

## CHAUTAUQUA LAKE ROWING ASSOCIATION BOAT STORAGE AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Chautauqua Lake Rowing Association, a New York non-profit corporation (hereinafter "CLRA") and the person signing this agreement below as "Boat Owner."

1       LEASE: CLRA hereby agrees to lease space to Boat Owner. The Boat Owner must be a full or seasonal member of CLRA in good standing. The specific space to be leased to Boat Owner may be changed by CLRA at any time. A Boat Owner's rowing shell may be moved for various reasons, including but not limited to: 1) little use of the rowing shell; 2) the size and weight of the rowing shell; and, 3) accessibility issues of other Boat Owners. As a courtesy to Boat Owner, CLRA shall notify Boat Owner of such relocation by mail, email or phone using information provided by Boat Owner.

2       USE: The leased space shall be used by Boat Owner for only for the storage of the rowing shell and its immediate accessories (riggers, seat, cover, oars) and for no other purpose whatsoever. The space may not be subleased.

3       RULES AND REGULATION: Boat Owner agrees to comply with the rules and regulations of CLRA in force on the date of this agreement and as they may hereafter be amended by CLRA from time to time. Boat Owner agrees not to disclose the combination of any CLRA locks, either during or after the term of this lease. Boat Owner agrees to be responsible for any damage to any CLRA equipment or to other private equipment due to improper handling of Boat Owner's equipment.

4       LEASE PAYMENT: Boat Owner and CLRA agree that lease payment set in each year's annual budgeting process is due either as a lump sum on March 1 or in two installments due by March 1 and June 1. Payment are to be made by check, mailed to CLRA, P.O. Box 824, Jamestown, NY 14702. CLRA will attempt to send reminders to Boat Owners. CLRA will charge late fees (below) whether reminders are sent or not.

5       LATE FEES: Any lease payment payable by Boat Owner to CLRA not paid in full within five (5) days after the due date thereof shall bear interest at a rate equal five dollars (\$5) per week calculated from one week past the date of delinquency to the date of payment. Such interest shall be deemed additional lease payment due upon demand, and CLRA shall have rights with respect to such non-payment as it has with respect to any other non-payment of lease payment hereunder.

6       INSUFFICIENT FUNDS: Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00, and thereafter, CLRA may require Boat Owner to pay all future lease payments by money order or cashier's check.

7       DEFAULT: If payment of lease is delinquent for a period of thirty (30) days Boat Owner agrees that CLRA may relocate the boat, oars and other equipment belonging to Boat Owner to other less accessible space within the Premises. If payment of lease is delinquent for a period of three (3) months, Boat Owner's boat, oars and other rowing equipment shall be deemed abandoned and shall thereupon become the property of CLRA. Boat Owner shall be notified by written notice, deemed delivered on the day it is mailed to the address shown below. Such notice shall be made thirty (30) days after the initial default and sixty (60) days after the initial default.

8 CONTACT INFORMATION: Boat Owner shall be wholly responsible for providing CLRA with current contact information. CLRA shall make a good faith effort to contact Boat Owner, but CLRA shall assume no liability if CLRA is unable to contact Boat Owner.

9 RISK OF LOSS AND INSURANCE: Boat Owner shall bear all risk of loss or damage to any boat, oars or equipment stored on CLRA property, caused by fire, water, earthquake, or building or rack structural failure. Furthermore, Boat Owner agrees to hold CLRA and its Board of Directors harmless for any said damage or destruction that may occur to Boat Owner's boat(s), equipment or oars. Boat Owner is solely responsible, at Boat Owner's sole cost and expense, to obtain an insurance policy insuring Boat Owner against damage to or theft of Boat Owner's boat, oars and other equipment.

10 SEVERABILITY. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then remainder of this Lease, and/or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced as written to the fullest extent permitted by law.

11 TERMINATION. This agreement is predicated on an expectation that Boat Owner's equipment will be used at least once a month. Evidence of such use shall be by entry in the CLRA logbook. If the Boat Owner's equipment is not used at least monthly during the rowing season, CLRA may decline renewal of this Lease Agreement in the subsequent rowing year. If Boat Owner fails to remove Boat Owner's boat, oars and other equipment upon termination of the Lease Agreement, CLRA may, at its discretion, store it at Boat Owner's expense or deem it abandoned, thereupon becoming the property of CLRA.

12 ATTORNEY'S FEES. If suit is initiated in order to enforce any term of this agreement, CLRA shall be entitled to recover reasonable attorney's 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 Hull Number

\_\_\_\_\_  
Make of Oars      Serial Number of Oars (if any)

By \_\_\_\_\_ By \_\_\_\_\_  
Signature (Boat Owner)      Signature (for CLRA)

\_\_\_\_\_  
Printed Name      Printed Name

\_\_\_\_\_  
Boat Owner Street Address, City, State, Zip

\_\_\_\_\_  
Home Phone      Work Phone

\_\_\_\_\_  
Email      Cell Phone