



Rack Space Lease Agreement

For consideration as provided below, Sarasota Crew, whose address is 343 Palmetto Ave., Osprey FL 34229 ("SC"), agrees to rent to:

Name: _____ ("Lessee")

Address: _____

City: _____ State: _____ Zip: _____

Phone (w): _____ (h): _____

Email: _____

Rack space number _____ ("Leased Rack") for the storage of one rowing shell, described below, at SC.

The rowing shell to be stored is (shell name/shell type) _____

_____. No other boat is authorized to be stored on the Leased Rack without the written consent or SC.

Rent for the Leased Rack is \$ _____ per year, payable on or before the 7th day of July of 2010. For rentals beginning during any year, prorated payments calculated at the annual rate may be made on the first day of the Lease term.

The Leased Rack is rented subject to the following conditions:

1. This agreement begins on the date hereof and may be cancelled on thirty days written notice by either party, with or without cause. In the event of cancellation, any annual payments will be prorated and refunded to Lessee within 30 days of the cancellation.
2. In the event Lessee moves or changes any of the contract information provided above, it is Lessee's obligation to notify SC, in writing, of the new information.
3. SC may adjust the rental rates at any time, in its sole discretion. Thirty-days written notice of rental adjustments will be provided to Lessee at the e-mail address provided above and posted on Bulletin Boards at the SC. All rent adjustments will become effective on the first day of the month following the satisfaction of this Notice requirement.
4. SC may reassign Lessee to another rack space at any time, in its sole discretion. Thirty-days written notice of reassignment will be provided to Lessee at the e-mail address provided above and affixed to the Leased Rack. Reassignments will become effective on the first day of the month following the satisfaction of this Notice requirement. If the Stored Shell is not moved by Lessee to the new rack on or before the effective date, SC may move the Stored Shell to that new rack.
5. In the event Lessee does not pay the rent due for the Rack Space for a period of more than 60 days, SC shall provide written Notice of Delinquency to Lessee at the address listed above, demanding payment of all Lease payments due, and by posting written Notice of Delinquency on the Leased Rack. If delinquent Lease payments are not brought current within 30 days from the date of the Notice of Delinquency, SC may remove the Stored Shell from Rack Space, unrig the Stored Shell and place it in an inaccessible location at the SC. If delinquent Lease payments are not brought current within 60 days from the date of the Notice of Delinquency, SC may offer the Stored Shell for sale and apply the proceeds of the sale first to pay the administrative cost of the sale and then to pay the delinquent Lease payments. Any remaining proceeds will be retained by SC for a period of 6 months and, if not claimed by Lessee, will be disposed of as provided by local statutes.
6. Lessee agrees to exercise due care so as not to damage other rowing equipment in the SC and agrees to hold harmless and indemnify SC against any and all claims arising out of Lessee's conduct while at SC, including but not limited to Lessee's removal from and replacement of the Stored Shell on the Leased Rack.
7. Lessee agrees that SC is not responsible for any loss of or damage to Lessee's equipment when left at the SC due to any cause whatsoever, including but not limited to loss or damage caused by other persons, natural causes or acts of God, and hereby waives any all causes of action against SC, its officers and employees, related to any loss of or damage to the Stored Shell, known or unknown, now existing or hereafter arising.
8. This Lease Agreement may only be amended in a writing signed by both Lessee and SC and shall be governed by the laws of the State of Florida.

Executed this _____ day of _____ 20 _____.

SC Head Coach _____

Lessee (Parent/Guardian must sign if 18 or younger) _____

