



Dollar Point Association

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January 27, 2021

Dear Dollar Point Association Member:

Enclosed please find the 2021 Applications, Rules, and Agreement for DPA members to apply for Buoys and/or Kayak/Paddleboard Rack space for 2021. Please read all documents carefully and call the office with any questions.

There will be a lottery for both Buoys and Kayak/Paddleboard space requests done by a random computer generated drawing in the DPA Office on March 8, 2021. The lottery will be held over Zoom where members are invited to view, but presence will not yield any effect on the lottery outcome. Members will be notified if they were selected for a buoy and/or equipment storage space within a couple weeks of the lottery.

To apply for any of the above, please fill out and return the completed application (keep your copy of the Rules section) and be sure to initial, sign and date on all applicable pages. **Applications must be postmarked by February 28, 2021 and received by the office before March 8, 2021 to be included in the drawing.** A return envelope is enclosed for your convenience.

The buoy fees have increased to \$1,500 per session, \$350 per week, and a holiday rate of \$500. The last increase for buoys was in 2020, and this increase will help cover pending BMP certificate work required to permit the buoy field, and increasing payroll costs. You will be granted a pro rata refund on buoy time relinquished for one week or more if another DPA member on the waiting list is able to rent your assigned buoy.

****Important: It is imperative that boats are removed from assigned buoys by the designated date. In prior years, failure to remove timely has resulted in an increase of staff's time and difficulty for those scheduled to occupy the buoy next. Members whose boats are not removed from the buoys by the designated time will be excluded from the following year's lottery, incur a holdover late fee of \$200 per day for each day or portion thereof that a boat remains on a buoy in violation of the rules, and will be subject to towing and storage fees, if incurred.**

All boats must be removed from the buoy field for the season no later than Monday, September 27, 2021.

Paddleboard equipment space fees have been increased to \$350 per space of one board and \$600 per space with two boards. Kayak equipment space fees have been increased to \$350 per space. The limit is two (2) kayak rack storage spots **OR** two (2) paddleboard rack spots **OR** a combination of one (1) kayak space and one (1) paddleboard rack space. Any equipment stored on the beach and not in an assigned space will be impounded and subject to a storage and pickup fee. **All watercraft must be removed from the racks by November 1, 2021. Storage over the winter is not permitted on DPA property.**

Thank you,
Dollar Point Association

Member Copy to Keep

ASSOCIATION BUOY / RACK SPACE

RULES & INSTRUCTIONS

GENERAL

- The Dollar Point Association ("Association") or ("DPA") shall have no liability for boats moored on DPA buoys or watercraft stored on DPA racks, nor from DPA's removal of watercraft from the DPA buoy field or DPA property in violation of these Rules. Boat owners are responsible for securing, protecting and insuring their boats and/or watercraft (including personal property on boats).
- **Lottery drawings will take place on Monday, March 8, 2021 over Zoom.** Members will be notified by mail if they were selected for a buoy and/or equipment storage space after the lottery. After the lottery, the Association will maintain a waiting list for both. If you wish to attend the Zoom Lottery, please contact the office or look on the website for information.
- Refunds may be granted in emergency situations and are subject to approval from the DPA Board of Directors. If you give up any time on your assigned buoy and it can be rented for at least one week by another DPA member on the waiting list, a pro rata refund will be made. Member's renting will be charged the weekly rate.
- Gasoline powered watercraft may not be stored on the beach or in the racks. No refueling of boats is to take place on Association property, in the Association buoy field or adjacent to the Association pier.
- The Association reserves the right to deny participation in future lotteries or assignments for buoys and/or storage rack space on any member who violates these Rules.

