



SPRING VALLEY LAKE ASSOCIATION
CONDITIONS FOR ISSUANCE OF VESSEL REGISTRATION/PERMIT

As used herein "SVLA" means Spring Valley Lake Association; "Lake" means Spring Valley Lake, a private lake; "Member" means a member of SVLA as defined in the Bylaws; "Associate Member" means an associate member of SVLA as defined in the Bylaws. Hereinafter, for the purposes of this agreement only, "Member" and "Associate Member" shall have the same meaning.

The undersigned, in order to register a vessel(s) with SVLA represents and agrees as follows:

1. I certify that I am a member of SVLA and the owner of the vessel(s) to be registered and that all information provided to SVLA regarding said vessel(s) is true and correct.
2. The vessel(s) to be registered is in good working order and of good appearance; I will keep the vessel(s) in good working order and good appearance and understand that there is no duty of SVLA to inspect the vessel(s). In the event I shall fail to repair, maintain or improve the vessel(s) within 30 days after written notice, SVLA may (but shall not be obligated to do so) remove such vessel(s) for such repairs, maintenance or improvements, or in the alternative, at the sole discretion of SVLA, terminate the registration(s) and remove or otherwise prevent the use of the vessel(s) on the Lake at my sole cost and expense in the exercise of its discretion. I hereby consent to such removal or prevention of use.
3. The privilege of operating the vessel(s) on the Lake is expressly subject to all SVLA rules; conditions and regulations governing operation of vessels on the Lake as now exist or may hereinafter be promulgated by SVLA.
4. I understand that violation of a Federal, State, County, or SVLA statute, law, ordinance, or regulation, pertaining to use of a vessel may be grounds for suspension or revocation of my vessel registration privileges, and that such violations may result in a monetary fine to be levied against me through a citation process. Failure to pay any such fine may result in revocation of my vessel registration(s).
5. The vessel(s) shall not be used for rental or ferry purposes, or the transportation of any person(s) or material for hire or for any commercial purpose. The vessel(s) shall be operated on the Lake for the personal and private use of member, member's family and for reasonable accommodations to personal guest.
6. The permit(s) issued with respect to the vessel(s) is for the period expiring on the date shown on the permit(s). No pro-rated refund will be made of the amount paid in the event of cancellation or revocation of the vessel registration(s) or removal of the vessel(s) or prevention of its use on the Lake. I agree to remove the vessel(s) from the Lake within five days of transmittal of notice to member by SVLA, and that if the vessel(s) is not removed; I authorize SVLA to cause the vessel(s) to be removed to storage in the name and at the cost and expense of Member.
7. The certificate(s) of insurance in forms required by SVLA in Section 5.2.4-5.2.4.3.6 of the Rules and Regulations must be properly signed and delivered to authorized personnel at the SVLA office before the vessel(s) may be placed on the Lake.
8. The vessel(s) may be launched and removed from the Lake only at SVLA approved launching sites.
9. I hereby agree to save, defend, hold harmless, and indemnify SVLA, its Officers, Directors, Employees, and Members against any and all damages and harm to persons and property suffered by, or asserted against SVLA, its Officers, Directors, Employees, and Members, as well as for any and all damages, injury, claims, demands, costs, attorney's fees, expenses, liens, actions and causes of action of every kind, nature and description including but not limited to negligent operation of the vessel(s) by anyone, and whether known or unknown, suspected or unsuspected, for damage and harm to any and all persons and property in any way caused or arising, directly or indirectly, from the use of the Member's vessel(s) or the conduct of Member or Member's family as well as that of Member's guests, permit tees, invitees and their spouses and children or the property of any of them while using the Lake.
10. Member shall place SVL decals on the port (left) and right (starboard) side of the vessel. SVLA shall have the right to cause removal of any vessel not showing a valid decal from the Lake at such member's sole cost and expense.
11. The vessel registration(s) is non-transferable. Member agrees not to attempt to transfer ownership of any vessel registrations(s) on the books of record of SVLA or to attempt to allow the exercise of any right or privileges of membership to any purported transferee or to any persons claiming under them. Any such purported transfer shall be void.
12. Every provision herein is intended to be several and interpreted pursuant to the laws of the State of California. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the within terms and conditions.
13. Vessel Sticker fees are not prorated and will not be prorated due to lake maintenance issues or closure. Vessel Stickers are nonrefundable.

Non-Powered Vessels (Initial each area below for all non-powered vessel registrations.)
Stickers will be issued at no cost for each non-powered vessel

_____ All non-powered vessels must be registered through the Association by providing a copy of the members homeowner's insurance with a minimum of \$300,000 limits of liability and also listing SVLA as additionally insured.

_____ VOP's are not required for non-powered vessel registrations but it is required that all members receive a copy of the rules of operating a vessel on the lake and inform any guests of the rules and restrictions of non-powered vessels.

_____ Non-powered vessels should not be operated by anyone under the age of 12 years old and the SVLA member assumes responsibility for any individual operating a vessel on the lake.

I understand that the foregoing sets forth provisions that give SVLA the right to remove the vessel(s) from the Lake. I expressly agree to all of the foregoing.

Signature _____ Date _____