



WEISER FOREST DISTRICT
BUREAU OF FORESTRY
16 WEISER LANE
PO BOX 315
ARISTES PA 17920-0315

Lottery Application Procedures for Mooring Space

Weiser State Forest – Roaring Creek Tract

McWilliams' Reservoir
Kline's Reservoir

Due to the volume of interest in mooring space at the Weiser State Forest - Roaring Creek State Forest Tract, it was determined effective January 1, 2010, that the only fair way to issue permits is by lottery selection.

LOTTERY PROCESS:

Applications must be **mailed and postmarked** with a date no earlier than **January 1, 2023, and no later than January 31, 2023**. Upon receipt, each envelope will be assigned a number. On **February 6, 2023**, assigned numbers will be drawn at random to select the winning applications. Every application received will be entered into the lottery; every application selected will be reviewed for accuracy; if application does not meet the terms and conditions it will be rejected, and a new application will be selected. The lottery process will continue until all spaces have been assigned. If spaces remain available following the drawing on February 6, 2023, permits will be issued on a first-come first-served basis until filled.

LOTTERY TERMS AND CONDITIONS:

Lottery Applications: **MUST** be postmarked **no earlier than January 1, 2023**, and no later than **January 31, 2023**. ***Fax or walk-in applications will not be accepted.*** Please be sure your application is accurate and complete before mailing. We cannot revise, intercept, or confirm applications. A maximum of two applications per address are eligible to receive permits. Do not apply for more than one mooring permit per boat (you cannot have a permit at both locations for the same boat).

Applications are rejected from the lottery for any of the following reasons: mooring location not indicated; postmarked after the acceptable date; received without payment; sent by fax; illegible; or incomplete information.

Payment: Each application must include payment of \$25.00 (US Funds Only). Payment can be by Check or Money Order. **MUST be payable to: "Commonwealth of Pennsylvania".**

Mail Application DCNR Bureau of Forestry
with Payment to: P.O. Box 315
Aristes, PA 17920-0315

Phone: 570-875-6450
email: fd18@pa.gov

LOTTERY RESULTS:

Expect notification of lottery results by mail after February 10, 2023. Lottery winners will receive their permit(s) in the mail. If you are unsuccessful, miss the lottery deadline, or submit an incomplete application your application fee will be returned to you.

**WATERCRAFT MOORING PERMIT AGREEMENT**

State Forest Address:

DCNR Bureau of ForestryPO Box 315Aristes, PA 17920**Circle One Desired Mooring Location**

- McWilliams' Reservoir
- Kline's Reservoir

This is a mooring permit and agreement between the Department of Conservation and Natural Resources ("Department") and the owner or lessee of the watercraft specified below ("Occupant").

1. **LOCATION AND DATES.** Occupant may moor the watercraft in Weiser State Forest - Roaring Creek Tract at the numbered space indicated above from

March 1, 2023 through November 1, 2023

2. **MOORING FEE.** Mooring fee is \$ 25.00. **Payment is due with submission of application.** Checks shall be made payable to **"Commonwealth of Pennsylvania."**

3. **DECAL DISPLAY.** A valid mooring decal, issued pursuant to this agreement, must be affixed to the watercraft aft of amidship on the starboard (right) side.

4. **WATERCRAFT REPLACEMENT.** Occupant may replace the watercraft with another of a size authorized for the assigned slip, space, or dock. Occupant shall provide the Department with the information specified in paragraph 5 below.

5. **WATERCRAFT – Information must be completed.**

Type of watercraft _____	Year _____	Construction _____	HIN _____
Manufacturer _____		Capacity - lbs/persons _____	
Model _____		Motor Make _____	HP _____
Width-ft. _____	Length-ft. _____	Motorboat Reg. No. _____	

6. **LAUNCHING ON OTHER WATERS.** Occupant may launch the watercraft on any Department lake open for public boating during the calendar year 2023.

7. **NO SUBLETTING/TRANSFERRING.** Occupant may not assign or sublet this agreement. The permit issued under this agreement is not transferable.

8. **USE CONDITIONS.** Occupant shall maintain the watercraft in a clean, sanitary, safe and presentable condition; shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. If mooring area guidelines are provided at the State Park or State Forest, Occupant shall comply with such guidelines.

9. **MOVEMENT OF WATERCRAFT.** Department may move the watercraft from the originally assigned slip, space, or dock to another. Because of draw-downs, improvements or repairs to impoundments, or water level, Occupant may be required to remove the watercraft without refund.

No motorized vehicle access to transport watercraft to or from mooring sites.

10. **ADDRESS CHANGE.** If Occupant's address changes during the term of this agreement, Occupant shall promptly notify Department in writing of the new address.

11. **TERMINATION UPON OCCUPANT NOT OWNING/LEASING WATERCRAFT.** This agreement shall automatically terminate and the permit shall be void if Occupant ceases to own or lease the watercraft or if Occupant sells the watercraft and then leases it from the new owner.

12. **TERMINATION FOR BREACH.** Department may terminate this agreement and revoke the permit if Occupant breaches a term or condition.

13. **NO REFUNDS FOR CERTAIN TERMINATIONS.** If this agreement is terminated under paragraph 11 or 12, Occupant will not be entitled to a refund of any portion of moneys paid under this agreement.

14. **CHARGES FOR PROPERTY LEFT IN STATE PARK.** If the watercraft is not removed from Department property at the end of the term of this agreement under paragraph 1 or upon termination of this agreement under paragraph 11 or 12:

- Department may itself or through a third party remove and store Occupant's watercraft at Occupant's risk and expense.
- Beginning one week after the end of the term of this agreement or one week after the termination of this agreement:
 - Occupant will be subject to fees for removal (if applicable) and storage of watercraft according to the schedule in the State Parks Price Guide.
 - Department may begin procedures under Fish and Boat Commission regulations (58 Pa. Code § 93.110) for acquiring title to abandoned boats.
 - Department may obtain the services of a third party to handle disposition of the watercraft.
- Occupant will be liable for all fees for removal and storage and any other costs incurred by Department due to the failure of Occupant to remove the watercraft at the end of the term of this agreement or upon termination of this agreement, and Department will have a lien on the watercraft for all such fees and costs until they are paid.

15. **USE AT LESSEE'S OWN RISK.** Occupant shall use this slip, space, or dock at his own risk. Department is not responsible for the care or protection of Occupant's watercraft (including its gear, equipment and contents) or for any loss or damage arising from activities subject to this agreement. Department gives no warranty as to, and is not responsible for, or liable for any injuries or damages arising from, the condition of floats, docks, walks, gangways, ramps, piers, mooring gear or equipment.

16. **HOLD HARMLESS.** Occupant holds harmless Department and its officers, agents and employees from all costs, damages, expenses, claims, demands, suits and actions arising out of activities subject to this agreement.

Occupant (TYPE OR PRINT)

(Must be single individual or husband & wife.)

Street

City

State

Zip

Phone

Driver's License # AND State

State Park/Forest Weiser Forest District #18

Issuing Agent Weiser/

Occupant Signature

(SIGN IN INK)

DATE

Email