

APPENDIX I Boat Storage Agreement

Name:		
Address:		
E-mail:		
Phone:		OFFICE USE: Slot Number
Boat Type:		Make/Model:
Identifying Marks, Colour, Length, Age, Width , Value etc:		

1. Definitions in this agreement:
 - a) "Boat" means the vessel/canoe owned or controlled by the Owner for personal use and all related accessories and accompaniments while at the West Lakes Canoe Club (WLCC) storage area, regardless of whether in or out of the water. This includes necessary boat parts (e.g. seats, rudders), but not personal equipment (e.g. pfd's, paddles).
 - b) "WLCC storage" means any owned/rented/leased facilities in which WLCC operates its activities and includes any of the storage structures, equipment, accessories used to store, hold or transport boats while in or out of the compound.
 - c) "Operator" means WLCC and its respective officials, directors, officers, servants and agents.
 - d) "Owner" means the owner(s) of the Boat and their respective officers, servants, agents, invitees and/or the parties placed in control of the Boat by the Owner. The Owner must at all times be a member in good standing of WLCC.
2. The Owner hereby releases and discharges the Operator from all liability for any damage to or loss of the Boat or any property stored at the WLCC storage belonging to the Owner, and for any personal injury or death suffered by the Owner or by any other person on or about the WLCC storage.
3. The Operator is NOT liable for loss or damages of any kind; it is highly recommended that Owners purchase property insurance sufficient to cover the replacement cost of any and all equipment stored at the WLCC storage. All owners' equipment must be clearly identified.
4. The Owner covenants to indemnify and save harmless the Operator from all loss (including all consequential economic loss), damage to their own or others boats, injury or death caused by or arising from docking, storage, inspection, maintenance, repair, use or operation of the Boat.
5. The release and covenant of indemnification given herein shall apply and continue notwithstanding termination of this Agreement, breach of this Agreement by the Operator, or negligence on the part of the Operator or any of its officers, directors, employees or agents.
6. The cost of Boat Storage at the WLCC storage area is calculated on a calendar year basis commencing on July 1 each year and is payable on the commencement of the agreement . This fee may be adjusted by WLCC, giving 28 days notice to the registered email address of the owner. Any storage fees not paid may result in the boat being moved to an offsite location where an additional storage fee of \$50 per calendar month or part thereof will be levied.
7. This agreement may be renewed at the end of each rental term. WLCC reserves the right to allocate all available space to club equipment. Private boats will be accommodated as space is available with priority given to those boats used for regular training and not for boats that are not in use. The operator reserves the right to move owner's equipment if required without notice. The owner's equipment must not be locked or secured in a way as to prevent such movement if required, unless specific arrangements are made with the Operator and permission granted by the Operator to the Owner in writing outlining the specific terms of the arrangement.

Any breach of these rules may result in your key being withdrawn or other action.
I agree to abide by the rules as outlined above.

Member Signature: Date: / /