

WESTLAKE LAKE MANAGEMENT ASSOCIATION (WLMA)
32353 West Triunfo Canyon Road, Westlake Village, CA 91361; 818-889-5377

PERMIT [Revocable License] AGREEMENT >> BOAT REGISTRATION / BOAT SLIP & KAYAK STORAGE

This permit [revocable license] agreement ("Permit") for purpose(s) indicated is made and entered into at Westlake Village, California, on the date indicated below by and between WESTLAKE LAKE MANAGEMENT ASSOCIATION (herein "WLMA") and _____ (herein "Permittee") when fully executed.

This Permit is for the following purpose(s): BOAT REGISTRATION BOAT SLIP KAYAK STORAGE

<p>PERMITTEE INFORMATION (Permittee to fill in)</p> <p>Property- _____ Address _____ Phones _____ / _____ Insurance Co _____ Boat: 1 _____ & _____ Type & 2 _____ & _____ Names 3 _____ & _____ (type: power = P, party = PT, sail = S, other =O, kayak=K)</p>	<p>WLMA INFORMATION (WLMA to fill in)</p> <p>Date of Agreement _____ Insurance Policy # _____ Insurance Expires _____ Slip / Storage #s _____ / _____ Boat 1 WLMA ID _____ Boat 2 WLMA ID _____ Boat 3 WLMA ID _____</p>
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RECITALS

Ownership: WLMA is a nonprofit organization that owns and operates Westlake Lake, a private lake ("lake"). WLMA operates under its governing documents including recorded CC&Rs for the Westlake Lake Recreational Area ("CC&Rs"), and the Westlake Rules ("Rules") which it promulgates and updates for all "Lake Users" as defined in the CC&Rs. WLMA owns the land within the "Perimeter Area" as defined in CC&Rs, including land under lake and above water around the water's edge, and owns the Marina docks and WLMA office dock. Permittee owns boat(s) identified by Permittee above.

Risk, Insurance & Liability, and Indemnity: Boating on and maintaining a boat(s) at the lake involves risks of damage (including loss) and injury (including to children) from: such activities inherently, natural hazards, and from criminal and civil actions or inactions of persons, and, as a condition of WLMA granting lake privileges to Permittee under this Permit, Permittee assumes all such risks of damage / injury pertinent to Permittee's maintenance and boat use under the Permit, whether or not preventable by WLMA, absent WLMA's active negligence as the sole cause or WLMA's willful misconduct involvement. Permit includes Permittee providing liability casualty insurance and indemnifying WLMA for the risks.

Advisements: Permittee is aware of general threat by invasive marine life and recognizes Permittee must adhere to all quarantine / inspection procedures WLMA implements from time to time to exclude such marine life from the lake. There have been incidents of some criminal activity at the lake – essentially theft, of smaller personal property and kayaks, no other boats. There is no police patrol on the lake, law enforcement responding only to specific call as to an incident. WLMA does not have and cannot provide a continuous, problem preventive lake patrol of its own; WLMA does have an intermittent lake patrol that seeks to carry out WLMA's operations, including guided by Rules' section 43, and can be contacted for assistance. All persons using Permittee's boat(s) shall be respectful to WLMA employees on lake patrol or otherwise. Respect residents' solitude, recognizing the residential character setting of the lake.

PROVISIONS

In consideration of the foregoing, and promises, conditions and consideration herein, the parties agree:

1.0 Foundational

1.1 Documents; Priority. Both the accompanying Application and Recitals above are made a part of this Permit and have full force and effect of Provisions, except that in any conflict of language among them Provisions shall prevail over the Application and Recitals, and Recitals shall prevail over the Application. This Permit is predicated and relies on the representations and understandings in the Recitals. The terms "Permit" and "Permittee" include the plural as appropriate.

