

# LAKESHORE COMMUNITY ASSOCIATION DOCK SLIP PERMIT AGREEMENT

## TERMS AND CONDITIONS

1) MEMBERSHIP REQUIREMENT. Permittee is the legal owner of the boat that will be placed in the assigned slip and is a Member in good standing of the Lakeshore Community Association. This Permit is conditioned upon Permittee's continued status as a Member of the Lakeshore Community Association by virtue of ownership of property within the Lakeshore development. Lakeshore Community Association [herein called "Lakeshore"] is the owner of the Lakeshore community docks subject of this permit. Permittee shall abide by this Permit with Lakeshore and by such Westlake Lake Management Association (WLMA) Rules and Regulations ("Rules") as Lakeshore and WLMA may promulgate from time to time, and operational regulations of government authorities with regard to the use of the Lake and dock area, and shall cause any other person using Permittee's slip to do so.

2) PERSONAL. This Permit is personal. Permittee shall not assign, transfer, hypothecate or otherwise convey the rights granted herein or any part thereof. Any transfer or purported transfer without Lakeshore's prior written consent shall be considered void and ineffectual for any purpose.

3) PRIVILEGED LICENSE. This Permit constitutes only a privileged license, not a right, granted by Lakeshore which is fully revocable by Lakeshore at any time. Permittee shall not be deemed an invitee of Lakeshore nor the owner of the dock or slip, and neither this permit, nor any expenditure of monies by Permittee in reliance thereon, shall create any estate, servitude, or other possessory interest in favor of Permittee in the property subject of this Permit. The rights hereunder are not Permittee's rights and are limited solely by the terms of this Permit and as governed under the Rules. The rights of Lakeshore hereunder shall inure to the benefit of any of its successors or assigns; and the obligations of Permittee hereunder shall bind anyone using the slip under the Permit.

4) CONTINUED BOAT INSURANCE COVERAGE. Permittee, at Permittee's expense, shall maintain insurance at all times during Permit term as evidenced by the insurance certificate attached, with Lakeshore and WLMA [including its representatives] as additional named insured. Permittee shall concurrently with payment of annual slip fee provide Association with proof of insurance naming Association and WLMA as additional named insured(s). In addition, the Permittee will ensure any co-owner or tenant-owner listed below meets these same insurance requirements.

5) LICENSE CONTINGENT ON PERMITTEE BEING CURRENT ON ASSOCIATION ASSESSMENTS. Permittee expressly understands and agrees that the permit granted is contingent upon Permittee timely paying any and all special and regular assessments owed to the Association pursuant to the recorded Declaration of Covenants, Conditions and Restrictions which bind Permittee as a Member of the Association. Failure to timely pay any assessments owed by

Permittee to Association pursuant to the CCRs shall constitute a breach of this permit and shall be grounds for suspension or termination of this Permit under Section 11 of this Permit. In addition, the lien rights granted under Section 12 of this Permit shall apply equally to secure payment of all amounts owed by Permittee for regular and special assessments and collection charges owed by Permittee to Association pursuant to the CCRs.

6) SLIP FEE. Upon the terms and conditions of this Permit, Lakeshore agrees to rent a Lakeshore Community dock slip \_\_\_\_\_ to Permittee for the current bi-annual fee of \$\_\_\_\_\_, pro-rated monthly, as of the day this Permit is signed by Permittee. As defined in other published Lakeshore dock policies, Permittee may also be subject to late fees and interest. Slip fees increases may also occur as deemed necessary by the Association's Board of Directors. To maintain the community docks, Lakeshore may cause Permittee at any time to permanently move Permittee's boat to another slip or temporarily remove it from the Association docks if maintenance or repair is required.

7) SLIP OCCUPANCY. Boat ownership must be consistent with the following provisions for the duration of this Permit: Only one boat shall be moored at the slip under this Permit at any one time. Any change in boat ownership on the part of the primary owner will constitute termination of this Permit, with the exception of the primary owners acquisition of a successor or replacement boat.

7A BOAT OWNERSHIP. Ownership of the boat occupying this slip, including any co-ownership, must be registered with WLMA and comply with WLMA requirements. Ownership must also comply with Association CCRs and dock/slip rental policies as published by the Association. Permittee must notify Association within 30 days of any change in boat ownership. When applicable, Permittee must comply with CCRs regarding registration of tenants.

7B. DOCK/SLIP ACCESS. The dock and associated slips are considered a common area resource as stated in the CCRs of the Association and are subject to the access and usage privileges as defined in that document. Lakeshore reserves the right to examine and inspect at any time Permittee's slip area and the boat occupying the slip boat for the purpose of verifying performance under the terms of this Permit. Lakeshore will endeavor to provide advance notice to Permittee of inspecting such boat so that Permittee or Permittee's representative may be present at such inspection

8) NO DOCK ALTERATIONS. Permittee shall make no addition or alteration of the dock or slip whatsoever, nor commercial use thereof as to any boat whatsoever, nor store flammable materials thereon, nor set any fire thereon. All boats shall be secured safely to the dock whenever unoccupied; no boat shall be beached, kept on shore, or be left unattended while anchored. The dock shall be kept clear of all equipment not currently in use. The slip and adjacent dock shall be kept free of debris. All boats on the Lake shall be kept in good working order and attractive condition.

9) LAKE SECURITY. Permittee understands there is presently no governmental police patrol of the Lake and agrees none need be provided in the future. Permittee understands WLMA maintains a boat patrol on the Lake and Permittee agrees to be subject to and to follow

directions of WLMA's employees engaged in safety or security matters and generally subject to all WLMA rules and regulations concerning lake usage.

