

INDIAN MOUNTAIN LAKE CIVIC ASSOCIATION

WATERCRAFT REGISTRATION FORM – 2019

(THIS FORM CONTAINS AN AUTHORIZATION TO SELL PROPERTY)

1. Name of Watercraft **Owner(s)**: _____
2. Permanent Address of Watercraft Owner(s): _____

3. IML Address: _____
Lot No: _____ Section: _____ Telephone Number of Watercraft Owner(s): _____
4. Watercraft Registration No: _____
5. **DETAILED DESCRIPTION OF WATERCRAFT:** _____

In consideration of the privilege to place a watercraft on Indian Mountain Lake Civic Association property, the undersigned **WATERCRAFT OWNER(S) REPRESENTS, RECOGNIZES AND AGREES:**

- (a) that the placement of any watercraft on the Indian Mountain Lake Civic Association's ("Association") property is a privilege, and no bailment relationship is created between the parties; and
- (b) that the placement of the watercraft is made at the risk of the owner(s) and that the Association undertakes, assumes or has no responsibility or duty for storing, protecting, securing or preserving same; and
- (c) that the Association reserves the right to place the watercraft anywhere, from time to time, on its property, and further to at any time discontinue the allowance of watercraft on its property. Upon the discontinuance as aforesaid, the watercraft owner(s) will be responsible for immediately removing same from Association property; and
- (d) that it shall be the responsibility of the watercraft owner(s) **at all times** to provide the Association with their current address and telephone number. In the event of a change of address, the new information shall be contained on a separate change of address form or Watercraft Registration Form; and
- (e) that the watercraft owner(s) indemnifies and holds harmless, the Association, its employees, agents and officers from any and all damages, liabilities, claims, actions, or occurrences howsoever arising from the placement, movement, removal disposal or other disposition of watercraft of, upon or from the Association property or any and all actions taken pursuant thereto or arising out of actions taken or arising out of actions taken pursuant to this agreement; and
- (f) that the watercraft owner(s) shall be responsible for the annual filing of a Watercraft Registration Form available at the Association's office on Lakeshore Drive; and
- (g) that the watercraft owner(s) shall secure a current sticker which is to be placed on a visible portion of the watercraft as may be directed by the Association; and
- (h) watercraft must be removed from IMLCA amenities from November 1st and may be placed back at amenity after April 1st.
- (i) that the owner(s) hereby represents that he/she/they is the owner(s) of the watercraft and has full power and authority to execute this registration form; and

(j) **NOTICE OF RIGHT TO SELL OR DISPOSE OF ABANDONED, UNCLAIMED AND/OR UNREGISTERED WATERCRAFT(S) OR OTHER PROPERTY.**

That failure of the watercraft owner(s) to comply with any of the terms and conditions hereof, including but not limited to the filing of a yearly registration and change of address form with the Association's office, the displaying of a current IMLCA sticker, and the removal of the watercraft by the designated time shall result in the abandonment of the watercraft and property placed upon the Association's property including but not limited to those place on the lands, lake(s) and water thereof, and the owner(s) hereby authorizes the Association and its officers to sell and/or dispose of any and all such property, without notice, and the proceeds of which are to be retained and used by the Association. The Association and its officers are authorized to execute any and all documents and instruments, including but not limited to bills of sale or transfers of title in order to effect the intention of this registration; and

(k) that at all times, the owner(s) shall comply with the Rules and Regulations of the Association, including but not limited to those associated with the use of the lake(s), the placement of the watercraft on Association property, the fines and costs associated with non-compliance of the aforementioned Rules and Regulations and it shall be the responsibility of the owner(s) to acquaint himself with same from time to time, including all amendments; and

(l) in addition to all other rights and reservations hereunder, while no notice is required by the Association to undertake any actions hereunder, it is recognized that the privileges herein referred my become burdensome to the Association, therefore, while not required, the Association may place a notice or summary of any proposed action in a newspaper or other publication of general circulation for IMLCA members in good standing for any proposed action hereunder or thereunder and same shall be an absolute defense to any action contemplated hereunder and thereunder.

Property Owner's Signature

Date

Lot/Section

I.M.L.C.A. Signature

Date