



BOAT STORAGE AGREEMENT AND INDEMNIFICATION FORM
For Storage of a Kayak, Canoe or Standup Paddle Board
at the Louisville Community Boathouse
1335 River Road, Louisville, KY 40206
(Waterfront Park Yellow Parking Lot)
July 2020

Name of Licensee: _____

Licensee's Mailing Address: _____

Licensee's Phone Number: _____

Email Address: _____

Licensor: River City Paddle Sports

Licensor's Mailing Address:

River City Paddle Sports
3711 Longview Rd.
Louisville, KY 40299

Licensor's Contact Number: (502) 387-1426 (Scott Whittemore)

Date:

Term of Agreement:

• **Commencement Date:** _____

• **Termination Date:** _____

Fee: \$: \$20 (adjusted from \$120 annually, payable in advance).

Space: _____

This Agreement entered into on the date written above by and between Louisville/Jefferson County Metro Government acting by and through its Department of Louisville Metro Parks, hereafter referred to as "Licensor" and the person or entity listed above as the "Licensee".

WITNESSETH

In consideration of the mutual covenants and agreements contained herein, Licensor hereby grants permission to Licensee to use the space identified above, hereafter referred to as the "Space", located in the Community Boathouse, hereafter referred to as the "Building" upon the following terms and conditions:

1. This Agreement shall be for the Term and Fee set out above. Licensor may terminate this Agreement at any time and for any reason by giving prior written notice to Licensee. Licensee shall have

five days from the date of receipt of the notice in which to remove her/his/its Boat from the Space and the Building. If the License shall be terminated without cause, Licensee shall be refunded a pro rata amount of the above stated annual fee from the date of the removal of her/his/its Boat. In the event that Licensee holds over, Licensee's continued occupancy of the Space by Licensee shall be construed as a tenancy at sufferance at the rate of five dollars (\$5.00) per day, subject to cancellation by Licensor, and subject further to changes in the rental rate, terms and conditions upon five days written notice to Licensee.

2. Licensee's "Boat" is described as follows:

Type: _____;

Length: _____;

Make/Model: _____; and

Identifying marks, colors, etc. _____.

Licensee is responsible for notifying Licensor of any changes to the above description during the term of this Agreement.

3. A. The Space is provided in an "As Is, Where Is" condition, without any representations or warranties whatsoever. Licensee is solely responsible for the care, custody and control of the stored property. Licensor shall furnish electricity for only such lighting as is contained in the Space as of the date hereof. No other utilities or services are to be furnished by Licensor or used by Licensee in the Space without the prior written consent of Licensor and on the terms and conditions specified in such written consent. Licensee shall make no alterations or additions to the Space. Licensee agrees to abide by all rules and regulations relating to the Space now in effect and such as may be promulgated from time to time hereafter by Licensor. Licensee covenants throughout the Term, at its sole cost and expense and subject to such terms and conditions as Licensor may from time to time impose, keep the Space in good order and condition, and repair all damages to the Space. At the expiration of the Term hereof, Licensee shall yield up the Space, broom clean and in good order and remove all of its property therein. Licensee acknowledges that the Space constitutes a portion of a larger area which includes other areas for the exclusive use of other occupants and Licensee shall not disturb, damage or remove any items belonging to other users of the Space. Licensee agrees to comply with such further rules and regulations as may be required in connection with the harmonious use by all such licensees of such areas.

B. ALL PROPERTY STORED WITHIN THE SPACE BY LICENSEE SHALL BE AT LICENSEE'S SOLE RISK. IT IS THE LICENSEE'S DUTY TO PROVIDE INSURANCE, COVERAGE ON STORED PROPERTY FOR LOSS CAUSED BY FIRE OR OTHER CASUALTY, INCLUDING WITHOUT LIMITATION, VANDALISM AND MALICIOUS MISCHIEF, PERILS COVERED BY EXTENDED COVERAGE, THEFT, WATER DAMAGE (HOWSOEVER CAUSED), EXPLOSION, SPRINKLER LEAKAGE AND OTHER SIMILAR RISKS. THE SPACE IS PROVIDED FOR LICENSEE'S SELF-SERVICE AND IN NO EVENT SHALL LICENSOR BECOME A BAILEE (EITHER VOLUNTARY OR OTHERWISE) OR ACCEPT OR BE CHARGED WITH THE DUTIES THEREOF, OF THE STORED PROPERTY.

C. Licensor reserves the right to: (1) decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building and the Space, or any part thereof, and for such purposes to enter upon the Space, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, all without abatement of rent or affecting any of Licensee's obligations hereunder; (2) enter the Space for the purpose of inspecting them; and (3) perform any obligations required of Licensee to be performed hereunder and the amount paid by Licensor to

perform such obligations shall be due and payable by Licensee forthwith. Licensee covenants and agrees not to suffer or permit any lien or encumbrance be placed against the Space or the Building, and, in case of any such lien or encumbrance attaching, or claim thereof being asserted, Licensee shall cause it to be immediately released and removed of record.

D. Licensee shall comply with all applicable laws, ordinances, regulations and rules with regard to the storage and use of Licensee's Boat at the Building during the term of this Agreement.

E. Space and Building access shall be limited to the immediate family of the Licensee and guests. Guests will only have access to the Boathouse and Space when accompanied by the Licensee.

4. Except to the extent otherwise provided in paragraph 3 hereof, Licensee hereby assumes all risk of loss and releases and waives any claims it may have against Licensor and/or the Waterfront Development Corporation, and their respective elected and appointed officials, directors, officers, managers, principals, agents, employees and insurers, (collectively, the "Protected Parties") for any injury to or illness of person or loss or damage to property or business, of any person or entity by whomever or howsoever caused. The Licensee shall indemnify, hold harmless, and defend the Protected Parties from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Licensee's negligence or willful misconduct, or breach of this Agreement, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of the Protected Parties acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. It is the intent of this paragraph that the foregoing release, waiver, and indemnification shall release the Protected Parties to the greatest extent permitted by law.