1.2 Agreement; Rules. As a condition to Permittee's continued rights hereunder, Permittee shall abide by WLMA's Rules promulgated from time to time with regard to boats (including kayaks), slips and use of the lake, and Permittee shall cause any other person using Permittee's boat and any boat slip/storage and associated dock to do so. Permittee acknowledges receipt of current Rules. The Rules may be modified from time to time as WLMA deems necessary, and WLMA is under no obligation to furnish Permittee with a copy of future revised Rules apart from publishing, including to WLMA's Members and at WLMA's office – office copy available to Permittee, effective when published /otherwise known.

1.3 Privilege; No Assignment. Permit privilege is limited only to qualified persons: 1) as individuals, 2) as trustees who are the current beneficiaries of trusts (not business trusts), or 3) as partners who comprise all the partners in a general partnership. No general partnership is allowed to seek a boat permit to moor it at private or group docks. The Permit is personal and Permittee shall not assign Permit. Permittee shall not assign, transfer, hypothecate or otherwise convey any

rights granted herein except as expressly provided, and in no event without WLMA's consent. Attempt in violation hereof shall be considered void and ineffectual for any purpose, and is reason for termination of permit by WLMA for cause.

1.3.1 Permittee shall not transfer a Marina or office dock slip, or office dock kayak storage at all. Permitted kayaks shall be stored either at the office dock racks or on permitted boats. WAIT LIST(s) procedures shall be followed including as described on the Application. An Application for slip / boat permit may not be changed from or to a general partnership Applicant once applied for and on a WAIT LIST without full loss of priority on the list.

1.3.2 Where a Westlake community property owner has leased the whole of his or her property, the owner may not separate that property's boating permit right from the lease – such boating right temporarily going to lessee with lease, without being considered a "transfer". Such lessee may then seek a permit from WLMA but not an assignment from the owner. Leasing less than all of a property is no lease at all for purposes herein, such lessee gaining no boating privileges and not being treated as owner's guest nor allowed to operate a boat on the lake without owner present, with owner's family members so leasing an exception to such disallowance of rights, but any permit remaining that of owner.

1.3.3 If a Westlake community property owner or resident is a member of a general partnership seeking / holding a slip / boat permit, he or she may not concurrently apply for another slip permit, or boat permit for boat at a slip based on such property / residency, until fully releasing such partnership interest and obtaining consent of WLMA if seeking a qualified replacement partner; if releasing person withdraws from the partnership and such act would cause a loss of partnership status (absent concurrent partner replacement approved by WLMA), the permit to the partnership would terminate.

1.3.4 For boats moored at private or group docks, WLMA boat permits are only granted to then lake-adjacent property owner or lessee, or in the case of group docks, then owners or owners' lessees in that associated residential District.

1.4 Insurance. CONTINUOUS BOAT INSURANCE COVERAGE IS A CONDITION PRECEDENT TO ISSUE AND MAINTAIN PERMIT. Permittee shall obtain and present to WLMA for approval evidence (certificate of insurance unless otherwise specified) of Permittee's liability casualty insurance with minimum coverage amount set by WLMA, currently \$300,000.00, for boat, adding WLMA (including representatives) as an "additional Insured" to policy before permit sought (and boat sticker as applicable) will be issued. Any gap in time in such coverage shall entitle WLMA to immediately suspend use of permitted boat / restrict to dock until cured and if not cured within ten (10) days of notice, the right to impound or remove the boat from the lake. PERMITTEE IS ENCOURAGED TO OBTAIN "EXTENDED" OR "ALL RISK" COVERAGE AS PART OF PERMITTEE'S INSURANCE, TO PROVIDE FOR THEFT AND OTHER CRIMINAL ACTIVITY.