10) DOCK INSPECTION AND REPAIR. Permittee acknowledges having inspected the slip and dock area and that the same are in good order and repair without damage or debris in the areas of the slip. Permittee shall repair forthwith after demand, at Permittee's expense, any damage to the slip or dock or related facilities caused in any way by the use thereof by Permittee, Permittee's family, guests, or other invitees. If Permittee fails to so repair, Lakeshore may make the same repair at Permittee's expense or terminate this Permit as provided herein. If Lakeshore undertakes repairs necessitated by Permittee's actions, Lakeshore may specially assess Permittee as provided in the CCRs.

11) REVOCATION. If Permittee fails to abide by any of the provisions of this Permit or of the published Association dock policies, and does not cure a deficiency though demand is made, Lakeshore shall have the right at any time thereafter while Permittee is in default to revoke this Permit forthwith without refund of Permit fee, whereupon all rights and interest of Permittee herein granted shall terminate. Lakeshore may also revoke this Permit at any time in accord with and subject to the rights and procedures provided in the Rules and published policies of the Association. Forthwith within the notice period of any revocation, Permittee shall remove Permittee's boat. Any use of the slip by Permittee after termination, except to remove the boat, shall constitute a trespass against Lakeshore. Any boat not removed within fifteen (15) days after notice of revocation shall make it be subject to removal from the slip and storage by Lakeshore at the risk and expense of Permittee. In the event that Permittee ceases to be a Member or resident of the Association, Permittee shall be notified to remove his/her boat from its slip within 30 days of notice. Any boat not removed within that 30 day period shall be removed and stored at the risk and expense of the former Permittee.

12) LIEN. Permittee hereby grants Lakeshore a lien against the boat stored at the assigned slip to secure the payment of all sums payable by Permittee and performance of all other obligations hereunder.

13) RISK ASSUMPTION. As a material part of this Permit, Permittee does hereby assume all risk of damage or injury to persons (including children) or property from whatever cause (including vandalism and malicious mischief) arising out of any use of the dock or slip, or access thereto, or the use of the Lake by any person making use of Permittee's dock slip, whether with or without Permittee's consent, and expressly agrees that Lakeshore [including its representatives] shall not be liable for any such damage or injury, except caused by the active negligence or willful misconduct of Lakeshore [including its representatives acting within the course and scope of such employment].

14) INDEMNIFICATION. During the term of this Permit, Permittee shall indemnify and hold harmless Lakeshore [including its representatives] to the fullest extent permitted under California law against liability for all claims, costs, damage, loss or expense whatsoever, including reasonable attorney's fees, which at any time may be suffered or incurred by Lakeshore [including its representatives] on account of any damage, injury, or claim thereof, to persons (including children) or property in any way arising out of any of the aforesaid acts or

occurrences, or the breach of any obligation of Permittee hereunder. Permittee agrees that Lakeshore [including its representatives] shall not be liable in any manner for any damage to Permittee's boats from whatever cause except only if caused by the active negligence or willful misconduct conduct of Lakeshore [including its representatives acting within the course and scope of such employment]].

15) LEGAL NOTICE. All notices required or desired to be given hereunder or required by any statute in connection herewith, must be given in writing by receipted personal delivery system or certified mail return receipt requested with postage prepaid, to: Lakeshore Community Association, c/o The Emmons Company, P.O. Box 5098, Thousand Oaks, California 91359, or to Permittee at the address stated above. Any notice given by certified mail shall be deemed effective for all purposes on the date of receipt, or two days after mailing if unclaimed.

16) LEGAL ACTION(S) In the event that legal action is taken to enforce the provisions of this Permit or to remedy a breach of said Permit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred therein. However, prior to initiating any legal action, the complaining party shall first offer to participate in mediation with the other party to attempt to resolve the dispute without litigation. If the party who is offered mediation does not agree to participate in mediation within ten days of the offer, that party shall not be entitled to recover attorneys fees and costs, even if that party were ultimately determined to be the prevailing party. In the event litigation is commenced without first offering mediation, the party so initiating litigation shall not be entitled to recover attorney's fees and costs from the other party, even if that party is ultimately determined to be the prevailing party.

17) COMPLETION OF PERMIT PROCESS. Within 90 days of the date of when this agreement is signed, Permittee must submit to the Association the Slip and Boat Ownership Information form for approval. In addition, the approved boat must be moored at the assigned slip. Once this form is approved the Permit process is completed. If these conditions are not met, this agreement may be terminated and the prorated remainder of slip fees paid would be refunded.

WHEREFORE, the parties to this Permit subscribe their names effective the date written above. This Permit will remain in effect until revoked or replaced by Association or Permittee.

Slip Permittee Signature \_\_\_\_\_ Date \_\_\_\_\_

**LAKESHORE COMMUNITY ASSOCIATION  
SLIP AND BOAT OWNERSHIP INFORMATION**

[Please print. Must be submitted within 30 days of signed Dock Permit Agreement]

**SLIP PERMITTEE**

Member name \_\_\_\_\_

Member address \_\_\_\_\_

Phone \_\_\_\_\_ Initial slip assignment \_\_\_\_\_

Email \_\_\_\_\_

**OWNERSHIP OF BOAT OCCUPYING SLIP**

Boat owner name \_\_\_\_\_

(Must be a resident Member or a registered tenant)

Boat owner residence \_\_\_\_\_

(Must be a valid Lakeshore address)

Phone \_\_\_\_\_ WLMA-assigned boat number \_\_\_\_\_

Email \_\_\_\_\_

Boat co-owner name \_\_\_\_\_

(Must be a resident Member or a registered tenant)

Boat co-owner residence \_\_\_\_\_

(Must be a valid Lakeshore address)

Phone \_\_\_\_\_

Email \_\_\_\_\_

Slip Permittee signature \_\_\_\_\_ Date \_\_\_\_\_

Association approval \_\_\_\_\_ Date \_\_\_\_\_