

White Rock Boathouse, Inc. (WRB)

Boat Storage Agreement

Whereas: "The Boathouse" is either the Sam Leake Boathouse (SLB), located at 2810 White Rock Rd Dallas, TX 75214, or the Boomerang Boathouse, located at T.P. Hill, Dallas, TX 75214, and

Whereas: Member wishes to store one or more boats and certain attendant equipment including, but not limited to sculls, paddles, and other equipment necessary and appropriate to row or paddle each boat (the "Equipment") at the Boathouse, and

Whereas: WRB agrees to allow Member to store the Equipment at the Boathouse for as long this Storage and Security Agreement is in full force and effect,

Now Therefore: WRB and Member agree as follows:

1. Member agrees to pay fees for storage as routinely charged and published by WRB, and as may be amended by the Board of Directors per the By Laws (the "Storage Fee"). The Storage Fee shall be in addition to any other membership dues, entry fees, and any other charges for which Member is responsible including any and all collection charges and attorney's fees (collectively "Member Fees").
2. WRB assumes no liability for any damage, maintenance, safety, injury, or death, or any other liability, costs or damages consequential or otherwise incurred directly or indirectly associated with or incurred through use of the Equipment or as a result of storage of the Equipment. Member agrees to hold WRB harmless for any damage, maintenance, safety, injury, or death, or any other liability, costs or damages consequential or otherwise incurred directly associated with or indirectly through use of the Equipment or as a result of storage of the Equipment. Further, Member agrees to hold WRB harmless for any and all unauthorized use of the Equipment.
3. Member agrees to hold WRB harmless from any encumbrance or lien on the Equipment and to reimburse WRB for any claim against such lien or encumbrance that may exist.
4. In the event of non-payment of Member Fees and / or Storage Fees for a period of sixty (60) days, an event of default is deemed to have occurred. In the event of default, WRB may remove Equipment from the Boathouse or from WRB property altogether. In such case WRB shall not be responsible for the security or condition of Equipment.
5. WRB shall not be responsible for maintaining the safety of Member's property and shall not be responsible for the theft of or damage to or any other loss of Equipment. WRB does not carry insurance for any loss whatsoever on Member's property. WRB strongly recommends that Member secure Member's own insurance to protect Member and Member's property against all perils. Member must obtain any insurance desired at Member's own expense.
6. Member hereby releases WRB, its officers, directors, employees, successors

and assigns from all liability for any damages to the Equipment, persons or property by leak or defect in any part of the interior or exterior of the premises and from any damages resulting from acts or omissions of other occupants of buildings.

7. Member agrees to indemnify and hold harmless WRB for any injury or death resulting from any actions caused by the Equipment while stored or on the water.
8. In the event of default, Member agrees to pay any and all costs, including reasonable and necessary Attorneys' fees, which may be incurred in collecting sums owed or in otherwise enforcing this Storage and Security Agreement.
9. If any provision of this Storage and Security Agreement is found to be unenforceable, all remaining provisions shall remain in full force and effect and the intent of the provisions found to be unenforceable shall be adhered to the greatest extent possible.
10. This Storage and Security Agreement shall be governed by the laws of Texas.
11. Any dispute relating to this Storage and Security Agreement, including any challenge to the removal of Member's Equipment from Boathouse, must be presented to the WRB Board of Directors. During the pendency of review by the Board, any decision to remove Member's Equipment shall remain in force. The decision of the Board of Directors shall be final and binding, and not subject to review by any other person or body, judicial or otherwise.
12. Member does not obtain a lease, sublease or other interest but only retains a license for storage of the Equipment. WRB also reserves the right to reassign or change the specific storage space of Member (rowers, see exhibit A).

White Rock Boathouse, Inc. (WRB)

Boat Storage Agreement: Exhibit A

Rack assignment priority guidelines

1. Boat racks are for use by members in good standing.
2. The Boathouse is not a warehouse for storage of unused equipment; WRB may require unused boats and other equipment to be removed.
3. WRB reserves the right to reassign rack space, at any time, regardless of other considerations, as circumstances require.
4. Rack assignments will be based on usage with higher use boats getting priority.
5. Usage will be measured by log book entries, i.e., rowing sessions / year.
6. Rack assignments will be decided by the Board of Directors in consultation with the Director of Rowing. WRB will make reasonable attempts to contact boat owners to ascertain their rowing circumstances before making final decisions.
7. Other considerations:
 - a. Physical constraints of rowers will be accounted for as best as possible.
 - b. Injuries or other leaves of absence should be communicated to the Board for consideration when evaluating boat usage.
 - c. Volunteer work on behalf of WRB will be considered when determining rack assignments.
 - d. Boats removed from the Boathouse for extended durations may lose their rack assignment.
 - e. Any other extenuating circumstances that affect boat usage should be communicated to the board.