

Marin Rowing Association - Boat Storage Agreement

This agreement is made on _____, 200 __, in _____, between the Marin Rowing Association ("MRA") and _____ ("Occupant").

1. MRA agrees to Occupant's use and Occupant agrees to hire from MRA the boat storage space described as one _____ space in the MRA boathouse. The term shall commence on _____, 200 __, and shall 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. Occupant agrees to pay \$ _____ in storage fees per quarter, plus the further sum of \$ _____, representing the prorated storage fees for the first quarter from the date of possession.
3. Occupant shall use the space solely for the purpose of storing a boat and not for storage of any other personal property. Occupant shall not cause or permit nuisance or other condition or act that may interfere with the use of the surrounding premises by other members of MRA.
4. MRA has the right to restrict access to the space at any time for the purposes related to MRA activities.
5. Occupant 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 space without the prior written consent of MRA. Any attempted assignment or sublease in violation of this paragraph shall, at the option of the MRA, terminate this Agreement and the right of Occupant to use and occupy the space.
6. Occupant shall bear all risk of loss or damage to any property stored in the space. MRA 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 MRA 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. 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 MRA 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 shall terminate immediately, but Occupant shall remain liable for any unpaid storage fees.
8. The failure of the Occupant to comply with any term of condition contained herein shall constitute a breach of this Agreement. In the event that Occupant breaches this Agreement by failing to comply with any term of condition contained herein, other than by nonpayment of storage fees, MRA may, at MRA's sole option, immediately terminate this Agreement. The waiver by MRA of Occupant's breach of any term of condition of this Agreement shall not constitute a waiver of any subsequent breach.
9. Upon Occupant's apparent abandonment of the space, MRA may, at MRA's sole option, forthwith enter into and take possession of the space and deny Occupant further access to use of the space, all without notice to Occupant. Upon any such entry, Occupant's right to use and occupy the space shall immediately terminate.
10. If any part of the storage fees due from Occupant under this Agreement remains unpaid for 30 consecutive days, MRA may, at MRA'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, MRA shall have the right to deny Occupant further access to the space, remove any property found therein to a place of safe keeping, and enforce MRA's lien against that property by sale of the property in the manner provided by law. MRA 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, MRA'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 MRA would otherwise be entitled.

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11. If MRA elects not to terminate this Agreement upon any breach or default by Occupant, all storage fees and other sums due under this Agreement shall continue to accrue.
12. All notices required or permitted to be given under this Agreement shall be personally served or mailed by US Mail, postage pre-paid, to the party at their addresses stated in Paragraph 20, 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 20, below, unless notified otherwise in writing. Any notice mailed in accordance with the Paragraph shall conclusively be presumed to have been received within two business days after mailing.
13. If any action is instituted in a court to enforce this Agreement or any provision of the Agreement, the prevailing party shall 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.
14. Failure of either party to enforce any provision of this Agreement shall 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.
15. If any term of this Agreement is held by a court of competent jurisdiction to be void or enforceable, the remainder of the Agreement shall remain in full force and effect.
16. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of MRA and Occupant.
17. This Agreement contains the entire Agreement between MRA 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.
18. This Agreement can be modified only in writing, signed by both MRA and Occupant. Any purported oral modification of the terms of this Agreement are of no force or effect.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
20. The mailing addresses of the parties are as follows:

MRA

Boathouse Manager
50 Drakes Landing Rd
Greenbrae, Ca 94904

Occupant

_____(Name)
_____(Address)
_____(City, Zip)

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

MRA:

By: _____

OCCUPANT:

By: _____