



## **ANNUAL BOAT AND OAR STORAGE AGREEMENT** **(Complete if you have one or more boats or oars stored at LWRC)**

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 on file. To be eligible to lease accessible storage space, Tenant must be a current individual, family, student or lifetime member of LWRC. To be eligible to lease inaccessible storage space, Tenant must be a current individual, family, supporting, social, student or lifetime member of LWRC.
- 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 will be paid online for the following year in one annual payment or in automatic monthly payments. The rent is as determined by the LWRC Board of Directors. A surcharge may be applied to rents if an individual member stores more than one boat or a family stores more than two boats. A late charge of twenty-five dollars (\$25.00) 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 assignees may have 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 date boat will be removed from the LWRC boathouse. If termination is at the request of Tenant, a condition of termination is the removal of Tenant's boat, oars, and other equipment by the agreed date. LWRC will refund any prepaid rent greater than the cost of one month's storage. If termination is at the direction 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 within 30 days, 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.

**BOAT/OAR INFORMATION:**

Make of Boat	Type of Boat	Year of Boat	Boat Serial #	Boat Name
Make of Boat	Type of Boat	Year of Boat	Boat Serial #	Boat Name

LAKE WASHINGTON ROWING CLUB TENANT

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_