

ANCHORAGE ROWING ASSOCIATION BOAT STORAGE AGREEMENT

This agreement is made this _____ day of _____ 20__ , in Anchorage, Alaska, by and between the Anchorage Rowing Association ("ARA") and ("Boat Owner"), a member of ARA:

1. ARA grants Boat Owner the non-exclusive right to store Boat Owner's rowing shell and oars ("hereinafter jointly referred to as "Boat") in the ARA shell pen located on Sand Lake ("Shell Pen") for the 2011 season. For purposes of this agreement, the "Season" shall commence as of the date ARA moves its boats into the Shell Pen in the Spring and shall end as of the date ARA moves its boats out of the Shell Pen in the fall. ARA shall assign Boat Owner a specific location to store Boat. Such location may vary based on the size and number of boats stored in the Shell Pen. In the absence of a designated location, Boat Owner shall store Boat in such a manner so as to maximize the safety and protection of the other equipment and individuals using the Shell Pen. (Such storage area is hereinafter referred to as "Space".)

2. Boat Owner's right to store Boat shall commence as of the execution of this Agreement and the payment of the Storage Fee, as hereinafter defined, or the date the ARA places its boats in the Shell Pen in the spring, whichever is later, and shall end as of the date and time ARA removes its boats from the Shell Pen in the fall, unless earlier terminated pursuant to this Agreement Boat Owner shall be solely responsible for moving their Boat into the Shell Pen at the beginning of the Season and out of the Shell Pen at the end of the Season. In its discretion, ARA may, but is not required to, transport Boat Owner's Boat on the ARA Trailer. In the event ARA agrees to transfer Boat Owner's Boat, Boat Owner shall be responsible for loading and unloading Boat Owner's Boat on and off the trailer unless Boat Owner shall have made other arrangements with ARA. Transportation on the ARA trailer is at Boat Owner's sole risk, and ARA assumes no liability or responsibility for loading or transportation.

3. Boat Owner agrees to pay ONE HUNDRED DOLLARS (\$100.00) in storage fees per Season ("Storage Fee"). This fee is non-refundable. ARA may, but is not required, to refund the Storage Fee in the event Boat Owner removes Boat prior to the end of the Season.

4. Boat Owner shall use the Space solely for the purpose of storing Boat and not for storage of any other personal property. Boat Owner shall lock Boat to the rack using a chain and combination lock. If feasible, Boat Owner may use ARA chains and locks for ARA club boats. Otherwise, Boat Owner shall purchase a personal chain and combination lock. If Boat Owner uses a personal lock, the combination to the lock shall be written in the space provided at the bottom of this Agreement. Boat owner shall take care so as to not inadvertently lock any other boat with Boat Owner's lock, or to place or lock Boat in such a manner, or place which restricts or compromises the ability of other members to access ARA or other boats. Boat Owner shall not cause or permit nuisance or other condition or act that may interfere with the use of the surrounding premises by other members of ARA.

5. ARA has the right to restrict access to the Shell Pen at any time for the purposes related to ARA activities.

6. Boat Owner shall not assign this Agreement, or any rights or obligations herein, nor sublease nor permit any other person to occupy or use all or any part of the Space without the prior written consent of ARA, which consent may be withheld in its sole and absolute discretion. Any attempted assignment or sublease in violation of this paragraph shall, at the option of the ARA, terminate this Agreement and the right of Boat Owner to use and occupy the space.

7. Boat Owner shall bear all risk of loss or damage to the Boat and/or any and all other possessions and property stored in the Space. Boat Owner acknowledges that the top of the Shell Pen is open, and that vandalism and damage to shells and equipment has occurred. ARA shall not provide insurance for the Boat or any property stored in the Shell Pen and shall not be responsible for any damage to or loss of the Boat or any other property, whether caused by fire, water, earthquake, theft, vandalism, rack failure or any other risk. Boat Owner agrees to hold ARA and its officers, directors, members, employees, contractors, successors, and assigns harmless for any and all damage or destruction that may occur to Boat Owner's Boat or other property.

8. Boat owner agrees to heed the acting coach's requests regarding boat/shell pen/dock/lake use during ARA Team Practice times. The acting coach may request that the Boat Owner refrain from accessing and/or rowing personal craft in an effort to maintain safety during these high activity periods.

It will be in the Boat Owner's best interest to follow the procedure outlined below if desiring to row during ARA Team Practice times:

- Prior to moving personal equipment for use, the boat owner will check-in with the acting coach who will consider the following issues: use of lake, traffic patterns, practice intensity, Sand Lake community watercraft/aircraft, and other safety concerns. If conditions are not conducive to safe personal craft use, the acting coach may request that the Boat Owner refrain from using their craft as stated above.

