



## Lake Forest Boat Launch Policies for Commercial Use

1. **Season Pass:** Commercial Operator shall purchase one (1) LFBR Commercial Season Pass per vessel to be launched or exited from the boat ramp. Passes must be purchased through the District Offices during regular business hours. This can be done via email (jmcillion@tcpud.org) or dropping all required documentation off via the District's Night Drop Box. There are no refunds for season passes.
2. **Business License:** Commercial Operator shall provide District with a copy of their current Placer County Business License.
3. **General and Commercial Marine Insurance:** District shall be named as Additional Insured with Endorsements in minimum amounts of \$1,000,000 per occurrence, \$2,000,000 aggregate on a) General Liability Insurance; and b) Commercial Marine Liability Insurance.  
**Automobile Liability Insurance:** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.  
**Workers' Compensation Insurance:** The Commercial Operator shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the TCPUD, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency, but this provision applies regardless of whether or not the TCPUD has received a waiver of subrogation from the insurer.
4. **Waiver of Liability and Indemnification:** The Tahoe City Public Utility District is not responsible for accidents, injuries, or loss of property. All users understand that use of the LFBR launch includes the potential risk of damage or injury, and all users are voluntarily choosing to use the LFBR launch. By signing this form, users, on behalf of themselves, their employees, agents, customers and contractors, are voluntarily releasing and forever discharging the Tahoe City Public Utility District (TCPUD), its agents, officials, officers, employees, and volunteers from any liability related to use of the LFBR boat launch and for any injury, death, illness or disease, and damage. Users waive any and all rights that they may have to make a claim against, or to sue, the TCPUD for any loss or damage that may accrue against the TCPUD, its agents, officials, officers, employees, and volunteers, arising out of the use of the LFBR launch by reason of negligence or otherwise. Users further agree to indemnify and save free and harmless the TCPUD from any claims, liability, or loss occasioned to the TCPUD as the result of injury or death to persons or damage to property arising out of the use of the LFBR launch pursuant to the reasons for this waiver by reason of negligence or otherwise. Users shall include waiver and indemnity language consistent with this section in contracts, liability waivers and similar documents from all customers, volunteers, subcontractors, and agents, which shall be subject to TCPUD's prior review and approval. A waiver and indemnity shall be obtained from each customer, volunteer, subcontractor, or agent utilizing the LFBR launch.
5. **Commercial Operators must provide a copy of their waiver that each customer, volunteer, subcontractor or agent utilizing the LFBR launch will sign, showing the language as required above.**
6. **Operations:**
  - a. Commercial Operator SHALL obey all TRPA noise and wake zone Ordinances.
  - b. Commercial Operator SHALL NOT conduct any business transactions while on, or within, the properties of the LFBR Launch, including the beach and parking lots of LFBR.
  - c. Commercial Operator SHALL NOT impact or interfere with the operation of LFBR Launch by District personnel or District concessionaires.
  - d. Commercial Operator SHALL NOT park trailer or personal vehicles in the (2) prep lane parking spaces at the LFBR parking lot for a time exceeding the posted time limit of five (5) minutes.
  - e. Commercial Operator SHALL NOT "set-up shop" or casually loiter at the LFBR Launch, which includes the beach area of LFBR.
  - f. Refueling watercraft in the LFBR area, or LFBR parking lot is strictly prohibited.
  - g. No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the LFBR area, or within parking areas, except as specified in notices besides waste into the containers provided for that specific purpose.
7. **Boat and Trailer Parking:**
  - a. Commercial Operator shall moor their boats on TRPA-approved and permitted moorings or they shall remove their boats from the LFBR Launch daily.
  - b. Commercial Operators shall be permitted to moor their boats at the LFBR courtesy docks for no more than ten (10) minutes at a time. Boats that are moored at the courtesy docks for more than ten (10) minutes will be subject to loss of launch privileges.
  - c. No overnight parking is allowed on or in the vicinity of the courtesy or floating docks.
  - d. The LFBR trailer parking area is for short-term (day use) parking only for visitors and guests using the LFBR Launch after they've launched their boats. Commercial Operators SHALL NOT be permitted to park loaded trailers in the LFBR parking lot overnight, while staging, or queuing for rentals.
8. **Planned Hours of Operation: 2021 Hours and Days of Operation – Subject to change due to health directives, weather and/or staffing.**
  - a. **Public Hours:** SPRING-May 1 – Sept. 30, 6:00AM – 7:00 PM. FALL and WINTER-Oct. 1 – April 30, 6:00 AM – 4:00 PM.
  - b. District will follow current COVID-19 guidance as applicable and restrictive measures may be placed and enforced.
  - c. LFBR Annual closures: New Year's Day, Martin Luther King Jr. Day, President's Day, Veterans Day, Thanksgiving Eve and Thanksgiving Day and Christmas Eve and Christmas Day.
  - d. 7 Days a Week, weather permitting.