1.5 Relationship. Permittee is given a revocable license by Permit, shall not be deemed an invitee nor a partner or joint-venturer of WLMA; neither shall this Permit, nor any capital or expenditure of money or effort of or on behalf of Permittee, create in Permittee any "license coupled with an interest" status, nor any real or personal property interest in any property of WLMA subject of this agreement beyond that of revocable license, nor any servitude in WLMA's property. Permittee's revocable rights are governed by this Permit and WLMA's governing documents, with the rights and obligations of the parties hereto binding on and benefitting any successor, heir or assign and respective representatives. Notwithstanding the foregoing, boat and boat slip permittees, and all others, coming to the lake for accessing, maintaining and /or using such permitted boat(s) /slips at the Marina, are invitees of WLMA as between WLMA and The Landing as to that property area owned by The Landing used to access, park at, etc. the Marina from Lindero Canyon Road, but otherwise all permittees are considered only revocable licensees licensed from WLMA, and other persons accessing, maintaining and / or using a particular permittee's boat(s) / slip shall be considered an invitee of that permittee.

2.0 Boat & Boat Slip Permits

2.1 Permit Fees; Term. WLMA at its sole discretion sets annually the calendar year amounts for all permit fees and deposits. Absent earlier revocation, every Permit expires at calendar year end, renewed only at WLMA's option.

2.2 Boat Permit. WLMA agrees to register Permittee's boat or boats identified above for lake use and issue Permit number(s) stated above and the boat sticker(s) [decals] for the current calendar year or remainder thereof for: #1 \$ _____, #2 \$ _____, #3 \$ _____ annual fee [prorated monthly] paid in advance, permit expiring December 31st if not terminated earlier. Further, if WLMA renews Permit for next calendar year, Permittee shall surrender or prove the old sticker(s) destroyed to WLMA before it issues new one(s) for boat's continued use on the lake.

2.3 Boat Slip / Storage Permit. WLMA agrees to rent to Permittee the boat slip number and / or kayak rack number stated above, the Permit number, for the current calendar year or remainder thereof for: boat \$ _____ kayak \$ _____ annual fee [pro-rated monthly] paid in advance. Only one slip and one kayak rack may be rented at any one time by a Permittee, and is limited specifically to the boat(s) identified herein.

2.4 Access to Boat. Permittee shall have access to permitted boat(s) at all times, though Permittee is not allowed to use / socially occupy permitted boat(s) except at such use times and manner as provided in the Rules, and always subject to WLMA's rights of inspection, hazard control, and impounding under its governing documents. Permittee acknowledges receipt by initials here of: _____ 1 Marina (electric) dock / office dock gate key; _____ 1 kayak storage rack lock key. WLMA may replace / provide additional keys at \$20.00 each. WLMA's keys shall be returned at termination of Permit. PERMITTEE IS SPECIALLY ADVISED THAT COMMENSURATE WITH PERMITTEE'S 24 HOUR BOAT ACCESS IS THE POTENTIAL FOR CRIMINAL ACTIVITY (toward property and / or persons), ESPECIALLY LATER AT NIGHT.

2.5 Use & Maintenance. All boats shall be secured safely to the slip / rack whenever unoccupied; no boat shall be beached, kept on shore, or left unattended while anchored. Boats including slip / rack shall not be used for any commercial purpose, by example, not rented, not for hire for ferrying or other transportation of persons or material, and not for hire for touring or instruction. All boats on the Lake shall be kept in good working order and attractive condition. The slip / rack shall be kept clear of all equipment not currently in use, and general area kept free of debris. Permittee shall make no addition or alteration of the slip / rack whatsoever, nor store flammable materials or set any fire thereon.

2.5 Inspection and Repair. Permittee acknowledges having inspected the slip / rack area and that the same is in good order and repair without damage or debris in the area. Permittee shall repair forthwith upon demand, at Permittee's expense, any damage to the slip / rack related facilities caused in any way from use by Permittee including Permittee's family, guests, or other invitees. If Permittee fails to so repair, WLMA may make the same repair at Permittee's expense. WLMA has the right at any time to inspect Permittee's boats and slip / rack to verify condition and performance of Permittee under this Permit, and will endeavor to give Permittee advance notice. To maintain the slips / kayak racks, WLMA may cause Permittee at any time to move Permittee's boat to another slip or rack or temporarily remove it entirely during maintenance or repair, in the latter event adjusting the annual fee for loss of use if there be any.

3.0 General

3.1 Notices. All notices, consents or demands required or desired to be given hereunder, or required by any statute, must be in writing, in advance, and delivered in person or by a receipt delivery system, to Licensor at 32353 W. Triunfo Canyon Road, Westlake Village, California, 91361, or to Licensee at Licensee's Property address or other address if listed below. Notice is deemed effective for all purposes (begin counting days) on the first day following delivery (receipt date).

3.2 Risk & Liability: Indemnification. Boating on and maintaining a boat(s) at the lake involves risks of damage (including loss) to property and injury to persons (including to children) including, among other risks, from: inherent risks of activity, natural hazards, theft and other criminal activity, and other risks from actions and inactions of persons, the risks herein collectively called "Risks".

3.2.1 As a condition of WLMA granting lake privileges to Permittee under this Permit to maintain at and use a boat(s) on the lake, Permittee assumes all damage and injury from Risks as to Permittee, the permitted boat(s) and all property and persons thereon / accessing same including on docks on or at the lake, and any slip / storage rack permitted herein, whether or not preventable by WLMA, unless WLMA's active negligence is the sole cause of such an incident or WLMA's willful misconduct is involved.

3.2.2 As a further condition of this Permit, Permittee shall indemnify and hold harmless WLMA [including its representatives] to the maximum extent provided under law and specifically as to all Risks pertaining to damage (including loss) to docks and boats and injury to persons (including to children) on or at the lake, whether or not preventable by WLMA, unless WLMA's active negligence is the sole cause of such an incident or WLMA's willful misconduct is involved, that at any time in any manner arises from: 1) the maintenance at and use on the lake of Permittee's permitted boat(s) and slip / rack, and / or 2) any breach of any Permit obligation of Permittee herein, Permittee indemnifying and holding WLMA harmless against all such liability for all civil claims, costs, damages, loss and expense whatsoever, including reasonable attorneys' fees and expenses. As a matter of emphasis among other elements, such indemnification includes the element of active defense of WLMA [including its representatives] by Permittee, upon demand, with payments-as-you-go by Permittee of such litigation expense, attorneys' fees and expenses as and when occurring among such expense.

3.3 Boat Lien. Permittee hereby grants WLMA an express lien against Permittee's boat(s) maintained or used anywhere on the lake to secure Permittee's performance of all obligations and payment of all sums payable herein. This express lien is apart from any maritime secret lien in favor of WLMA that may occur for necessities provided to Permittee's boat(s).

3.4 Default; Early Termination. Where Permittee fails to abide by the Permit, and does not timely cure a deficiency though demand is made, within ten (10) days of notice for insurance, monetary or hazardous condition matters and within thirty (30) days otherwise, then WLMA shall have the right at any time thereafter while Permittee is in default to revoke this Permit [defaulted permit where multiple permits herein] forthwith without refund of permit fees, whereupon all rights and interest of Permittee in such Permit shall terminate. WLMA may also revoke Permit(s) at any time on fifteen (15) days notice in accord with the Rules. Permit / boat use right terminates at revocation; the boat not removed within fifteen (15) days after revocation shall make it subject to removal by WLMA at the risk and expense of Permittee. WLMA may consider all other legal and equitable alternatives to satisfy its fees / costs with respect to Permit / boat(s) thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Permit agreement, effective the Date of Agreement.
Westlake Lake Management Association **PERMITTEE** (Form revised 8-13-2010)

By _____, Authorized Agent
(Printed Name)

APPLICATION FOR: >> BOAT PERMIT REGISTRATION >> MARINA BOAT SLIP / OTHER PERMIT

Westlake Lake Management Association (WLMA) is a nonprofit organization that owns and operates Westlake Lake, a private lake. WLMA's purposes include managing the lake for scenic beauty and regulating it to allow reasonable recreational use for those in the Westlake community. WLMA operates under its governing documents including CC&Rs for the Westlake Lake Recreational Area and the "Westlake Rules" which it promulgates principally to address Lake Users coming to the lake. You should read and become familiar with the Westlake Rules before applying for boating privilege at the lake. Respect WLMA employees on lake patrol or otherwise. Respect residents' solitude, recognizing the residential character setting of the lake.

