

## Renter's Agreement Cape Cod Village Club

### Procedure:

1. Members must have their renters complete the following attached documents:

- a. Application
- b. Release, Waiver of Liability and Hold Harmless

*If the renter has a boat, they must also include:*

- c. Dock Request form
- d. Proof of liability insurance for their boat if it is over 16 feet

*If rental includes a boat, submission one month prior is preferred to allow the dock committee adequate time for appropriate boat slip assignment.*

2. Members send applicable signed documents to the Rental Committee chair at least one week prior to the rental period. (Electronic submission preferred)

Rental Committee Chair – Summer Thomas (CCVC.renting@gmail.com)  
2608 Silver Cloud Dr.  
Park City, Utah 84060

3. To facilitate the rental experience for first-time renters of CCVC, or those who have not benefited from family or friends owning within CCVC, the renter should not hesitate to contact a member of the Rental Committee or Board member with any CCVC-specific questions that cannot be immediately addressed by the owner of their rental property.

Rental Committee

Summer Thomas-Chair  
Jennifer McEwan

Board Members

Bob Atiyeh -President  
Pat Dougherty-Treasurer  
Marjie Graham-Secretary  
Janet Aziz  
Bob Dent  
John McEwan  
Mike Rizza  
Debbie Ware

4. Upon arrival with a boat, prior to launching, the Renter must contact a member of the Dock Committee:

Dan Korot  
Mike Rizza  
Ted Hodecker  
Bob Imhoff  
Bob Atiyeh

5. Members need to provide the Rental Chair a copy of their homeowners' liability insurance policy declarations page (details type/level of insurance coverage) and use their best efforts to obtain a certificate of insurance naming Cape Cod Village, Inc. as additional insured prior to the rental period. The owner's insurance company must be aware that the property is being rented. Failure to provide the above required documents prior to the arrival of the renter will result in the renter not being able to use CCVC facilities, including the beach areas and docks. A fee up to \$500 will be assessed to the owner if the owner rents his/her house

and fails to provide the documentation outlined above or if the renter does not abide by the rules and regulations.

6. Members must comply with relevant Town, County, State and Federal Regulations. In particular, this currently includes:

Section 160-161 of the Town of Hague Code:

[https://townofhague.org/assets/pdf\\_files/STR%20Ordinance%20v-6%20-%205-14-21.pdf](https://townofhague.org/assets/pdf_files/STR%20Ordinance%20v-6%20-%205-14-21.pdf)

Posting the Tenant Information Form somewhere in your home:

[https://townofhague.org/assets/pdf\\_files/rental\\_card\\_3.pdf](https://townofhague.org/assets/pdf_files/rental_card_3.pdf)

Warren County Short-term Rental Bed Tax:

<https://warrencountyny.gov/Treasurer/STRBT>

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## Rules and Regulations for Renters

Since you are renting a house in a membership association, not a resort, several rules apply for safety reasons, and for respect to the club-owned property and members' personal property.

### **Pets**

- Renters are not allowed to bring dogs or any kinds of pets.

### **Roads and Parking**

- 10 mph speed limit
- Park in the designated areas. Do not park additional cars on the lawns (we have many water and electric lines underground that are easily damaged). Also, do not park extra cars on the edge of the roads due to traffic issues and safety reasons.

### **Playground**

- Children under age 10 must be supervised by an adult at all times on the playground.
- All toys/playground equipment must be put away after use.
- Treat equipment with respect so there is no damage.
- Playground is closed at dark so people can have a quiet evening.

### **Beach and Swim Area**

- Swimming is only permitted between the designated swim lines.
- Children under age 12 must be supervised by an adult at all times.
- No glass bottles or containers are permitted in beach area or docks.
- No alcoholic beverages are permitted on the beach and docks.
- Do not forcefully tip or rock the swim raft (the hardware and anchor line become damaged and the raft can break away in storms)

**Boats and Docks** – No boats are allowed in the designated swim area between the blue swim lines as per Lake George regulations. Renters with boats must adhere to the following NY State and Lake George Park Commission boating regulations:

New York State Boater's Guide:

[https://lgpc.ny.gov/system/files/documents/2022/04/nysparks\\_ny\\_boatersguide\\_21.pdf](https://lgpc.ny.gov/system/files/documents/2022/04/nysparks_ny_boatersguide_21.pdf)

Lake George Boating Rules and Regulation:

<https://www.lakegeorge.com/boating/regulations/>

Lake George Boat Inspections:

<https://lgpc.ny.gov/lake-george-boat-inspections>

(All trailered boats must get inspected and “sealed” at a NYS regional inspection facility before launching into Lake George.)

