

APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION

2023 ANNUAL BOAT SLIP LICENSE

Licensors: Apple Canyon Lake Property Owners Association (“ACL”)

Licensee: Name: _____ Lot #: _____

Mailing Address: _____

Daytime Phone: _____ Email: _____

This agreement effective as of January 1, 2023 through December 31, 2023, between Apple Canyon Lake Property Owners Association (hereinafter referred to as “ACL”) and _____ (hereinafter referred to as “Boat Owner” or “Licensee”). This Boat Slip License supersedes all prior agreements between ACL and Licensee.

ACL grants to Boat Owner, and Boat Owner accepts from ACL, a revocable boat mooring license for the Slip space known as Association Slip # _____ subject to the following terms and conditions.

1. **DEFINITIONS:**

A. **Transferable Slip (T).** Slip leases granted by ACL to lot owners prior to November 17, 2002 are Transferable Slips. (*Rules and Regulations*, January 2022 edition, pg. 15) Lot owners having Transferable Slips may exchange slips to a different location without impacting the transferability of their Slip. Transferable Slips are subject to all Governing Documents of ACL including Rules and Regulations and Operational Programs and Procedures, violation of which may lead to revocation of this License and forfeiture of any rights granted hereunder. Transferable Slips can be transferred to a new property owner at the time of the sale of a lot. If a Transferable Slip is transferred to a new buyer, both seller and buyer must sign the Assignment of Transferable Dock form prior to the close of the sale. Failure to complete and sign the Assignment of Transferable Dock form at the time of a lot sale results in revocation of this License, the Transferable Slip automatically returns to the ACL Slip Pool and it becomes a Non-Transferable Slip.

B. **Non-Transferable Slip (NT).** All Slips assigned by ACL after November 17, 2002 are Non-Transferable. Non-Transferable Slips are subject to all Governing Documents of ACL including Rules and Regulations and Operational Programs and Procedures, violation of which may lead to revocation of this License. Non-Transferable Slips may only be transferred to another ACL property concurrently owned by the same boat slip licensee. Non-Transferable Boat Slips are reassigned by the ACL office upon the sale of a lot except as set forth herein.

2. **ANNUAL LICENSE FEES:**

Boat Owners shall pay ACL for the use of the slip space the sum of \$300 for the boating season which shall commence on January 1, 2023 and end on December 31, 2023. This License Fee of \$300 shall be payable on or before the first day of March of each year. The License Fee of \$300 shall be payable on or before the first day of March, 2023. The License Fee is non-refundable.

3. **REVOCAION OF SLIP LICENSE, LOSS OF PRIVILEGES AND CONSEQUENCES FOR NON-PAYMENT/NON-COMPLIANCE:**

Transferable and Non-Transferable Boat Slip Licenses are subject to revocation for violations of Governing Documents of ACL including Rules and Regulations and Operational Programs and Procedures, for failure to pay dues and fees owed the Association, failure to pay annual Slip license fee and failure to submit a fully completed annual Boat Slip License Agreement by the due date each and every year. All transferable and non-transferable Slip license fees and completed Licenses are due each and every year on **March 1**. All transferable and non-transferable Slip license fees and completed Licenses are due the first day of March, 2023. Slip License holders who pay their license fee and submit their annual Boat Slip License Agreement between **March 2 and March 15** shall be assessed a \$100 late fee. Slip License holders who have not paid and/or submitted their completed License by **March 1** shall be mailed a Priority Mail letter containing a warning that use of the Slip shall be forfeited and any license previously granted will be revoked if the annual fee plus late fees and/or completed License are not received by March 15. **ALL SLIP LICENSE HOLDERS NOT PAYING THEIR ANNUAL FEE AND ANY APPLICABLE LATE FEES AND/OR NOT RETURNING THEIR COMPLETED ANNUAL BOAT SLIP LICENSE ON, OR BEFORE MARCH 15 SHALL FORFEIT THEIR SLIP(S) TO ACL, ANY PREVIOUSLY-GRANTED LICENSE WILL BE REVOKED, AND THE SLIP SHALL BE ASSIGNED TO ANOTHER ACL LOT OWNER AS A NON-TRANSFERABLE SLIP.** See #7 below for requirements to complete the License.

4. **LIMITATION OF ACL LIABILITY:**

Licensee acknowledges that he or she has inspected the Boat Slip and is satisfied that the mooring space is adequate for safe mooring of his or her boat. This agreement is not a bailment of the Boat Owner's boat but a license to occupy a slip and ACL's liability is limited to supervision and maintenance of the piers. ACL assumes no responsibility for tending moor lines.