BUOYS

- For 2021, the Buoy rate per session is \$1500. The weekly rate is \$350. The holiday rate is \$500.
- **Use of the buoy field is for DPA members only, not for renters or commercial use.** If your boat is included as part of a rental of your Dollar Point property or is anyway available for use by your tenants, it is not eligible for participation in the buoy lottery.
- Beginning and ending session dates have required dates to put boats on or off assigned buoys.
 - First Session: You may go on your assigned buoy beginning Monday, May 10, 2021. You must be off your buoy by 12 Noon on Sunday, July 18, 2021. Weekly requests are from Monday through Sunday.
 - Second Session: You may go on your buoy beginning 12 Noon on Monday, July 19, 2021, and you must be off your buoy no later than Monday, September 27, 2021. Weekly requests are from Monday through Sunday.
- Only one member from each DPA lot may apply for the buoy lottery. Only one buoy lottery application may be submitted for the same boat, even if another DPA member is also on title. The only boat allowed on your assigned buoy is the one entered into the lottery. Buoy use is not transferable. The moored boat must be registered in the applicant's name.
- The applicant must submit proof of public liability and property damage insurance of at least \$500,000.00 covering claims arising out of use of the boat listed in the application.

- The boat owner is to provide a mooring line **no longer than 12 feet in length**. Boats exceeding 25 feet in length may not be moored in the buoy field. Please check all mooring lines for correct length, and make sure they are in proper working condition. Proper securing and maintenance of mooring lines is the responsibility of the member.
- Members whose boats are not removed from the buoys by the designated time will be excluded from the following year's lottery, incur a holdover late fee of \$200 per day for each day or portion thereof that a boat remains on a buoy in violation of the rules, and will be subject to towing and storage fees, if incurred. Pier Attendants are not allowed to move your boats.
- All boats must be removed from buoys **no later than September 27, 2021** so buoy heads can be removed for winter. Please plan ahead if you are not going to be in Tahoe at that time.
- The pier attendant/motorized pier boat is available to shuttle members and guests to and from their boats in the DPA buoy field only. Only members who have paid for a buoy rental and currently have a boat on a buoy may use this service.
- The Pier Attendant will be available (weather permitting), from May 10th through September 27th.

KAYAK/PADDLEBOARD RACK STORAGE

- For 2021, the fee for rack storage is \$350 per kayak space, \$350 per single paddleboard, and \$600 for two paddleboards. No equipment that is more than 14 feet in length or 3 feet in width is permitted without prior approval from the Association.
- Only two (2) space requests are allowed per application under the standard allotment. If there are any empty spaces remaining after the lottery, additional space requests may be considered.
- Rack assignments may be determined according to the length of the watercraft; therefore, it is imperative that you provide accurate information and only place the kayak or paddleboard described in the application in that assigned space. If you purchase a different watercraft than the one identified in the application, it must be cleared by the main office and stickered prior to storage on the racks or it will be subject to removal from the beach.
- Two (2) paddleboards will be allowed per space if they fit within the space and do not interfere with the adjoining spaces.
- You must use the rack space assigned to you. If the space has been taken in error, please notify the beach attendant or the pool office for assistance. Audits will take place throughout the recreation season.
- It is highly encouraged to lock your kayak/paddleboard to your assigned rack space.
- Each kayak and/or paddleboard is also required to have a DPA 2021 sticker which will be included in the mailing of the rack confirmation assignment letter.
- **All equipment must be removed from the racks and the beach no later than November 1st.** Watercrafts are not allowed to be stored on the racks or on the beach during the winter months. Members whose equipment is not removed from the racks by the designated date will be excluded from the following year's lottery and will be subject to a \$200 fine.

Buoy Lottery Form Instructions

There will be two lottery drawings. In order to apply for the full season, you must pick one-half of the season in Drawing "A" and the other half in Drawing "B". Drawing "A" is for your Primary choice and Drawing "B" is for your Secondary choice. If you are only applying for one-half of the season, please only choose Drawing "A". There is no need to put the same choice in Drawing "B".

