

EXHIBIT E
CHOA Amended and Consolidated Rules and Regulations
SAMPLE CHINQUAPIN BUOY LICENSE AGREEMENT

Chinquapin Homeowner _____ **UNIT#** _____

Mailing address: _____
Street/P.O. Box

City _____ **State** _____ **Zip code** _____

Emergency or Cell Phone (_____) _____

Chinquapin Phone (_____) _____

I am the registered owner of the following vessel:

CF # _____ **Manufacturer** _____ **Boat Name** _____

Color(s): Main _____ **Secondary** _____ **Length:** _____

- a) **Registration.** My boat, listed above, is registered for the year 2012. I am submitting a copy of my 2012 registration for this boat.
(_____) **INITIAL**
- b) **Insurance.** My boat, listed above, is insured for the year 2012, 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 at least \$300,000 personal liability coverage, and a certificate of insurance that confirms CHOA is named as an Additional Insured on that policy.
(_____) **INITIAL**
- c) **Fees/Terms.** I have enclosed a check for:
- ☐ \$600 if application is postmarked **by** Saturday, April 14th, 2012
 - ☐ \$700 if application is postmarked **by** Tuesday, May 15th, 2012
 - ☐ \$800 if application is postmarked **AFTER** Tuesday, May 15th, 2012
- *CHECK IS MADE PAYABLE TO CHOA - NOT WMC***
Mail application and payment to WMC, Inc., P.O. Box 6955, Tahoe City, CA 96145
- 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 and length (12 FEET – no longer), to keep the boat on the mooring buoy. Any unauthorized use of a buoy by me, or anyone using any boat owned by me, with my express or implied consent, shall result in a minimum fine of \$250.00, and immediate removal of such unauthorized boat from the buoy by the CHOA Management Company.
- 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 Regulation of the Chinquapin Homeowners Association related to the pier and boat area. I also understand that the CHOA may decline to consider this application, and/or revoke any buoy field use privileges if I am not current on all CHOA dues or assessments, at the time this application is submitted or anytime thereafter during the pendency of this Agreement. Further, if I become delinquent after I have paid my buoy fees and started using the buoy field, the Board may, after notice and hearing, suspend my right to use the buoy field and pier and, in its discretion, apply all or part of the buoy fees paid by me to the delinquent assessments.
- 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 the 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 and/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 CHOA Management Company 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 CHOA Management Company 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 2012 season (5/25-10/1). I have read, and agree to the terms listed above, **and the Indemnity, Assumptions of Risk, and Release Agreement on the reverse hereof**, and have provided the required documents. *(This application will not be considered without all required documentation.)*

Signature _____ Date _____

INDEMNITY, ASSUMPTION OF RISK AND RELEASE AGREEMENT: BOAT OWNER, ON BEHALF OF HIMSELF AND ALL OTHERS WHO OWN AND/OR USE THE BOAT, AND/OR THE CHOA BUOY, BUOY FIELD, BEACH OR PIERS, HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE CHOA, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITY OR CLAIMS FOR PERSONAL INJURIES, INCLUDING DEATH, OR PROPERTY DAMAGE ARISING FROM THE RENTAL OR USE OF THE CHOA BUOY, BUOY FIELD, PIERS AND/OR BEACH AREA.

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

OWNER FURTHER AGREES TO BE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGES SUSTAINED BY THE OWNER 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.

OWNER FURTHER AGREES TO INDEMNIFY CHOA, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IF CHOA IS SUBJECT TO THREAT, CLAIM OR SUIT, OR IS NAMED A PARTY IN ANY SUCH CLAIM, SUIT OR PROCEEDING, ARISING FROM THE USE OR OPERATION OF THE BOAT THAT IS MOORED PURSUANT TO THIS AGREEMENT, THE RENTAL OR USE OF THE CHOA BUOY, BUOY FIELD, PIERS AND BEACH AREA.