

BOULDER LAKE CLUB KAYAK/CANOE RACK RENTAL AGREEMENT

Boat Owner Name	
Street	
City, State, Zip	
Phone:	Email:
Unit Association & Number	

Make	Model	Length
Color/Identifying Marks		

In case of emergency notify (other than Boat Owner) Name:	Address:	Home Phone: Cell Phone:
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THIS AGREEMENT made the _____ day of _____, 20____ between Lake Mountain, LLC d/b/a Boulder Lake Club (hereinafter, the “Operator”), at the Boulder Lake Club (hereinafter, the “Marina”), and the “Boat Owner” listed on this Agreement,

Boat Owner hereby warrants that he is the lawful owner of the Kayak/Canoe and has the legal authority to enter into this Agreement.

Operator and Boat Owner, for good valuable consideration, each intending to be legally bound, agree as follows:

TERMS AND CONDITIONS OF RACK RENTAL:

1. **Term:** OPERATOR agrees to make the aforesaid canoe/kayak rack available to BOAT OWNER for the period from Memorial Day to Columbus Day of the current year for the sole purpose of storing the canoe(s)/kayak(s) described above.
2. **Rental fee:** The Rack rental fee, subject to the membership fee schedule, is due and available upon execution of this Agreement.
3. **Insufficient Funds:** The Boat owner shall be charged a \$30.00 fee for each check that is dishonored.
4. **Winter Storage:** Should the BOAT OWNER elect not to store his Boat with the OPERATOR for the winter (pursuant to a separate Winter Storage Agreement), then the Rack must be vacated on or before Columbus Day of the current year.
 - a. Should the Rack not be vacated by that date, or arrangements for winter storage not made with the OPERATOR, the OPERATOR will remove the BOAT at a cost to the BOAT OWNER of FIFTY AND 00/100 DOLLARS (\$50.00) for the FIRST WEEK and TWENTY-FIVE AND 00/100 DOLLARS (\$25.00) PER WEEK for each additional week until the BOAT is claimed.

<i>For Office Use Only</i>		
Unit # _____	Rack Assignment _____	Employee Initials _____

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- b. If the BOAT is not claimed within 3 months, the OPERATOR may sell or dispose of it.
- 5. **Boat Owner Responsibilities:** BOAT OWNER agrees to keep this area clean and neat and to place trash in proper containers. Only designated vessels will be stored on the rack. No other items will be permitted to be stored on or around this area. BOAT OWNER shall not change, alter or add to this rack in any way.
- 6. **Personal Property:** BOAT OWNER acknowledges and agrees that storage of personal property at the Marina is at BOAT OWNER'S sole risk. OPERATOR will not be responsible for the care, protection or safeguarding of the BOAT OWNER'S vessel, or for any acts of vandalism, loss, fire, flood, theft, damage or acts of God.
- 7. **Notification:** The operator will make reasonable efforts to contact the BOAT OWNERS if dangerous conditions requiring attention, but the Operator does not assume any responsibility whatsoever moving the Kayak/Canoe from the rack to which it is assigned. The Operator, its employees, and agents, shall not be liable to the Boat Owner for any damage occurring to the vessel.
- 8. **Notices:** All notices under this Agreement shall be in writing and delivered in person, or sent by certified mail, to the Operator at the same place rent payments are made, and to the Boat Owner at the address shown on Page 1 of this Agreement or such other address as may from time to time be designated by such party in writing. Notice shall be deemed given on the date of such mailing.
- 9. **General Provisions:**
 - a. No prior agreements or understandings pertaining to the subject matter of this Agreement shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified, or added to except in writing, signed by the Operator and Boat Owner;
 - b. Any provision of this Agreement that shall prove to be invalid, void or illegal, shall in no way effect, impair or invalidate any other provisions hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

BOAT OWNER

SIGNATURE: _____

PRINT NAME: _____ DATE: _____

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