

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 of Agreement" below 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

If Permittee is a partnership, list all partners' information and attach as Exhibit "A"

PERMITTEE INFORMATION (Permittee to fill in)

Property _____

Address _____

Mailing _____

Address _____

Other (name if business) _____

Address _____

Phones _____ / _____

Email _____

Boats: 1 _____ & _____

Type & 2 _____ & _____

Names 3 _____ & _____

/ ID#s (type: power = P, party = PT, sail = S, other =O, kayak = K)

PERMITTEE – if the "Other" address is best for Notice, add to it [***]

WLMA INFORMATION (WLMA to fill in when signing)

Date of Agreement _____

Insurance Company _____

Insurance Policy # _____

Insurance Expires _____

Permittee primary use email / phone numbers:

e _____

p _____

p _____

Slip / Storage numbers:

Boat 1 WLMA ID _____

Boat 2 WLMA ID _____

Boat 3 WLMA ID _____

PERMIT Exhibit "A" is reserved for Permittee Additional information page from Permittee partnership.

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 and Regulations ("Rules") which are promulgated to all recreational "Lake Users" (defined in CC&Rs). WLMA owns the land under the lake, and above-the-water land around the water's edge termed the "Perimeter Area", and owns the Marina docks and WLMA office docks. Permittee owns boat(s) identified by Permittee above.

Risk, Insurance, and Indemnity: Boating on and maintaining a boat(s) at the lake involves risks, including from inherent natural hazards and other-causes, risks of damage to property (including loss) and injury to persons (including to children) by criminal and civil actions or inactions of persons, the "**Boating Risks**".

Permit requires Permittee provide boat/slip/storage related general liability/casualty insurance, (section 1.4 below)

As a further condition of WLMA granting lake privileges to Permittee under this Permit, Permittee: 1) assumes all **Boating Risks**, 2) agrees Permittee will not hold WLMA (and its representatives) responsible for any theft or other criminal activities, and 3) hereby indemnifies and holds harmless WLMA (and its representatives) against liability for all civil claims and related damages to property (including loss) and injury to persons (including to children) arising from: (a) the maintenance at and use on the lake of Permittee's permitted boat(s) and slip / rack, and / or (b) any breach of any Permit obligation of Permittee herein, whether or not preventable by WLMA, with including as damages as occurring, among other, WLMA's reasonable attorney's fees and expenses, and court costs, absent WLMA's willful misconduct or active negligence involvement. (section 1.5 below)

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.

WLMA is not responsible for, and this agreement does not encompass, its employees/its other representatives where they are not acting within course and scope of WLMA matters.

There is no police patrol on the lake, law enforcement responding only to specific call as to an incident. There have been incidents of criminal activity including theft of smaller personal property and kayaks, no other boats.

WLMA contracts for independent land security at the Marina. WLMA does not and can not have a continuous presence on the lake; it does have its own intermittent boat patrol - safety-oriented toward boating education and physically assisting you, and your boat (you should call 911 for medical emergency or criminal activity).

Please respect WLMA employees, solitude of lake residents, and all others at/coming to the lake.

PROVISIONS

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

1.0 Foundational

1.1 Agreement; Documents. This Permit agreement is a revocable license, superseding any prior agreement. It consists of these Provisions, above Recitals which are hereby made in full force and effect as Provisions, attached and incorporated **Exhibit "A"**, if existing, and the representations made by Permittee signing the Application. This Permit

shall not be renewed or extended (at WLMA's discretion) beyond a collective 25 years - at which point a new, mutually agreed agreement would be required. "Permit" and "Permittee" include the plural, pronouns the others, and boats include kayaks-as appropriate; headings are for convenience.

1.2 Rules. As a condition to Permittee's continued rights hereunder, Permittee shall abide by WLMA's Rules promulgated from time to time, 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 and having read the current Rules.

1.2.1 This Permit for boat slip/rack and/or boat is for Permit-listed qualifying address only. Permittee shall immediately notify WLMA, in advance if possible, of any privilege-qualifying address or other Permittee eligibility change. In such event, WLMA requires reapproval of the Permit under the changed circumstances for the duration of the Permit period.

1.3 Privilege; No Assignment. The Permit is a privilege; it is personal and Permittee shall not assign or otherwise transfer Permit rights granted herein, for slip and/or boat, except as expressly provided and only with WLMA's consent. Any attempt in violation hereof shall be considered void, ineffectual for any purpose, and reason for termination for cause.