The summer is divided into two sessions: **The first session is: 5/10/21 to 12 Noon on 7/18/21. The second session is: 12 Noon on 7/19/21 to 09/27/21.** Historically all lottery participants have received their Primary choice, but with the increase of buoy requests each year, few receive a full season. **Therefore, be sure that your Primary choice is in Drawing "A".**

Drawing A

- Choose ONE SESSION ONLY ---- the First OR the Second Session.
- Next, check off either the Full Session for \$1500, OR check off weekly for \$350 per week, not to exceed a cost of \$1750 (regardless of the number of weeks you request).
- Enclose one payment for Drawing "A".

Drawing B

- Only complete Drawing B information if you desire buoy time in addition to the time you request in Drawing A.
- Choose ONE SESSION ONLY ---- the First OR the Second Session.
- Next, check off either the Full Session for \$1500, OR check off weekly for \$350 per week, not to exceed a cost of \$1750 (regardless of the number of weeks you requested).
- Enclose one payment for Drawing "B".

Please Note: Enclose **two (2) checks** if you are submitting requests for both Drawing A and Drawing B. The check you send for a Drawing in which you are not chosen for will be returned to you. Only enclose one (1) check if you are only applying for one session.

You must pay for the buoy lottery and kayak/paddleboard rack storage **by check only**. Your payment check(s) must accompany your application and required documents.

IF YOU HAVE ANY QUESTIONS AT ALL ABOUT THE APPLICATION PROCESS, PLEASE CALL THE DPA OFFICE AT 530-583-4487.

2021 DPA BUOY APPLICATION

Member Name: _____

Boat Owner Contact Phone # : _____

Email Address _____

Dollar Point Address _____ Lot# _____

MEMBER'S BUOY BOAT INFORMATION

CF # _____ BOAT NAME (if any) _____

MANUFACTURER: _____

COLOR(s): Main _____ Secondary _____

LENGTH: _____ (25 feet Max. allowed)

Emergency Local Contact: _____ Phone #: _____

*Applicant must designate a local contact that can be available within 24 hours to attend to boat/buoy issues or violations if the member is unreachable or not able to respond. This can be a boat company if one is used. If the undersigned boat owner does not designate a local contact, the undersigned boat owner hereby authorizes the Association management to call **TowBoatUS Lake Tahoe** for emergency service. The undersigned boat owner agrees to pay for such emergency service, tow fees, and impound fees.*

APPLICATION CHECK LIST

FOR ALL APPLICATIONS:

- One check for Drawing "A" is enclosed.
- One check for Drawing "B" is enclosed (if I am participating in both drawings)
- I have read, initialed where indicated and signed the 2021 Buoy Use/Watercraft Storage Agreement, Buoy Application, and Buoy Lottery Form and all documents are enclosed.
- A copy of my **Current Boat Registration** is enclosed.
- Proof of my **Current Boat Insurance** is enclosed.

*(Registration is in **member name** and my boat is not over 25 feet long as recorded on the DMV Registration)*

*(Insurance is in **member name** and I have a minimum of \$500,000 liability and property damage coverage)*

► Member Signature

Date:

***** COMPLETE LOTTERY FORM ON REVERSE SIDE *****

2021 BUOY LOTTERY FORM

DRAWING "A" IS FOR YOUR PRIMARY CHOICE.

Choose ONE SESSION ONLY for Drawing "A"

DRAWING "A" FIRST SESSION				OR	DRAWING "A" SECOND SESSION			
Check(x) below ▼					Check(x) below ▼			
	1st Session (FULL)	5/10-7/18	\$1500			2nd Session (FULL)	7/19-9/27	\$1500
	OR					OR		
	Weekly	5/10-5/16	\$350			Weekly	7/19-7/25	\$350
	Weekly	5/17-5/23	\$350			Weekly	7/26-8/1	\$350
	Weekly	5/24-5/30	\$350			Weekly	8/2-8/8	\$350
	<i>Weekly (Memorial Day)</i>	5/31-6/6	\$500			Weekly	8/9-8/15	\$350
	Weekly	6/7-6/13	\$350			Weekly	8/16-8/22	\$350
	Weekly	6/14-6/20	\$350			Weekly	8/23-8/29	\$350
	<i>2-Week Session (4th of July)</i>	6/21-7/4	\$850			<i>2-Week Session (Labor Day wkend)</i>	8/30-9/12	\$850
	Weekly	7/5-7/11	\$350			Weekly	9/13-9/19	\$350
	Weekly	7/12-7/18	\$350			Weekly	9/20-9/27	\$350

► Send One Check for Drawing "A"

► only continue to Drawing "B" if you request the Full Season or time in both sessions.

