



PRIVATE BOAT SUPPORT CONTRACT

Members in good standing of the Miami Rowing & Water Sports Center, Inc. (“MRC”) may contract for support at the boathouse, either on a rack or hanging (“support”), of their privately owned shells, kayaks or similar size boats (a “boat”) on the basis of availability as determined by MRC’s Board of Directors or its Rowing Committee, provided, however, that only racing shells will be assigned hanging support.

1. Terms and Payment

- **Contract term:** From January 1 to December 31st of the current year.
- **Amount due:** \$300 per single and \$600 per double, renewable and due in advance January 1st for those members with boats in racks or hanging at the boathouse on January 1 of each year. For any member who is given support for the first time at any other time during the year, the amount shall be prorated on the basis of a 365 day year, so the member shall pay the prorated amount for the year on the date the boat is first racked or hung.
 - Arrears: after March 31st for those with boats on support on January 1st, or thirty (30) days after the boat is first racked or hung.
 - It is the responsibility of the MRC member to pay in a timely manner.
- **Disposition of accounts in arrears:**
 - MRC has the right to remove boats with accounts in arrears without further notice, after March 31st or after thirty days have elapsed after the boat is first racked or hung.
 - Any support vacated by boats in arrears will be assigned to the next MRC member who requests a support or is on a waiting list for the next support available.
 - Members may re-apply for their support after past-due charges are paid in full and they shall be placed on the bottom of the waiting list to be assigned support upon its becoming available on the waiting list.

2. Assignment/Changes of support

- **Assignment of boat support to members** is under the exclusive authority of the MRC Board of Directors and assigned by its Rowing Committee based on availability:
 - No member may assign his/her support to another member without written approval of the Rowing Committee.
 - No member may take over available support without the prior written approval of the Rowing Committee.
 - No member may move his/her boat from one support to another without the written approval of the Rowing Committee.
 - Members may request to be put on the waiting list if the type of support they desire is not available.
 - Boats that are not rowed on a regular basis (which for purposes of this agreement shall mean at least less often than twice a month for 3 consecutive months), as determined by the Rowing Committee in its sole discretion, will be stored on the highest racks. The member whose boat is so moved shall be notified of the move and shall be afforded the opportunity to regain the support he/she previously had if he can prove to the Board that his/her use is due to reasonable cause and will use the boat on a regular basis going forward, if in fact such regular use is proven for at least 5 consecutive months.
- **Requests for boat support:**
 - Requests for boat support, whether for a new support or to move from an existing support, shall be made to the Rowing Committee through the General Manager.
 - All requests will be honored on a “as available” basis.
 - If there is a waiting list for support, requests will be honored according to position on the list.



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Assignment/Changes, continued

- **Reassignment or removal of privately owned boats from the boathouse by MRC:**
 - MRC reserves the right to reassign any boat within the boathouse for more efficient utilization of support.
 - MRC reserves the right to remove any privately owned boat for the following reasons:
 - With 30-day notification: If the boat is just being supported and not rowed.
 - Without notification:
 - If the account is in arrears.
 - If a boat has been moved from its original support to another without approval.
 - If required by the City of Miami.
- **Moving or removal of privately owned boats from the boathouse by members:**
 - Signature of this agreement shall obligate a member to notify the Rowing Committee in writing no later than five (5) days after the member removes his/her boat from the boathouse so that the support may be reassigned by the Rowing Committee.

3. Other Responsibilities and Obligations

- **MRC members agree:**
 - To insure their privately owned boats against damage while contracted for rack maintenance.
 - To fasten their boats securely if maintained in a hanging space.
 - To secure their boats in the event of a hurricane or severe wind storm.
- **MRC agrees:**
 - If provided by MRC, to maintain the racks and hanging apparatus.
 - To utilize the spaces in the most fair and efficient manner.
 - To promptly notify those members waiting for a space, when support becomes available.

4. Assumptions of Risk and Limitations of Liability

- **MRC is not responsible for the following inherent risks of boat support in an active boathouse:**
 - Damage to boats or equipment.
 - Theft of boats or equipment.
- **The MRC member contracting for boat support recognizes and assumes responsibility for the above inherent risks.**

5. Default

Any material breach by a member of his/her obligations under this agreement shall subject the member to disciplinary action and possible expulsion as determined by the Board of Directors pursuant to the MRC Bylaws.



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6. General

The lack of enforcement of any provision of this agreement by the Rowing Committee once or several times shall not be considered a waiver of MRC's rights which may be enforced subsequently, at any time and from time to time. This is an agreement governed by the laws of the State of Florida, not including its rules of conflicts of law and any dispute hereunder shall be submitted to friendly non-binding mediation before a mutually acceptable professional mediator. Said submission shall be a condition precedent to the commencement of any arbitration proceeding to settle a dispute. If the dispute has not been resolved by mediation after ninety (90) days, the parties agree to submit the dispute exclusively to binding arbitration before a panel of 3 arbitrators, one appointed by each party and the third by mutual agreement of the two appointed members. The parties agree to appoint all arbitrators within thirty (30) days after a submission or claim is made. All proceedings shall be determined in accordance with the applicable Rules of the American Arbitration Association and conducted in Miami, Florida. The preceding agreement to mediate and arbitrate means that the parties waive any and all rights to commence a court action to settle any dispute in any manner related to this agreement. Each party shall be responsible for its own costs of mediation and arbitration but the arbitration panel may award such costs to the mostly prevailing party if they determine that the claim or defense submitted is frivolous.

I, _____, assent and agree to the
PRINT NAME
above Terms and Conditions.

Boat Identification: Type _____ Color(s) _____ Manufacturer _____

SIGNATURE

DATE

PLEASE GIVE THIS COMPLETED FORM, ALONG WITH YOUR PAYMENT, TO KATIE DAVIS, GENERAL
MANAGER.

OFFICE ONLY: Rack or Hanging Support Code _____