

Termination of this Anchorage Agreement by the Member is permitted provided the Member submits a request in writing 15 days prior to their desired Cancellation Date. Member is responsible for removing the vessel from the slip and returning any key(s) issued for gate access by the Cancellation Date. Refunds for prepaid fees will be pro-rated.

MEMBER INFORMATION

Tract:_____ Lot:_____

First Name:_____ Last Name:_____

Property Address:_____

BOAT INFORMATION

Make of Boat:_____ Boat Length:_____

Boat Description:_____

CF #:_____ CLPOA Decal:_____ Slip #:_____ Key #:_____

AGREEMENT

☐ It is hereby agreed as follows:

That the Canyon Lake POA owns, operates and maintains an Anchorage or Landing at the Lodge Marina, 22200 Canyon Club Drive, Canyon Lake, CA for the rental of space to boat owners and operators, and for its own use and benefit in the operation of its various services, but is not engaged in the business of public wharfing.

The Agreement runs from _____ to 4/30/2022; Proration of contract is allowed if contract begins after May 1. The Member agrees to pay the Canyon Lake POA in advance, at the time this Anchorage Rental Agreement is executed as rental of space for the 2021-2022 Fiscal Year of the following described boat; and further agrees in consideration of the use of said space, to abide by all of the Covenants and Conditions hereof.

This Agreement is for the rental of space only, such space is to be used at the sole risk of the Member of said boat, Member's guests and invitees, and the Canyon Lake POA shall not be liable or responsible for the care or protection of the boat (including her gear, equipment and contents) for any loss or damage of whatever kind or nature to said boat, her contents, gear or equipment, or to Member or any of Member's guests or invitees howsoever occasioned. There is no warranty of any kind as to the condition of floats, walks, gangways, ramps or mooring gear, nor shall the Canyon Lake POA be responsible therefore, or for any injuries to persons or property occurring thereon or for any other reason, whether herein specifically stated or not.

RENTAL CHARGE AGREEMENT

☐ **It is hereby agreed as follows:**

Member may remit payment to Canyon Lake POA for the rental charge by making a single annual payment at the beginning of the year, or alternatively by registering with Automatic Payment Service (APS) to have monthly payments and installment fees charged to his/her bank account automatically by means of ACH on a monthly basis. Funds from your bank will normally be withdrawn on the 1st day of the month. In the event the 1st occurs on a weekend or holiday, the funds will be withdrawn on the first business day immediately following the 1st. Payment in full is required for the four month program.

MEMBERS DELINQUENCY AGREEMENT

☐ **It is hereby agreed as follows:**

In the event the Member becomes delinquent on the rental charge for any reason, the Canyon Lake POA shall provide 15 day written notice to remit payment. Failure to remit payment within the 15 day notice period will result in termination of this agreement.

ACKNOWLEDGMENT OF CONDITIONS

☐ **It is hereby agreed as follows:**

Member agrees to comply with all posted Rules & Regulations of the Canyon Lake POA as fully as though they were set forth herein, and should breach of this Agreement or Violation of the posted Rules & Regulations occur, this Rental Agreement may be terminated immediately by the Canyon Lake POA and the Canyon Lake POA may remove the boat from her mooring space at the Member's risk and expense and retake possession of the mooring space.

Member warrants that the boat is used for pleasure only and not in any commercial undertaking of use, and agrees to vacate the premises, upon written notice whenever said boat is used for other than pleasure.

Member agrees not to store any equipment or material of any kind on the floats or landings without the Canyon Lake POA's prior written permission.

Member agrees not to permit any dogs or other pets brought upon the premises by him or his guests to permit any nuisance on the Canyon Lake POA's ramps, docks, slips or fingers. Violation shall constitute grounds for cancellation of the Rental Agreement.

Member shall not permit paint remover, burning of paint, or spray guns to be used on the top-sides or above decks, nor to paint top-sides while it is in the rental space. Member may, however, perform ordinary maintenance while boat is within the Anchorage.

Except by mutual agreement between them, neither the Canyon Lake POA nor the Member shall permit solicitors, brokers, salesmen or workmen, other than regular employees of the Canyon Lake POA to do any work on the boat while it is in the rental space or to solicit on the Anchorage premises.

Should Member sell or part with possession of the above described boat, the new owner and/or possessor shall have no right to the space occupied by the boat.

Should any damage occur to the Canyon Lake POA or its property as a result of any action or negligence on the part of the Member or any of his guests or invitees, then Member agrees to reimburse the Canyon Lake POA for any such damages immediately upon receipt of a demand for such reimbursement by the Canyon Lake POA.

Member agrees to use good judgment and behavior in the use of this facility by himself/herself, family members, guest and invitees and such use shall not in any way limit, inhibit or detract from the use and enjoyment of said docks by other members, their guests and invitees renting dock space in the Lodge Marina.

No living aboard shall be permitted.

Member agrees that the Canyon Lake POA may move the boat from the particular space rented to any other mooring space in the Anchorage. Additionally, Member agrees that the Canyon Lake POA may move the boat to its correct slip in cases of incorrect parking.

If the Member has not removed the boat from the Anchorage by the end of the Rental period, as set forth above, the Canyon Lake POA has the right to remove the boat and place the boat into storage at the Member's expense.

INDEMNIFICATION

☐ **It is hereby agreed as follows:**

Member agrees to hold the Canyon Lake POA harmless and to indemnify the Canyon Lake POA for all loss, damage or liability of any kind or claimed by a reason of any act or failure to act on the part of the Member or his agents, employees, guests or invitees or on the use of the mooring space for the boat.

INSURANCE

☐ **It is hereby agreed as follows:**

Member agrees to provide a certificate of insurance for any boat moored in the slip listed above that includes the following information: Prime Member on Title/Eligible Lessee as named insured. Policy number and expiration date of policy. Description of boat insured. \$300,000 minimum liability coverage per occurrence. Canyon Lake POA named as an "Additional Insured" or similar term with our full address of: 31512 Railroad Canyon Rd., Canyon Lake, CA 92587 included on this part of the policy.

MEMBER TERMINATION

☐ **It is hereby agreed as follows:**

Termination of this Anchorage Agreement by the Member is permitted provided the Member submits a request in writing 15 days prior to their desired Cancellation Date. Member is responsible for removing the vessel from the slip and returning any key(s) issued for gate access by the Cancellation Date. Refunds for prepaid fees will be pro-rated.

CANYON LAKE POA TERMINATION

☐ **It is hereby agreed as follows:**

This Agreement may be terminated by the Canyon Lake POA for violation of the Anchorage Rental Agreement, failure to pay the rental charge, more than 2 delinquencies during the Fiscal Year, or any other rules or Restrictions governing the use of the slip by Member. Said termination shall be written notice no less than ten (10) days prior to termination date. Said notice shall be deposited postage pre-paid in the United States mail addressed to the Member at the mailing address listed on file. No refund of any rental fee shall be given by the Canyon Lake POA to the Member.

Upon termination, the Member must remove the boat from the dock slip by the identified termination date. The Canyon Lake POA has the right to tow any boat in the rental slip which has not been removed by the termination date. Member/member responsible will be liable for the expense related to the towing of said vessel.

ENFORCEMENT & LEGAL FEES

☐ **It is hereby agreed as follows:**

It is the intention of the Parties that the internal laws of the State of California (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties under this Agreement. Venue for any action arising out of this Agreement shall only be proper in the Riverside County Riverside, California.

The Parties agree that should any dispute arise between them or should any legal action be brought to enforce or interpret the Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in resolving any such dispute or enforcing or interpreting the Agreement. Costs shall include necessary disbursements and expert witness fees.

If any provision of this Agreement or the application thereof shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the Parties to this Agreement. The Parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the fullest extent possible, the economic, business and other purposes of the void or unenforceable provision.

Each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon and shall inure to the benefit of the permitted successors, executors, heirs, representatives, administrators and assigns of the Parties to this Agreement.

A waiver of any condition by the Canyon Lake POA shall not be deemed to be a continued waiver. No waiver of any other provisions or breach of this Agreement shall be deemed a waiver of any other provisions hereof or any subsequent breach by the other party of the same or any other position. Any provision of this Agreement determined to be invalid in no way should effect any other provision hereof.

MISCELLANEOUS PROVISIONS

☐ **It is hereby agreed as follows:**

This Agreement, together with any Exhibits attached hereto and amendments, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect to this Agreement. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

Failure to adhere to the above requirements may result in legal action. No amendment to this Agreement shall be valid unless it is in writing and executed by both Parties.

One (1) key for the CLPOA Anchorage Dock Rental entrance gate is included at no charge. Upon non-renewal, termination, or cancellation of this agreement the key must be returned to the Canyon Lake POA's Member Services department immediately. Failure to return the key will result in a non-returned item fee of \$100. Duplication of this key is ILLEGAL and will result in a fine of \$100.

By signing below, the undersigned hereby agrees to the terms and conditions established by Canyon Lake Property Owners Canyon Lake POA (CLPOA). As stipulated herewith, relinquishment of rights and privileges to the Canyon Lake POA's rental slips does not release or discharge the undersigned from financial responsibility including fees, fines, delinquency, late charges and / or damages caused by the tenant.

CHANGING DOCK SLIPS

☐ **It is hereby agreed as follows:**

Slip changes are permitted provided the following conditions are met:

1. A dock slip is available and is not being requested by another member on the dock slip waiting list. Priority will be given to members on the waiting list.
2. Member Services is notified and approves the change prior to the boat being moved.

Billing for members switching dock types (i.e. dock no electric to dock with electric or vice versa) who are utilizing the Automatic Payment Service (APS) will have the billing amount changed the month following the move. The month in which the move occurs will not be prorated.

APPLICANT'S SIGNATURE

ATTENTION TENANTS: The property owner or property manager will need to sign the Anchorage Rental Agreement as well.

Property Owner Signature: _____ Date: _____

By typing your name above you are agreeing and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) you are providing is accurate and that you agree to provide this information to the Canyon Lake Property Owners Association in compliance with Civil Code Section 4041, 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

Tenant Signature: _____ Date: _____

By typing your name above you are agreeing and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) you are providing is accurate and that you agree to provide this information to the Canyon Lake Property Owners Association in compliance with Civil Code Section 4041, 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

EMAIL YOUR COMPLETED FORM TO MEMBERSERVICES@CANYONLAKEPOA.COM