

## Boat Storage Agreement

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, between Friends of Shenendehowa Crew, Inc.(Shen), and \_\_\_\_\_, with a residence at \_\_\_\_\_ (Tenant).

Shen agrees to Tenant's use and Tenant agrees to hire from Shen storage space (the Leased Space) in the bay in the boathouse occupied by Shen at the Maritime Center, Alplaus, NY (the Premises) on the following terms and conditions.

1. The Leased Space shall consist of a rack, sling or lift sufficient to accommodate Tenant's boat and space for tenant's oars. The location and type of the Leased Space shall be allocated from spaces available in the boathouse solely at Shen's discretion.
2. The term of this Agreement shall be one year, commencing on \_\_\_\_\_ (the Effective Date). Either party may terminate this Agreement at anytime for any reason by giving the other party written notice at least 30 days before the termination date.
3. Tenant shall pay Shen \$100 in storage fee per year, payable in full on the Effective Date.
4. Tenant shall use the Leased Space solely for the purpose of storing \_\_\_\_\_  
\_\_\_\_\_  
(provide full description of boat and oars). Tenant shall not store any other boat in the Leased Space without the express written permission of the president of Shen. Tenant may not store any personal property in the Leased Space.
5. Tenant shall not cause or permit nuisance or other condition or act that may interfere with the use of the Premises by other members of Shen.
6. Tenant must be a member of Shen (as defined in the Shen bylaws).
7. Tenant may only access the Leased Space when the Premises has been opened by a coach, advisor, or board member. Tenant is not entitled to a key to the Premises. Shen has the right to restrict access to the Leased Space at any time for any reason.
8. Tenant shall not assign this Agreement, sublease all or any part of the space or permit any other person to occupy or use all or any part of the Leased Space without the prior written consent of Shen's Board.
9. Tenant is required to insure the boat described in paragraph 4 through US Rowing or any other insurer specified by Shen. Shen shall be named as an additional insured on any policy.
10. Tenant shall bear all risk of loss or damage to any property stored in the Leased Space.

Shen shall not provide insurance for any property stored in the Leased Space and shall not be responsible for any damage to, or loss of such property, whether caused by fire, water, earthquake, theft, vandalism, failure of slings, lifts, or racks, or any other risk, on or off the water, including damage incurred in moving or transporting Tenant's boat.

Furthermore, Tenant agrees to hold Shen and its successors, assigns, employees, agents, members, and Board of Directors harmless of any and all damage or destruction that may occur to Tenant's property that is the subject of this Agreement.

11. If the Premises is destroyed or damaged to the extent that it is no longer usable during the term of this Agreement from any cause other than the conduct or negligence of Tenant, or if Shen no longer leases the Premises, either Shen or Tenant may cancel this Agreement immediately, effective upon delivery of written notice to the other party. In the event of such a cancellation, tenant's obligation to pay storage fees shall terminate immediately, but Tenant shall remain liable for any unpaid storage fees.
12. Tenant's boat may only be used during a practice with a Shen coach unless specific permission has been granted to Tenant by the President of Shen. Tenant is not entitled to access the Premises or the Leased Space at any other time unless permission has been expressly granted by the President of Shen.
13. This Agreement does not permit Tenant to use or access any part of the Premises or any equipment owned by Shen, including but not limited to launches, storage areas and ergs without the express permission of the President of Shen.
14. Shen may, at its sole discretion, agree to transport Tenant's boat, but it is expressly agreed that other, larger boats owned by Shen have priority in allocation of space on trailers, and Tenant is not entitled to space on a trailer.
15. Tenant is solely responsible for the safety and integrity of any device holding Tenant's property. Tenant is responsible for installing appropriate boat racks, slings and/or lifts to accommodate Tenant's boat. Tenant shall provide Shen with a proposed design for the sling/lift and will not erect or install a sling/lift until the design has been approved by the Board. Shen reserves the right to inspect and demand repair or modification of a sling/lift at anytime and notify Tenant that such must be repaired or modified. If Tenant fails to repair or modify a sling/lift, Shen reserves the right to remove the sling/lift and move Tenant's boat to any location that Shen deems appropriate to insure the safety of the Premises.
16. If it appears that Tenant has abandoned the Leased Space, Shen may, at Shen's sole option, enter into and take possession of the Leased Space and deny Tenant further access to use of the Leased Space, all without notice to Tenant. Upon any such entry, Tenant's use of the Leased Space shall immediately terminate.
17. The failure of the Tenant to comply with any term or condition contained herein shall constitute a breach of this Agreement. In the event that Tenant breaches this Agreement

by failing to comply with any term or condition contained herein, Shen may, immediately terminate this Agreement. The waiver by Shen of Tenant's breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach.

18. If Tenant breaches any term or condition of this Agreement, Shen may terminate this Agreement and the right of Tenant to use and occupy the Leased Space by sending a notice to Tenant at Tenants address specified in Paragraph 24, specifying a date on which Tenant's right to use the Leased Space will terminate. If Tenant thereafter fails to remove his/her property from the Leased Space by the date specified in the notice, Shen shall have the right to deny Tenant further access to the Premises, remove any property found there in to a place of safe keeping and/or dispose of the property. Shan may impose a lien on all property located in the Leased Space for all expenses incurred for the storage, preservation, sale, or disposition of any and all property stored in the Leased Space. Further, Shen's remedies as specified in this Agreement shall be in addition to and not in lieu of, any other legal or equitable relief to which Shen would otherwise be entitled.
19. All notices required or permitted to be given under this Agreement shall be personally served or mailed by US Mail to the party at their address stated in Paragraph 24 below, or any other address subsequently furnished in writing to the other party. Either party may rely on the currency of the other addresses set forth in Paragraph 24 below, unless notified otherwise in writing. Any notice mailed shall conclusively be presumed to have been received within two business days after mailing.
20. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of Shen and Tenant.
21. This Agreement contains the entire Agreement between Shen and Tenant with respect to the subject matter of this Agreement. Any prior Agreements, promises, or negotiations, whether oral or written, that are not expressly set fort in this Agreement are of no force and effect.
22. This Agreement can be modified only in writing, signed by both Shen and Tenant. Any purported oral modification of this Agreement are of no force and effect.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
24. The addresses for the purpose of notices required herein are:

Tenant:

Shen:

\_\_\_\_\_  
\_\_\_\_\_

PO BOX 1311  
Clifton Park, NY 12065

\_\_\_\_\_

The parties have executed this Agreement on the date indicated above:

Shen:

Tenant:

BY: \_\_\_\_\_

US ROWING NO: \_\_\_\_\_

Attach proof of insurance.