



Bainbridge Island Rowing Boat Storage Agreement

Last Revised January 2018

Instructions for securing and paying for a boat rack

1. Contact Chrys Hansen, BIR Rack Manager at:
 - a. rackmanager@bainbridgerowing.org.
 - b. If you are new to storing a boat, **first** confirm with Chrys that a spot is available.
 - c. If you are simply renewing your rack fee agreement and your Tier remains the same, continue to paragraph #3 and pay your renewal rack fees in the usual manner.
2. Storage fees are charged according to a tiered system, as set in BIR's annual budgeting process.
 - a. **Tier 1:** Private single shell - For owner's sole use only. Qualified member scullers are permitted to use the shell only with owner's direct permission. **The Tier 1 rate is \$450.**
 - b. **Tier 2:** Private single shell - Qualified member scullers may use the shell only under the direct supervision of a BIR coach, conditions permitting. **The Tier 2 rate is \$300.**
 - c. **Tier 3:** Private single shell - Qualified member scullers may use the shell without direct supervision of a BIR coach, conditions permitting. **The Tier 3 rate is \$0.**
 - d. The annual payment is due as a lump sum by March 1st.
 - e. Any proration of the above Tier 1 and Tier 2 rates for partial year usage shall be determined at BIR's sole discretion.
 - f. "Qualified" scullers are those individually approved by BIR Director of Rowing or designee.
3. After you have communicated with Chrys regarding #2 above,
 - a. log in at www.bainbridgerowing.org,
 - b. pay **BIR annual membership dues** if you have not already done so as a Master or Junior rower,
 - c. register for **annual rack fees**, and
 - d. pay the appropriate rack fees by check, credit card or bank transfer.
4. If you have not completed, signed, and sent in the Boat Storage Agreement form previously, please do so this year with the following Boat Storage Agreement.
 - a. BIR will collect only new agreements for this year under the assumption that we have one on file from you for last year. The Rack Manager needs to verify contact information and rental intentions.
 - b. Mail the completed form, along with a check as appropriate, to BI Rowing/Rack Rental, 221 Winslow Way West #102, Bainbridge Island, WA 98110.

For BIR use only:

New:	(Year:) Renewal:	Rack #:	Space #:
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BOAT STORAGE AGREEMENT

Last Revised May 2017

Please complete this form and return to:

Bainbridge Island Rowing

Rack Rental

221 Winslow Way W. #102

Bainbridge Island, WA 98110

rackmanager@bainbridgerowing.org

AGREEMENT made this ____ day of _____, 20____, by and between Bainbridge Island Rowing, a Washington non-profit corporation (hereinafter “**BIR**”) and the person signing this agreement below as “**Boat Owner.**”

1. **LICENSE:** BIR hereby agrees to license use of space to Boat Owner. The specific space to be licensed to Boat Owner may be changed by BIR at any time. A Boat Owner's rowing shell may be moved for various reasons, including but not limited to:
 - a. little or no use of the rowing shell;
 - b. the size and weight of the rowing shell; and,
 - c. accessibility issues of other Boat Owners. As a courtesy to Boat Owner, BIR shall notify Boat Owner of such relocation by mail, email or phone using information provided by Boat Owner.
2. **SUBJECT TO SPACE AVAILABILITY:** BIR-owned boats, and privately owned boats where the owner has allowed BIR to have use of said boat, have priority use of BIR storage facilities. In the event that BIR needs space to store a BIR-owed boat, Boat Owner agrees to vacate the space upon twenty (20) days advance written notice, deemed delivered on the day it is mailed to the address shown below. Should BIR require the use of Boat Owner's space, BIR will pay a pro-rated refund of rack fees to Boat Owner.
3. **USE:** The licensed space shall be used by Boat Owner for only for the storage of the rowing shell and its immediate accessories (riggers, seat, cover, oars) and for no other purpose whatsoever. The space may not be sublicensed.
4. **RULES AND REGULATION:** Boat Owner agrees to comply with the rules and regulations of BIR in force on the date of this agreement and as they may hereafter be amended by BIR from time to time. Boat Owner agrees to maintain annual membership in BIR during the term of this license. Boat Owner agrees not to allow anyone who is not a current member of BIR access to Boat Owner's rowing shell. Boat Owner agrees not to disclose the combination of any BIR locks, either during or after the term of this license. Boat Owner agrees to be responsible for any damage to any BIR equipment or facility or to any property of the City of Bainbridge Island or to other private equipment due to improper handling of Boat Owner's equipment.

