

## **SLIP RENTAL AGREEMENT**

In consideration for permission to place, store or remove a vessel, authorized for storage by Spring Valley Lake Association, in slips furnished for such storage, located at Spring Valley Lake Marina, 13325 Spring Valley Parkway, County of San Bernardino, State of California, the undersigned for themselves, their heirs, successors, executors, administrators and/or personal representatives, hereby waive all claims of every kind whatsoever against the Spring Valley Lake Association, their agent or assigns for personal injury and/or property damage arising at any time out of the placement, storage or removal of said above-described property including but not limited to all waterways, slips, docks, and approaches to said storage area.

The undersigned further agrees to defend, indemnify and hold harmless the Spring Valley Lake Association, their employees, staff, agents, representatives and assigns from and against any and all real or claimed loss, cost, obligation, liability and claim for damage by reason of any injury to any person or property damage arising out of placement, storage, or removal of the below-referenced property, or any other activity while upon the Spring Valley Lake marina facility, by the undersigned, their agents, servants, guest, invitee or passengers, or other parties under the undersigned's control while upon or about the Marina area, waterways, slips or docks.

Marina slips are leased to members in good standing and subject to the following (Rules and Regulations section 5.1.9):

- Current SVLA vessel registration
- A signed agreement regarding compliance with terms of the rental
- Payment in advance of slip rental fees: \$100.00 a month or \$1,000.00 a year (Slip fees are non-negotiable. The full amount is due at the time the agreement is signed.)

Billings for slip rentals are done on an annual and monthly basis, quarterly payments are no longer available. Annual payments follow the calendar year to run in conjunction with vessel stickers; *all annual payments expire on December 31st every year*. Annual payments can only be made until January 31st, afterwards, only monthly payments will be accepted.

Only monthly payments are prorated, for annuals, the year beings at the time of rental. If your vessel is still in the slip after your rental period expires your account will be charged an administration fee along with the monthly rate for each month your vessel continues to occupy the slip.

Anyone renting a slip must keep their vessel sticker current with the association office. Vessel stickers are valid from Jan 1<sup>st</sup> – Dec 31<sup>st</sup> every year. Slip renters must acquire updated stickers by Jan 31<sup>st</sup> every year, otherwise, their slip will be canceled, and a prorated credit will be issued if necessary.

For first-time payments, if you come in to rent a slip on the 1<sup>st</sup> -15<sup>th</sup> of the month then the entire monthly payment is due. If you come in after the 15<sup>th</sup> of the month then a proration at the daily rate is applied in conjunction with the next month's payment.

Cancellations must be in writing in the Association office. The slip must be completely cleaned out at the time of cancellation and the slip key returned.

Slips cannot be transferred or sub-leased and must be promptly released back to the Association if no longer needed or eligibility is terminated. The association does not send out statements regarding vessels or slips; it is the property owner/tenant's responsibility to know when their slip rental period is expiring.

Any person renting a vessel slip must be in accordance with SVLA Rules and Regulations 2.1. Tenant members (as defined in R&R 2.2.5.7) MUST renew their tenant membership on or before November 30<sup>th</sup> every year in order to maintain their vessel slip agreement. **Any tenant member with inactive membership will have their slip agreement canceled immediately.** Tenant members are also responsible for maintaining a current Vessel Operators Permit (V.O.P.).

Tenant Only (Initial): \_\_\_\_\_ I understand that V.O.P.'s expire in tandem with tenant membership on Oct 31st and April 31st every year and it is my responsibility to keep it current.

A slip gate key is issued free of charge for each slip rented. Additional keys may be obtained at a rate of \$5.00 each. A nonrefundable \$10 fee is charged to the homeowner/tenant for each slip gate key not returned to the Association at termination of the rental agreement.

Spring Valley Lake Association is not responsible for notifying slip renters about any damages made to any vessel(s) occupying a slip due to natural disasters and/or inclement weather. It is the responsibility of the vessel owner to properly maintain and care for their vessel as they see fit.

PLEASE NOTIFY THE ASSOCIATION OF ANY UNSAFE, UNLAWFUL, OR HAZARDOUS CONDITIONS THAT COME TO YOUR ATTENTION.

r to rentin	g a slip the property owner/tenant member MUST initial each of the following and agree to abide b all policies and procedures.
be prope	<b>TRATION</b> . All vessels must be registered with the Association prior to renting a slip. SVL registration stickers must affixed along with state registration stickers. Vessels utilizing a slip must have current association vessel stickers the entirety of their agreement; <i>stickers are valid every calendar year: Jan 1st – Dec 31st</i> .
	<b>ICTIONS</b> . While your vessel is docked in an SVLA Marina slip, there shall be no display of any profanity, ng or Political views not limited to flags or signs.
_ NO WA	<b>AKE</b> . No wake is allowed in the marina.
	ULES & REGULATIONS. ALL vessel owners must follow the SVL Rules and Regulations. Copies are available at ociation office or on our website at www.svla.com.
NOISE.	. Noise should be kept to a minimum at all times.
SWIMN	MING AND FISHING. No swimming or fishing is allowed in the marina area.
	ELLATION OF SLIP. A cancellation form must be signed at the Association Office; at the cancellation of your slip I buoys, dock lines, ropes, and personal items must be removed, or the Association will dispose of items after time of ation.
	<b>AT YOUR OWN RISK</b> . SVL member (vessel owner) agrees to assume full responsibility for his or her vessel and s. The Association assumes no responsibility.
due to n	TAIN SLIP. Members must maintain slips during your rental period, any damage to docking facilities or moorings egligence on the part of the SVL member (vessel owner) will become the liability of the SVL member (vessel All repair costs shall be paid by SVL member (vessel owner) upon completion of said repairs.
working property	ING LINES. SVL member (vessel owner) shall provide and maintain appropriately sized mooring lines in good gorder and condition and will be responsible for tying up his or her vessel to prevent damage to other vessels or including the dock. If damage from vessel occurs SVL member (vessel owner) assumes all responsibility. There a labor and material charge assessed against the SVL member (vessel owner).
NO AL	TERATIONS TO SLIPS. No tires, canopies, or other items can be added to the slip.
VESSE	L MAINTENANCE. No major repairs are to be done in the slips, including oil change, painting, etc.
	<b>ORAGE ON DOCKS</b> . Walkways shall be kept clear at all times. Nothing should be left on the head-walkways or kways, including boat covers, laundry, floatation devices, etc.
FUEL.	Storage of gasoline, fuel or other combustibles on the docks is strictly forbidden.
obligation	<b>RESEEN CIRCUMSTANCE</b> . An unforeseen circumstance does <u>not</u> relieve SVL members of any payment ons. Unforeseen circumstances include but are not limited to natural disasters, labor disputes, civil disturbances, acts acts of God, accident, and pandemic.
	<b>NED CLOSURES:</b> Lowering the Lake is a maintenance project scheduled to take place every other year. During ears, no refunds, credits, or prorations will take place for vessel slips or vessel stickers.
have re	ad and agree to abide by the policies and procedures listed above and in the SVL Rules and Regulations Packet.
	Signature of Property Owner / Tenant Member Date

## **Slip Rental Agreement Information**

Property Owner / Tenant Member Name:		
Account #:	Tenant Member: YES / NO	
Phone #:	Email:	
Emergency Contact Name:	Emergency Contact #:	
State Registration #:	Description of Vessel (name):	
Slip Number:	SVLA Vessel Sticker Number:	
SVL Member Signature(Propert	y Owner/Tenant Member)	Date
Office use only: Number of keys issued: 1 Free (must be return Additional/Replacement keys issued:		

Rental				Due
Period	Dates	Fee Calculation	Charge	Date
	Year			
1 year	Period:	Flat Rate \$1,000.00		
	List			
1 Month	Month(s):	\$2.74 (Daily Rate) x(Amount of Days) + \$100 =		