

Rack Storage Contract:

TERMS AND CONDITIONS FOR STORAGE OF BOATS AT THE GREAT BAY ROWING CLUB

This document sets forth Terms and Conditions relating to storage of Private Boats within the facilities of the Great Bay Rowing Club (“GBR”). GBR 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 GBR Facilities, you are agreeing to the Terms and Conditions set forth in this document. Storage of any Private Boat within the GBR Facilities also constitutes acceptance of these Terms and Conditions. Please read this document carefully, as it explains and limits your rights and obligations.

1. “Private Boat” means any boat that is not owned by GBR.
2. **Storage Fees.**
 1. Members will pay the sum of \$175.00 per year for Readily Accessible Storage of a Single Boat and Related Equipment.
 2. Members will pay the sum of \$225.00 per year for Readily Accessible Storage of a Double Boat and Related Equipment.
 3. Non-Members will pay the sum of \$175.00 per year for Long Term Storage of a Single Boat and Related Equipment.
 4. Non-Members will pay the sum of \$225.00 per year for Long Term Storage of a Double Boat and Related Equipment.

The Board of Directors may change the Storage Fees at any time prior to March 1 of each year, upon Written Notice.

1. **Payment Terms.** Storage Fees must be paid in full on or before April 1. Storage Fees are NON-REFUNDABLE, except as set forth in the paragraph entitled “Termination Without Cause.”
2. **Non-Payment.**
 1. GBR will give the Owner Written Notice of non-payment if Storage Fees are not paid in accordance with Paragraph 4.
 2. The Owner will have one month from the date when Written Notice is sent in accordance with Paragraph 5(a) to cure by paying any unpaid Storage Fees and/or restoring himself or herself to the status of a Member in Good Standing.
 3. If the Owner does not cure within the meaning of Paragraph 5(b), then GBR may, at its sole discretion
 1. Remove the Private Boat(s) from the GBR Facilities, at the Owner’s expense;
 2. Assert a lien against the Private Boat(s) and/or take possession of the Private Boat(s), in accordance with New Hampshire Statutes, or any other applicable statute;
 3. Sell the Private Boat(s) for a commercially reasonable price and use the proceeds to cover any unpaid Storage Fees, Club Dues, or other money

that the Owner owes to GBR, and promptly return any surplus funds to the Owner; or

4. Take any other steps available to GBR under law to obtain payment of the unpaid Storage Fees, including but not limited to filing a lawsuit in any court of competent jurisdiction.
3. **Termination Without Cause.** GBR reserves the right to terminate this contract at any time and to remove an Owner's Private Boat from the GBR Facilities for any reason or no reason at all. Termination without cause may occur only upon the direction of the Board of Directors. If GBR chooses to terminate without cause, then Written Notice must be provided to the Owner at least one month before GBR may take any steps to remove the Owner's Private Boat. If GBR terminates without cause, then GBR must promptly refund the Storage Fee in its entirety.
4. **Storage Location.** All decisions as to storage location are committed to the sole and exclusive discretion of the GBR Rowing Director. The Owner may request a particular storage location within the GBR Facilities, but GBR does not guarantee that any such request will be honored.
5. **No Property Right.** Nothing in this Contract gives the Owner any property right in any portion of the GBR Facilities.
6. **Non-Transferable.** No Owner shall have the right to transfer, sublease, or assign any storage space within the GBR Facilities or any related contractual right to any other person.
7. **NO SECURITY OR INSURANCE.** GBR DOES NOT PROVIDE FOR OR GUARANTEE THE SECURITY OF THE PRIVATE BOAT[S] OR ANY RELATED EQUIPMENT STORED IN GBR'S FACILITIES. GBR DOES NOT GUARANTEE THAT THE GBR FACILITIES WILL BE LOCKED OR THAT ACCESS TO THE GBR FACILITIES WILL BE CONTROLLED. OWNER UNDERSTANDS AND AGREES THAT THE PRIVATE BOAT[S] STORED BY GBR ARE NOT COVERED OR INSURED UNDER ANY POLICY OF INSURANCE OWNED OR PROCURED BY GBR AGAINST ANY DAMAGE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF MRC OR ANY OF ITS MEMBERS. OWNER STORES HIS OR HER PRIVATE BOAT[S] WITHIN THE GBR FACILITIES AT HIS OR HER OWN RISK.
8. **NO LIABILITY.** GBR SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES TO OR THEFT OF THE PRIVATE BOAT[S] STORED BY GBR. OWNER FURTHER EXPRESSLY RELEASES AND DISCHARGES GBR 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 GBR, ITS AGENTS OR MEMBERS. OWNER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND GBR FROM ANY INJURY TO PERSONS OR PROPERTY CAUSED BY OR CONNECTED WITH OWNERS BOAT[S].
1. "Owner" means any person who stores a Private Boat in GBR Facilities under these Terms and Conditions.

2. "GBR Facilities" means the facilities of the Rowing Club on the Mississippi River, including any boathouses and temporary storage buildings that now exist or that may exist in the future.
3. "Readily Accessible Storage" means storage in a location within the GBR Facilities where the Owner will have reasonable access to his or her Private Boat for regular use.
4. "Long Term Storage" means storage in a location within the GBR Facilities where the Owner may need to request the assistance of the Rowing Director in order to obtain access to his or her Private Boat.
5. "Single Boat" means a scull or similar boat designed and intended to be rowed by one person.
6. "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."
7. "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 GBR Facilities.
8. "Member in Good Standing" means a Member of GBR who is paid in full for services and is compliant with GBR policies and procedures.
9. "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 GBR by the Owner.

Signed

Date
