

**CANYON LAKE PROPERTY OWNERS ASSOCIATION
31512 RAILROAD CANYON RD
CANYON LAKE, CALIFORNIA 92587
ANCHORAGE RENTAL AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20___, between _____, hereinafter called "OWNER", and the CANYON LAKE PROPERTY OWNERS ASSOCIATION, hereinafter called "the ASSOCIATION."

IT IS HEREBY AGREED AS FOLLOWS:

1. That the ASSOCIATION owns, operates and maintains an Anchorage or Landing at the LODGE MARINA, 22200 Canyon Club Drive, Canyon Lake, 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.
2. The OWNER agrees to pay the ASSOCIATION in advance, at the time this Anchorage Rental Agreement is executed as rental of space for the _____ season 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.

OWNER: _____ TRACT _____ LOT _____
LOCAL RESIDENCE: _____ LOCAL PHONE NO. _____
_____ NON-LOCAL PHONE NO. _____
MAKE OF BOAT: _____ LENGTH _____
CF# _____ CANYON LAKE DECAL NO. _____ SLIP # _____ KEY# _____
DESCRIPTON OF BOAT: _____

3. This Agreement is for the rental of space only, such space is to be used at the sole risk of the OWNER of said boat, OWNER'S guests and invitees, and the ASSOCIATION 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 OWNER or any of OWNER'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 ASSOCIATION be responsible therefore, or for any injuries to persons or property occurring thereon or for any other reason, whether herein specifically stated or not.
4. This Agreement may be terminated by the ASSOCIATION for violation of the Anchorage Rental Agreement or any other rules or Restrictions governing the use of the slip by OWNER. 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 OWNER at either the local (____) or non-local (____) address as designated herein by a check. No refund of any rental fee shall be given by the ASSOCIATION to the OWNER.
5. OWNER 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.
6. OWNER agrees not to store any equipment or material of any kind on the floats or landings without the ASSOCIATION'S prior written permission.
7. OWNER agrees not to permit any dogs or other pets brought upon the premises by him or his guests to permit any Nuisance on the ASSOCIATION'S ramps, docks, slips or fingers. Violation shall constitute grounds for cancellation of the Rental Agreement.
8. Except by mutual agreement between them, neither the ASSOCIATION nor the OWNER shall permit solicitors, Brokers, salesmen or workmen, other than regular employees of the ASSOCIATION to do any work on the boat While it is in the rental space or to solicit on the Anchorage premises.
9. OWNER 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. OWNER may, however, perform ordinary maintenance while boat is within the Anchorage.
10. OWNER agrees that the ASSOCIATION may move the boat from the particular space rented to any other mooring Space in the Anchorage.

- 11. OWNER agrees to comply with all posted Rules and Regulations of the ASSOCIATION as fully as though they Were set forth herein, and should breach of this Agreement or Violation of the posted Rules and Regulations occur, this Rental Agreement may be terminated immediately by the ASSOCIATION and the ASSOCIATION may remove the boat from her mooring space at the OWNER’S rick and expense and retake possession of the mooring space.
- 12. Should the ASSOCIATION take action against OWNER to enforce payment of any sum due hereunder or to force any of the conditions contained in this Rental Agreement or the posted Rules and Regulations, OWNER agrees to pay costs of such action, together with any reasonable attorney’s fees.
- 13. Should OWNER 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.
- 14. If the OWNER has not removed the boat from the Anchorage by the end of the Rental period, as set forth above, the Association has the right to remove the boat and place the boat into storage at the OWNER’S expense.
- 15. Should any damage occur to the ASSOCIATION or it’s property as a result of any action or negligence on the part of the OWNER or any of his guests or invitees, then OWNER agrees to reimburse the ASSOCIATION for any such damages immediately upon receipt of a demand for such reimbursement by the ASSOCIATION.
- 16. OWNER agrees to hold the ASSOCIATION harmless and to indemnify ASSOCIATION 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 OWNER or his agents, employees, guests or invitees or on the use of the mooring space for the boat.
- 17. A waiver of any condition by the ASSOCIATION shall not be deemed to be a continued waiver.
- 18. OWNER 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 owners, their guests and invitees renting dock space in the Lodge Marina.
- 19. OWNER agrees that the use of the Lodge Marina dock by himself/herself, family members, guest and invitees is limited daily to the hours between dawn and 10:00 PM. Any use or access to the facilities after 10:00 PM or before dawn requires advance approval by Canyon Lake POA Community/Marine Patrol or the General Manager.
- 20. NO LIVING ABOARD SHALL BE PERMITTED.

OWNER

CANYON LAKE PROPERTY OWNERS ASSOCIATION

DATE: _____ BY _____
Manager

I acknowledge receipt of one key for the P.O.A. Boat Dock Rental entrance gate. I agree to return said key upon cancellation of my Rental Dock. Failure to return this key will result in a fine of \$100.00. Duplication of this key is ILLEGAL and will result in a fine of \$100.00.

Signed _____