

**RIVER CITY ROWING CLUB
CONTRACT FOR BOAT STORAGE**

This agreement is made effective as of July 1, 2008 between River City Rowing Club (“RCRC”) and _____ (“Member”).

1. In order to have convenient access, Member desires to store certain boating equipment (“Equipment”) on premises leased by RCRC. RCRC, in order to provide convenient access, is willing to permit the storage of the Equipment in RCRC’s boathouse on the terms and conditions set forth in this agreement.

2. Member shall have the right to store the Equipment, more particularly described as:

[Manufacturer, Model & serial number] within RCRC’s boathouse for a period of one year, commencing on the effective date recited above and upon payment of \$250 for a single; \$350 for a double. This payment will not be pro-rated and no refund will be offered if Member removes the Equipment prior to expiration of the one-year term.

3. Member understands and agrees that RCRC is offering boathouse storage as a matter of convenience for Member. Despite this storage agreement, Member shall remain exclusively liable and bear all risk of loss for damage or destruction of the Equipment while stored or used in connection with the operations of RCRC, including any loss or damage that may occur to the Equipment while being launched from RCRC docks or being transported (at Member’s request) on RCRC boat trailers. If the Equipment is lost, stolen, damaged or destroyed by any cause whatsoever during the term of this agreement, including the passive, active or sole negligence or intentional conduct of RCRC, its officers, directors, employees, members or guests, or the conduct of any third party, RCRC shall not be responsible for that loss, damage or destruction. Member waives and releases RCRC and its officers, directors, employees, members and guests from any such claim, and Member expressly assumes the risks associated with any such loss, damage or destruction.

4. If Member elects to obtain insurance coverage to protect against potential loss, theft, damage, or destruction of the Equipment, Member should confirm that the insurance coverage extends to loss, theft, damage or destruction of the Equipment while the Equipment remains at RCRC.

5. RCRC may terminate this agreement in writing upon ten (10) days’ written notice to Member. At the expiration of this agreement, unless renewed in writing, or upon termination, Member shall promptly, and within ten (10) days remove the Equipment from RCRC premises. If the Equipment is not timely removed, RCRC is granted a lien on the Equipment to cover the cost of continuing to store the Equipment. If the Equipment is not removed within ninety (90) days, RCRC may dispose or take ownership of the Equipment.

6. Boat must be rowed at least once a month to be eligible for space in the scull house. Boats rowed less than once a month will be moved by RCRC to another location, without further notice to Member.

Member Signature: _____ Date: _____