Sagamore Rowing Association, Inc. – Annual Boat Storage Agreement covering the period April 1, 2019 through March 31, 2020

This agreement is made upon signing or acknowledgement by registration as of date of execution in Oyster Bay, New York, between Sagamore Rowing Association, Inc. ("SRA"), and the registrant.boat owner (Occupant).

1. SRA agrees to Occupant's use and Occupant agrees to hire from SRA the boat storage space described as one (single/double/quad indoor/outdoor) space (the “Space”) in the SRA boathouse (the “Boathouse”). The term shall commence upon registration and shall continue from year to year thereafter conditioned upon Occupant’s continued membership in good standing in SRA and compliance with the terms of this Agreement. SRA may assign the Space, or change the Space assignment, from time to time in its sole discretion.
2. Occupant agrees to pay an annual storage fee on or before April 1 of each year, or by quarterly payments in the discretion of SRA. The current annual fee is listed on the SRA website, but may change for subsequent years in the discretion of SRA. If this Agreement is made on a date other than as of April 1, the initial annual storage fee shall be pro-rated as of the 1st day of the month in which the agreement is made.
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 SRA.
4. Occupant shall keep clearly marked or labeled any boat or other equipment (oars, etc.) stored at the Boathouse with Occupant’s name.
5. SRA has the right to reasonably restrict access to the Space or the Boathouse at any time for purposes related to SRA activities.
6. Occupant hereby grants SRA a security interest in any boat stored in the Space to the extent of any and all sums owed by Occupant to SRA pursuant to this Agreement.
7. Occupant shall not assign this Agreement or permit any other person to occupy or use all or any part of the Space without the prior written consent of SRA.
8. Occupant shall bear all risk of loss or damage to any property stored in the Space. SRA 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 SRA 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 and from any and all claim, loss, damage or injury (including any reasonable legal fees incurred by SRA) to any third person or property caused by Occupant’s boat(s), equipment or oars or use of the Space.
9. 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 SRA 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.
10. If Occupant fails to comply with any term or condition contained herein, including but not limited to timely payment of all storage fees, or ceases to be a member in good standing of SRA, SRA may, at SRA’s sole option, give Occupant a written notice specifying the default and allowing Occupant 30 days to cure the default. If Occupant does not cure the default within the 30-day cure period, SRA may, at SRA’s sole option, give Occupant a further 30 day notice terminating this Agreement, and Occupant shall remove his/her boat and any other equipment from the Boathouse on or before the termination date. Storage fees are due through the date of removal of the boat. The waiver by SRA of Occupant's breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach. Any extension of time granted to cure a default shall not constitute a waiver of the default.
11. Upon termination of this Agreement, if Occupant shall have failed to remove a boat or other equipment from the Boathouse, Occupant agrees that SRA may remove and store the boat or equipment,

without assuming risk of loss or damage, and/or may sell the boat or equipment in a commercially reasonable manner and apply the proceeds of sale to any sums owed by Occupant to SRA for unpaid storage fees and costs of sale and the balance then to Occupant. SRA retains any and all other remedies at law or in equity for enforcement of its rights under this Agreement.

12. If SRA 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.

13. Occupant may terminate this Agreement by 30 days' written notice; any pre-paid storage fees shall be prorated.

14. 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 22, below, or any other addresses subsequently furnished in writing to the other party. Either party may rely on the currency of the addresses set forth in Paragraph 22, below, unless notified in writing that the address set forth below is no longer operative and giving a new address. Any notice mailed in accordance with the Paragraph shall conclusively be presumed to have been received within two business days after mailing.

15. If any action is instituted in a court to enforce this Agreement or any provision of the Agreement, the parties waive trial by jury and 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.

16. 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.

17. 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.

18. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of SRA and Occupant.

19. This Agreement contains the entire Agreement between SRA 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.

20. This Agreement can be modified only in writing, signed by both SRA and Occupant. Any purported oral modification of the terms of this Agreement are of no force or effect.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

22. The mailing addresses of the parties are as follows or as per the members on line registration

SRA Occupant :

Sagamore Rowing Association, Inc
Attn. President
P.O. Box 248
Oyster Bay, N.Y. 11771