DRAWING "B" IS FOR YOUR SECONDARY CHOICE.

Choose ONE SESSION ONLY for Drawing "B" (not the same choice as Drawing "A")

DRAWING "B" FIRST SESSION				OR	DRAWING "B" SECOND SESSION			
Check(x) below ▼					Check(x) below ▼			
	1st Session (FULL)	5/10-7/18	\$1500			2nd Session (FULL)	7/19-9/27	\$1500
	OR					OR		
	Weekly	5/10-5/16	\$350			Weekly	7/19-7/25	\$350
	Weekly	5/17-5/23	\$350			Weekly	7/26-8/1	\$350
	Weekly	5/24-5/30	\$350			Weekly	8/2-8/8	\$350
	Weekly	5/31-6/6	\$350			Weekly	8/9-8/15	\$350
	Weekly	6/7-6/13	\$350			Weekly	8/16-8/22	\$350
	Weekly	6/14-6/01	\$350			Weekly	8/23-8/29	\$350
	<i>2-Week Session (4th of July)</i>	6/21-7/4	\$850			<i>2-Week Session (Labor Day wkend)</i>	8/30-9/12	\$850
	Weekly	7/5-7/11	\$350			Weekly	9/13-9/19	\$350
	Weekly	7/12-7/18	\$350			Weekly	9/20-9/27	\$350

► Send One Check for Drawing "B"

►MEMBER SIGNATURE: _____ DATE: _____

2021 DPA KAYAK/PADDLEBOARD SPACE APPLICATION

Member Name: _____ Contact Phone: _____

Email Address: _____

Dollar Point Address: _____ Lot#: _____

KAYAK/PADDLEBOARD RACK STORAGE – SPACE #1

(Please check one):

- KAYAK (\$350)
- PADDLEBOARD (single board, \$350)
- PADDLEBOARD (2 boards, 1 space, \$600)
- NO CHANGE FROM LAST SEASON (Do not complete the info below if it is on file from 2020)**

MANUFACTURER: _____

COLOR(s): Main _____ LENGTH: _____

If requesting 2 paddleboards in one space, please complete info for 2nd board:

MANUFACTURER: _____

COLOR(s): Main _____ LENGTH: _____

(14 feet Max. in length and 3 ft. Max. in width for rack storage – longer boats require Assoc. approval)

KAYAK/PADDLEBOARD RACK STORAGE – SPACE #2 (limit 2 spaces per lot)

(Please check one):

- KAYAK (\$350)
- PADDLEBOARD (single board, \$350)
- PADDLEBOARD (2 boards, 1 space, \$600)
- NO CHANGE FROM LAST SEASON (Do not complete the info below if it is on file from 2020)**

MANUFACTURER: _____

COLOR(s): Main _____ LENGTH: _____

If requesting 2 paddleboards in one space, please complete info for 2nd board:

MANUFACTURER: _____

COLOR(s): Main _____ LENGTH: _____

(14 feet Max. in length and 3 ft. Max. in width for rack storage – longer boats require Assoc. approval)

► **Member Signature** _____

Date: _____

Please include the signed storage agreement and a single check for \$350 per space requested (2 max).

