

# 2018 CHINQUAPIN BUOY LICENSE AGREEMENT AND RELEASE

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: \_\_\_\_\_

Does your boat have an extension boarding platform? Yes \_\_\_\_\_ No \_\_\_\_\_

**Boats longer than 27' (inclusive of any extensions or swim platforms) will need to be evaluated by the CHOA Board to determine if they can be safely accommodated in the buoy field.**

a) **Registration.** My boat, listed above, is registered for the year 2018. **I am submitting a copy of my 2018 registration for this boat. All California registrants must submit the new document this year.**

➤ (\_\_\_\_\_) INITIAL

b) **Insurance.** My boat, listed above, regardless of who is operating, is insured for the year 2018, with legal liability insurance with coverage 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 comprehensive liability coverage.**

➤ (\_\_\_\_\_) INITIAL

c) **Fees/Terms.** I have enclosed a check for:

- \$925 if application is postmarked by May 1, 2018
- \$1025 if application is postmarked by May 21<sup>st</sup>, 2018
- \$1125 if application is postmarked AFTER May 21<sup>st</sup>, 2018

**\*\*\*CHECK IS MADE PAYABLE TO CHOA - NOT WMC\*\*\***

**The check will not be cashed but returned for a newly submitted copy if it is not properly written out to CHOA.**

**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 not sublease or allow anyone else to use this buoy except as expressly authorized herein. If I rent my Chinquapin unit to a tenant with his or her own boat, they must make arrangements with CHOA or Packard Realty or WMC, Inc. for use of a buoy on an "as available" basis and the tenant must provide proof of insurance and sign an agreement indemnifying CHOA and its agents. I acknowledge that no third-party valet or boating instruction services may be provided on the Chinquapin property. If I or any user of my buoy violates this Agreement, my right to use the buoy may be revoked by CHOA. **I will supply mooring lines and accessories of the proper strength & length (12 FEET – no longer), to keep the boat on the mooring buoy.**

e) The Chinquapin Homeowners Association may cancel this Buoy License Agreement at any time if I (or any user of my buoy) fail to abide by the terms of this Agreement or any rule or requirement of the Chinquapin Homeowners Association related to the buoy, pier and boat area. I understand Chinquapin Homeowners Association dues must be current to license a buoy.

f) I accept liability for all claims, damages and injuries incurred relating to this Buoy License Agreement and use of the buoy. I release from any legal liability and agree not to sue, and I defend, indemnify and hold harmless, Chinquapin Homeowners Association, Packard Realty, WMC Inc., and their 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.

➤ (\_\_\_\_\_) INITIAL **I understand this is a RELEASE OF ALL CLAIMS.**

g) WMC Inc. 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, or said company cannot be reached or is unavailable, the undersigned boat owner hereby authorizes WMC Inc. to call High Sierra Marine for emergency salvage. The undersigned boat owner agrees to pay for such emergency salvage. Designated Boat Company:

Phone# \_\_\_\_\_

**I wish to reserve a buoy for the 2018 season. This Agreement does not guarantee the availability of a buoy. I have read, and agree to the attached CHOA Policy and the terms listed above, including the Release in Section f, and have provided the required documents. *(This application will not be considered without all required documentation.)***

**Signature of Boat Owner** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Signature of Boat Owner** \_\_\_\_\_ **Date** \_\_\_\_\_