5. In the event that either party's performance shall be delayed, hindered or prevented from any act required hereunder by reason of acts of God, strikes, lock-outs, labor troubles, flooding, inability to procure materials which could not have been reasonably anticipated and avoided, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terror, war, or any other cause beyond the control of the parties, then performance of such act shall be extended for a period equivalent to the period of such delay.

6. If at any time Licensee breaches or fails to perform any of Licensee's covenants and agreements herein contained, Licensor may, at any time following five (5) days' written notice to Licensee and without further notice or demand, terminate this Agreement and the Term created hereby in which event Licensor may forthwith repossess the Space and be entitled to recover all damages. If Licensee shall fail or refuse to remove the stored property upon termination of its permission hereunder, Licensor may treat such failure, as conclusive evidence that Licensee has abandoned the property and Licensor may enter the Space and dispose of all or any part of such property in any manner that Licensor shall choose. If Licensor's employees are required to remove or handle the property or perform any services for Licensee, a charge for the same at Licensor's customary rates on a time and material basis will be payable by Licensee. Licensee shall pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Licensor in enforcing or attempting to enforce the covenants and provisions of this Agreement. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other rights, and remedies allowed by law.

7. The permission herein granted is a license only and does not constitute a lease or create any interest or estate for Licensee in the Space, the Building, or any part thereof. Licensee shall not, without Licensor's prior written consent, assign or otherwise transfer any right or permission under this Agreement to any third party, and any attempt to do so shall result in automatic revocation of this license. All of the representations and obligations of Licensor with respect to the Space and the Building are

contained herein and no modification, waiver or amendment to this Agreement shall be binding unless such modification, waiver or amendment is in writing and signed by duly authorized persons for both parties. No waiver of any condition in this Agreement shall be implied by any neglect of Licensor to enforce any remedy on account of the violation of any such condition and no receipt of money by Licensor after the termination in any way of the Term hereunder or after the giving of any notice shall reinstate, continue or extend the Term hereof or Agreement shall extend to and shall, as the case may be, inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, All notices required or desired hereunder shall be in writing and either delivered in person or mailed certified mail, return receipt requested, postage prepaid, addressed to Licensor and to Licensee at the address stated above. If more than one Licensee is listed herein, all liability hereunder shall be joint and several; however, all invoices and notices will be sent only to the Licensee first above named. Submission of this instrument for examination shall not bind Licensor in any manner, and no obligation on Licensor shall arise until this instrument is signed and delivered by both Licensor and Licensee. The laws of the Commonwealth of Kentucky shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

In Testimony Whereof, the parties hereto have executed this Agreement on the date first above written.

LICENSEE:

LICENSOR:

(Name of Licensee)

(Name of Licensor)

By: _____
(Name of authorized representative)
(Title of authorized representative)

By: _____
(Name of authorized representative)
(Title of authorized representative)



RULES AND REGULATIONS

1. Licensee agrees, for itself, its employees, agents, servants, invitees, licensees and guests, to observe and comply at all times with the rules and regulations set forth herein and with such modifications thereof and additions thereto as Licensor may from time to time make for the Building, and that failure to observe and comply with such rules, regulations, modifications and additions shall constitute a default under the Agreement. Any failure by Licensor to enforce any rules and regulations now or hereafter in effect, either against Licensee or any other occupant or licensee in the Building, shall not constitute a waiver of Licensor's right to enforce any such rules and regulations at a future time.
2. Licensee assumes full responsibility for protecting the Space and the goods therein from theft, robbery and pilferage and all goods are stored at the Licensee's sole risk. Licensee is required to provide its own insurance protection.
3. Licensee will not use, permit or store in the Space anything that will invalidate any policy of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Building. Licensee will not: (a) store, use or permit anything in the Space that may be dangerous to life or limb; (b) in any manner deface or injure the Building or any part thereof; (c) overload the floors of the Space; (d) conduct any business in or from the Space; or (e) do anything or permit anything to be done in or upon the Space tending in any way to create a nuisance or tending to disturb any tenants in the Building, or the occupants thereof. Licensee, at its sole cost, will fully and promptly comply with all government, health and police requirements, codes and regulations respecting the Space and the goods stored therein and will not use the Space for lodging or sleeping purposes.
4. Licensee shall not bring upon, use or keep in the Space any hazardous or toxic materials, perishable food, alcoholic beverages, explosives or flammable items, animals, items that may leak, spill or freeze, or any illegal or stolen property.
5. Licensee shall not paint, display, affix, or inscribe any sign, color, advertisement or picture on or about the Space.
6. Licensee, and its agents and employees, shall not encumber or obstruct sidewalks, halls, passageways, exits, entrances, stairways or other common areas in or about the Building. All personal property must be stored entirely within the Space, and any discarded items, litter and debris must be deposited in rubbish areas designated by Licensor. Licensee shall not cause any unnecessary janitorial labor or services by reason of Licensee's litter, carelessness or indifference in the preservation of good order and cleanliness.
7. The Building is a smoke free facility and no smoking is permitted either in the Building or the area immediately adjacent to the Building.
8. Notwithstanding anything contained herein, the Licensor shall provide Licensee reasonable access to the Space.
9. Licensor reserves the right to make such other and further rules and regulations as in Licensor's judgment may from time to time be needful for the safety, care and cleanliness of the Space and the prudent operation of the Building.