



February 20, 2009

Dear Chinquapin Homeowner:

Please read this cover sheet carefully, as pricing and deadline dates for application submission have changed for the 2009 Boating season and onwards. The TRPA has applied a fee of \$175 per buoy in addition to what Chinquapin already pays State Lands for the privilege of having a buoy in the lake. As a result, buoy rates are increasing.

The buoy application now has a tiered pricing schedule to ensure that proper paperwork is received for all boats in the buoy field. The Pricing schedule for full season rentals has been agreed upon by the Board of Directors and is as follows:

Application, Registration, and Proof of Insurance postmarked by April 15 th	<u>\$500</u>
Application, Registration, and Proof of Insurance postmarked by May 15 th	<u>\$600</u>
Application, Registration, and Proof of Insurance postmarked after May 15 th	<u>\$700</u>
<u>AND owner surrenders right to previously assigned buoy and is reassigned.</u>	

Additionally, we are instituting a fee for boats remaining on their buoys after the designated removal date:

Late Removal Fee: \$50/day beginning October 5th

Enclosed please find the 2009 Chinquapin Buoy License Agreement.

Please complete the entire application including your mailing address, telephone numbers, designated boat company and all of your 2009 boat information. You are also required to initial items A & B, sign, and date the bottom of the form.

Upon receipt of your completed application, payment, registration and insurance, a confirmation letter will be sent to you reserving the same buoy you had last summer, or if you are a new buoy renter, we will assign you a new buoy. If you wish to change buoys, please contact WMC. Requests will be determined on availability, and by order of receipt. Boats longer than 27 feet can only be accommodated in limited numbers and by special request.

You can obtain your 2009 boat sticker from the pier attendant.

Thank you,
WMC Association Management

2009 CHINQUAPIN BUOY LICENSE AGREEMENT

Chinquapin Homeowner _____	UNIT# _____
Mailing address: _____	_____
Street/P.O. Box _____	City _____ State _____ Zip code _____
Emergency Phone (____) _____	Chinquapin Phone (____) _____
<u>I am the registered owner of the following vessel:</u>	
CF # _____	Manufacturer _____ Boat Name _____
Color(s): Main _____	Secondary _____ Length: _____

- a) **Registration.** My boat, listed above is registered for the year 2009. **I am submitting a copy of my 2009 registration for this boat.**
➤ (_____) INITIAL
- b) **Insurance.** My boat, listed above is insured for the year 2009, with legal liability insurance of at least **\$300,000.00** covering claims arising out of use of the boat to be moored pursuant to this agreement. **I am submitting a copy of my insurance declaration showing proof of \$300,000 personal liability coverage.**
➤ (_____) INITIAL
- c) **Fees/Terms.** I have enclosed a check for:
○ \$500 if application is postmarked before April 15th, 2009
○ \$600 if application is postmarked before May 15th, 2009
○ \$700 if application is postmarked after May 15th, 2009
CHECK IS MADE PAYABLE TO CHOA
- d) I will moor only the boat registered to me and will allow no one else to use this buoy. I will supply mooring lines of the proper strength & length (12 FEET), to keep the boat on the mooring buoy.
- e) I will affix a CHOA boat sticker to the left windshield of my boat.
- f) The Chinquapin Homeowners Association may cancel this Buoy License Agreement at any time if I fail to abide by the terms of this Agreement or any rule or condition of the Chinquapin Homeowners Association related to the pier and boat area.
- g) I will accept all liability for any and all damage to the buoy assigned to me pursuant to this Buoy License Agreement. I will also defend, indemnify and hold harmless Chinquapin Homeowners Association, Packard Realty, and WMC Inc. from any action, suit, claim, demand, liability, judgment, damage, or costs, including attorney's fees, arising out of or related to the occupancy or use of the buoy by myself.
- h) If any term or condition of the Agreement should be held by court to be invalid, void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- i) The Association Property Manager is authorized to call the following designated boat company should an emergency arise and the undersigned boat owner cannot be reached. If the undersigned boat owner does not designate a boat company at Lake Tahoe, the undersigned boat owner hereby authorizes the Association Property Manager to call High Sierra Marine for emergency salvage. The undersigned boat owner agrees to pay for such emergency salvage.
- j) ► Designated Boat Company: _____ Phone # _____

I wish to reserve a buoy for the 2009 season 5/18-10/4. I have read, and agree to the terms listed above, and have provided the required documents.

Signature _____ **Date** _____

Mail application and payment to WMC, Inc., P.O. Box 6955, Tahoe City, CA 96145