



River Club at Carlton Community Association, Inc.

KAYAK STORAGE AND USAGE AGREEMENT

Name: _____

Address: _____

Cell Phone: _____ Email: _____

Description of Kayak:

(Complete only if information is different from what was provided in the previous agreement)

Kayak Make: _____ Model: _____

Length: _____ Weight: _____

Color: _____ Single: _____ Double: _____

Emergency Contact Information:

Name: _____ Contact Number: _____

Combination Lock Code: _____

(This information will be securely protected by the management company and only utilized in the event of an emergency.)

ELIGIBILITY AND USAGE REQUIREMENTS:

- OWNER MUST BE IN GOOD STANDING WITH THE ASSOCIATION
- A MAXIMUM OF TWO STORAGE SPACES ARE PERMITTED PER PROPERTY ADDRESS
- OWNER AND THEIR GUEST OR FAMILY MEMBERS WILL ABIDE BY THE KAYAK RULES BELOW WHICH MAY BE AMENDED FROM TIME TO TIME



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AGREEMENT

Kayak storage is based on an annual term commencing on JANUARY 1st of each year through DECEMBER 31st. The holder of a kayak space shall have the option to renew that space for a subsequent annual term so long as the option is exercised by completing and properly submitting a new Agreement to the management company by **November 15th** of the preceding usage term and paying the then current storage fee as determined by the Board of Directors.

For the period commencing **JANUARY 1, 2022**, the kayak storage fee is **\$200** per Kayak. Annual fees are non-refundable. In the event a storage space becomes available to the owner on the waiting list, the fee shall be prorated. Owners of stored kayaks must properly display the decal they are issued by the management company.

KAYAK STORAGE AND USAGE RULES

- Only owners and their guests shall be permitted to utilize kayaks stored at the Yacht Club. Renters shall not be permitted to use stored kayaks and there shall be no subletting of storage spaces.
- Owners shall notify the management company of any guest who will use owner's properly registered kayak and require all guests to sign a release.
- Only the kayak may be stored in the designated space and all peripheral items thereto, including paddles, life vests, etc. must be removed by the owner and stored off site.
- The owner must store the kayak only in the numbered space designated by the management company and only one kayak may be stored in each assigned space.
- Kayaks must be actively used and in good working order and appearance. Owners are responsible for regularly maintaining their stored kayaks and keeping them free from standing water.
- Marine locks and strapping must be used to secure the kayak to the storage rack.
- Kayak must be identified with the name and contact information of the owner.



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- Owner is responsible for removing the kayaks from the storage space within twenty-four (24) hours of the National Weather Service issuing a tropical storm watch for the area. The kayaks will not be permitted to be stored following a serious weather event until the management company has determined that the storage area is safe to resume operation. In the event the owner does not move the kayak as required herein a fee may be assessed by the management company and the owner no longer permitted to utilize the storage facility.
- Kayak usage is limited to the hours between sunrise and sunset.
- Owners shall limit noise in the kayak storage area to avoid disrupting any suite guests.
- Owners shall dispose of all litter properly and no glass bottles or containers are permitted in the kayak storage area.
- Owners, and their guests, must abide by all laws promulgated for kayak usage by the State of Florida.

RELEASE AND INDEMNIFICATION

In consideration of the use of the kayak docking and storage area, the undersigned does hereby agree to release, indemnify, defend and hold harmless, River Club at Carlton Community Association, Inc., its officers, directors, employees, agents and assigns, from any claims of damage in any way to myself or any other party or object arising out of my use of the kayak docking and storage area. This release shall apply for any personal injury, bodily damage or property damage to myself, or my property due to any source whatsoever. I acknowledge that the use of a kayak includes some inherent danger and I accept that danger. I certify that I am physically able to utilize, lift and move a kayak.

Signature: _____

Date: _____

Signature: _____

(For dual kayak owners both owners must sign the agreement)

STORAGE SPACE NUMBER _____ (Assigned by management)