

# Space Coast Crew Associate Member Boat Storage Agreement and Indemnification Form

Name: \_\_\_\_\_

Note: Must be 18 years or older.

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Best phone \_\_\_\_\_ Next Best phone \_\_\_\_\_

E-mail \_\_\_\_\_

Description of boat: \_\_\_\_\_

make / model / boat name / color-cover / kayak / single / double / 4 / 8

US Rowing membership (required) \_\_\_\_\_

Membership number

Term of agreement: From \_\_\_\_\_ to \_\_\_\_\_

**Associate Membership Annual Fees\*** (circle preferred storage)

**Inside Storage**

Single Scull or Kayak	\$308
Double Scull	\$565
Key Deposit	\$100

\*Fees subject to change based on operating cost of the boathouse. All funds will be deposited in the boathouse fund. Fees are not refundable.

***Storage agreements are now on an annual cycle (Jan-Dec).***

***Notification of renewal / dues will be sent via e-mail in November, with payment due January 1<sup>st</sup> each year.***

***If no payment received by February 1<sup>st</sup>, termination and boat removal will occur as stated below.***

***Boats not being used will be moved to higher racks, usage will be determined by use of log book IAW:***

***SCC Membership Guidelines/Boathouse Rules (SCC-20-2012-Docu-BoathouseRules) Part Three, subpar 8.***

During the time period listed above the Associate Member shall have boat storage arrangement at the Oars & Paddles Boathouse for the boat listed in this agreement. The boat shall be removed from the facility within 60 days after the termination date, unless this agreement has been renewed prior to this date by mutual agreement of the Associate Member and Space Coast Crew (SCC). [Sixty days late payment is grounds for termination]

The Associate Member shall comply with all applicable laws, ordinances and regulations of the State of Florida, the City of Indian Harbor Beach and SCC with regard to the storage and use of the boat at the storage facility. All fees will be deposited into the boathouse operating fund.

Subject to availability visiting rowing teams may be provided short-term storage space on boat trees outside of the boathouse for rowing shells. An agreement will be executed for the requested storage period. A storage fee of \$10 per day/per boat will entitle visiting teams to only outside boat tree space.

Paid \$: \_\_\_\_\_

Blue Somb#: \_\_\_\_\_

Date: \_\_\_\_\_

SCC rep: \_\_\_\_\_

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Initial /  Renewal

SCC Youth Member

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Storage Location:

Rack \_\_\_\_\_

Row \_\_\_\_\_

Spot \_\_\_\_\_

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Bldg. Key #: \_\_\_\_\_

To member on: \_\_\_\_\_

Payment in Blue Sombbrero

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Renewal e-mail sent on:

\_\_\_\_\_

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Agreement Terminated on:

\_\_\_\_\_

Key returned on: \_\_\_\_\_

**Cancellation:** SCC reserves the right to cancel this agreement upon written notification. The Associate Member shall immediately remove boat(s) from the storage facility within five (5) days of the date of SCC's written notice of cancellation. In no event will the Associate Member be allowed to make use of the storage facilities subsequent to the date of cancellation except to remove the boat(s) from the premises. Upon failure to comply with the terms of this agreement of any applicable laws, ordinances or regulations, the Associate Member shall pay to SCC, prior to the removal of the boat(s) the sum of Five Dollars per day per boat as liquidation damages.

**Indemnification:** The Associate Member hereby releases, discharges, and covenants not to sue the City of Indian Harbor Beach, Space Coast Crew, their administrators, directors, agents, officers, volunteers and employees, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, in regard to the City of Indian Harbor Beach and SCC's roles and responsibilities as provider and manager, respectively, of the rowing facilities at Oars and Paddles park. The Associate Member further agrees that if, despite this release and indemnity agreement, the Associate Member or anyone on his/her behalf, makes a claim against any of the Releasees, in regard to their roles as provider and manger, the Associate Member will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

**Property damage:** All property stored within, on or about the premises by the Associate Member shall be at the members' sole risk. The City of Indian Harbor Beach, SCC, their administrators, directors, agents, officers, volunteers and employees shall not be liable to the Associate Member for any damage to, or loss of, any property while at the premises, arising from any cause whatsoever including, but not limited to: fire, theft, vandalism, water damage, mysterious disappearance, rodents, acts of god, or the active or passive acts of omissions or negligence of The City of Indian Harbor Beach, SCC, their administrators, directors, agents, officers, volunteers or employees.

**Insurance:** SCC carries no insurance for any loss whatsoever that the Associate Member may have. The Associate Member must obtain any insurance desired at their own expense. SCC strongly recommends that the Associate Member secure their own insurance to protect the member's property against all perils.

**Hours:** Oars & Paddles Park is a dawn to dusk facility. There will not be access to the boathouse outside of park operating hours. Associate members should launch on a non-interference basis with SCC Scholastic team boats.

**I have read and understand the SCC Membership Guidelines / Boathouse Rules. SCC document:**

**SCC-20-2013-Docu-BoathouseRules.pdf, found on SCC web spacecoastcrew.org**

IN WITNESS THEREOF SCC and the Associate Member, by their duly authorized agents have executed this agreement.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Are you a member of the Row Brevard Adult Program? Yes / No (please circle)

If Yes for Adult Member, member since \_\_\_\_\_ and paid thru \_\_\_\_\_. By check # \_\_\_\_\_

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**\$100 Refundable Key Deposit (if not already completed)**

All Boathouse Access will be via a programmable Key card. For security, each card will be directly connected to a person allowed access to Boathouse and can be used to determine who accessed the Boathouse and when. The \$100 key deposit is refundable when you terminate your agreement with SCC and turn in your key.

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**For Club Use Only:** SCC receipt date \_\_\_\_\_ SCC approval date \_\_\_\_\_

Key number: \_\_\_\_\_ Deposit Date \_\_\_\_\_ Check # \_\_\_\_\_

Key Deposit Refunded on \_\_\_\_\_ SCC Paid \_\_\_\_\_ -Obtained Key # \_\_\_\_\_