

START DATE: \_\_\_\_\_  
EXPIRES 12 MONTHS FROM PURCHASE DATE



## ANNUAL DAY USE PASS AGREEMENT

FULL NAME:	HOME PHONE:		
BILLING ADDRESS:	CITY:	STATE:	ZIP:
EMAIL:			

<b><u>VEHICLE #1</u></b>	
AUTO MAKE:	AUTO COLOR:
AUTO MODEL:	LICENSE PLATE NUMBER:
<b><u>VEHICLE #2</u></b>	
AUTO MAKE:	AUTO COLOR:
AUTO MODEL:	LICENSE PLATE NUMBER:

### **LICENSE AGREEMENT**

THE UNDERSIGNED (LICENSEE) IS HEREBY GRANTED TO USE THE SLIP OR SPACE IDENTIFIED HEREIN BELONGING TO LAKE SONOMA RESORT AREA IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT DOES NOT ALLOW ACCESS TO LAKE SONOMA RESORT AREA'S PRIVATE LAUNCH RAMP NOR DOES IT ALLOW ACCESS TO THE DESIGNATED SLIPHOLDER PARKING LOT. PUBLIC/OVERFLOW PARKING ACCESS ONLY.

### **TERMS AND CONDITIONS**

- 1. License to Use.** This agreement is a license to park in general public parking and allows access to day use facilities subject to this Agreement for twelve months from the date of purchase. This agreement does NOT allow access to park in the designated slipholder parking lot.
- 2. Payment of Fees.** Licensee shall pay Lake Sonoma Resort Area according to the fee schedule set forth and incorporated herein. Any default of the License fee schedule shall constitute a breach of this Agreement for which Lake Sonoma Resort Area may terminate this license. Lake Sonoma Resort reserves the right to adjust fees at any time.
- 3. Rules and Regulations.** Licensee agrees to comply with all rules and regulations of Lake Sonoma Resort Area (as the same may be from time to time changed) and such rules and regulations incorporated herein as a part of this Agreement. Licensee hereby acknowledges receipt of a copy of Lake Sonoma Resort Area rules and regulations. Any violation of the rules and regulations of Lake Sonoma Resort Area constitutes a breach of this Agreement which may result in immediate termination of this Agreement by Lake Sonoma Resort Area.
- 4. Use of Facilities.** Licensee warrants that the day-use facilities are to be used only for pleasure and for no commercial use of any kind. Any commercial use shall automatically terminate this Agreement.
- 5. Reservations.** To guarantee use of specific areas, a reservation is required and paid in advance based on availability. This agreement does not guarantee use of space or acknowledge priority over a previous reservation.
- 6. Risk of Loss.** Licensee shall use day-use facilities at his/her own risk. Lake Sonoma Resort Area shall not be responsible for the care and protection of personal property (including gear, equipment or contents). At no time is Lake Sonoma Resort area obligated to protect Licensee's property or perform any services with respect to Licensee's property. Lake Sonoma Resort Area shall not be liable for any loss, injury, or damage to the property or consequential or incidental damages, whether caused by condition of the Marina's facilities or any other cause. Licensee has received the same in good order and repair. There is no warranty of any kind as to the condition of Lake sonoma Resort Area's floats, walkways, dock, equipment, slips or any property whatsoever owned by Lake Sonoma Resort Area.
- 7. Indemnity.** Licensee shall indemnify and hold Lake Sonoma Resort area, its directors, shareholders, officers, employees, customers, agents, suppliers and guest harmless from any loss, claim damage cost, or liability. Licensee waives any claim against Lake Sonoma Resort Area and agrees to hold Lake Sonoma Resort Area harmless by reason of any damage or loss to Licensee's Boat or claim of injury to the Licensee or his guest by reason of physical condition of Lake Sonoma Resort Area property.
- 8. Insurance.** It is expressly agreed that Licensee shall carry liability insurance in the amount of \$300,000 against liability for injury to others and property damage.

9. **Care of Facilities.** Licensee shall keep and maintain Facilities in clean and sanitary condition at all times. Upon termination of this Agreement, Licensee shall surrender use of day use Facilities to Lake Sonoma Resort Area in good order and repair. Under no circumstances, nor at any time, shall Licensee change, modify or alter any dock, equipment, walkway, float, slip or any other property of Lake Sonoma Resort Area whatsoever.
10. **Emergency.** In case of emergency, Lake Sonoma Resort Area is hereby authorized to move Licensee's Trailer or property without liability to Lake Sonoma Resort Area and/or Marina personnel for damages or loss of any kind. Licensee hereby guarantees Lake Sonoma Resort area reasonable for said moving.
11. **Lien.** Lake Sonoma Resort Area shall have possessory lien on Boat identified herein for any unpaid storage, service, fuel, supplies, etc., furnished in connection with said boat. Such lien is in compliance with the Harbors and Navigation Code of the State of California.
12. **Attorneys Fees.** In the event that either party shall incur attorney fees and court costs in regards to their rights to this License Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs.
13. **Waivers.** A waiver by Lake Sonoma Resort Area of any performance pursuant to this License Agreement shall not be deemed as a continuing waiver or sufficient grounds for waiver of any other performance, nor excuse performance by Licensee from any other terms of this Agreement or any of the attached rules and regulations.
14. **Sale and Transfer of Ownership.** An updated agreement is required upon sale or transfer of vehicles listed. Only authorized vehicles will be honored for Day Use Pass on Lake Sonoma Resort Area property. The sale of any vehicle does not authorize the transfer of access to facilities. The owner signing this agreement represents he/she is authorized to bind all owners of the vehicle in accordance with the terms hereof.
15. **Assignment.** This Agreement may not be assigned by Licensee and is terminable by Lake Sonoma Resort Area at will.
16. **Termination of Agreement.** This Agreement shall be deemed automatically cancelled if Licensee's vehicle is declared by Lake Sonoma Resort Area or any government agency to be unsafe or a pollution hazard. If Licensee violates any of the terms or conditions of this Agreement or any of the rules and regulations of Lake Sonoma Resort Area, then this Agreement shall terminate immediately. If Licensee fails to pay any fees or costs as agreed, or if Licensee's Boat/Trailer is a hazard or unsafe, then Lake Sonoma Resort Area may take necessary action to remove privileges of Licensee's. If it becomes necessary to revoke Licensee's authorized access, said Licensee will be responsible for all costs of labor, services, and materials required. Licensee will be responsible for and hold Lake Sonoma Resort Area harmless for any claim of damage.
17. **Transferability of Ramp Pass** Licensee's Day Use Pass is NON-TRANSFERRABLE. The Day Use Pass is valid only for use by Licensee. Any use by any party other than Licensee is grounds for revocation of Day Use Pass without compensation or refund.
18. **Entirety of Agreement.** This agreement contains the entire agreement of the parties. There are no oral waivers, alterations, or additions to this Agreement. This Agreement may only be amended in writing and signed by Licensee and Lake Sonoma Resort Area.
19. **Term.** Licensee agrees to the term of **1 year (twelve months) from the date of purchase.**
20. **Dogs.** Dogs with no history of violence are allowed on Lake Sonoma Resort Area property, accompanied by the owner at all times. You must abide by the California leash laws at all times.

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

Signature: \_\_\_\_\_

**LAKE SONOMA RESORT AREA**  
**104 WIKIUP DR, SANTA ROSA, CA 95403**  
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