Please complete information on this **Application [check appropriate boxes below]** and accompanying **Permit (Revocable License) Agreement** for your particular request(s), sign both, and return them to the WLMA office together with proof of your vessel liability casualty insurance and a \$200.00 [\$100 kayak] Application Deposit

The privilege of registering boats (including kayaks) for use on Westlake Lake, and mooring a boat at our public Marina or office dock [kayaks stored only on racks or on boats] is generally limited to residents and property owners in the Westlake community. Any Applicant applying [single, husband & spouse, partnership] may only moor one boat at our public Marina or office dock, and / or occupy one kayak rack, at any one time. The WLMA Board pre approves each type/class of vessel allowed on the lake. Please verify you comply when applying to register a boat.

BE ADVISED THAT DUE TO GENERAL THREAT OF INVASIVE MARINE LIFE THAT HAS ARRIVED IN THIS COUNTRY, ANY BOAT ON WESTLAKE LAKE USED ELSEWHERE MUST GO THROUGH A DRY-OUT AND INSPECTION PROCESS BEFORE BEING ALLOWED BACK ON THE LAKE, AND ANY KAYAKS INTENDED FOR USE ELSEWHERE WILL NOT BE REGISTERED FOR LAKE USE AT ALL [RISK TOO HIGH].

ALSO BE ADVISED THAT, AS A CONDITION OF GRANTING LAKE USE PRIVILEGES, WLMA REQUIRES THAT IT NOT BE HELD RESPONSIBLE (NON LIABLE) FOR ANY THEFT OR OTHER CRIMINAL ACTIVITY, NOR FOR ANY DAMAGE TO PROPERTY (including loss) OR INJURY TO PERSONS (including to children) AT / ON THE LAKE, ABSENT WLMA'S ACTIVE NEGLIGENCE AS SOLE CAUSE OR WILLFUL MISCONDUCT INVOLVEMENT. Neither is WLMA responsible for its employees or other representatives when not acting within the course and scope of WLMA matters. This condition to Permit privileges is described and included in the Permit Agreement.

Application Date _____ Requested Occupancy Start Date _____
Vessel Owner's Name(s) _____
Residence Address (physical) _____
(street & # - city-state-zip code) _____
Telephone (home) _____ Telephone (business / other) _____
Email Address _____
Mailing Address _____
Business Address _____

You will be advised of annual fees when making Application, and required to pay in full when approved.
When WLMA signs and dates [executes] any Permit Agreement, your Deposit will be applied toward permit fee.

BOAT REGISTRATION I/we request registration of type & named boat(s) / kayak: _____ & _____
& _____ (type: power = P, party = PT, sail = S, other =O, kayak=K)
Boat registration Permits are a revocable license, nontransferable.

MARINA BOAT SLIP / KAYAK STORAGE I / we request boat slip / storage for type & named boat / kayak:
 _____ & _____ (type: power = P, party = PT, sail = S, other =O, kayak=K)
Boat Slip / Storage Permits are a revocable license, nontransferable.

MARINA BOAT SLIP / KAYAK STORAGE WAIT LISTS If slip / storage is currently unavailable, I / we request placement on WAIT LIST for the boat and / or kayak listed that I / we have checked immediately above.

All wait list applicants are placed on a WAIT LIST as Applications are received, and will be contacted in that order as appropriate slip / storage becomes available. If an Applicant declines a certain slip, availability priority position will be maintained; however, WAIT LIST position may NOT be transferred. Your Application deposit is refundable upon your written notice to be removed from your selected WAIT LIST(s). (Form revised 8-13-2010)

Applicant(s) Signatures: _____