

Lake Arrowhead Property Owners Association

Boat Mooring Lease Agreement

This Lease Agreement is made between Lake Arrowhead Property Owners Association, hereinafter LAPOA and

of

(Print) Association Members Name

Home Address

(Lessee) owning Lot # _____ in the Lake Arrowhead Property Owners Association. (_____) _____
Association Member's Contact Phone

Boat MC # _____ Type _____ Year _____ Color _____

RECITALS

A. LAPOA is a non-profit corporation and LAPOA operates common grounds and waters exclusively for LAPOA members.

B. The Lessee must be a member in good standing of the Lake Arrowhead Property Owners Association.

1. A member in good standing is defined as a Lake Arrowhead Property Owner who is current on all assessments and other obligations owed to Lake Arrowhead Property Owners Association and whose membership privileges have not been otherwise cancelled or suspended. Determination of good standing is in the sole discretion of LAPOA.

C. Lessee desires to lease an annual boat mooring site in the Lake Arrowhead Boat Launch Park.

D. Lessee wishes to enter into this rental lease for lessee's personal use. Lessee will not allow others to utilize leased site nor shall lessee attempt to sub-lease the rental site.

Therefore, it is mutually agreed by and between the two parties that LAPOA will allow Lessee to occupy Boat Mooring Site # _____ upon Lake Arrowhead's Buhl Lake, subject to the following terms, conditions and attached rules. LAPOA reserves the right to amend any rules incorporated by reference herein at any time, and for any reason whatsoever. Lessee agrees to anchor (secure) his/her boat Bow and Stern anytime moored at site.

The terms of this Lease Agreement are identified below unless otherwise terminated. Lessee agrees to pay a leasing fee in advance according to the following schedule:

Seasonal Start Date: May 1, 20__ End Date October 15, 20__ Rental Fees \$500.00/Year

Rental site should not be considered a secure area and none of LAPOA or its Board or Members or Representatives or Assignees (together, LAPOA Parties) will be responsible in any manner or form for any loss or damage to Lessee, Lessee's properties, or Lessee's invitees which may occur on said property or in any way in connection with the Site, Parks, or Water Ways.

Seasonal Lessees may utilize designated mooring site uninterrupted from May 1st through October 15th as identified above. No refunds will be made after May 1st of the year the lease agreement is executed. Lessee MUST remain "in good standing" with the LAPOA during all times or this contract shall be terminated, all Lessee property removed from the Site, and rental fees forfeited.

Initial: _____

Any boat or other property left on the Site after conclusion of this lease agreement (October 15th) will be deemed abandoned and removed, impounded by law enforcement, and/or sold at LAPOA's sole discretion. Lessee authorizes LAPOA or its assignee the right to remove said boat or property and Lessee releases and holds LAPOA, and agents of LAPOA, harmless for any and all damages incurred from or in connection with said removal. All costs associated with removal, selling, storage and other disposal of abandoned property will be the sole responsibility of Lessee. LAPOA may charge Lessee fees it incurs removing, selling, storing, or otherwise disposing of abandoned property.

Boating Rules are attached to this contract and can be printed from www.lapoa.com. The Rules are also posted at the Boat Launch. I have read the Boat Mooring Lease Agreement and the Boating Rules. I agree to comply with all that I have read. Further, I shall indemnify, defend, and hold LAPOA, and any employees, agents, and members of LAPOA harmless for any and all liability, damages, losses, costs or expense (including actual attorney fees) incidents, accidents, or claims related to this Lease Agreement and use of the Buhl Lake and Boat Launch Park by me, my family, or guests, whether or not cause by contributed to by the LAPOA, unless such is caused by the sole negligence of LAPOA. Simply put, I agree to release LAPOA Parties from all claims related to this Lease Agreement to the fullest extent permitted by law.

Signature of Lessee / (Association Member)

Date

Boat Mooring Site #