1.3.1 *Eligibility.* Permit privilege is limited to Rules-qualified persons who are: 1) individuals, 2) trustees who are the current beneficiaries of trust (not business trust), or 3) the partners comprising all the partners in a general (up to 3 member) partnership. No general partnership is allowed to seek a boat permit to moor boat at a private or group dock. Permitted kayaks shall either be located at private docks, or stored at office dock racks or on permitted boats.

1.3.2 *No Transfer.* Permittee shall not transfer a Marina or office dock boat slip, or office dock kayak storage space.

1.3.3 *Permit Limits.* For boats moored at private or group docks, WLMA boat permits are granted only to lake-adjacent property owners or lessees, or in the case of group docks, the owners or lessees in that associated residential District.

1.3.4 *Rights Limits.* Boat and dock Permit rights shall not be expanded beyond that provided. Where a Westlake community property owner leases a property, whether lakefront or other in the Westlake community, the owner may choose whether the owner or tenant (but not both) shall have the property's related boating permit rights during lease. If owner gives tenant such right, tenant may seek slip/boat permit in tenant's name, considered temporary and not a permit transfer. But leasing only a portion of such property conveys no choice right; tenant may not seek any permit, nor operate owner's boat unless owner is present. A family exception does allow an owner's family members to use owner's boat.

1.3.5 *Partnerships.* A Westlake community property owner or resident part of a general partnership seeking/holding a slip/boat permit, may not concurrently apply for another slip and/or boat permit based on same property / residency - until fully releasing such partnership interest (including obtaining consent of WLMA if seeking a qualified replacement partner). And a partnership's wait list position or existing permit will terminate if the partnership itself is terminated (status lost).

1.3.6 *Wait List.* Procedures for Wait List shall be followed including as described on Application; an Application for slip/boat permit once applied for may not be transferred, including to/from a general partnership, without loss of list priority.

1.4 Insurance. CONTINUOUS BOAT INSURANCE COVERAGE IS A CONDITION PRECEDENT TO ISSUE AND MAINTAIN PERMIT. Permittee shall provide and continuously maintain the insurance described in the Recitals above, including under the coverage: Certificate of Insurance (WLMA and its representatives named an "additional insured"), insurer Endorsement, advance Notice of insurance cancellation, and insurer waiver of right to subrogation. Any gap in time in insurance 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 INCLUDE "EXTENDED" OR "ALL RISK" COVERAGE INSURANCE (seeking to include for fire, theft/other criminal activity).

1.5 Indemnification. Permittee agrees to indemnify and hold harmless WLMA as provided in the above Recitals. As a matter of emphasis, such indemnification includes the active defense of WLMA [including its representatives] by Permittee, upon demand.

1.6 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 or servitude against any property of WLMA subject of this agreement beyond (greater than) that of a revocable license. 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 the 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 created 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. If WLMA renews Permit for next year, Permittee shall surrender or prove old sticker(s) are destroyed before continued boat use.

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. Permit is specifically limited to boat(s) and slip/rack identified herein, and gives no right to use, however temporarily, any other slip/rack, as differentiated from temporarily visiting a private dock with owner consent.

2.4 **Access to Boat.** Permittee shall have access to permitted boat(s) during hours WLMA determines from time to time, though Permittee is not allowed to use/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 moving. PERMITTEE IS ADVISED THAT POTENTIAL FOR CRIMINAL ACTIVITY (toward property and/or persons) MAY BE GREATER LATER AT NIGHT.

2.4.1 Permittee acknowledges receipt by initials here: _____ of 1 Marina (electric) dock / office dock gate key; and here _____ of 1 kayak storage rack lock key. The keys remain the property of WLMA and shall be returned at termination of Permit. WLMA may replace/provide additional keys at \$25.00 each.

2.5 **Use and Maintenance.** Boats shall be secured safely to the slip/rack when unoccupied; no boat shall be beached, kept on shore in view of lake, 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, or store flammable materials, or set any fire thereon.

2.6 **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 promptly report to WLMA any discovered damage to slip/rack whether cause is known or unknown. 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 by personal delivery, receipted email, or other receipt delivery system, to Licensor at 32353 West Triunfo Canyon Road, Westlake Village, California, 91361, or to Permittee at Permittee's above listed property or alternate address. Notice is deemed effective (begin counting days) on first day following receipt.

3.2 **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 to address 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 suspend or 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.

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).

IN WITNESS WHEREOF, the parties hereto have executed this Permit agreement, effective the Date of Agreement.
Westlake Lake Management Association **PERMITTEE** (Form revised 4-7-2020)

By _____
_____, Authorized Agent
(Printed Name) (Printed names) _____