

**ANCHORAGE ROWING  
ASSOCIATION PRIVATE 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 20[ ] 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.

2. Boat Owner's right to store Boat shall commence as of the initial execution of this Agreement and the annual 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.

3. TRANSPORTING BOATS. At 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.

4. FEES.

4.1. Boat Owner agrees to maintain membership status with ARA, including but not limited to paying the annual membership fee.

4.2. The Boat Owner agrees to pay TWO HUNDRED DOLLARS (\$200.00) 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.

5. ARA shall assign Boat Owner a specific location to store their Boat. Such location will be determined by 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".)

5.1. GRANDFATHER CLAUSE. ARA reserves the right to ensure previous years' storage rentals are honored. Renters with the longest history of consecutive space rental shall be provided first opportunity at re-renting Space, based on their Seniority Number. Addendum A of this Agreement annotates ARA members' Seniority Number with ARA.

5.2. RENEWING BOAT OWNERS. All previous year Boat Owners wishing to retain boat storage privileges are expected to sign their annual Boat Storage Agreement and pay their rental fee by May 15<sup>th</sup>. Signed agreements will be submitted to the Team Manager.

5.3. ASSIGNMENT OF SENIORITY NUMBER. Boat owners who rented space the prior will be contacted in February or March to determine whether they would like to lease space for the current

year and maintain their previous year's space. Boat space assignments are based on the seniority list included in Addendum A.

Boat Owners wishing to rent space (those renting space for the first time) shall notify ARA prior to the April Board meeting. All potential new renters will be placed into a Lottery Pool, from which names will be drawn during that year's April Board meeting to determine Seniority Number. Either the Boat Owner will be assigned a Space, or they will be put on the Waitlist in Addendum A. The ARA Vice President, or their designee, will assign storage space to new occupants after the Seniority numbers have been determined.

**LIMITED AVAILABLE SPACE ASSIGNMENT PRIORITIES.** In the event there are fewer storage spaces available than individuals desiring space, Seniority Number will determine precedence of assignment.

**5.4. STORAGE OF MULTIPLE BOATS.** A Boat Owner may store multiple boats in the ARA shell pen, provided there is space available and no pending wait list owners. In the event, space becomes limited, the Board, at its discretion, may ask Boat Owners to remove their extra boat(s) from the Seniority Listing.

6. 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 available, Boat Owner may use ARA chains and locks for ARA club boats. Otherwise, Boat Owner shall purchase a personal chain and combination lock. When 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.

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

8. 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.

9. In the event Boat Owner removes Boat from the Space for more than three consecutive weeks, Boat Owner shall provide notice to ARA, in writing either mailed to the Team Manager at the address listed in Paragraph 23, or by e-mail to [teammanager@anchoragerowing.com](mailto: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 based on ARA needs or the Seniority List in Addendum A. 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 following the Season.

10. 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.

11. ROWING DURING COACHED PRACTICES. 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.

11.1. 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.

11.2. 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.

12. If all or any part of the Shell Pen or Space is destroyed or damaged to the extent that it is no longer usable 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).

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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 # \_\_\_\_\_

Email Address \_\_\_\_\_

Anchorage Rowing Association  
Team Manager  
P O Box 242161 Anchorage, AK 99524-2161  
[teammanager@anchoragerowing.com](mailto:teammanager@anchoragerowing.com)

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: