

Lake Washington Rowing Club

Renewal Packet

Dear LWRC:

Happy New Year! We had a good turn-out at this year's annual All Member Meeting and I think we wrapped up in record time with folks starting the clean-up process by 7:30! In addition to recapping the business side of the year, we celebrated the extraordinary volunteer efforts given in 2010 by our three Volunteer of the Year recipients: Jim Roe, Howard Lee, and John Robinson. They have been instrumental in the health of our club and its members and they deserve our gratitude. The grandest of The Club's recognitions, the Board of Directors Award, was given last night to the remarkable Bill Tytus. John Robinson did the honors of introducing Bill with an endearing speech that allowed us the opportunity to reflect on how treasured Bill is and should be by each of us. John's remarks will be in the next newsletter.

The theme of the business side of things should be "out with the old and in with the new!" What's "old"? Back taxes, back rent, and legal fees to the tune of \$76,508.02 are old. This hefty price tag from 2010 paid for the legal process we endured with the Fremont Dock Company and you can expect that these expenses will not repeat themselves! Major work parties are old. Work parties were eliminated last year as members got acquainted with the on-line volunteer sign-up. In 2011 we will aim to exclusively use the on-line volunteer format and the time you give will be tracked regularly. Blackberry bramble is old. Thanks to Jim Roe and his posse of volunteers, we are on our way to having the most inviting dock to launch from and return to in the area. Our membership agreement is old. Historically, our membership forms have included a clause stating that membership is annual and cannot be canceled. Effective immediately, membership will remain an annual agreement but should a member choose to cancel, they are required to pay 50% of the remaining dues for the year. For members who pay in full at the start of the year, The Club will reimburse 50% of the remaining dues. Neither scenario comes up too often but often enough to warrant a revision to the old policy.

Perhaps it's a combination of the roles I have (in no particular order): LWRC Office Manager, Independent College Consultant, friend, wife, and mom that has elevated my awareness of the value of lending a hand. We all have a lot on our plates, some more than others, and as LWRC members we all need to have a slice of volunteerism on each of our plates. Your time allows the club to run the programs we offer within the club and to the community, to keep the boathouse operating and presentable, and to keep our equipment working beyond its intended life span. To that end we ask each member to donate 10 hours over the course of the year. In 2011, if you volunteer less than the 10 hours, you will be billed for the hours that you missed at a rate of \$25 per hour. Because we transitioned in 2010 from the historical honor system to adopting a higher expectation of volunteerism, only if you did zero hours of volunteer work in 2010 will you be billed \$250.00. This fee will appear on your 2011 dues invoice. Our record keeping is not flawless yet so I expect to hear from some of you.

A final note: dues and rack space will remain unchanged in 2011! With all of those old expenses behind us, I think we are set for sunnier days ahead! Have a wonderful year on the water!

Included in this packet:

Membership Renewal Form – PLEASE turn this in. Our files were last updated in 2007 so I am asking that EVERYONE turn this in. No checks through the door without the form, please!

Boat Fees & Lease Agreement – Agreement is required for those who store a personal boat at either of LWRC's boathouses, Fremont or Garfield

Liability Release – again, old records.... Please sign and turn in!

ACH Form – required if you are signing up for automatic withdrawals for the first time

Lake Washington Rowing Club 2011 Membership Form

Last Name _____	First Name _____	Today's Date _____
Mailing Address _____	Birthdate _____	
Preferred Phone Number _____	Second Phone Number _____	USRA# _____
Email _____	Month/Year joined LWRC _____	
Emergency Contact Name _____	Emergency Contact Phone Number _____	

Annual Dues

Single Payment

Individual Membership \$710.00
Family Membership \$1065.00
Inactive Membership \$60.00

Monthly Payments (signed ACH agreement form required)

- Check here if you are renewing ACH using the same bank account. A new ACH form is not needed if your information is on file from 2010.

1st payment is due at the time of renewal. First auto-withdrawal is March 15th

Individual Membership \$59.16
Family Membership \$88.75

Boat Storage

Racks 1-5 and Hanging Racks: Single \$330.75, Pair/Double \$431.55
Racks 6-7: Single \$285.00, Pair/Double \$373.00
See storage summary for complete storage costs

Volunteer Fee \$250.00

A \$25/hour fee will be charged for hours not completed by 12/31/11.
You may pay now if you know that you won't be able to volunteer.

General Donation (voluntary)

Program Fees

If you pay upfront for three seasons of program fees you will receive a 10% discount.
Discount also applies to members who enroll in ACH monthly withdrawals.
Seasons: Feb-April, May-July, mid-August-Head of the Lake (1st weekend in Nov)

Sculling M/W or W/Sat (meets 2 days per week) \$120.00 per season
Sweep or Evening League (meets 3 days per week) \$170 per season

TOTAL DUE

Membership Agreement: As a member of Lake Washington Rowing Club, I agree to abide by the rules and regulations existing within the by-laws and established by the Board of Directors. I agree to give 10 hours of volunteer time annually and to pay \$25.00 per hour for time not completed. If I choose to terminate my membership before the membership year concludes, I agree to pay 50% of the remaining dues at the time of cancellation. If I paid the membership dues in full, The Club will reimburse me for 50% of the remaining annual dues at the time of cancellation.

Signature: _____

Date: _____

CURRENT LWRC MEMBER: Please fill it out all information and return it with your invoice or drop in the manager's office door mail slot.

ANNUAL BOAT LEASE AGREEMENT

AGREEMENT made this _____ day of _____, 20____, by and between LAKE WASHINGTON ROWING CLUB, a Washington nonprofit corporation, (hereinafter "LWRC") and the person signing this agreement below as "Tenant".

i) LEASE: LWRC hereby leases to Tenant and Tenant hereby leases from LWRC space in LWRC boathouse(s) for one year. The specific space to be leased by Tenant may be changed by LWRC at any time. A Tenant's boat may be moved for various reasons. These include but are not limited to: 1) little to no use of boat, 2) the size and weight of the boat and, 3) accessibility issues of other Tenants. As a courtesy, the Tenant will be notified of relocation by mail, email or phone using the information shown below.

ii) USE: The leased space shall be used by Tenant for storage of the boat, oars, and other rowing equipment described below and for no other purpose whatsoever. The space may not be sublet or otherwise used by anyone other than Tenant without the prior consent to LWRC.

iii) RENT: Tenant and LWRC agree that rent is payable in January 1 and July 1 for the following six month period at the monthly rent then prescribed under LWRC's general rent schedule adopted by LWRC. A late charge of five dollars (\$5.00) shall be due and payable by Tenant for each thirty (30) day period during which the rent is delinquent.

iv) RULES AND REGULATIONS: Tenant agrees to comply with the rules and regulations of LWRC in force on the date of this agreement and as they may hereafter be amended by LWRC from time to time.

v) DEFAULT: If payment of rent is delinquent for a period of sixty (60) days Tenant agrees that LWRC may relocate the boat, oars and other equipment belonging to Tenant to other less accessible space within the boathouse. If payment of rent is delinquent for a period of ninety (90) days, Tenant agrees that LWRC may remove Tenant's boat, oars and other equipment and store the same at Tenant's expense outside the boathouse. If payment of rent is delinquent for a period of six (6) months, Tenant's boat, oars and other rowing equipment shall be deemed abandoned and shall thereupon become the property of LWRC. A default in Tenant's payment of membership dues at the time and in the manner provided for LWRC members generally shall be deemed to be a default in payment of rent.

vi) TENANT'S WAIVER, RELEASE AND HOLD HARMLESS: In consideration for the lease of space, Tenant hereby expressly waives against LWRC, its officers, agents, and employees all claims which Tenant, Tenant's successors, heirs, personal representatives, and assigns may here for personal injury, death, property damage, or theft arising out of or as a consequence of storage of tenant's boat, oars and other equipment in LWRC's boathouse. Tenant further agrees to indemnify, defend and hold harmless LWRC, its officers, agents, and employees and anyone else acting on LWRC's behalf, for and against all claims, for personal injuries, death, property damage or theft and all demands, causes of action, and suits arising out of or in any way incident to Tenant's use of LWRC's premises.

vii) INSURANCE: Tenant is solely responsible, at Tenant's sole cost and expense, to obtain an individual insurance policy insuring Tenant against damage to or theft of Tenant's boat, oars and other equipment.

viii) TERMINATION: This agreement may be terminated by written notice given at least ten (10) days prior to the date the next six months' rent becomes payable (January 1 or July 1). If termination is at the instance of Tenant, a condition of termination is the removal of Tenant's boat, oars, and other equipment by the date the next rent would otherwise be due and payable. If termination is at the instance of LWRC, Tenant shall have thirty (30) days to remove Tenant's boat, oars, and other equipment. If Tenant fails to remove Tenant's boat, oars, and other equipment, LWRC may at its election, store it at Tenant's expense or deem it abandoned, thereupon becoming the property of LWRC.

ix) ATTORNEYS FEES: If suit is initiated to enforce any term of the agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to all other relief to which it may be entitled.

LAKE WASHINGTON ROWING CLUB

TENANT

By _____

Signature

Space(s) assigned _____

Printed name

Street Address

Home phone/Work phone

City, State, Zip

BOAT/OAR INFORMATION:

_____ Make of Boat	_____ Type of Boat	_____ Year of Boat	_____ Boat Serial #	_____ Boat Name
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_____ Make of Boat	_____ Type of Boat	_____ Year of Boat	_____ Boat Serial #	_____ Boat Name
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_____ Make of Boat	_____ Type of Boat	_____ Year of Boat	_____ Boat Serial #	_____ Boat Name
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_____ Make of Oars	_____ Serial Number of Oars
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**ROWING RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being given the opportunity to participate in any Lake Washington Rowing Club ("LWRC") activities ("Activity") I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. FULLY UNDERSTAND that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSS, COSTS, AND DAMAGES I incur as a result in my participation in the Activity.

3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of LWRC and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue USROWING, LWRC, their administrators, directors, agents, officers, members, volunteers and employees, other participants, regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, HOLD HARMLESS AND DEFEND each of the Releasees from any litigation expenses, attorneys fees, loss, liability or damage, or cost which any Releasee may incur as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed name of Participant: _____ Phone _____
First Name, Middle Initial, Last Name Area Code and Number

Address: _____, _____, _____, _____
Street name and number City/Town State Zip (9 digit)

Date: _____ Participant's Signature _____
(if age 18 or older) I have read this Release

Parental Consent:

I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such Activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on either my account or on the account of the minor caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND each of the Releasees from any litigation expenses, attorneys fees, loss liability, damage, or cost any Releasee may incur as a result of any such claim.

Printed name of Parent/Guardian: _____ Phone _____
First Name, Middle Initial, Last Name Area Code and Number

Address: _____, _____, _____, _____
Street name and number City/Town State Zip (9 digit)

Date: _____ Parent/Guardian Signature _____
(only if Participant is under the age of 18) I have read this Release

Lake Washington Rowing Club

Automatic Payment (ACH) Program

The ACH program is available to all members to break the annual membership, rack storage and program fees into 10 equal parts. These payments are collected for the entire year from a checking or savings account and can only be cancelled with 15 days notice to the Club Manager. The fee for this system is \$10 annually, assessed with the first payment of each year. The first payment will be requested on the 15th of the first month of membership and continue each month for twelve consecutive months. Rack storage fees as well as program fees can be added to your monthly ACH collection on the same terms as above. From 2009 forward the ACH system will automatically renew for each consecutive year until the member requests termination of the ACH program. The payments will begin on the 15th of the first month that the membership. In the event that an ACH request is not collected for lack of funds or a closed bank account, the member will be charged a \$10 fee and must restart the ACH program with a new ACH agreement. In the event of an LWRC error, the amount will be credited back to the account it was debited from.

- I understand there is an annual \$10 fee for this program.
- I understand that cancellation requires 15 days notice.
- I understand the payments are nonrefundable.
- I understand I can use this program for membership fees, rack storage fees and program fees.
- I understand the program will be used for each consecutive year without resigning a new form.
- I understand there is a \$10 fee for a missed payment and that a new agreement must be signed.
- I have attached a voided check to this form.

AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENT PROGRAM

I, _____ agree to the terms and conditions listed above.
First Last

Bank Name _____ Routing # _____ Account # _____
Checking [] Savings []

Sign _____ Date _____

2011 LWRC Dues and Storage Fees

Annual Membership Dues

- Regular Membership - **\$710.00** (\$645.45 plus tax)
- Family Membership - **\$1065.00** (\$968.19 plus tax)
- Staff Membership – for coaches & coxswains. Fee to be determined by the LWRC Board of Directors on a case by case basis
- In-Active Membership - **\$60.00** (\$54.55 plus tax)
- Temporary Membership- Includes summer college students, out of town, part of special program, etc. Fee to be determined by the LWRC Board of Directors on a case by case basis
- Trial Membership - **\$100** (\$90.91 plus tax)

- Volunteer waiver fee - **\$250**

Annual Rack Fees

The amount you owe is based on where your boat is currently stored or was stored in 2010.

	<i>Singles</i>	<i>Doubles / Pairs</i>	<i>Quads/ Fours</i>	<i>Eights</i>
Hanging Racks and Racks 1-5	\$330.75 \$27.56/month	\$431.55 \$35.96/month	\$647.85 \$53.98/month	\$859.95 \$71.66/month
Storage Racks 6 - up	\$285 \$23.75/month	\$373 \$31.08/month	\$559 \$46.58/month	\$741 \$59.50/month
Inactive members (Fremont)	\$330.75 storage only	\$431.55 storage only	\$647.85 storage only	\$859.95 storage only
Inactive members (Garfield)	\$200	\$300		
Members only (Garfield)	Free	Free		