

Rocky Ridge  
Buoy Application  
2020 Summer Season

The undersigned Owner of a unit at Rocky Ridge submits this application for allocation, during the summer of 2020, of a buoy within the buoy field at the end of the Rocky Ridge pier. Each Owner may apply for no more than 1 buoy.

The Owner represents that all of the information provided by the Owner in this Application is accurate. Each Owner, should it be allocated a buoy, further agrees that:

(a) it shall reimburse the Association (in the manner specified by the property manager) the amount of \$1,450 (which amount represents the allocable share of the costs incurred by the Association in connection with providing the buoys);

(b) it shall use any allocated buoy solely for its own boat identified in this application;

(c) it shall not permit other persons (e.g., tenants) to use the Owner's buoy;

(d) it shall use its buoy only in accordance with the rules adopted by the Rocky Ridge Properties Owners Association (which may be found on the Association's web site - see the "Governing Documents" tab on the "Owner's" page); and

(e) it shall obtain, and provide confirming evidence to the Association (in the manner specified by the Association's property manager), the following insurance coverages: (1) liability insurance in the amount of \$1,000,000 (or \$500,000 and an umbrella policy which would kick in for the first loss dollar thereafter and which provides coverage for at least \$500,000); and (2) property damage insurance in the amount of \$25,000. The liability insurance shall include the Association as an additional insured.

The Owner acknowledges that boats, trailers, and jet skis are only permitted on the upper portion of the project for short periods to facilitate loading and unloading. The Owner agrees to coordinate with William "Yates" Bauder if the Owner desires to store a trailer in the maintenance yard at the bottom of the Rocky Ridge hill.

Use of the buoys shall be subject to such further regulations as the board or the property manager may establish from time to time in its or their discretion.

By submission of this application, the undersigned applicant further acknowledges and agrees that:

(a) The use of a boat in or around the Rocky Ridge pier or waterfront involves various risks and dangers (including without limitation strong currents, rough waves, and/or potential traffic with other motor boats, jet skis or other users of the pier, such as swimmers), and the Owner assumes completely all such risks. The Owner shall indemnify, protect, defend and hold harmless the Association, its board of directors, its employees, property manager, agents and other representatives, and each of the other Owners of units at Rocky Ridge (collectively, the "Released Parties"), from any loss, claim, damage, cost, obligation or liability arising out of (a) use of a buoy by the Owner or its permittees, (b) the use of any boat, equipment or other items in connection with the buoy, or (b) any other use by Owner or its permittees of the Rocky Ridge pier or waterfront.

The Owner further releases and discharges the Released Parties from any and all such losses, claims, damages, costs, obligations or liabilities.

(b) The Owner agrees that the Released Parties shall not have any responsibility or liability: (i) for the safety of the buoys or any boat or other equipment stored at the boat; (ii) for maintaining the condition of, or for access to, the buoy allocated to an Owner; (iii) for monitoring or maintaining the buoys, or for monitoring or maintaining security for equipment or other items within the Owner's boat (it being understood that the buoys and the boats will not be monitored, and that the Owner assumes all risk arising out of use or loss or theft of equipment); or (iv) for any inconvenience, loss or damage which an Owner or its boat may suffer in connection with the Owner's use of the buoy.

(c) The Owner shall remove its boat from the buoy by October 15, 2020. The Owner shall be liable for the greater of (a) \$100 and (b) any costs incurred by the Association (including removal or storage charges, as determined by the property manager) should the Owner fail to so remove its boat.

Signature of Owner: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

No. of Unit Owned at Rocky Ridge: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Boat: \_\_\_\_\_

Color of Boat: \_\_\_\_\_

Registration #: \_\_\_\_\_

Insurer: \_\_\_\_\_  
\_\_\_\_\_

License number on boat trailer, if any: \_\_\_\_\_