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Lake Casitas Rowing Association  
Private Boat Storage Agreement

This agreement is made on \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ (City, State), between the Lake Casitas Rowing Association ("LCRA") and \_\_\_\_\_ ("Occupant").

1. LCRA agrees to Occupant's use and Occupant agrees to hire from LCRA the rowing boat storage space described as one \_\_\_\_\_ space in the LCRA boatyard. The term will commence on \_\_\_\_\_, 20\_\_\_\_, and will continue from quarter to quarter thereafter. Either party may terminate this agreement at any time by giving the other party written notice of intention to terminate at least 30 days in advance of the termination.

2. Rowers requesting storage must be current active members.

Occupant agrees to pay (Check the box that applies):

\$20 per month (1x)

\$30 per month (2x)

(Other) \$ \_\_\_\_\_ per month

\$0 (Boat will be available for use by other club members.

Club will be responsible for any damage or loss to the loaned equipment while used by other club members. Owner will have priority for boat reservations.)

in storage fees, plus the further sum of \$ \_\_\_\_\_, representing the prorated storage fees for the first quarter from the date of possession.

3. Occupant will use the space solely for the purpose of storing a boat and a set of oars, and not for storage of any other personal property. Occupant will not cause or permit nuisance or other condition or act that may interfere with the use of the surrounding premises by other members of LCRA.

4. LCRA has the right to restrict access to the space at any time for the purposes related to LCRA activities.

5. Occupant will 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 space without the prior written consent of LCRA. Any attempted assignment or sublease in violation of this paragraph will, at the option of the LCRA, terminate this Agreement and the right of Occupant to use and occupy the space.

6. Occupant will bear all risk of loss or damage to any property stored in the space. LCRA will not provide insurance for any property stored in the space and will not be responsible for any damage to or loss of such property, whether caused by fire, water, earthquake, theft, vandalism, terrorism, rack failure or any other risk. Occupant agrees and acknowledges that outdoor / "en plein air" equipment storage brings inherent increased risk of damage, and it is encouraged that Occupant purchase their own insurance. Furthermore, Occupant agrees to hold LCRA 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 or oars.

7. Occupant will comply with all rules as set forth by the Lake Casitas Municipal Water District and park staff. Occupant will maintain current Lake Casitas registration for each boat stored in an LCRA

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storage space. Occupant will coordinate appropriately with Lake Casitas park staff and adhere to their quarantine rules.

8. 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 LCRA or Occupant may cancel this agreement immediately, effective upon delivery of written notice to the other party. In the event of such a cancellation, Occupant's obligation to pay storage fees will terminate immediately, but Occupant will remain liable for any unpaid storage fees.

9. The failure of the Occupant to comply with any term or condition contained herein will constitute a breach of this Agreement. In the event that Occupant breaches this Agreement by failing to comply with any term or condition contained herein, other than by nonpayment of storage fees, LCRA may, at LCRA's sole option, immediately terminate this Agreement. The waiver by LCRA of Occupant's breach of any term or condition of this Agreement will not constitute a waiver of any subsequent breach.

10. If any part of the storage fees due from Occupant under this Agreement remains unpaid for 30 consecutive days, LCRA may, at LCRA's sole option, terminate this Agreement and the right of Occupant to use and occupy the space by sending a preliminary lien notice, in the form provided by law, to Occupant at Occupant's last-known address, specifying a date on which Occupant's right to use the space will terminate unless all sums due are paid by Occupant before the specified date. If Occupant thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, LCRA will have the right to deny Occupant further access to the space, remove any property found therein to a place of safe keeping, and enforce LCRA's lien against that property by sale of the property in the manner provided by law. LCRA may impose a lien on all personal property located in the space for all expenses incurred for the storage, preservation, sale, or disposition of any and all property stored in the space. Further, LCRA's remedies as specified in this agreement will be in addition to and not in lieu of, any other legal or equitable relief to which LCRA would otherwise be entitled.

11. If LCRA elects not to terminate this Agreement upon any breach or default by Occupant, all storage fees and other sums due under this Agreement will continue to accrue.

12. If LCRA has a waiting list for boat storage, and your boat has not been rowed for 90 days, LCRA may terminate this agreement.

13. All notices required or permitted to be given under this Agreement will be personally served or mailed by US Mail, postage pre-paid, to the party at their addresses stated in Paragraph 21, below, or any other addresses subsequently furnished in writing to the other party. Either party may rely on the currency of the other addresses set forth in Paragraph 21, below, unless notified otherwise in writing. Any notice mailed in accordance with the Paragraph will conclusively be presumed to have been received within two business days after mailing.

14. If any action is instituted in a court to enforce this Agreement or any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and all 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 will not be construed as a waiver of that provision or of either party's right to enforce that provision or any other provision of this Agreement.

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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 will remain in full force and effect.
17. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of LCRA and Occupant.
18. This Agreement contains the entire Agreement between LCRA and Occupant with respect to the subject matter of this Agreement. 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 LCRA and Occupant. Any purported oral modification of the terms of this Agreement are of no force or effect.
20. This Agreement will be governed by and construed in accordance with the laws of the State of California.

21. **Occupant's equipment description:**

Boat manufacturer / model \_\_\_\_\_  
Boat Serial Number \_\_\_\_\_  
Boat color \_\_\_\_\_  
Oar manufacturer / model \_\_\_\_\_

22. The mailing addresses of the parties are as follows:

<b>LCRA:</b>	<b>Occupant:</b>
Eric Gillett / LCRA Director	_____ (Name)
PO Box 74	_____ (Address)
Oak View, CA 93022	_____ (City, Zip)
805-258-8550 c / 805-642-2288 o	_____ (Phone)

In Witness Whereof, the parties have executed this Agreement as written below.

LCRA :

OCCUPANT:

By: \_\_\_\_\_

By: \_\_\_\_\_