- Any boat with a 10hp or more motor must have a current state registration and must also be registered on Lake George with the LGPC (they patrol heavily). You may register it for approximately \$40 at a local marina or online: <https://lgpc.ny.gov/boat-registrations>
- launch motorized boats at the Hague town dock only
- small, non-motorized boats that can be launched by hand may use the designated launch in CCVC. If the cable and lock impede your ability to launch or land your boat, please contact the Dockmaster or a Dock Committee Member. If the “duck fence” is in place at the time of your launch make sure to return it to proper position.
- do not launch from beach areas.
- Whips are required on North Beach and Point docks.
- Docking equipment (i.e. Lines, Bumpers) should be adequate for the size of the boat and in good condition.
- motorized boats/personal water craft must be kept in your house’s designated slip unless other arrangements have been made with the Dockmaster
- PWCs cannot occupy deep water dock slips
- PWC operators must be at least 14 years old and have a valid NYS PWC boating safety certificate per NYS PWC regulations. <https://parks.ny.gov/boating/personal-watercraft.aspx>
- all persons on a PWC must wear a life vest
- all children under age 12 must wear a life vest as well as anyone being towed behind a vessel
- no boats, kayaks, SUPS in the swimming area
- no sleeping overnight on boats
- proper dock lines must be used
- no running on, or diving off the docks
- all boats/kayaks on CCVC grounds are privately owned and not for renter’s use

#### **Other**

- no RV’s or campers, weapons of any sort, fireworks or firecrackers, or loud parties.
- Please be considerate of neighbors impacted by noise or smoke from outdoor fires.

## Application

Member's Name \_\_\_\_\_

Renter's Name \_\_\_\_\_

Renter's Home Address \_\_\_\_\_

\_\_\_\_\_

Home Phone ( ) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone ( ) \_\_\_\_\_ - \_\_\_\_\_

Dates renting From: \_\_\_\_\_ To: \_\_\_\_\_

How many people in your group will be staying overnight? \_\_\_\_\_

(Per town of Hague regulations, occupancy is limited to two people per bedroom plus two additional people)

Renters are allowed to have an additional two people per bedroom as day guests.

(example: A two bedroom house may have 6 overnight occupants plus an additional 4 people as day guests.)

Are you bringing a boat or personal water craft (jet ski)? YES / NO

If yes, you must fill out the attached Dock Request form. Maximum boat length is 22'.

I understand the above **Rules and Regulations for Renters** and agree to follow them. I also understand that if I, my family or any of my guests do not follow these rules we may not be allowed to rent in CCVC again.

\_\_\_\_\_ Date \_\_\_\_\_

Renter's Signature \_\_\_\_\_ Name - Printed

\_\_\_\_\_ Date \_\_\_\_\_ Member's

Signature

\_\_\_\_\_ Name - Printed

## CAPE COD VILLAGE CLUB, INC.

### RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS

1. In consideration for renting a house (the "Rental Property") at Cape Cod Village Club, Inc. ("CCVC") from one of its members and for being permitted by CCVC to have access to and to use the following facilities at CCVC: a) the north and south beach areas; b) the recreation and playground areas; c) CCVC buildings and boat docks; and d) the recreational equipment located at CCVC (collectively, the "CCVC Facilities"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EACH CCVC, its members, directors, officers, agents and representatives (hereinafter referred to individually, as a "RELEASEE" and collectively, as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury sustained by me, my family members or invitees or to any property belonging to any of such persons, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES or otherwise, while occupying or using the Rental Property or the CCVC Facilities.
  2. I further hereby AGREE to INDEMNIFY AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from and against any and all loss, liability, damage or costs, including court costs and attorney's fees, whether for personal injury or to property, arising from the occupancy or use of the Rental Property or the CCVC Facilities, by me, my spouse, my family members, our guests and invitees WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF RELEASEES.
  3. It is my express intent that this Release, Waiver of Liability and Hold Harmless shall bind and apply to my spouse, my family members, our guests and invitees as well as my and their heirs, assigns and personal representatives and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.
  4. WITHOUT LIMITING THE FOREGOING TERMS HEREOF, I UNDERSTAND THAT CAPE COD VILLAGE CLUB, INC. WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURIES SUSTAINED by myself, my spouse, family members, relatives, guests or invitees on or using the Rental Property or the CCVC Facilities.
  5. I further represent that I have read and signed CCVC's Renter's Agreement for the Rental Property and will abide by all CCVC's rules and regulations.
  6. The invalidity, illegality or unenforceability of any clause or wording of this Release, Waiver of Liability and Hold Harmless shall not affect the validity, legality or enforceability of any other clause or wording of this Release, Waiver of Liability and Hold Harmless, which shall be construed and given effect without reference to such invalid, illegal or unenforceable clause or wording.
  7. This Release, Waiver of Liability and Hold Harmless shall be interpreted and construed in accordance with the laws of the State of New York.
- IN SIGNING THIS RELEASE, WAIVER AND HOLD HARMLESS, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release, Waiver of Liability and Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Renter's Signature: \_\_\_\_\_ Name  
Printed: \_\_\_\_\_  
Date: \_\_\_\_\_

### Renter's Dock Request Form

If you need a dock slip, please return this completed form along with your rental application one week prior to rental period to the CCVC Rental Chair's address listed on the first page of this renter's packet.

Renter must **check in with a member of the Dock Committee upon arrival** for dock assignment and docking requirements.

Member's name: \_\_\_\_\_  
Renter's name: \_\_\_\_\_

**Please attach a copy of your proof of liability insurance for your boat if it is over 16 feet.**

Boat length \_\_\_\_\_ feet. **Reminder: Maximum boat length limit is 22 feet**  
Boat Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_  
State \_\_\_\_\_ Registration# \_\_\_\_\_

PWC Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_  
State \_\_\_\_\_ Registration# \_\_\_\_\_

Dock space needed from: \_\_\_\_\_ to: \_\_\_\_\_  
(month/day/year) (month/day/year)

I understand the Boats and Docks rules and regulations and agree to follow them. I also understand that if I, my family, or any of my guests do not follow these rules we may not be allowed to rent in CCVC again.

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_