

Fredericton Rowing Club

Privately Owned Row Shell Storage Terms & Conditions Agreement

The Fredericton Rowing Club (FRC) has limited space available for members in good standing to store privately owned rowing shells. This storage policy was developed to provide a fair system for the allocation of new and existing spaces. The FRC's priority is the storage of club rowing shells, and does not guarantee the availability of rentable storage space for privately owned rowing shells on annual basis, whether or not those shells have been stored in the FRC facilities in the past.

Please note:

- **Only members of the FRC are eligible to store private rowing shells for rowing in FRC facilities. You must have an up-to-date membership to be eligible for private shell storage.**
- **You must pay your membership fees and the shell storage fee on time.**
- **You must keep your email current with the FRC. The FRC uses your email for important notifications, including notifications that may result in the removal of your equipment.**

Definitions:

Privately Owned Rowing Shells (PORS): A single scull (1x rowing shell), one (1) set of sculling oars, a rigger (attached to the shell or stored in a defined location if it is a quick release rigger)

Member in good standing: A member who has paid all applicable membership and programme fees to FRC, RNBA and RCA, including the applicable PORS storage fees, or has a payment plan approved by the FRC Treasurer & Registrar for the current year, and has adhered to the FRC's policies and procedures, including safety and code of conduct. Note: Membership is defined here as a minimum of 6 consecutive months within a membership year (April 1st to March 31st).

PORS Shell Berth: PORS Berths may include boat racks, ceiling slings, and/or appropriate floor space. The type and location of private shell berths will be determined by the FRC Operations Committee, and are subject to change at the discretion of the committee and/or FRC Board.

FRC shells and equipment have first priority

The opportunity for members to rent berths to store their privately owned shell in the FRC facilities is a privilege, not an entitlement, of membership. The FRC may need from time to time to increase the storage berths it allocates for club shells. The number of rental berths available for PORS is decided by the FRC Board of Directors on an annual basis prior to the beginning of the on-water season. If this requires the removal of PORS from FRC facilities, the FRC will make best effort to give the affected members 6 months notice (namely prior to Oct 1st for Apr 1st) of the need to remove their boats. FRC reserves the right to reduce the number PORS berths it makes available for PORS storage. FRC does not have space to store kayaks, canoes or other boats. Normally the total number of PORS stored inside the FRC facilities will not exceed the number of FRC single (1x) rowing shells with the storage of PORS being secondary to club assets. Winter storage of any non-member PORS will only be a consideration after club assets and member's PORS storage needs have been met.

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Only FRC members in good standing are eligible to store PORS in the FRC facilities

This means members must not be in arrears and must pay all membership, programme, including PORS storage, fees, in full by annual renewal date of each year. Failure to do so may result in immediate cancellation of existing berth assignments and will place the member's storage renewal request at the end of the current waitlist.

PORS must be actively used

FRC makes limited amount of space available for members with PORS for the purposes of rowing on a regular basis. Failure to do row on a regular basis could result forfeiting his/her rental and use of a PORS berth, and notification for removal by the end of the current on-water season.

FRC Policies and Procedures Compliance

All members, including those using PORS, shall adhere to all same FRC policies and procedures, including but not limited to safety, sign-out, sign-in, PFD usage, hazardous conditions protocols, incident reporting, facility cleanliness and security, etc. PORS shall comply with RCA and FRC equipment safety requirements at the member/owner's expense, such as PFDs, whistles and lights.

