



OFFICE USE ONLY

Payment: Total: _____

CK # _____ CASH ☐ CC ☐

Start Date: _____

**RAMP PASS
AGREEMENT**

Please complete **ALL** parts of this form.

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

AUTO MAKE:	LICENSE PLATE NUMBER:
BOAT MANUFACTURER:	BOAT NAME:
CF NUMBER:	BOAT LENGTH:

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.

TERMS AND CONDITIONS

1. **License to Use.** This agreement is a license to use Launching Facilities subject to this Agreement.
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 Launching Facilities.** Licensee warrants that the Launching 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. **Parking.** An active Ramp Pass allows the launch of a vessel and daily parking only. Vehicles must park in overflow parking lot and may not park in the designated Slipholder Parking Lot.
6. **Risk of Loss.** Licensee shall use Launching facilities at his/her own risk. Lake Sonoma Resort Area shall not be responsible for the care and protection of the Boat (including gear, equipment or contents). At no time is Lake Sonoma Resort area obligated to protect Licensee's Boat or perform any services with respect to Licensee's Boat. Lake Sonoma Resort Area shall not be liable for any loss, injury, or damage to the Boat 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, said liability insurance shall name Lake Sonoma Resort Area as an "other insured" and such certificate of insurance shall be filed with Lake Sonoma Resort Area upon acceptance of this agreement and such further notices of cancellation or renewal shall be filed immediately with Lake Sonoma Resort Area.
9. **Care of Launching Facilities.** Licensee shall keep and maintain Launching Facilities in clean and sanitary condition at all times. Upon termination of this Agreement, Licensee shall surrender use of Launching 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. Licensee shall not install or place any personal property, equipment, dock, boxes, or locker of any type or shape on Lake Sonoma Resort Area property.

10. **Emergency.** In case of emergency, Lake Sonoma Resort Area is hereby authorized to move Licensee's Trailer 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. **Attorney's 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.** Lake Sonoma Resort Area shall be notified immediate of any sale or transfer of ownership of Boat and shall give Lake Sonoma Resort Area the right to terminate this Agreement forthwith. If the Boat, subject to this License Agreement, is jointly owned, the owner signing this agreement represents he/she is authorized to bind all owners of the Boat 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 Boat/Trailer 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 Licensee's Boat/Trailer and place said Boat/Trailer in dry storage with no liability to Lake Sonoma Resort Area or its employees. If it becomes necessary to remove Licensee's Boat/Trailer and place it in dry storage or in another location other than the Licensee's slip, 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 to the Boat/Trailer resulting from such removal.
17. **Transferability of Ramp Pass** Licensee's Ramp Pass in NON-TRANSFERRABLE. The Ramp Pass is valid only for use by Licensee. Any use by any party other than Licensee is grounds for revocation of Ramp 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, beginning the date of purchase and expiring after 12 months.**
20. Please abide by the California leash laws.

Date: _____

Signature: _____

LAKE SONOMA RESORT AREA
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EMAIL: BILLING@LAKESONOMA.COM
WEBSITE: WWW.LAKESONOMA.COM