- If the boat owner is on the water prior to ARA Team Practice launch, or after ARA Team Practice launch, the acting coach will inform and/or advise boat owner of ARA Team Practice intent and address safety concerns. At that time, the acting coach may request that the boat owner discontinue the use of their personal craft until the lake is free from safety concerns.

9. If all or any part of the Shell Pen or Space is destroyed or damaged to the extent that it is no longer useable during the Season, or if ARA shall lose its permit for the Shell Pen or otherwise decide to cease to operate and maintain the Shell Pen, then ARA shall have the right to cancel this Agreement and Boat Owner's rights to the Space. Boat Owner acknowledges that ARA may move the Shell Pen to a different location during the Season. Upon request of ARA, Boat Owner shall promptly remove Boat from the Shell Pen. Boat Owner acknowledges that there may be a period of time between the closure of the current Shell Pen and the opening of a new Shell Pen when no Space will be available. Boat owner shall have sole and complete responsibility for removing Boat from the old Shell Pen, finding appropriate interim storage, and moving Boat to the new Shell Pen. Boat Owner further acknowledges that in the event the new Shell Pen does not contain sufficient storage space, ARA boats have priority, and that there may be insufficient storage space in the new Shell Pen for Boat Owner's Boat. In such event, and such event only, this Agreement will terminate and ARA shall refund a portion of the Storage Fee as follows: in the event the termination occurs in the month of June, SIXTY DOLLARS (\$60.00); and if the termination occurs in the month of July THIRTY DOLLARS (\$30.00).

10. The failure of Boat Owner to comply with any term of condition contained herein shall constitute a breach of this Agreement, and shall be sufficient grounds for ARA to terminate this Agreement and all of Boat Owner's rights hereunder.

11. In the event Boat Owner removes Boat from the Space for more than three consecutive weeks, Boat Owner shall provide notice to ARA, either in writing mailed to the Team Manager at the address listed below, or by e-mail to teammanager@anchoragerowing.com, specifying the period of time the Boat will not be stored in the Shell Pen. ARA reserves the right to reassign the Space to either ARA or another member in the event Boat Owner fails to provide such notice. In such event, Boat Owner's right to store Boat in the Space shall be deemed terminated for the Season, and Boat Owner shall have no claim against ARA or any subsequent assignee to the Space.

12. All notices required or permitted to be given under this Agreement shall be e-mailed or mailed by US Mail, postage pre-paid, to the party at their addresses stated below, or any other addresses subsequently furnished in writing to the other party. E-mails shall be deemed received as of the time and dated indicated on the receiving computer. Notice by mail shall be deemed to have been received within three business days after mailing.

Boat Owner _____ (Name)

_____ (Address)

_____ (City, Zip)

_____ (Telephone #)

_____ (E-mail Address)

Anchorage Rowing Association

Team Manager

P O Box 242161

Anchorage, AK 99524-2161

teammanager@anchoragerowing.com

13. If any action is instituted in a court to enforce this Agreement or any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all reasonable costs of suit from the other party, in addition to any other relief to which the prevailing party may be entitled.

14. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of either party's right to subsequently enforce that provision or any other provision of this Agreement.

15. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement shall remain in full force and effect.

16. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

17. This Agreement contains the entire Agreement between the Parties with respect to the subject matter herein. Any prior agreements, promises, or negotiations, whether oral or written, that are not expressly set forth in this Agreement are of no force or effect.

18. This Agreement can be modified only in writing, signed by both Parties. Any purported oral modification of this Agreement shall be of no force or effect.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Venue shall be in the third judicial district in Anchorage, Alaska.

In Witness Whereof, the parties have executed this Agreement as of the date hereinabove written.

ANCHORAGE ROWING ASSOCIATION

BOAT OWNER

By: _____ By: _____

BOAT LOCK COMBINATION: _____

INSTRUCTIONS:

Please fill in the blanks on this form, sign it, and mail it with a \$100 check made payable to ARA, or with credit card information listed below, to the address listed in section 11 above. Should space be available, you will be notified of your assigned space. Should space not be available, your check will be returned to you or your credit card credited the \$100 fee, and you will be placed on a waiting list. ARA will notify you in the event space becomes available. Spaces will be assigned based on ARA policy. To view such policy, please log onto our web site at www.anchoragerowing.com.

CC last four digits: _____

Expiration Date: _____

(Team Manager will contact you by phone to complete the transaction or request you make the payment through the ARA member site.)

Signature: _____