

# Lake Arrowhead Property Owners Association

## Boat Storage Rack 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 Rack Assignment # \_\_\_\_\_ Watercraft Type \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_

### RECITALS

- A. LAPOA is a non-profit corporation and LAPOA operates common grounds and waters exclusively for LAPOA members.
- B. All of Lessee LAPOA assessments for the lease season must be paid to be eligible for a Boat Storage Rack Lease.
- C. The Lessee must be and remain 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.
- D. Lessee desires to lease a seasonal boat storage rack site at the Lake Arrowhead Boat Launch Park. Storage is for non-motorized watercraft i.e. rowboats, canoes, kayaks, waterboards, etc.
- E. Lessee will be assigned a LAPOA Boat Storage location sticker which must be affixed and clearly visible on stored boat.
- F. Lessee wishes to enter into this lease for lessee's personal use. Lessee will not allow others to utilize the leased site nor shall lessee attempt to sub-lease the site.

Therefore, it is mutually agreed by and between the two parties that LAPOA will allow Lessee to occupy Boat Storage Site # \_\_\_\_\_ upon Lake Arrowhead's Boat Launch Park, 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.

The terms of this Lease Agreement are identified below unless otherwise terminated. There is no charge to lease a reserved site on the LAPOA Boat Storage Rack. Providing all lease requirements are met, the deposit fee will be refunded to Lessee at conclusion of lease. Lessee agrees to pay a leasing/deposit fee in advance according to the following schedule:

**Seasonal Start Date: May 15, 20\_\_\_\_ End Date October 15, 20\_\_\_\_ Deposit Fee \$25.00/Seasonally**

Leased 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 Boat Storage Rack site uninterrupted from May 15th through October 15th as identified above. Lessee MUST remain "in good standing" with the LAPOA during all times or this contract shall be terminated.

**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. Failure to comply with lease may result in removal of boat, cancellation of lease, and forfeiture of deposit.

LAPOA Boating Rules are on [www.lapoa.com](http://www.lapoa.com). The Rules are also posted at the Boat Launch. I have read the Boat Storage Rack Lease Agreement. 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 caused 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