



## Rules & Regulations for Small Water Craft Storage at River Park 2020 Contract Season

The sole purpose of the Water Craft Storage Rack is to provide space where Radisson residents may store kayaks or canoes. It shall not be used for any other purpose.

\* A Permit will be issued for each item registered with the RCA Office. Permit must be easily visible during storage.

### PERMISSION

Only RCA Members, such as Radisson residents or Corporate park employees, are entitled to use the racks at River Park. Members must sign a copy of the *Small Craft Storage Contract*, be at least eighteen (18) years of age and be a registered member in good standing with the Radisson Community Association, Inc. (RCA).

### RACK & SLOT SELECTION

There are five racks at River Park. Slots vary in size and height off the ground. Slots will be assigned on a first-come/first-served basis. RCA will accommodate placement requests due to size and physical limitations as much as possible, though slot selection is not guaranteed.

### FEES

A **NON-REFUNDABLE** annual fee as established by the RCA shall be required of all occupants. Payment must be made at time of contract. Fee will NOT be pro-rated for partial years use.

**\$20 per slot, per season. 2 slots maximum per household.**

### USE

- A. Users are responsible for the security of their craft.
- B. Users must purchase a River Park Entrance or Boat Launch Key separate from this contract.
- C. The Renter shall immediately correct or remedy any violation upon notification by the RCA.
- D. **ANY CHANGE** in the item being stored **MUST BE REPORTED TO THE RCA OFFICE**. It is renter's responsibility to keep contract information current and complete. Items found in the storage rack that are not listed on the contract will be considered a violation.
- E. Item(s) must occupy **ONLY** their assigned space.
- F. Storage area shall be kept neat, orderly and free of trash and debris.
- G. No items shall be abandoned or left beyond the contract period. Annual payment and contract is required to continue storage; renewal is not automatic. Per contract, RCA may remove, at the Renter's expense, any items deemed to be abandoned.
- H. The RCA reserves the right to move or request movement of any stored item(s) in order to maximize usage of the racks or to perform maintenance.
- I. Termination of residency or employment within the Radisson Community is considered a termination of RCA membership rights. Therefore, contracts will be canceled per the date of ineligibility. Renter is required to remove stored items and return key(s) by this date. Refunds will not be provided.
- J. Violations of these rules, including the suspension or termination of RCA membership rights, may cause termination of the rental agreement and removal of stored item(s) by the Renter. No fees shall be refunded should the above occur.
- K. Exemptions to this policy must be granted by the RCA Executive Director.



# Small Craft Storage @ River Park 2020

## Rental Agreement and Liability Waiver

3128 Amesbury Drive \* Baldwinsville, New York 13027 \* p. 315- 635-7171 \* f. 315-635-7182 \* www.radissoncommunity.org

This rental agreement and liability waiver is made by and between the Radisson Community Association, Inc. ("Owner") and the Radisson resident or Radisson corporate member ("Renter"). The parties agree as follows:

- \* The usage period is from approximately April 1, 2020 through October 31, 2020.
- \* The storage unit(s), located at Radisson's River Park, is to be used solely by the Renter and solely for the storage of the item(s) listed below. The space may not be shared or sublet. Changes in the item(s) stored will be reported to the RCA Office.
- \* A River Park key is required and is not included with use of the storage unit.
- \* Permit for use will include assigned Slot # for each item registered with the RCA Office; permit must be visible at storage unit.
- \* Renter must provide some form of locking device to secure item to the storage unit. Security of item is the responsibility of the Renter.
- \* The item(s) must be removed from the storage unit by the Renter, by the stated expiration date, or the Owner shall cause removal of the items at the Renter's expense.
- \* Store kayak bottom side up. After strong winds or other weather, check that it is still safely secured to the storage unit.

**LIABILITY:** The Renter understands and agrees that all items stored by Renter in the storage space at River Park are done so at RENTER'S OWN RISK. The Owner cannot and does not ensure the safety or security of items stored by Renter. Renter assumes the risk of loss due to vandalism, theft, malicious mischief, unauthorized use, fire, collision, natural elements, acts of God or any other cause. Thus, the Owner shall not be liable for any injury or damage to the Renter or any person or to any property at any time. Renter expressly assumes the risk of any loss to Renter's property from any of the causes listed above and Renter understands and agrees that lack of security shall not be deemed negligence on the part of Owner. Further, the Renter hereby releases the Owner from any such liability for damages and hereby waives any claim for damages arising out of the use of the storage rack and agrees to hold harmless the Owner from any claim or demand arising out of such use of storage and surrounding premises. Renter assumes the responsibility for and will undertake to secure their property from the aforesaid risks. Renter accepts the River Park and the storage unit "as is" and "where is".

Owner may undertake such security measures as it, in its sole discretion, deems advisable (including cameras and patrols), but Renter expressly acknowledges that such measures are in Owner's sole and exclusive discretion. Renter is not a third party beneficiary of such measures and expressly releases Owner from any obligations and liabilities related thereto.

Item Type	Dimensions Lgth' /Wdth"	# seats /	make/model	/ color	Slot #
_____	_____/____	____/____	____/____	____/____	_____
_____	_____/____	____/____	____/____	____/____	_____

Resident/Member Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

Corp Park Employer: \_\_\_\_\_ (non-resident members only)

**Signing this contract confirms that I, the Renter, have read the terms of this Waiver Agreement and agree to comply with all items.**

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

### RCA Use Only

03/2020

\_\_\_\_\_  
ROSY

Staff Init	Date Received	\$\$ Amount	Chk#/Csh#	Permit#(s) Issued
_____	_____	_____	_____	_____