

HROA DOCK - RENTAL AGREEMENT

Member ID # _____ Dock _____

Lot _____ Tract _____ Address _____

PROPERTY OWNER Name(s) _____

TENANT Name(s) _____

Phone: Home _____ Mobile _____

Arrival Date _____ Departure Date _____

Number of Watercraft Expected _____ (Maximum of 3 total)

Watercraft #1: _____ Insurance Certificate
Owner Watercraft Registration # / CF # Description

Watercraft #2: _____ Insurance Certificate
Owner Watercraft Registration # / CF # Description

Watercraft #3: _____ Insurance Certificate
Owner Watercraft Registration # / CF # Description

Check-in, Key Pick-up & Key Return at the Main Gate on Gateway Drive

Check-in time: 8:00 AM

Check-out time: 8:00 PM

Point Access Hours: 6:00 AM to 10:00 PM (No Parking on the Point after 10:00 PM)

Reservation Instructions

- 1) Complete and sign the HROA Dock Agreement and Use Permit
- 2) Enclose two (2) checks or credit card payment forms payable to HROA: one for the reservation fee and one for the refundable deposit.
- 3) Attach a valid homeowner or umbrella insurance certificate reflecting a minimum of \$500,000 in personal liability coverage for each boat owner listed above.

Rates and Rules

- \$50.00 per day (3 day minimum)
- \$250.00 per week
- \$100.00 Cleaning/Damage Deposit (refundable)

I understand and agree to the following: 1) I am responsible and liable for any necessary clean up or damage; 2) Clean-up and damage costs may exceed the cleaning/damage deposit held; 3) Failure to complete all clean-up and/or to return the key to the Main Gatehouse by 8:00 p.m. on the check-out date may result in additional charges; 4) refunds take a minimum of 72 hours to process; 5) There is a \$10.00 processing fee to cancel a reservation up to seven (7) days before the arrival date; no refunds for any cancellation less than seven (7) days before the arrival date.

Signature _____ Date _____

OFFICE USE ONLY

Amount paid for use \$ _____, Check # _____ Received by _____

Amount paid as deposit \$ _____, Check # _____ Received by _____

() Copy to Gatehouse () Copy to Maintenance

() Initial Inspection made on (date) _____ by _____

() Final Inspection made on (date) _____ by _____

HROA DOCK

USE PERMIT

This AGREEMENT is between the Heritage Ranch Owners' Association (HROA) and _____(USER) for the use of the HROA DOCK.

In consideration for the use of the HROA DOCK on (date)_____ to _____(date), USER agrees to indemnify and hold HROA and the property of HROA free and harmless from any and all claims, liability, loss, damage or expenses resulting from USER's use of said HROA DOCK, specifically, including (without limitation) any claim, liability, loss or damage arising by reason of death or injury of any person or persons, including USER, or by reason of damage to or destruction of any property, including property owned by USER, any of USER's guests, or any person acting as an employee, contractor or agent of USER who are on the HROA premises as a result of USER's activities, and caused or allegedly caused by either the condition of the said premises or some act of omission. HROA shall not be liable to USER for any loss due to theft, vandalism, fire, collision, natural disaster or water level fluctuation unless found negligent, including whenever immediate physical action is required by any HROA representative to prevent further damage to either personal property or the environment.

USER agrees that the HROA DOCK will only be used by the USER and his/her/their guests. USER agrees that they are responsible for all activities of their guests.

USER may not sublet the HROA DOCK under any circumstances.

USER agrees that they shall only use the HROA DOCK for personal purposes and shall not use the HROA DOCK for any commercial or other purposes.

USER agrees that fires are to be confined to a portable propane barbeque only.

USER agrees that there shall be no jumping or diving off of the HROA DOCK.

USER agrees to refrain from destroying, defacing, damaging, impairing or removing any part of the HROA DOCK or permitting any person to commit such acts.

USER agrees to refrain from attaching anything to the HROA DOCK including but not limited to: lockers, bumpers or carpets.

USER agrees to refrain from moving the HROA DOCK.

USER agrees to display the provided HROA RENTAL AGREEMENT on the HROA DOCK as instructed by HROA.

USER agrees to tie up all watercraft in a safe and proper manner (per the instruction sheet provided with this USE PERMIT) so as not to damage the HROA DOCK or other watercraft.

USER agrees to keep the gate locked at all times when the HROA DOCK is not being used, and not to duplicate or transfer the key provided. Upon termination of the USE PERMIT, USER agrees to return the key as stated in the RENTAL AGREEMENT. USER understands there will be a \$25.00 key replacement charge, if the key is lost or not returned.

USER agrees to remove the watercraft from the HROA DOCK on or before the check-out date and time, and when requested by HROA for emergency repairs, operations or safety. In the event the USER fails to remove their watercraft by the check-out date and time, HROA shall have the right to remove the watercraft and charge the USER for storage, along with a penalty equal to double the rental rate.

USER agrees not to use the HROA DOCK for any unlawful purpose, violate any law or ordinance or nuisance in connection with his/her/their use of the HROA DOCK.

USER agrees that quiet time is after 10:00 p.m. and that all loud music, etc. will cease by 10:00 p.m. USER agrees to vacate the area at date and time of check-out on the HROA RENTAL AGREEMENT.

USER agrees at all times to comply with the directive of any Association Security Officer or Enforcement Employee when requested to do so, including but not limited to: reducing the levels of noise, disturbance of peace, including playing loud music, boisterous or unruly behavior, or the use of profane, offensive, or threatening language or gestures, parking violations, etc.

In the event the USER vacates the HROA DOCK prior to the expiration of the RENTAL AGREEMENT, USER agrees that they shall not be entitled to any refund.

Signed: _____

Date: _____

Note: The gate to the Point is subject to close between the hours of 10:00 p.m. and 6:00 a.m. daily. Vehicles must be removed from the Point before 10:00 p.m.