

PRIVATE or GROUP DOCK Revocable LICENSE AGREEMENT

This private dock [revocable] license agreement ("License") is made and entered into at Westlake Village, California, on: _____ [Date of Agreement] by and between WESTLAKE LAKE MANAGEMENT ASSOCIATION ("WLMA") and _____ ("Licensee"), under dock ID number: _____
Licensee alternate address _____ Phone (home) _____
Email (priority communication) _____ (other) _____

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"). WLMA owns the land under the lake, and above-the-water land around the water's edge termed the "Perimeter Area". Licensee owns subject land adjacent to lake commonly known as: _____ (the "Property").

Risk, Insurance, and Indemnity: Constructing, maintaining and using a private or group dock as a base for boating at the lake involve 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 "Risks".

This License requires Licensee providing liability casualty/other appropriate insurance coverage, the coverage either under the Licensee's homeowners insurance or a rider under such insurance, or under a separate, parallel coverage dock insurance policy – which coverage shall also cover persons hired by Licensee [employees, but not including hired (independent) contractors and contractors' employees] to work on the dock from time to time.

As further condition, Licensee's dock builder [contractors, for original and repair work] shall indemnify WLMA for the Risks as provided in the indemnification Rider attached and incorporated as part of this agreement as **Exhibit "B"**.

And as a further condition of WLMA granting a dock License to Licensee, Licensee: 1) assumes all Risks, 2) agrees Licensee 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 as to the subject dock from: (a) its construction, (b) its use by Licensee and all others, (c) its maintenance and repair, and / or (d) any breach of any License obligation of Licensee 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.

WLMA shall in no case be found actively negligent from any or all of its approval of Licensee's dock construction plans, or by WLMA providing list(s) of approved construction materials, and/or providing dock builder's name list(s).

Advisements: 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, your dock, 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 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, and attached and incorporated exhibits: **Exhibit "A"** [Application package including dock plans, materials, and representations made by Licensee], and **Exhibit "B"** [accompanying Rider]. This License shall not continue (at WLMA's discretion) beyond a collective 25 years – at which point a new, mutually agreed agreement would be required. "License" and "Licensee" include the plural, pronouns the others, and boats include kayaks-as appropriate; headings are for convenience.

1.2 Rules. As a condition to Licensee's continued rights hereunder, Licensee shall abide by WLMA's Rules promulgated from time to time, and Licensee shall cause any other person using Licensee's dock including boat moor / storage to do so. Licensee acknowledges receipt of and having read the current Rules.

1.3 Privilege; Assignment. The License is a privilege, is personal and Licensee shall not transfer or assign License except as part of transfer of Licensee's ownership in the Property in accord with the CC&Rs and Rules; any attempt in violation thereof shall be considered void and ineffectual for any purpose, and reason for WLMA to terminate License.

1.4 Insurance. CONTINUOUS DOCK INSURANCE COVERAGE IS A CONDITION PRECEDENT TO ISSUE AND MAINTAIN LICENSE. Licensee shall provide and continuously maintain the insurance required described in the Recitals above, appropriately including: proof of insurance, Certificate (WLMA named an additional insured), insurer Endorsement, advance Notice of insurance cancellation, and insurer waiver of right to subrogation. Any gap in time