2021 BUOY USE AND WATERCRAFT RACK STORAGE AGREEMENT

1. **Parties.** This Buoy Use/Watercraft Storage Agreement ("Agreement") is by and between the Dollar Point Association ("the Association") and _____, ←
a member of the Association ("Member"). The Association and Member are at times referred to herein individually as a "Party" and collectively as "the Parties".
2. **Effective Date.** This Agreement is effective as of May 1, 2021.
3. **Conditions.** This Agreement is conditioned upon Member:
 - a. being a member in good standing of the Association;
 - b. timely submitting to the Association a properly completed Buoy Lottery, Kayak/ Paddleboard Rack Storage Application ("the Application");
 - c. submitting all supporting documentation required under the Application; and
 - d. the Association granting Member use of a buoy or the right to store a watercraft on the Association's kayak/paddleboard racks.
4. **Scope of Agreement.** This Agreement sets forth the terms and conditions under which Member is allowed to use a buoy in the Association's buoy field and/or store kayak(s), canoe(s) or paddleboard(s) at the Association's beach. The watercraft(s) that is/are the subject of this Agreement is/are the watercraft(s) listed on page 1 of the Application.
5. **Incorporation of Rules.** The Association's Rules set forth with the Application packet regarding Buoy Use and Rack Storage ("the Rules") are incorporated into this Agreement. Member represents that he/she has read the Rules & Instructions and agrees to comply with the Rules.
6. **Assumption of Risk; Indemnification; Release and Hold Harmless.** Member hereby acknowledges that he/she is aware that having a watercraft moored to a buoy or stored on a rack or on the beach involves risks of damage to or loss of the moored or stored watercraft by causes including theft, vandalism, severe weather and acts of God, and that use of a watercraft involves risks of personal injury or death to the users of such watercraft, including during transport to or from such watercraft. Member willingly and voluntarily accepts and assumes all risks of damage to or loss of the moored or stored watercraft, and all risks of personal injury or death arising from the use of the watercraft that is subject to this Agreement, the Dollar Point buoy field, Association boats, the Dollar Point pier, or the Dollar Point kayak/paddleboard rack storage areas.

Member further agrees to defend and indemnify the Association and its directors, officers, managers, contractors, agents and employees from and against all claims, including attorney's fees, if the Association and/or its directors, officers, managers, contractors, agents or employees is subject to threat, claim, suit or is named as a party in any such claim or suit arising from Member's use, or use by Member's family members, guests or renters of Member's watercraft(s), the self-service rowing boat, or rack storage areas. This indemnity obligation shall survive the termination or expiration of this Agreement.

In consideration for being permitted to use a Dollar Point buoy or to store a watercraft on the Dollar Point kayak/paddleboard racks, Member hereby releases, holds harmless and discharges the Association and its directors, officers, managers, agents and employees from liability or claims for personal injuries, death, or property damage arising from the use of a Dollar Point buoy, the Dollar Point buoy field, Association boats, the Dollar Point pier, or the Dollar Point rack storage areas, including those caused by ordinary negligence or omission. This release does not apply to acts of gross negligence or willful misconduct. This release is not intended to release claims that may not be released under California law. Member agrees that the foregoing assumption of risks, indemnity and release provisions shall be applied as broadly as permitted by California law.

