.
Boat cannot be attached to the buoy until after 2:00 p.m. on arrival date & removed by 10:00 am on departure date.
 Please check in with 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 boat)
 The Association is not responsible for boats damaged as a result of being moored in shallow water (i.e. receding lake level).
 Boat trailers may not be parked at the Tahoe Tavern at anytime.
 Please observe the 10min docking rule. Pier attendants have the right to remove boats docked improperly or longer than 10min.
 The Association is not responsible for mooring lines left behind at the end of the season.

INSURANCE

Public liability and property damage insurance is required for each boat and must be provided by the lessee.

VOLUNTARY USE OF BUOY

The undersigned lessee(s), acknowledges that we have voluntarily applied to the Association to use a buoy for the above-stated period and that this buoy rental is issued solely for my convenience.

ASSUMPTION OF THE 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 EQUIPEMENT FROM ANY CAUSE WHATSOEVER AND ALL DAMAGES TO THE BUOY FROM ANY CAUSE WHATSOEVER, SHALL BE THE SOLE RESPONSIBILITY AND LIBILITY 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 WTH THE BOAT.
 THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY THE ASSOCIATION FROM ALL CLAIMS, 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.

EXPIRATION OF RENTAL AGREEMENT:

The undersigned agrees that at termination and/or expiration of this buoy rental agreement that the undersigned shall forthwith remove the undersigned's boat and all equipment and property from the Associations' buoy, beach and surrounding area. In the event that the undersigned's boat or equipment is left upon Association property, the Association shall consider it abandoned and may, at its sole election, proceed to sell such boat or equipment in accordance with the provisions of section 1980 through 1992 of the civil code for the State of California. The Association may also, at its sole election, secure the boat to the rental buoy. **Lessee shall be liable for a holdover late fee of \$100 per day for each day or portion thereof beyond the expiration of this agreement.** The undersigned agrees to pay all reasonable attorney fees that may be incurred by the Association in pursuing its rights in accordance with the above titled sections of the civil code.

AGREEMENT

I HAVE CAREULLY 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.

Initial

Executed at _____ **California on** _____ **, 2019.**

 Lessee Signature

FORM INSTRUCTIONS:
 This form may be filled out and emailed directly to us at tahoetavern@hmmco.com. Please bring a copy of this form along with payment to the pier-attendant upon your arrival. We accept cash and checks, made payable to the Tahoe Tavern Property Owners Association (TTPOA).
 The pier attendant will assign you a mooring upon arrival. Buoys are available on a 1st come 1st serve basis. **Submitting this form on-line does not guarantee you a mooring**, but will allow us to better manage the buoy field so we may be prepared to accomodate all of our guests.

REQUESTED DATES

Arrival Date Departure Date

HOMEOWNER BUOY RENTAL RATES
(FOR ALL BOATS UP TO 29FT)
SEASON RATE = \$900
WEEKLY RATE = \$600

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.

Owners must provide a copy of the current boat registration, along with payment and completed buoy agreement before a buoy will be assigned.

Buoys will be available beginning on May 26th, and removed for winter by October 1st. Pier Attendants will be on duty from 8:00am to 8:00pm, June 9th until September 3rd, weather permitting.

RENTERS/GUESTS BUOY RENTAL RATES
(ARRIVAL TIME 2:00PM - DEPARTURE TIME 10:00AM)
FOR ALL BOATS UP TO 29 FT
\$600/WEEK
\$80/DAY (FOR ANY DAY OVER SEVEN)
\$200/WEEKEND RATE (FRI - SUN ONLY)