



# Babcock Ranch Storage Rack License Agreement

PLEASE CLEARLY PRINT ALL INFORMATION

Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Boat Type (Kayak/Canoe/Other)	Manufacturer	Color/Material
_____	_____	_____

## Agreement for Storage of Vessel

\_\_\_\_ Owner shall abide by the Storage Rack Terms and Conditions (T&C) set forth on Attachment A and more specifically incorporated hereto. The T&C may be updated at any time and if updated, shall automatically replace the T&C on Attachment A.

\_\_\_\_ Owner shall pay a \$100 non-refundable fee and the first month's fee or the full year fee to the Babcock Ranch Residential Association, Inc. (BRRRA) within thirty (30) days of being notified of rack space availability. Failure to timely make payment shall forfeit the rack space. Owners are responsible for reviewing their assigned space and measuring (if necessary) to ensure their approved vessel will fit completely within the rack space they are assigned.

\_\_\_\_ A BRRRA decal sticker is required to be affixed properly to the vessel at all times when in the rack.

\_\_\_\_ Owner must store vessel only in the assigned rack space location and must adequately secure vessel at both the front and rear to prevent dislodging. If dislodging and damage occurs, the damage to other vessels will be the liability of the owner who failed to adequately secure vessel at both ends, as determined in BRRRA manager's sole discretion.

\_\_\_\_ Owner agrees to assume sole responsibility for his or her property, along with all risks to and/or in connection with the use of the rack and shall be solely responsible for all accidents and/or injuries of any kind.

\_\_\_\_ **Owner further agrees to indemnify and hold harmless the Babcock Ranch Residential Association, Inc., the Babcock Ranch Community Independent Special District, Babcock Property Holdings, LLC, Kitson & Partners, Kitson Babcock and/or Babcock Ranch Town Operations, LLC, and its governors, employees, officers, representatives, contractors and agents (Parties) from and against all loss, claims, injury, damages or liabilities sustained or incurred by owner from the use of the rack and/or any act of omission of the Parties, or their respective operators, governors, employees, representatives, contractors and/or agents.**

\_\_\_\_ Attach picture of vessel to Attachment B. Owner states and represents that he/she has all rights of ownership to the vessel and will maintain such ownership for the duration of this License Agreement.



\_\_\_\_ Owner acknowledges that they have read and agree to the Babcock Ranch Community Independent Special District (BRCISD) Fishing & Lake Guidelines, including the Lake Use and Fishing Rules, as well as the BRCISD Amenity Policy, which are located at [www.babcockranchliving.com](http://www.babcockranchliving.com)

\_\_\_\_ Please make checks payable to: Babcock Ranch Residential Association, Inc.

Owner has signed this License Agreement, having read it and by agreeing to be bound by its items and conditions.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Office Use Only:**

Date Approved by BRRRA: \_\_\_\_\_

Term of License Agreement (Dates): \_\_\_\_\_

Date Non-refundable Deposit Received: \_\_\_\_\_

Monthly Payment or Annual Payment: \_\_\_\_\_

BRRRA Decal Number: \_\_\_\_\_

Storage Rack Space Location: \_\_\_\_\_



## Attachment "A"

### Storage Rack Terms & Conditions

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**For all information on lake usage and launch points, please refer to the Fishing & Lake Guidelines, including the Lake Use & Fishing Rules, at [www.babcockranchliving.com](http://www.babcockranchliving.com).**

**Usage hours:** Refer to the Fishing & Lake Guidelines, including the Lake Use & Fishing Rules.

**Fees:** \$100 non-refundable deposit; \$250/year or \$25/month due on the 1<sup>st</sup> of each month if less than a twelve-month period. If the monthly payment is not received by the 15<sup>th</sup> of the month, the License Agreement is automatically terminated, and the vessel will be removed at the owner's expense.

#### **Eligibility Information:**

1. Must be a current BRRRA member/property owner, in good standing with the BRRRA, and must remain in good standing with the BRRRA or the License Agreement will automatically be terminated, and the vessel will be removed at the owner's expense.

#### **General**

1. Rack space is for the use of authorized vessels as deemed by the Babcock Ranch Residential Association, Inc. (BRRRA) manager (e.g. kayaks, canoes, small sailboat). Motor powered vessels are not permitted at any time.
2. License Agreement must be completed in full with all required documentation and executed by owner.
3. Rack space availability is on a first come first served basis. Remaining applicants will be added to a waitlist. Available rack space will be made available to the next owner on the waitlist.
4. All vessels stored must be owned by the BRRRA resident owner, not by renters or other third parties.
5. If approved, the owner will need to pay the \$100 non-refundable deposit and the first month's payment **or** the full year payment to BRRRA within 30 days of being notified or the slip will be deemed forfeited. The recurring payment of \$25 is due the 1<sup>st</sup> of each month by check or Civic Rec payment only. If payment is not received by the 15<sup>th</sup> of the month, the License Agreement will be automatically terminated, and the vessel will be removed at the owner's expense.
6. Owner will be notified of the assigned spot once payment is collected.
7. A photo of the owner's vessel must be attached to the License Agreement. Owner must immediately notify the BRRRA manager of any changes in vessel and receive approval prior to placing it in the rack space.
8. Use of rack space is limited to members of the owner's household only.
9. Rack space rights are not transferable (including to renters).
10. The BRRRA numbered decal provided to owner must be placed on the vessel and must be visible at all times while on the rack.
11. One vessel per rack space. Requests for exceptions will need to be submitted to the BRRRA manager and if approved, will be subject to an additional fee.



12. No signs, including but not limited to, for sale or for rent signs, flags, stickers, and/or decals are allowed anywhere on the vessel or rack space. Only the original manufacturer labeling and BRRR registration sticker are permitted on the vessel.
13. Accessories cannot be stored in a vessel or around the rack area. Rack space is for approved vessel only.
14. All vessels must be secured and locked at both ends of the vessel. Owners must purchase locks at their own expense.
15. Owners are responsible for keeping the rack area and the vessel neat and clean.
16. Vessels must be rinsed or wiped clean prior to storage on the rack.
17. Owners cannot use chemicals, lubricants, and/or other cleaning applications prior to placing and/or replacing vessel on the racks.
18. Do not lean vessel on other vessels. This can cause damage. Owners are responsible for any and all damage caused to other vessels and/or property, including the storage rack.
19. No climbing on the rack.
20. If a vessel is stored outside the rack space or is stored so as to impede other rack user's access to their vessels, is located outside of assigned slip, and/or is not removed at the end, or the sooner termination of, the License Agreement, the vessel will be deemed abandoned, considered the property of the BRRR, and removed at owner's expense.
21. BRRR reserves the right to close the rack at any time to perform maintenance, with or without prior notice. Owner's may also be required to remove vessels at any time due to inclement weather and unsafe conditions, with or without prior notice. If owner fails or is unable to remove vessel, BRRR reserves the right to cut any locks and remove the vessel at owner's expense without any liability for any damage to vessel. Lost, damaged and/or stolen items are not the responsibility of the Babcock Ranch Residential Association, Inc., the Babcock Ranch Community Independent Special District, Babcock Property Holdings, LLC, Kitson & Partners, Kitson Babcock and/or Babcock Ranch Town Operations, LLC.
22. Vehicles are required to follow all applicable traffic laws and only park in designated areas.

**Vessel Operating Rules:**

1. Please refer to Lake Use and Fishing Rules ([www.babcockranchliving.com](http://www.babcockranchliving.com))
2. No person shall enter, operate and/or ride as a passenger in a vessel under the influence of drugs or alcohol.



## **Attachment “B”**

### **Picture of Vessel**

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