



# Kayak Storage

## KAYAK STORAGE AGREEMENT AND INDEMNIFICATION FORM For Storage of a Kayak at Cardigan Waterfront

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Town of Three Rivers (hereinafter “TOTR”) and \_\_\_\_\_ (hereinafter “User”).

**WITNESS THAT:**

TOTR, in consideration of the fee hereinafter set forth and the mutual covenants and terms contained in this agreement, does hereby grant to User the use of a Kayak Storage Building hereinafter described during the term of this agreement.

**1. Term of Agreement:** During the period \_\_\_\_\_ through \_\_\_\_\_, User shall have access to and use of the below-described Kayak Storage Facility. TOTR reserves the right to remove User’s Kayak(s) from storage once fees are two months in arrears. User’s Kayak(s) shall also be removed from the facility within a period of 30 days after the termination date unless this Boat Storage Agreement has been renewed prior to this date by mutual agreement of User and TOTR.

**2. Payment:** User shall pay to TOTR, as fee for the above, the following storage cost is \$65 per kayak for the 3-month season.

July 1<sup>st</sup> – September 30<sup>th</sup> (season)

\*Rental space required outside this 3 month window will be charged an additional \$20.00 per month per kayak. Fees will be reviewed and may be adjusted in June each year.

**3. Description of User’s Kayak(s):** User’s Kayak(s) is(are) more specifically described as follows:

Type: \_\_\_\_\_

Make/Model: \_\_\_\_\_

Identifying Marks, Colour, etc: \_\_\_\_\_

User is responsible for notifying TOTR of any changes to the above description during the term of this agreement.

**4. Terms of Use:** Kayak storage is limited to the immediate family of the Kayak owner (children must be 18 and under or attending post secondary) and guests; however, guests will only have access to the kayaks when accompanied by the kayak owner. Kayaks cannot be used for business, including lessons or rentals. Kayak access is limited to daylight hours.

**5. Description of Kayak Storage Facility:** The Kayak Storage Facility consists of the facility located at Water Street Route 311, Cardigan PE C0A 1L0). At the start of the term of this agreement, the specific storage location allocated to the User is:

\_\_\_\_\_ Code: \_\_\_\_\_  
User is responsible for notifying TOTR of any changes during the term of this agreement  
The code is not to be shared, and can be changed at any time if required:.

**6. Assignment:** User shall not assign the storage space above without the prior written consent of the TOTR, such consent may be arbitrarily withheld.

**7. Compliance with Laws and Regulations:** User shall comply with all applicable laws, ordinances and regulations of the Province of PEI, the TOTR with regard to the storage and use of the User's Kayak(s) at the storage facility.

**8. Holding Over:** In the event that User holds over after the termination of this agreement the continued occupancy of the space by the User shall be construed as a tenancy at sufferance at the rental herein specified, subject to cancellation by TOTR and subject to changes in the rental, terms and conditions upon written notice by TOTR to the User.

**9. Cancellation:** TOTR reserves the right to cancel this agreement upon written notification. User shall immediately remove Kayak(s) from the storage facility within five (5) days of the date of TOTR's written notice of cancellation. Upon failure to comply with the terms of this agreement or any applicable laws, ordinances or regulations, the User shall pay to TOTR, prior to the removal of User's Kayak(s), the sum of Five Dollars (\$5) per day per boat as liquidated damages. In no event will the User be allowed to make use of the storage facilities subsequent to the date of cancellation except to remove the Kayak(s) from the premises.

**10. Indemnification:** USER HEREBY RELEASES, discharges, and covenants not to sue TOTR, their administrators, directors, agents, officers, volunteers and employees, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on User's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, in regard to TOTR's roles and responsibilities as provider and manager, respectively, of the TOTR Facilities; and User further agrees that if, despite this release and indemnity agreement, User, or anyone on User's behalf, makes a claim against any of the Releasees, in regard to their roles as provider and manager, USER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

**11. Property damage:** All property stored within, on or about the premises by User shall be at User's sole risk. Neither TOTR, nor their administrators, directors, agents, officers, volunteers and employees shall not be liable to User for any damage to, or loss of, any property while at the premises, arising from any cause whatsoever including, but not limited to: fire, theft, vandalism, water damage, mysterious disappearance, rodents, acts of god, or the active or passive acts of omissions or negligence of TOTR, its administrators, directors, agents, officers, volunteers or employees. Agents specifically include other persons or organizations who are acting at the direction of or in coordination with TOTR.

**12. Insurance:** TOTR carries no insurance for any loss whatsoever that User may have. User must obtain any insurance desired at their own expense. TOTR strongly recommends that User secure their own insurance to protect User and User's property against all perils.

**13. Hazardous Conditions:** User AGREES AND WARRANTS that User will examine and inspect each Activity in which User takes part at the TOTR Facilities and that, if User observes any condition which User considers to be unacceptably hazardous or dangerous, User will notify the proper authority and will cease to take part in the Activity until the condition has been corrected to User's satisfaction. Activities include, by way of example and not limitation, handling and storing boats, maintenance, and cleanup work, and paddling itself. Hazardous conditions include, but are not limited to, equipment and facilities that have been damaged or made unsafe by vandalism, high water, silty river bottom, improper use, normal wear, or inadequate maintenance, and the actions of other persons.

IN WITNESS THEREOF TOTR and User, by their duly authorized agents have executed this agreement on the day and date first herein above written.

**Town of Three Rivers:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**User:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_