



## HROA FLOATING DOCK USE PERMIT

This AGREEMENT is between \_\_\_\_\_(MEMBER/TENANT) and the Heritage Ranch Owners Association (HROA) for the use of the HROA DOCK.

In consideration for the use of an HROA DOCK on (date)\_\_\_\_\_ to \_\_\_\_\_(date).

A MEMBER/TENANT 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 the MEMBER/TENANT'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 the MEMBER/TENANT, or by reason of damage to or destruction of any property, including property owned by the MEMBER/TENANT, any of the MEMBER/TENANTs guests, or any person acting as an employee, contractor or agent of MEMBER/TENANT who are on the HROA premises as a result of the MEMBER/TENANTs 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 the MEMBER/TENANT 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 MEMBER/TENANT representative, to prevent further damage to either personal property or the environment.

MEMBER/TENANT agrees that the HROA DOCK will only be used by the MEMBER/TENANT and their guests.

MEMBER/TENANT agrees that they are responsible for all activities of their guests.

MEMBER/TENANT may not sublet the HROA DOCK under any circumstances.

MEMBER/TENANT 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.

MEMBER/TENANT agrees that there shall be no jumping or diving off of the HROA DOCK.

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

MEMBER/TENANT agrees to refrain from attaching anything to the HROA DOCK including but not limited to lockers, bumpers or carpets.

MEMBER/TENANT 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.

MEMBER/TENANT agrees to keep the gate locked at all times, and not to duplicate or transfer the key provided. Upon termination of the USE PERMIT, the MEMBER/TENANT agrees to return the key as stated in the RENTAL AGREEMENT. The MEMBER/TENANT understands there will be a **\$25.00** key replacement charge if the key is lost or not returned.

MEMBER/TENANT 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 MEMBER/TENANT fails to remove their watercraft by the check-out date and time, HROA shall have the right to cite and remove the watercraft and charge the MEMBER/TENANT for storage.

MEMBER/TENANT 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.

MEMBER/TENANT agrees that quiet time is after 10:00 p.m. and that all loud music, etc. will cease by 10:00 p.m. The MEMBER/TENANT agrees to vacate the area at the date and time of their required check-out.

MEMBER/TENANT agrees at all times to comply with the directive of any Ranch Patrol Officer or HROA Management when requested to do so, including but not limited to reducing the levels of noise, disturbance of peace, 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 MEMBER/TENANT vacates the HROA DOCK prior to the expiration of the RENTAL AGREEMENT, the MEMBER/TENANT agrees that they shall not be entitled to any refund.

**MEMBER/TENANT agrees to pre-register all GUEST/VISITOR BOATS with HROA Member Services.\***

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**\*New for 2021 Boating Season**

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OFFICE USE ONLY

Amount paid for use \_\_\_\_\_

Check #: \_\_\_\_\_

Cash

Credit

Amount paid as deposit \_\_\_\_\_

Check #: \_\_\_\_\_

Cash

Credit

Received by: \_\_\_\_\_

( ) Copy to Main Gate ( ) Copy to Maintenance