The Waters at Lake Anna (TWALA)

HOA Day Slip Rental Agreement

On this _____ day of (month) _____ (year) _____, this Watercraft Day Slip Rental Agreement (Agreement) is entered into on the above date by and between TWALA Home Owners Association (TWALA HOA) for Day Slip #_____ and HOA member in good standing (Renter)_____ with an address of _____ for the dockage of Renters' "watercraft" (includes but not limited to powered boat, jet ski, canoe) with a manufacture date of: _____, Model ____, (year) _____,(feet) _____ , with Watercraft registration #_____.

1. **Limit on use.** This Agreement permits dockage only for the watercraft specified herein. To dock any other watercraft, renters must complete a new agreement.

2. **Term.** This Watercraft Day Slip Agreement covers the period from January 1, 2026, through December 31, 2026.

3. **Rentals.** The 2026 Day Slip rental rate is $800.00 USD. TWALA lot owners must submit a completed Rental Agreement and payment (check or cash) to the TWALA office to rent a Day Slip.

4. **Termination.**

a**. Termination by Renter.** Cancellations made prior to December 31, 2026, will not be eligible for refunds or prorated rates.

b**. Termination by TWALA HOA.** (i) For Cause. TWALA HOA may terminate this Agreement if the Renter breaches any terms or conditions. If so, TWALA HOA may end the Agreement with ten (10) days written notice. The Renter must remove the watercraft from the day slip before the notice period ends; no refund will be given.

5**. Removal.** If the Renter fails to remove their watercraft from the Day Slip before this Agreement ends or expires, and after proper notice, TWALA HOA may:

a. Remove the Renter's watercraft from the Day Slip and store or re-dock it as appropriate. Any related fees will be charged to the Renter's TWALA HOA account.

b. Secure the renter's watercraft at the designated day slip until all outstanding fees and charges are paid in full by the renter.

c. Charge the renter the current rental rate for the entire duration that the renter's watercraft is in the TWALA HOA Day Slip. Any fees or expenses incurred by TWALA HOA will be billed to the renter's TWALA HOA account.

e. Exercise any other right TWALA HOA has at law, admiralty or equity.

f. Any combination of any or all remedies set forth in paragraph 5.

Removal of Watercraft. The renter may not remove their watercraft from the Day Slip or any location to which TWALA HOA has relocated it under paragraph 5.a, until all fees and costs in this Agreement are fully paid. TWALA HOA may seek payment using the watercraft's credit, unpaid rent, dockage, or other services provided, and may enforce its rights through self-help, and state, federal, or maritime lien laws.

6. **Sublease.** Renter may not transfer, sublet, assign, or allow use of their assigned day slip by anyone or any watercraft other than the one listed above.

7. **Rules and Regulations.** Renters must follow the latest TWALA Owners and Renters Guide on TWALA.org. See section 4 for Common Area Rules & Guidelines.

8. **Foul Weather.** Renter acknowledges that TWALA HOA is not responsible for protecting the renter's watercraft from foul weather or changes in lake levels while it is in a TWALA HOA Day Slip. The renter agrees to hold TWALA HOA harmless, indemnify and defend against any claims from other members regarding contact with their watercraft, and is liable to TWALA HOA for any damage to facilities, property, or for environmental fines resulting from contact with the renter's watercraft or related equipment.

9. **Insurance Coverage.** The Renter must maintain comprehensive and liability insurance on the watercraft for the full period it is docked in a TWALA HOA Day Slip.

10. **Entire Agreement.** This Agreement is the complete understanding between the parties regarding its subject and can only be changed in writing signed by both parties.

11. **Choice of Law and Forum.** All disputes are governed by the laws of the Commonwealth of Virginia and Federal Admiralty law, and actions to enforce this Agreement must be filed only in Louisa County, Virginia courts.

12. **Severability.** If any part of this Agreement is found unenforceable, the rest remains fully effective.

13. **Binding Nature.** This Agreement binds and benefits all parties and their heirs, successors, and assigns.

The parties have signed this Agreement as of the date above.

RENTERS SIGNATURE: _____ Date:_____

TWALA HOA SIGNATURE: _____ Date:_____

MARINA SUB-COMMITTEE SIGNATURE: _____ Date:_____

All parties agree that electronically scanned signatures shall be accepted as valid.