Schedule

Date	Item	Responsibility
Oct 1 st	Determine number of PORS berths available for next season	Operations Committee
Jan 31 st	Notification of storage fees	Operations Committee
Feb 28 th	Renewal and new storage requests due	Member
Mar 15 th	Notification of storage berth assignment decisions	Operations Committee
Mar 21 st	Member Appeals Due	Member
Mar 31 st	Final decisions on appeals	President
Apr 15 th	Payment in full due	Member
Apr 21 st	Storage berth forfeiture and reassignment	Operations Committee
Apr 30 th	Winter only stored PORS removed	Non-Members
Oct 15 th	Winter only storage requests due	Non-Members
Oct 31 st	Notification of any winter storage decisions	Operations Committee
Nov 7 th	PORS de-rigged, cleaned and stored	All PORS owners

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Annual Storage Term and Fee (Members)

- Fixed term of twelve (12) months (May 1st to April 30th)
- PORS storage fee will be reviewed and established annually by the FRC Board and any changes will be published in Jan.
- The annual fee covers one boat, its riggers, and one set of scull oars.
- Fees are non-refundable, regardless whether the member decides to remove and abandon his/her storage berth prior to its renewal date, or if the member's PORS storage privileges have been suspended, revoked or cancelled, or if the PORS berth has been deemed abandoned.
- FRC reserves the right to pro-rate the annual fee to allow this policy and any subsequent changes, including fees, to come into effect prior to the April 1st renewal date.
- Winter storage requires all PORS to be de-rigged and cleaned by the end of the on-water season. Use of a shell cover is highly recommended. At the FRC's discretion, PORS made be temporarily removed from their assigned berths and stored on floor or ceiling slings to accommodate repairs and maintenance of FRC equipment and facility infrastructure during the off-water season.
- Annual fee also provides access to the FRC trailer during the on-water season for one berth (location at the sole discretion of the FRC and its trailer's payload operator). Additional transportation fees, whether the owner is accompanying their PORS or not, shall apply and will be in addition to the annual PORS storage fee.

Temporary Winter Storage Period and Fee (Non-Members)

- Fixed term of 6 months (November 1st to April 30th)
- On an annual basis, once all current FRC equipment and member's PORS storage requirements have been met, the FRC Operations Committee will determine if any additional temporary winter storage can be offered for any non-member's PORS during these 6 winter months. Storage fee for non-members PORS during this fixed 6 month term will be the same rate as the FRC member's annual twelve (12) month PORS storage fee.
- Payment in full is required prior to storing the PORS.
- Non-Member PORS must be removed from the FRC facilities by April 30th or be subject to removal in accordance with this policy.

Renewals and new requests procedure

Existing berth assignments will normally be given priority for renewal over new requests. Renewals and new requests for PORS storage must be made to the FRC Operations Committee in accordance with the schedule for the coming season. However, renewals are not automatic and are at the discretion of the FRC Operations Committee. All renewals are subject to review, with due consideration to the actual usage based on the number of logged rowing sessions associated with each PORS. Low usage may result in a PORS's berth being reassigned, possibly to a higher usage request on the wait list or reverted back to club usage. Longevity of membership, duration of current membership (6 vs 12 month active program membership) and volunteering activities will be taken into consideration in determining wait list priority and berth reassignments. Once a berth has been approved and assigned, this agreement shall be completed with the member's and their PORS information, signed by all parties indicated, and fees paid in full prior to PORS storage.

Waiting list

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- If no PORS berths are available when a request for storage is made, the member will be added to FRC wait list for available berths. Berths will be assigned as they become available as determined by the Operations Committee. The waiting list, if any, will be posted in an area accessible to all members. The list will be updated periodically as new requests are made, cancelled or filled.
- When space becomes available, the FRC Operations Committee will notify first member on the waiting list and that member has fourteen (14) calendar days to accept or decline the available space. If declined, the member's application will be cancelled. The member will be invoiced upon acceptance for the cost of storage, with payment due upon acceptance and signature of this agreement prior to any PORS storage.

Members with disabilities or special needs have priority on berth assignment locations

With respect to berth assignments, location-priority consideration will be given to members who have disabilities/special needs for handling their rowing shell.

Berth assignment or reassignment is at the sole discretion of the FRC

The FRC reserves the right to move the shells among the racks and slings inside the boathouse. Shells unused for 14 days consecutively may be moved to slings to accommodate usage and accessibility for other members.

