

**Bair Island Aquatic Center**  
1450 Maple Street  
Redwood City, CA 94063  
650.241.8213  
[www.gobair.org](http://www.gobair.org)

## **Private Boat Storage Application and Agreement**

INSTRUCTIONS: Individuals who wish to store their private boat ("Boat") at BIAC must be annual members in good standing, including current on payment of all fees. This Agreement and payment for Boat storage are due upon assignment of space, and by May 1 of each subsequent year. Storage fees are set by the Board of Directors and are assessed on an annual basis. Any refunds are at the sole discretion of BIAC. Space is assigned on an as-available basis - acceptance of this application does not guarantee a storage space. A separate application is required for each storage space requested. Additional information on Boat Storage policies may also be published in the BIAC Rules and Regulations from time to time.

Name: \_\_\_\_\_  
Phone (mobile): \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Boat Type: \_\_\_\_\_  
Make/model: \_\_\_\_\_  
Boat/Cover Color: \_\_\_\_\_  
Other Equipment: \_\_\_\_\_

I hereby apply for space in which to store my Boat at Bair Island Aquatic Center and I hereby acknowledge and agree to the following terms:

1. Rules and Regulations. I agree to comply at all times with the BIAC Rules and Regulations, as those Rules and Regulations may be revised by BIAC from time to time. This specifically includes all on-water safety rules that apply to all BIAC users. I acknowledge private boat users are not excluded from compliance with BIAC Rules and Regulations.
2. Secured Boat. I agree to keep my Boat(s) properly secured to its storage rack at all times when not in use. I am responsible for damage to other boats caused by failure to secure my Boat.
3. Insurance. BIAC encourages private boat owners to insure their property. Private equipment stored at BIAC is not insured by BIAC.
4. Access to Boat. I understand that my Boat may be moved for certain events or circumstances, and I hereby authorize BIAC to move it for me. I acknowledge that it is my responsibility to provide BIAC with the correct combination or key if I lock my Boat, and that failure to do so may result in lock being cut in order to move Boat in some circumstances.

5. No Transfer. I understand that I may not assign or otherwise transfer to any other person the storage space assigned to me by BIAC. I agree to notify BIAC if I transfer ownership of my Boat, if I acquire a new Boat, or if any other information on this application changes.
6. No Bailment. I agree that any granting of storage space shall constitute a rental of space only. No bailment of any kind is intended or created either expressed or implied. I further agree that all risk or loss, damage or destruction of said Boat or other property of mine shall at all times be borne by me.
7. Removal of Boat. I authorize BIAC to remove my Boat from BIAC property at my risk and expense, including storage costs and an administrative fee, should I fail to have a valid storage agreement in force, should I fail to pay my storage fee in full when due, or should my membership lapse or be terminated for any reason. In addition, BIAC may, at its discretion, assume ownership of my Boat should it be deemed abandoned.
  - a. Relocation. BIAC reserves the right to move stored boats and equipment based on its sole discretion and taking into account exigent circumstance, accessibility and usage. Best efforts for the circumstances will be used to notify Boat owners prior to moving a boat provided current contact information is on file.
  - b. Usage Policy. The BIAC Board reserves the right to establish usage level policies for rack storage assignment. Members who do not use their boat regularly may be asked to move to a different rack to accommodate more frequent users. In this event a member will only be asked to move in the event another rack is available.
8. Work on Boat: I will be solely liable for damage to other equipment, to BIAC property, and the environment that may occur in connection with work done on my Boat. BIAC reserves the right to prevent or stop any work being performed by me or outside contractor that is hazardous to the environment or disruptive to BIAC operations. I agree to contact the Yardmaster to coordinate a location if work or other circumstances require storing it somewhere other than my assigned storage rack (e.g. leaving it in slings). The Yardmaster will make a reasonable attempt to accommodate alternate locations appropriate to work or other circumstances.
9. Responsibility: I understand and hereby agree that neither BIAC nor any of its directors, officers, members, employees, or agents assume responsibility for the safety of any Boat I may store at the BIAC site, either ashore, moored at the site or adjoining waters, during launching, rowing or paddling operations, and none of them shall be liable to me or any person claiming by, through, or under me for fire, theft, or any damage whatsoever to any such Boat, any property or the person of mine, my family, employees, guests, or invitees, however caused. I hereby release BIAC, its agents, directors, officers, members and employees from any and all claims related to the storage of Boat under this agreement. In addition, I agree to indemnify and hold harmless BIAC and its agents, directors, officers, members and employees against any and all liability, loss, damages, claims, suits, judgments, costs and expenses, including attorney's fees, resulting from and arising out of property damage and/or personal injuries caused by me, my family, employees, agents, guests or invitees.
10. Miscellaneous. No terms or conditions herein may be changed or modified unless in writing, agreed by both BIAC and me. Agreement may be indicated by signed paper or via electronic acknowledgement. This Agreement will be governed by California law.

I HAVE READ THE FOREGOING AND ACCEPT ALL TERMS AND CONDITIONS.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(Electronic acknowledgement may be used via BIAC's member web site)