

BOAT STORAGE AGREEMENT

Please complete this form and email signed electronic copy to:
admin@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 Boat may be moved for various reasons, or no reason, including but not limited to:
 - a. little or no use of the Boat;
 - b. the size and weight of the Boat; and,
 - c. accessibility issues of other Boat Owners. As a courtesy to Boat Owner, BIR shall notify Boat Owner of such relocation by email using the email address 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 (see Tier 2 and Tier 3 Boat Owners below), have priority use of BIR storage facilities. Boats which are little or not used will have their priority reevaluated if warranted by the demand for space. In the event that BIR needs space to store a BIR-owed boat, Boat Owner agrees to vacate the space upon fourteen (14) days advance notice, deemed delivered on the day it is sent to the email address shown below. Should BIR require the use of Boat Owner’s space and is unable to provide an acceptable alternate space, BIR will pay a pro-rated refund of unused license fees to Boat Owner.

3. **USE:** The licensed space shall be used by Boat Owner only for the storage of the Boat and its immediate accessories (riggers, seat, cover, oars) and for no other purpose whatsoever. The space may not be sublicensed. Boat Owners shall be categorized as follows:
 - a. **Tier 1:** Boat is for Boat Owner’s sole use only. Qualified member scullers are permitted to use the Boat only with Boat Owner’s direct permission.
 - b. **Tier 2:** Qualified member scullers may use the Boat only under the direct supervision of a BIR coach when conditions permit.
 - c. **Tier 3:** Qualified member scullers may use the Boat without direct supervision of a BIR coach when conditions permit.Tier 2 & Tier 3 Boat Owners understand that:
 - a. the Boat will be used by BIR for sculling programs,
 - b. that only qualified BIR members will use the Boat. Qualified member scullers are those current members of BIR approved by the BIR Director of Rowing or designee,
 - c. Boat Owner’s usage restrictions must be communicated in the space provided on page 3 of this document,

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 Boat. 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 by Boat Owner when Boat Owner is rowing unsupervised by BIR.

5. **LICENSE PAYMENT:** Boat Owner and BIR agree that license payment set in each year’s annual budgeting process is due as an annual lump sum on or before March 1st. Payment is to be made by credit card or ACH through the Boat Owner’s BIR “iCrew” account.

6. **LATE FEES:** Any license payment payable by Boat Owner to BIR not paid in full within five (5) days after March 1st 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. **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 emailed notice, deemed delivered on the day it is sent to the email address shown below. Such notice shall be made thirty (30) days after the initial default and sixty (60) days after the initial default.
8. **CONTACT INFORMATION:** Boat Owner shall be wholly responsible for providing BIR with current contact information by updating the Boat Owners BIR "iCrew" account. 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.
9. **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.
10. **INDEMNIFICATION AND INSURANCE:**
 - a. **Indemnification.** Boat Owner and BIR shall mutually defend and indemnify each other 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 each other based on their comparative fault 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 either party, 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 each party, or by their 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 based on their comparative fault. 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 be obligated to repair any damage thereto or replace same caused by Boat Owner's negligence.
 - b. **Insurance.** From the date this agreement commences to the date this agreement is terminated, 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. If damage is incurred to the Boat Owner's Boat while being used in BIR's sculling programs, BIR will compensate Boat Owner for any out-of-pocket costs as a result of this damage.

- 11. 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.
- 12. 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 or for other reasons, BIR may terminate this agreement with fourteen (14) days written notice. The Boat Owner may also terminate this with fourteen (14) days written notice. 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.
- 13. 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

Make of Oars Serial Number of Oars (if any)

Current Market Value Please list any specific usage requirement

Please circle the desired Tier below:

Tier 1 Tier 2 Tier 3

Boat Owner Street Address, City, State, Zip

By _____
Signature Email

Printed Name Cell Phone

Printed Name and Signature of Parent/Guardian if Boat Owner is a Minor