5. **LICENSE PAYMENT:** Boat Owner and BIR agree that license payment set in each year's annual budgeting process is due as a lump sum on March 1. Payment to be by credit card through the BIR website or by check, mailed to Bainbridge Island Rowing, 221 Winslow Way West #102, Bainbridge Island, WA 98110. BIR will attempt to send reminders to Boat Owners. Payment is due by the first day of month in which payment is due. BIR will charge late fees (below) whether reminders are sent or not.
6. **LATE FEES:** Any license payment payable by Boat Owner to BIR not paid in full within five (5) days after the due date thereof shall bear interest at a rate equal five dollars (\$5) per week calculated from one week past the date of delinquency to the date of payment. Such interest shall be deemed additional license payment due upon demand, and BIR shall have rights with respect to such non-payment as it has with respect to any other non-payment of license payment hereunder.
7. **INSUFFICIENT FUNDS:** Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00, and thereafter, BIR may require Boat Owner to pay all future license payments by money order or cashier's check.
8. **DEFAULT:** If payment of license is delinquent for a period of thirty (30) days Boat Owner agrees that BIR may relocate the boat, oars and other equipment belonging to Boat Owner to other less accessible space within the Premises. If payment of license is delinquent for a period of three (3) months, Boat Owner's boat, oars and other rowing equipment shall be deemed abandoned and shall thereupon become the property of BIR. Boat Owner shall be notified by written notice, deemed delivered on the day it is mailed to the address shown below. Such notice shall be made thirty (30) days after the initial default and sixty (60) days after the initial default.
9. **CONTACT INFORMATION:** Boat Owner shall be wholly responsible for providing BIR with current contact information. BIR shall make a good faith effort to contact Boat Owner, but BIR shall assume no liability if BIR is unable to contact Boat Owner.
10. **NO WASTE:** Boat Owner shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Boat Owner in the Premises. Boat Owner shall not, without the prior written consent of BIR, use any apparatus, machinery or device in or about the Premises which will cause any substantial noise or vibration or any increase in the normal use of electric power or water.

11. INDEMNIFICATION AND INSURANCE:

- a. **Indemnification.** Boat Owner shall defend and indemnify BIR and the City of Bainbridge Island harmless from and against any and all common law or statutory liability, damages, losses, claims, civil actions, obligations, costs or expenses, including attorneys' fees and all deductible amounts from any insurance policy, and any subrogation claim my insurance carrier may attempt to assert arising from any act, omission or negligence of Boat Owner or its contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises, or arising from any breach or default under this agreement by Boat Owner, or arising from any accident, injury or damage, howsoever and by whomever caused by any person or property, and whether or not caused by the negligence of Boat Owner or the strict liability of any party, occurring in or about the Premises. The foregoing sentence shall not be construed to make Boat Owner responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence of BIR, the City of Bainbridge Island or another Boat Owner. All damage or injury done to the Premises or any appurtenances to either by Boat Owner, or by Boat Owner's agents,

invitees, licensees, or employees, or by any other persons who may be upon the Premises with the consent of Boat Owner shall be paid for by Boat Owner. BIR shall not be liable for any loss or damage to person or property sustained by Boat Owner, or other persons, which may be caused by the Premises, or any other appurtenance or improvement to the Premises, being out of repair, or the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any Boat Owner or occupant of the Premises or any other third parties, or of any other person. Boat Owner agrees to use and occupy the Premises at its own risk and hereby releases BIR, its agents and employees from all claims for any damage or injury to the fullest extent permitted by law. BIR will not carry insurance of any kind on Boat Owner's improvements or personal property, and BIR will not be obligated to repair any damage thereto or replace same.

- b. **Insurance.** Boat Owner is solely responsible, at Boat Owner's sole cost and expense, to obtain an insurance policy insuring Boat Owner against damage to or theft of Boat Owner's boat, oars and other equipment.

12. **SEVERABILITY.** If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then remainder of this License, and/or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced as written to the fullest extent permitted by law.

13. **TERMINATION.** This agreement is predicated on an expectation that Boat Owner's equipment will be used on a regular basis. Evidence of such use shall be by entry in the BIR logbook. If, in the sole judgment of BIR, Boat Owner's equipment is not used on a regular basis, BIR may terminate this agreement by written notice given at least ten (10) days prior to the date the next rental payment becomes due. The Boat Owner may also terminate this agreement by written notice given at least ten (10) days prior to the date the next rental payment becomes due. If Boat Owner fails to remove Boat Owner's boat, oars and other equipment, BIR may at its discretion, store it at Boat Owner's expense or deem it abandoned, thereupon becoming the property of BIR.

14. **ATTORNEY'S FEES.** If suit is initiated in order to enforce any term of this agreement, BIR shall be entitled to recover reasonable attorney's fees in addition to all other relief to which it may be entitled.

BOAT / OAR / OWNER INFORMATION

_____ Make of Boat	_____ Type of Boat	_____ Year of Boat	_____ Boat Hull Number
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_____ Make of Oars	_____ Serial Number of Oars (if any)
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_____ Boat Owner Street Address, City, State, Zip	
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_____ Home Phone	_____ Work Phone
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_____ Email	_____ Cell Phone
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By _____ Signature	By _____ Signature
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_____ Printed Name	_____ Printed Name
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_____ Printed Name and Signature of Parent/Guardian if Boat Owner is a Minor	
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