

LONDON TOWNE PROPERTY OWNERS' ASSOCIATION
ANNUAL PRIVILEGE OR RENEWAL APPLICATION FOR DOCK SPACE

I (We) do hereby make application for assigned dock space on pier in Section No. _____ and hereby agree to make lawful use of said assigned dock space for the period beginning _____ and ending _____, subject to the regulations printed on the reverse side hereof, for a vessel with Maryland Boat Registration No. _____ and bearing the following description:

Manufacturer: _____ Year: _____ Vessel Length: _____

LTPOA BOAT STICKER NUMBER No: _____

(No application will be approved without a current LTPOA sticker and proof of insurance.)

LTPOA must be listed as an additional insured party on the policy (see item #15 on back of this application).

Please check one: PROPERTY OWNER _____ TENANT _____

Vessel Owner's Name

Tenant's Name

Property Owner's Address

Tenant's Address

Home Telephone

Home Telephone

Emergency Telephone

Emergency Telephone

Email Address

Email Address

Slip Fee \$ _____

Winter Storage \$ _____

Water Fee \$ _____

Other \$ _____

Utilities \$ _____

LTPOA Surcharge \$ _____ (#16 on back)

TOTAL \$ _____

Check No.: _____ Cash: _____

Date _____

LIABILITY & INDEMNIFICATION. Applicants for dock space as a pre-condition of use of the facilities and in consideration of the use of the facilities hereby expressly release, discharge and indemnify the Section and LTPOA, Inc. from any liability for injury, death or damage to Applicant's person or property arising out of Applicant's use of the facilities. The Applicant hereby agrees to indemnify, hold harmless and to defend the Section and LTPOA, Inc. from and against any and all claims, demands, costs, including attorney's fees, damages and other liability for personal injury, including death, or property damage in connection with Applicant's use and/or use by Applicant's agents, employees, guests, and invitees of the facilities operated as community boat docks.

I (WE) HAVE READ AND AGREE TO BE BOUND BY ALL TERMS AND REGULATIONS AS STATED ON THE FRONT AND REVERSE OF THIS APPLICATION.

Property Owner's Signature & Date

Tenant's Signature & Date

Slip and/or Pier No.: _____

REGULATIONS

These regulations and pier maintenance fees apply to LTPOA owned facilities operated as community boat docks by the Sections under annual Permissive Use Agreements issued by LTPOA.

1. **LIABILITY.** Applicants for dock space hereby expressly release and discharge the Sections and LTPOA, Inc., from any Liability for damage to applicant or to his/her vessel or property or person by reason of his/her making use of this privilege.

2. **DOCK SPACE ELIGIBILITY.** Eligibility for dock space shall be limited to vessels titled or registered to a property owner of London Towne and his/her unmarried children whose permanent residence is with the property owner, or year-round tenants of London Towne. Proof of tenancy is to be shown by Landlord's (property owner's) signature on the application for dock space. Proof of ownership shall be furnished to the Dock Master for all vessels (a copy of current registration must be attached). Documented or commercial registered vessels shall be eligible for dock space. Commercial activity from pier and/or bulkhead is prohibited.

3. **USE AND CARE OF PREMISES.** Users of docks/piers must comply with these regulations and those of the County, State and Federal Government. No vessel shall discharge toilet effluent into the water. No boats shall be used for overnight habitation. Fishing and crabbing/crab traps are prohibited. All dock areas shall be kept clear of gear, tackle, and other obstructions. Unleashed pets are prohibited on docks/piers. No additions may be made to existing LTPOA owned docks/bulkheads without permission from LTPOA. Any additions to these facilities become property of LTPOA.

4. **SECURED BOATS.** Boats shall be securely tied with suitable sized lines fore and aft in such manner as to prevent contact with adjacent vessels, docks, pilings, shoreline or bulkheads.

5. **SLIP MAINTENANCE FEES.** Annual pier fees will be computed by each Section and are due on March 1 of each year. Section No. _____ computes its fees at \$ _____ (per foot) of vessel length, with a minimum of \$ _____, plus utility fees to be determined by the Section and payable to the Section.

6. **RENEWAL APPLICATIONS.** Renewal applications with annual dues must be received by the Dock Master no later than March 1 of the applicable year. The Sections or the Association are not obligated to send renewal notices. On June 1 of the applicable year, any boat owner not having his/her vessel in the assigned space must furnish the Dock Master with written proof of reasonable cause, or relinquish the dock space without reimbursement.

7. **FAILURE OF RENEWAL.** Upon failure to obtain a renewal for dock space, or upon violation of any rule or regulation herein promulgated, authority is hereby granted to the officers of LTPOA to take possession of any vessel from said assigned space and to store or tie said vessel at some other place at the risk and/or expense of the owner.

8. **NON TRANSFERABLE SALE OF PROPERTY.** This privilege cannot be sold or leased, nor can space be assigned or transferred by applicant. Any boat owner who becomes a non-property owner or who gives up his/her tenancy during the year shall remove his/her vessel from the pier within twenty (20) days of sale of property or termination of lease without reimbursement.

9. **DESIGNATED AREAS.** No beaching, launching, securing, etc. of boats, skiffs, jet skis, and sail boards, etc. except in designated areas.

10. **KEYS.** *Lost gate keys shall have a replacement fee of \$ _____. The loaning of a key or opening of a gate for a non-key holder will result in the forfeiture of the key and suspension of launching privileges for the remainder of the year.*

11. **WATER USAGE.** A water usage fee of \$ _____ shall be charged (a) one time charge; (b) monthly; (c) annually; or, (d) _____.

12. **ELECTRICITY.** Electric usage will be determined by (a) individual meter; (b) \$ per boat footage; (c) \$ _____ for the months of _____; (d) \$ annually; or (e) _____.

13. **VESSEL SEAWORTHY AND IN GOOD REPAIR.** All vessels must be kept in good repair and must not present a hazard to any other adjacent vessels or to LTPOA property. Good condition shall be determined by the Dock Master and/or Pier Committee. Failure to maintain good repair shall result in termination of this agreement and removal of vessel at owner's expense. All vessels are subject to inspection by Dock Master.

14. **REFUNDS.** Dock/maintenance, water, LTPOA surcharge and/or electric fees are non-refundable.

15. **LIABILITY INSURANCE.** Any vessel over 14 feet in length or with a motor of 25hp or greater must maintain a liability insurance policy on that vessel for a minimum of \$500,000. Proof of insurance must be attached to application. LTPOA must be listed as an additional insured party on the policy as follows: London Towne Property Owners' Association, Inc., Section No. _____, P.O. Box 356, Edgewater, MD 21037.

16. **LTPOA SURCHARGE.** A fee of \$25.00 OR \$1 per foot of length of vessel (as noted on vessel registration), whichever is greater, shall be paid per vessel per year to LTPOA.

17. **VIOLATIONS.** Any violation of these regulations may result in the cancellation of privilege. Upon written notification by the Association, removal of vessel(s) shall be made within twenty (20) days of written notice. If the vessel remains at the dock/pier, it will be subject to removal at the owner's risk and expense, either to a storage facility or to the owner's residence, at the discretion of the Dock Master.