

# Humboldt Bay Rowing Association Private Equipment Storage Contract

Private Equipment Owner (Renter): \_\_\_\_\_

Private Equipment and/or Accessories Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, agree to store my private equipment and/or accessories (hereafter referred to as "equipment") as described above with Humboldt Bay Rowing Association (HBRA) and HBRA agrees to provide space for the equipment in the boathouse located at \_\_\_\_\_, Eureka, CA, based upon the following

## Terms & Conditions:

- 1. AVAILABILITY:** Storage is based on availability of space for club equipment in the boathouse and is not guaranteed. Storage space availability is determined by the Boathouse Manager/Head Coach, with oversight by the HBRA Board of Directors. Private equipment owners must be a member in good standing of HBRA to use storage.
- 2. ACCESS:** Private equipment owners will receive a key or key code to the appropriate boathouse and are permitted use their equipment when they row. Access to the boathouse will be permitted at any time provided all HBRA rules and regulations are followed. Key handlers may only use the key/key code to access their personal equipment and other equipment as permitted. **Unauthorized access to the boathouse, use of any equipment other than that listed in this contract or permitted, or failure to follow HBRA rules and regulations, is grounds for loss of privileges or membership, determined by HBRA Board of Directors.**
- 3. MAINTENANCE / DAMAGE / INSURANCE:** The private equipment owner shall properly use, operate, and safeguard the premises, all equipment and all electrical fixtures, and shall keep them as clean and sanitary as their condition permits. The private equipment owner shall notify HBRA immediately of any damage to the premises or HBRA equipment, and, if damage is caused by negligence of the private equipment owner, the private equipment owner may be asked to pay for all repairs or replacements, excluding ordinary wear and tear. Private equipment and personal property is not insured by HBRA. Private equipment should be clearly marked as such.
- 4. BOAT STORAGE AND ALTERATIONS:** Renter may not make any alterations to the boathouse(s) or premises without HBRA Boathouse Manager/Head Coach written consent. Specific equipment storage will be arranged with the Boathouse Manager/Head Coach.

HBRA and Renter Acknowledge receipt of copy of this page, which constitutes

5. **PRIVATE EQUIPMENT TRANSPORT BY HBRA:** The private equipment owner assumes all risk for equipment transported by HBRA. HBRA is not liable for private equipment damaged during transport and recommends private equipment owners insure their equipment.
  
6. **ATTORNEY'S FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees & costs.
  
7. **DEFAULT:** If private equipment owner abandons property, while in default of dues for more than three months, HBRA may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event HBRA reasonably believes that such abandoned property has no value, it may be discarded. ALL property on the premises is hereby subject to a lien in favor of HBRA for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of the default by the private equipment owner, HBRA may elect to continue the lease in good faith.
  
8. **INDEMNIFICATION:** HBRA shall not be liable for any damage or injury to private equipment owner, or any other person, or to any renter's property occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or unlawful act of HBRA. The private equipment owner agrees to hold harmless from any claims for damages, no matter how caused, except for injury or damages for which HBRA is legally responsible.
  
9. **NOTICE:** Any notice which either party may give or is required to give, may be given by mailing or posting to HBRA in security box located by door of Main boathouse. Thirty (30) days written notice of agreement termination may be enacted by either party.
  
10. **COMPLAINTS:** It is agreed between both HBRA and the private equipment owner, upon receiving 3 written complaints regarding the renter during the course of this agreement, HBRA will be entitled to give renter a 3 day notice to vacate premises and terminate agreement other than the standard 30 day notice.
  
11. **ANNUAL STORAGE RENTAL FEE:** The private equipment owner promises to pay \$\_\_\_\_\_ annually to HBRA for the equipment storage as described in this agreement. (Fee schedule below)

**12. SUPPLEMENTAL TERMS & CONDITIONS:**

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**13. ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

**14. ACKNOWLEDGEMENT:** The undersigned have read the foregoing prior to execution and acknowledge receipt of a copy.

| Renter

Boathouse Manager

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Annual fee schedule:

Single shell w/one set of oars:

\$ 250

Exclusive-use oars (or additional set(s) of oars):

\$ 50/set

Non-exclusive use of oars (other HBRA members may use):

No Charge

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Page 3 of 3 Pages. Private Equipment Owner Initials \_\_\_\_\_ Boathouse Manager Initials \_\_\_\_\_