► Member's Initials _____ ◀

7. **Placement and Removal of Watercraft and Related Personal Property.** Member agrees that he/she shall properly place his/her watercraft on the assigned buoy or in assigned rack space(s), and remove his/her watercraft and all equipment and personal property from the Association's buoy, racks and beach in accordance with the Rules. In the event that the watercraft or equipment is left upon Association property in violation of the Rules, the Association shall consider it unclaimed and may, at its sole election, remove such watercraft from the Association property or buoy field and handle such watercraft or equipment in accordance with the relevant provisions of the Civil Code of the State of California and in conjunction with the Placer County Sheriff's Office. If the watercraft is moored to a buoy other than the one to which it is assigned or remains on the assigned buoy after the mandatory removal date, the Association may at its sole election have the watercraft removed from the buoy, with Member being responsible for all removal and storage costs. Alternatively, the Association may, at its sole election, secure the watercraft to the buoy to which it is attached until any fees owing for a violation of the Rules are paid to the Association. **MEMBER SHALL BE SUBJECT TO A HOLDOVER LATE FEE OF \$200 PER DAY FOR EACH DAY OR PORTION THEREOF THAT A WATERCRAFT REMAINS ON A BUOY OR IN A RACK IN VIOLATION OF THE RULES.** Any kayak, canoe or paddleboard not placed in its assigned rack space may, in the sole discretion of the Association, be removed from the beach and subject to administrative, transport and storage fees as stated in the Rules. In the event a boat is removed from a buoy or a kayak, canoe or paddleboard is removed from the beach for violation of any of the Rules, Member waives any claim against the Association for damage to the watercraft during transport and/or storage. Member agrees to pay all reasonable attorneys' fees that may be incurred by the Association in pursuing its rights in accordance with this section.

8. **Toxics.** Member shall not handle, transfer or dispose of any hazardous substances, materials or waste on the Association beach, pier or buoy field. Member shall be fully responsible for any hazardous substances, materials or waste as defined under federal, State or local law, regulation or ordinance that are used, stored, transported, handled, transferred or disposed of by Member or Member's guests or invitees on the Association beach, pier or buoy field, and shall comply with and be bound by all applicable provisions of such federal, State or local law, regulation or ordinance dealing with such substances, materials or waste. Member shall notify the Association and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such substances, materials or waste.

9. ***Breach of this Agreement. Member specifically understands that in the event Member is in breach of this Agreement, or has made any misrepresentation in applying for this Agreement, the Association, without further notice, may exclude the undersigned Member from using a buoy, the kayak/canoe rack or the paddleboard storage rack in the following years in addition to any other penalties authorized in this Agreement or in the Rules.***

10. **Dispute Resolution.** Member can appeal DPA Actions, penalties, and fines to the DPA Board of Directors.

a. **Mandatory Arbitration.** Thereafter, any unresolved controversy or claim arising from or relating to Agreement or the this alleged breach thereof shall at the request of either Party be determined in a binding arbitration proceeding conducted in Placer County, California administered by a mutually acceptable arbitrator, or if the Parties are unable to agree on an arbitrator, by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration may be conducted by the person who served as the mediator under subsection 10.a if the Parties agree in writing to such appointment. If not, the arbitration shall be conducted by a single neutral arbitrator who is either a lawyer with ten (10) years' experience or a retired judge of the California Superior Court. The arbitrator may award legal fees and costs and shall have the authority to grant both equitable and legal relief, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding upon the Parties and in the event of any need to clarify or interpret the decision of the arbitrator, the matter will be resubmitted to the arbitrator for clarification or interpretation.

b. **Provisional Remedies.** No provision of subsection 10.b shall limit the right of a Party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the pendency of any mediation or arbitration.

► **Member's Initials** _____ ◀

c. Small Claims Court Exception. The mediation and arbitration requirements of subsections 10.a and 10.b, above, shall not apply to monetary disputes within the jurisdictional limits of the Small Claims Court of the Placer County Superior Court. Any Small Claims Court matter involving the Parties shall be brought in the Tahoe Division of the Placer County Superior Court

11. Attorneys' Fees. If any arbitration or other legal action or proceeding to interpret or enforce this Agreement is brought by either Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the arbitration, action or proceeding by the prevailing Party.

12. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs and successors in interest of the Parties.

13. Governing Law. This Agreement shall be governed and construed in accordance with California law.

14. Construction. Headings at the beginning of each section are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SIGNATURES

MEMBER:

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THE CONTENTS. I AM AWARE THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY, IN SECTION 6, AND SIGN IT OF MY OWN FREE WILL.

▶ _____ DATED: _____ ◀
ASSOCIATION MEMBER

DOLLAR POINT ASSOCIATION:

_____ DATED: _____
DPA ASSOCIATION MANAGER