

**TERMS AND CONDITIONS FOR STORAGE OF BOATS
AT GREATER LAWRENCE ROWING/GREATER LAWRENCE COMMUNITY BOATING PROGRAM**

This document sets forth Terms and Conditions relating to storage of Private Boats within the facilities of the Greater Lawrence Community Boating Program/Greater Lawrence Rowing ("GLCBP"). GLCBP reserves the right to reject any application for storage space within its facilities for any reason or for no reason at all. By applying for storage space within the GLCBP Facilities, you are agreeing to the Terms and Conditions set forth in this document. Storage of any Private Boat within the GLCBP Facilities also constitutes acceptance of these Terms and Conditions. Please read this document carefully, as it explains and limits your rights and obligations.

1. Definitions

- a. "Private Boat" means any boat that is not owned by GLCBP.
- b. "Owner" means any person who stores a Private Boat in GLCBP Facilities under these Terms and Conditions.
- c. "GLCBP Facilities" means the facilities of the Greater Lawrence Community Boating Program & Greater Lawrence Rowing on the Merrimack River, including any boathouses and temporary storage buildings that now exist or that may exist in the future.
- d. "Single Boat" means a scull or similar boat designed and intended to be rowed by one person.
- e. "Double Boat" means a rowing scull or similar boat designed and intended to be rowed by two persons, including but not limited to boats commonly referred to as "pairs" and "doubles."
- f. "Related Equipment" means the oars, seats, and other equipment that the Owner may reasonably require in order to use his or her Private Boat, and which the Owner may store in the GLCBP Facilities.
- g. "Member in Good Standing" means a Member of GLCBP & GLR who is currently in good standing.
- h. "Written Notice" means, at the sole discretion of the Board of Directors, notice in writing sent to the Owner by postal mail or electronic mail at the last postal mailing address or electronic mail address provided to GLCBP by the Owner.

2. Storage & Membership Fees.

- a. Boat Storage is only available to Members of GLCBP & GLR. Individuals will pay a Membership Fee of \$300.00 per year.
- b. Members will pay the sum of \$500.00 per year for Storage of a Single Boat and Related Equipment.
- c. Members will pay the sum of \$500.00 per year for Storage of a Double Boat and Related Equipment.
- d. The Board of Directors may change the Storage Fees at any time prior to March 1 of each year, upon Written Notice.

3. Payment Terms. Storage Fees must be paid in full on or before May 1. Storage Fees are NON-REFUNDABLE, except as set forth in the paragraph entitled "Termination Without Cause."

4. Non-Payment.

- a. GLCBP will give the Owner Written Notice of non-payment if Storage Fees are not paid in accordance with Paragraph 2.
- b. The Owner will have one month from the date when Written Notice is sent in accordance with Paragraph 4(a) to cure by paying any unpaid Storage Fees and/or restoring himself or herself to the status of a Member in Good Standing.
- c. If the Owner does not cure within the meaning of Paragraph 4(b), then GLCBP may, at its sole discretion
 - i. Remove the Private Boat(s) from the GLCBP Facilities, at the Owner's expense;
 - ii. Take any other steps available to GLCBP under the law to obtain payment of the unpaid Storage Fees, including but not limited to filing a lawsuit in any court of competent jurisdiction.

5. Termination Without Cause. GLCBP reserves the right to terminate this contract at any time and to remove an Owner's Private Boat from the GLCBP Facilities for any reason or no reason at all. Termination without cause may occur only upon the direction of the Board of Directors. If GLCBP chooses to terminate without cause, then Written Notice must be provided to the Owner at least one month before GLCBP may take any steps to remove the Owner's Private Boat. If GLCBP terminates without cause, then GLCBP must promptly refund the Storage Fee in its entirety.

6. Storage Location. All decisions as to storage location are committed to the sole and exclusive discretion of the GLCBP Director of Rowing. Storage location preferences will be allocated in order of priority, based on time & date of receipt of Storage Fees. The Owner may request a particular storage location within the GLCBP Facilities, but GLCBP does not guarantee that any such request will be honored.

7. No Property Right. Nothing in this Contract gives the Owner any property right in any portion of the GLCBP Facilities.

8. **Non-Transferable.** No Owner shall have the right to transfer, sublease, or assign any storage space within the GLCBP Facilities or any related contractual right to any other person.
9. **NO SECURITY OR INSURANCE.** GLCBP DOES NOT PROVIDE FOR OR GUARANTEE THE SECURITY OF THE PRIVATE BOAT[S] OR ANY RELATED EQUIPMENT STORED IN GLCBP'S FACILITIES. GLCBP DOES NOT GUARANTEE THAT THE GLCBP FACILITIES WILL BE LOCKED OR THAT ACCESS TO THE GLCBP FACILITIES WILL BE CONTROLLED. OWNER UNDERSTANDS AND AGREES THAT THE PRIVATE BOAT[S] STORED BY GLCBP ARE NOT COVERED OR INSURED UNDER ANY POLICY OF INSURANCE OWNED OR PROCURED BY GLCBP AGAINST ANY DAMAGE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF GLCBP OR ANY OF ITS MEMBERS. OWNER STORES HIS OR HER PRIVATE BOAT[S] WITHIN THE GLCBP FACILITIES AT HIS OR HER OWN RISK.
10. **NO LIABILITY.** GLCBP SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES TO OR THEFT OF THE PRIVATE BOAT[S] STORED BY GLCBP. OWNER FURTHER EXPRESSLY RELEASES AND DISCHARGES GLCBP FROM ANY CLAIMS OR CAUSES OF ACTION GROWING OUT OF ANY DAMAGE OR INJURY TO OR THEFT OF THE BOAT[S], INCLUDING BUT, NOT LIMITED TO ANY ACTS OF NEGLIGENCE OF ANY DEGREE ON THE PART OF GLCBP, ITS AGENTS OR MEMBERS. OWNER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND GLCBP FROM ANY INJURY TO PERSONS OR PROPERTY CAUSED BY OR CONNECTED WITH OWNERS BOAT[S].

Signature of Director of Rowing

Date

Signature of Owner of Private Boat

Date