5. **DAMAGE TO ACL PROPERTY:**

If any damage to ACL property is caused by the act or neglect of the Boat Owner, his or her agents, guests or employees, or anyone operating the boat described herein, ACL may, at its option, repair such damage and Boat Owner shall thereupon reimburse ACL for the total cost of such damage.

6. **TRANSFER, ASSIGNMENT AND SUBLETTING:**

Slip License rights hereunder may not be transferred or assigned except as provided for herein and in accordance with ACL Governing Documents including Operational Programs and Procedures and Rules and Regulations.

7. **RULES AND REGULATIONS:**

Lot Owner/Slip Licensee acknowledges that he/she has received and read the Association's Governing Documents including ACL Rules and Regulations and Operational Programs and Procedures. These Documents, Rules and Regulations, and Operational Programs and Procedures may be changed or amended from time-to-time. Lot Owner/Slip Licensee agrees to abide by said Documents, Rules and Regulations, and Operational Programs and Procedures and understands that violations of same could lead to forfeiture of the Slip and revocation of any license previously granted.

Lot Owner/Slip Licensee of both Transferable and Non-Transferable slips agree that any dues and fees owing ACL (including but not limited to annual dues, OARF(s), trash fees, outstanding fines or special assessments) must be paid on all lots owned by all owners, designated members or occupants associated with all their properties as a condition to ACL accepting Lot Owner's Boat Slip License and the failure to pay such amounts may lead to forfeiture of a Slip and revocation of any previously-granted license. Lot Owner must register a boat to the licensed Boat Slip each year, except that an Owner newly assigned an ACLPOA Boat Slip will have until March 1 of the following year to register a boat to the Slip. Lot Owner must provide the ACL office with proof of current State Watercraft Registration (State Watercraft Registration is not available for non-powered watercraft; if registering a non-powered

watercraft to a Slip, the make, model, year, color, serial number, and color of the non-powered watercraft must be provided) and proof of watercraft liability insurance, the minimum required amount of which shall be \$500,000 for bodily injury and property damage combined. Acceptable proof of liability insurance documents must meet the following requirements: the policyholder/named insured is the property owner of record; the insured watercraft must be described, and the policy term expiration date and liability coverage amounts must be listed. Continuous until cancelled policies will not be accepted. **ALL SLIP LICENSE HOLDERS, BOTH TRANSFERABLE AND NON-TRANSFERABLE, FAILING TO SUPPLY PROOF OF WATERCRAFT LIABILITY INSURANCE AND PROOF OF CURRENT STATE WATERCRAFT REGISTRATION (OR NON-POWERED WATERCRAFT INFORMATION), AS DEFINED IN THE ACL RULES & REGULATIONS, ON, OR BEFORE, MARCH 1, 2023 SHALL NOT BE IN COMPLIANCE WITH THE ANNUAL BOAT SLIP LICENSE AND THE LICENSE SHALL BE DEEMED INCOMPLETE. BOTH TRANSFERABLE AND NON-TRANSFERABLE BOAT SLIP LICENSES SHALL BE SUBJECT TO REVOCATION.**

8. **TERMINATION:**

On the sale of an ACL lot with accompanying Non-Transferable Slip rights, this agreement shall automatically and immediately terminate. The Slip License shall forthwith be reassigned to another ACL lot owner at ACL's sole discretion and in accordance with applicable rules and regulations. (In accordance with ACLPOA's Operational Programs and Procedures, Long-Term Boat Slip Transfers, a Non-Transferable Slip can be transferred to another lot concurrently owned by the same owner.)

9. **REMOVAL OF BOAT ON TERMINATION:**

On termination of this agreement, Boat Owner shall immediately remove the boat from the mooring slip and shall remove all other of his/her personal property. Should ACL deem it necessary to move the boat and personal property, it will be at Boat Owner's expense. If Boat Owner fails to remove the boat within three (3) days after termination of this agreement and/or revocation of the license, Boat Owner agrees that ACL may cause (but is not required) the boat to be removed, together with any personal property located on or about the boat to a mooring or dry Slip location of ACL's choice, and Boat Owner shall pay or reimburse to ACL all costs incurred or charged by ACL and any third party by reason of such removal. Boat Owner agrees that ACL, its officers, directors, agents and employees shall have no liability to Boat Owner or to any other person for any loss or damage resulting from any such removal of boat or failure to remove such boat, whether occurring by negligence or otherwise, and Boat Owner waives any rights against all such persons and entities by reason of such removal.

LICENSOR:

LICENSEE(S)/BOAT OWNER(S):

APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION

By: _____
Jen Callaghan, General Manager

By: _____

By: _____