

Wilmington Rowing Center

Boat Rack and Locker Storage Agreement Information and Waiver - 2011



The Wilmington Rowing Center makes available a limited number of boat rack locations for private shells and personal lockers for assignment to club members for their exclusive use under formal agreement. The following agreement request must be approved by the House Chair and assigned location noted on the form. Applicable fees must be paid prior to occupying an assigned location.

Fees for 2011 Season are for usage through 12/31/2011. (Term of this agreement)

Use a separate form for each space requested.

Submit 2 copies of your request after verifying availability with the House Chair.

Mail 2 copies and payment to WRC, PO Box 3742, Wilmington, DE 19807

Rack Fee: \$12.50 per month per seat payable in 2 installments – April 1 and July 1

Locker Fee: Small -- \$40, Large – \$60 -- April 1 or on assignment

Request is for Rack Rack Size _____ Locker Locker Size _____

For rack space – description of equipment/serial number

Occupant Information:

Name: _____

Address: _____

Primary phone number _____ home/cell/business

Alternate phone number _____ home/cell/business

Alternate phone number _____ home/cell/business

Alternate or Emergency Contact information:

Name: _____

Primary phone number _____ home/cell/business

Alternate phone number _____ home/cell/business

This agreement is made between the occupant and the Wilmington Rowing Center (WRC), in Wilmington, Delaware on the date below and includes the terms on Page 2 of this document.

Signed _____ (occupant) Date _____

For WRC use:

Agreement Approved Date: _____

Fee Amount Due _____ Paid Date _____

Approved - House Chair _____

Rack or Locker Location assigned _____

Visit us at www.wilmingtonrowing.org

Wilmington Rowing Center Rack Storage/Locker Agreement

- Wilmington Rowing Center agrees to Occupant's use and Occupant agrees to hire from WRC the boat rack space or locker space described as one (single/double/quad/four/eight) rack space or one (small, large) space in the WRC boathouse (the "Boathouse") according to the terms on page 1. Occupancy requires the continued membership in good standing in the Wilmington Rowing Center and compliance with the term of the agreement. WRC may assign the space or change the space assignment at its sole discretion.
- The occupant agrees to pay the fees on page one. Fees may be pro-rated at the discretion of two or more officers.
- Rack space:
 1. Occupant shall use the space solely for the purpose of storing the equipment described on page 1 and not for the storage of any other personal property. Occupant shall not cause or permit nuisance or other conditions or act that may interfere with the use of the surrounding premises by other members of WRC.
 2. Occupant shall clearly mark or label any boat or other equipment (oars, slings, etc) stored at the boathouse with occupants name.
- Locker :
 1. Lockers may be shared at the discretion of the person holding the agreement, but only to the extent that the terms of the agreement are followed.
 2. Locker will be labeled as a private locker according to the practices outlined by the House Chair.
 3. Lockers may not contain food or other substances that may result in damage or foul odors within the boat-house
 4. Combustibles, firearms, and illegal substances are not allowed at any time
 5. WRC has the right to remove a lock and enter a locker at any time to address issues that violate the terms of this agreement or present a risk to WRC. WRC has the right to cut or otherwise remove a lock as part of entering a locker without liability for damages to the lock or contents.
- WRC has the right to reasonably restrict access to the Space or the Boathouse at any time for purposes related to WRC activities.
- Occupant hereby grants WRC a security interest in any boat or contents stored in the Space to the extent of any and all sums owed by Occupant to WRC pursuant to this Agreement.
- Occupant shall not assign this Agreement or permit any other person to occupy or use all or any part of the Space without the prior written consent of WRC other than the sharing of locker storage described above.
- ***Occupant shall bear all risk of loss or damage to any property stored in the Space (rack or locker).*** WRC shall not provide insurance for any property stored in the Space and shall not be responsible for any damage to or loss of such property, whether caused by fire, water, earthquake, theft, vandalism, rack failure or any other risk. Furthermore, Occupant agrees to hold WRC and its successors, assigns, employees, agents, members, and landlords harmless for any and all damage or destruction that may occur to Occupant's boat(s), equipment, oars or personal belongs and from any and all claim, loss, damage or injury (including any reasonable legal fees incurred by WRC) to any third person or property caused by Occupant's boat(s), equipment, oars or personal belongs or use of the Space.
- If the Space is destroyed or damaged to the extent that it is no longer useable during the term of this Agreement, from any cause other than the conduct or negligence of Occupant, either WRC or Occupant may cancel this agreement. Occupant shall remain liable for any outstanding storage fees.
- If Occupant fails to comply with any term or condition, including but not limited to timely payment of all storage fees, or ceases to be a member in good standing of Wilmington Rowing Center, WRC may, at WRC's sole option, give Occupant a written notice specifying the default and termination of the agreement allowing Occupant 30 days to remove his/her boat and any other equipment from the Boathouse on or before the termination date. Storage fees are due through the date of removal of the boat.