Cordova Lake Properties, L.L.C. dba Lakeside Village (Lakeside)

Boat Dock And Trailer Storage Rental Agreement

User Name(s):		
User Mailing Address		
User Mailing Addices		
Telephone Numbers: Home	Work	Cell
Registered Boat Owner:		
Registered Boat Owner: Name	Address	Telephone
Boat Make	Length	CF No
Lake Permit No	Trailer Make	License
RATES: SELECTED:		
BOAT	LD.	
	vs Fromto_	\$
		\$
		\$
Seasonal \$1,100.00		
TRAILER	- - •	
Daily* \$ 15.00Day	vs Fromto_	\$
Weekly \$ 90.00We	•	
		\$
Seasonal**\$ 350.00		
	• • • • • • • • • • • • • • • • • • •	TOTAL \$
*7am to 7am		,
Payment: (Amt & Check Number, if Applicable)		
Cash:	Check:	
Insurance: Certificate Attached:		
Company & Amount		
User understands that User is bound by all the terms and conditions on the reverse side of this form, which terms and conditions are incorporated herein by this reference as if fully set forth at this point.		
=	or boat trailers at any location is	vailable for an additional fee. User understands and in the park other than the area designated for rented s on leased or rented residential areas.
USERS' AND REGISTERED BOAT OWNERS' ACCEPTANCE AND SIGNATURES BELOW: SPACE NUMBER		
	DATE:	
		<u> </u>

TERMS & CONDITIONS

- 1. User agrees that it will not hold Cordova Lake Properties, LLC; and Gloria D. Cordova and William V. Cordova, as individuals, (collectively referred to herein as "Owners") and any of the Owners Principals, Managers, Agents or Employees, responsible for any damages or losses whatsoever to User(s)' property, including but not limited to: Boat, Trailer Equipment, Fixtures, Appliances and Personal Property of every kind, as a consequence or result of fire, theft, vandalism, wind, rain, heat, cold, or any other perils that may befall Users' property. This release includes any losses which may arise as a consequence or result of defects in the boat docks, methods, facilities or equipment and includes without limitation, any personal injury, death, or property damage caused by the active or passive negligence of any of the released parties. User bears sole responsibility for any loss.
- 2. User agrees to purchase and maintain Liability Insurance covering all boating perils and to furnish Cordova Lake Properties, L.L.C. a Certificate of Insurance. Certificate of Insurance shall provide Liability coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) and name Cordova Lake Properties, L.L.C. as an additional insured. User understands and agrees that until the Certificate of Insurance meeting these terms is received by Cordova Lake Properties, L.L.C., User will not be permitted use of the Lakeside Village Boat Docks.
- 3. User agrees to indemnify and hold harmless the Owners and any of the Owners' Principals, Managers, Agent, and Employees, against all claims, damages, losses, liabilities, demands for personal injury, death or property damage arising from or related to this Agreement as it pertains to User's use of the boat docks or any activity arising out of User's use of the boat docks, including any and all actions of User, his employees, his agents, his representatives, his guardians, his successors, his assigns, his heirs, his children and next of kin, whether or not all such losses occur on or off the premises of Cordova Lake Properties, L.L.C. User agrees to be held solely responsible for damages caused by User's boat or boat property or User or User's guests to the docks.
- 4. User is solely responsible to adequately tie-down his boat and provide all reasonable protection measures appropriate to safeguard the value and use of his boat and property. User gives Cordova Lake Properties, L.L.C. or its authorized agents, permission to take whatever steps it deems necessary to protect the User's property, including the movement of the User's boat, replacement of tie lines, fenders, bumpers, etc, at the User's entire expense. However, User fully understands that nothing in this agreement requires Cordova Lake Properties, L.L.C. or its authorized agents to take any such action.
- 5. User understands and agrees that rental fees are not refundable if User unilaterally elects to cancel this Agreement and or terminate his occupancy of the boat slip or tie-down prior to expiration of the User's rental period.
- 6. User understands and agrees that slip spaces are not available for multiple boat or other watercraft use or tie-down for any period of time. Violation of this clause will subject the owner of the slip space to the daily charges specified in this agreement.
- 7. User understands and agrees that slip spaces may not be subleased or rented to any other parties without the written consent of Cordova Lake Properties, L.L.C. Additionally boat dock keys may not be used by any party other than the slip space User.
- 8. User understands and agrees that Cordova Lake Properties, L.L.C. reserves the right to cancel this Agreement at any time for any reason and refund fees to User on a prorated basis.
- 9. User understands and agrees that no person acting on behalf of Cordova Lake Properties, L.L.C. may enter into any private contracts and/or agreements, verbal or written, with User, or any agent or employee of User, to care for, maintain, secure, locate, fix or repair any of Users property.
- 10. User understands and agrees that User's reservation and seasonal use of the designated boat slip is not transferable to any other party during the season, from year to year, or otherwise. Furthermore, User understands and agrees that no specific slips or assigned slips are guaranteed to User either for the season or from one year to the next. Cordova Lake Properties, L.L.C. may reassign slips and relocate Users boat to another slip at any time it deems necessary.
- 11. User understands and agrees that a breach of any one of the terms and conditions constitutes a breach of this entire Agreement. In such event, upon written notice to User by Cordova Lake Properties, L.L.C., User shall immediately vacate the designated boat slip and forfeit all rental fees.
- 12. User understands and agrees that this Agreement represents the entire Agreement between User and Cordova Lake Properties, L.L.C. No other Agreements oral or written are valid. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is signed by User and a principal of Cordova Lake Properties. L.L.C.
- 13. User understands and agrees that there is no launching of any type of water craft from Lakeside Village property. User further agrees and understands that there is no mooring or beaching of any type of water craft at Lakeside Village.