Storage Conditions

- Shells, riggers and oars must be stored safely and only in their assigned berth
- Storage berths must be kept neat and not impede access to any other berth
- Shells and oars stored in violation of these requirements may not be granted storage space, or may have their current berth assignment suspended or cancelled.

No subletting or lending of berth

Members shall not lend, sublet or otherwise transfer their assigned storage berth to another member even if they remove their PORS prior to the end of their agreed rental period.

Storage is at owner's risk

All privately owned equipment is stored at the risk of the owner. The FRC is not responsible for any damage to, loss of, or theft of members' equipment stored on FRC premises, whether because of the fault of FRC or otherwise. PORS shall be privately insured with their policy details provided to FRC Operations Committee.

Access to FRC Facilities

Rental of PORS berths does not automatically entitle the member/owner access to FRC facilities. Access keys and security code requirements will be determined separately on an annual basis by the FRC Operations Committee as required to meet the club's rowing programmes whilst adhering to safety, security and equipment requirements.

Abandoned berths

The FRC Board will cancel members' storage privileges when their allocated spaces remain empty for a period longer than thirty (30) consecutive days, unless the member obtains special written permission from the FRC Operations Committee.

Reapplying following cancellation of a storage space

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A member who loses the privilege of a storage berth may reapply with a new request in accordance with this policy.

Notification of removal

Any PORS owner in violation of this policy will receive three (3) email notices from the FRC to remove their privately owned oars, rowing shell and any other equipment within fourteen (14) calendar days. Equipment that has not been removed after fourteen (14) calendar days of the third notice will be removed from the boathouse and disposed of at the discretion of the FRC Executive. This may include de-rigging and storing it outside or transported to owner's home. Subsequent discretion may including a registered letter sent to the owner's last known address notifying them that his/hers PORS will be auctioned off to the highest bidder if the owner does not claim and remove the PORS within four (4) months of the date of the registered letter.

Breaches of this policy

All decisions made under this policy by the FRC Operations Committee and/or Board, including suspension and cancellation of a member's PORS storage privileges, are final and binding.

Appeals

All appeals shall be made in writing or email to the FRC President or designated representative within 30 calendar days of the date of notification.

Policy Amendment and Review

The FRC reserves the right to modify any aspect of this policy at any time and it shall be reviewed and ratified annually by the FRC Board.

Effective Date

This policy was approved by the FRC Board on March 16th, 2017 with an effective date of Feb 1st, 2017 and hereby supersedes any previously official or unofficial FRC policy or signed agreements associated with the storage of PORS in any FRC facilities. Questions about any of aspects of this policy may be directed to the FRC Operations Committee.

Indemnification

In consideration of the FRC agreeing to allow me to store a PORS in the FRC facilities and/or premises, the receipt and sufficiency of which is acknowledged, I hereby agree to not hold the club, its Directors, officers, employees, agents, coaches, instructors, volunteers, members, independent contractors, subcontractors and representatives (all of whom are herein after referred to as the "Releasees") liable for any injury, death and/or property loss, and;

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my storage, transporting and use of my PORS, on land or on water, due to any cause whatsoever, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM

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THE RISKS, DANGERS AND HAZARDS OF THE STORAGE, TRANSPORTING AND USE OF MY PORS AT THE FRC.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from the storage and use of my PORS. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety other than as set forth in this agreement. I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Acceptance and Agreement

Annual acceptance of all these Terms and Conditions are the prerequisite for the granting or continuance of PORS storage privileges.

I, _____, hereby accept and agree to all terms and conditions in this agreement for the following storage period, from _____ to _____.

		Signatures	Date
Initial Request	Member		
Approved / Not Approved	Operations Committee		
Decision Appealed	Member		
Approved / Not Approved	President		
Payment Rec'd	Registrar / Treasurer		
PORS Rec'd	Equipment / Facilities Manager		

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