



OCC Canoe Rack Space Rental Agreement 2024

January 3, 2024

This agreement contains a release and waiver of important legal rights and constitutes an agreement of indemnity for certain losses. I acknowledge, for myself, my personal representatives, assigns, and heirs, agree, and represent that: ANY MEMBERSHIPS AND CANOE RACK SPACE RENTAL AGREEMENTS THAT ARE UNPAID OR DELINQUENT MORE THAN 60 DAYS WILL HAVE THEIR CANOE (Property) REMOVED FROM THE CANOE YARD AND THE RACK SPACE RENTER WILL BE RESPONSIBLE FOR RELOCATING THEIR PROPERTY OFF-SITE.

1. I am aware that I must be an Oceanside Outrigger Canoe Club (OCC) Annual Member in good standing to store a canoe on the premises.
2. I am aware that the canoe must be used monthly for it to be stored at the OCC. The OCC offers the privilege to store a canoe as a convenience to its owner(s) and not as a storage facility for canoes not regularly used.
3. I agree to comply with all rules, regulations, instructions, and safety regulations per the OCC By-Laws.
4. I certify that I can operate the Property per the OCC Safety Policy.
5. I am aware that certain risks exist in the performance and operation of canoes and related equipment at OCC. Among other things, these risks include adverse weather, exposure to the elements, capsizing, collision with other vessels and fire. Such risks, as well as unexpected or unforeseen events or conditions, could lead to damage or loss of property and physical injury or death. I voluntarily agree to accept any and all risk arising out of the operation and/or storage of the Property at OCC.
6. I hereby release, waive and discharge OCC, its directors, officers, affiliates, or agents ("Releasees") from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss, injury or damage and any claim or demands thereon on account of loss or damage to my Property stored or otherwise present at OCC.

7. I hereby assume full responsibility for any risk of damage to my Property due to the negligence of Releasees or otherwise, while stored or otherwise present at OOCC.
8. I also agree that if I do not use my canoe and canoe related equipment on a monthly basis, OOCC has the right, upon 10 days notification by certified mail to me, to remove my Property from its rack space to another location at OOCC. I further assume full responsibility for any risk of damage to my Property caused during the removal and relocation of my Property, whether caused by the negligence of Releasees or otherwise.
9. I agree not to sublet the rented space.

ADDITIONAL OOCC INFORMATION

1. It is your responsibility and option to insure all personal property. OOCC is not responsible for your Property.
2. To maintain your canoe's rented rack space your account must be current, and your canoe used monthly. If your payment is over 60 days past due, or if your canoe has not been used on the water monthly, your canoe will be removed from the canoe yard, and you will be responsible for relocating your property off-site.
3. If you sell your canoe, the rack space does not transfer with the canoe. If the new owner wants to store the canoe at OOCC, they need to contact the Vice President for inclusion on the waitlist.

PAYMENT & ACKNOWLEDGEMENT

I understand I must be a member in good standing and have paid all membership dues and rack space rental fees IN FULL prior to January 31st.

By finalizing my payment on Events.com, I acknowledge and agree to all of the information herein.

This is a ONE CALENDAR YEAR CONTRACT. Fees will be reimbursed to renters on a monthly pro-rated basis. It is a member's responsibility to notify the Vice President by email to relinquish the space.