

## **2024 HALF SEASON BUOY APPLICATION AND AGREEMENT**

**Half Season Buoy Applications** COMPLETED APPLICATIONS MUST BE RECEIVED BY MARCH 31, 2024 TO BE ELIGIBLE FOR THE DRAWING ON APRIL 6th. **NOTHING WILL BE ACCEPTED AFTER MARCH 31st**

**TOTAL FEE DUE \$1000**

First Half Season is Friday May 24, 2024 to Tuesday July 30<sup>th</sup>, 2024; Second Half Season is Thursday August 1st, 2024 to Sunday, October 6th, 2024. Boats must vacate buoy no later than 11 AM on end date.

**I, AM APPLYING FOR THE \_\_\_\_\_ HALF SEASON**

The drawing will be Saturday APRIL 6, 2023. Notification will go out following the drawing.

**Required Enclosures/Documents:**

- Check payable to: **Lake Tahoe Park Association. DO NOT INCLUDE ANYTHING OTHER THAN BUOY MONEY**
- Copy of boat's registration in name of Applicant.
- Copy of the boat's current liability insurance policy with Lake Tahoe Park Association named as an additional insured with a **minimum coverage of \$500,000 comprehensive liability coverage.**

**Terms:**

- Applicant hereby makes application for use of a buoy at the rates listed above and terms herein. All documents and fees requested on this Buoy Application and Agreement ("Agreement") must accompany the Agreement and be received by the required deadline or Applicant will not be considered for a buoy.
- Applicant agrees not to assign, sublet, transfer or lend an Association buoy. Buoy renters are responsible for removing their boat from the rented Association buoy on the date stated on this contract. Failure to remove boats from assigned buoys ontime will be considered a violation of the terms of this Agreement.
- In consideration for the use of a buoy, as a boat owner and buoy renter, Applicant accepts the use of a buoy under the terms of this Agreement, and agrees to abide by the current edition of the Association's Buoy Policies and Procedures (available at [www.laketahoe.org](http://www.laketahoe.org)) which Applicant acknowledges having read. Applicant agrees the Association may cancel this Agreement at any time if user of the buoy violates the terms of this Agreement or the Buoy Policies and Procedures or any rule or requirement of the Association related to the buoy, pier and boat area. Applicant agrees that a violation of the terms of this Agreement or the Buoy Policies and Procedures or any rule or requirement of the Association related to the buoy, pier and boat area may result in forfeiture of the buoy rental fee and deposit, without proof of any specific damages, and forfeiture of the right of Applicant to use the buoy in the current season and elimination of future rights to participate in the buoy selection process, all as determined by the Association Board of Directors.

➤ **I understand and agree to the above SANCTIONS FOR VIOLATION of this**

**Agreement. (\_\_\_\_\_) APPLICANT**

- Applicant accepts liability for all claims, damages and injuries incurred relating to this Agreement and use of the buoy. Applicant RELEASES from any and all liability and agrees not to sue, and will defend, indemnify and hold harmless, Lake Tahoe Park Association and its officers, directors, employees and agents, from any action, suit, claim, demand, liability, judgment, damage, or costs, including attorney's fees, arising out of or related to use of the buoy by the undersigned and the under- signed agents, family and designees.

**I understand this is a RELEASE OF ALL CLAIMS \_\_\_\_\_**  
**(signature of applicant)**

**Name \_\_\_\_\_ Tahoe Park address \_\_\_\_\_**

**Email \_\_\_\_\_ Phone number \_\_\_\_\_**

**Boat length \_\_\_\_\_ Boat model \_\_\_\_\_**

**This boat has the minimum requirement of \$500,0000 comprehensive insurance \_\_\_\_\_ (yes/no)**

**Tahoe Park is listed with the words "additionally insured" on insurance documents \_\_\_\_\_ (yes/no)**

