

Lake Mooney Park

Kayak Storage Agreement

This kayak storage agreement, dated _____ is between Stafford County, through the Department of Parks, Recreation, Facilities, and Tourism and _____, Authorized User.

Authorized User Contact Information:

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Kayak Description:

Brand: _____

Model: _____

Color: _____

Serial Number: _____

Kayak Bin Assigned: _____

Kayak Storage Terms and Conditions:

- This agreement is for kayak storage at the storage bins located at Lake Mooney Park, at 495 Greenbank Road, Fredericksburg, Virginia 22406.
- The Authorized User's storage rights associated with this agreement will commence on April 1 and end on March 31, annually.
- This agreement does not automatically renew and a new agreement is required each season.
- The kayak must be between 8 feet and 17 feet in length and must not exceed 100 pounds in weight. Inflatable and motorized kayaks are prohibited.

- Permission to use the kayak storage bin cannot be assigned to any other person and is only granted to the Authorized User.

Storage

- The kayak(s) stored in the bin must be owned by the Authorized User.
- Storage bins will be assigned on a first-come, first-served basis.
- The maximum storage of two kayaks, is acceptable, as long as it does not impede the use of adjacent bins by other users. Both kayaks must be described in this agreement.
- Kayak may be removed from and returned to the storage bin by the Authorized User only.
- Stored kayaks must not interfere with the use of any of the other storage bins.
- Stored kayaks must be secured with a cable and lock provided by the Authorized User.
- Authorized Users must reasonably secure the front and rear of the kayak to prevent movement during high winds or danger to passers-by.
- Any paddles or oars must also be reasonably secured.
- Stafford County assumes no responsibility for maintenance or monitoring of kayaks stored in the storage bins.
- Access to storage bins is restricted to posted park hours.

Termination

- Stafford County may revoke the use of the storage bins and terminate this agreement. Any notice of termination will be provided to the Authorized User via the contact information included in this agreement.
- The premises must be left in original condition upon termination.

Storage Fee

- The Authorized User will pay \$_____200_____ to Stafford County Department of Parks, Recreation, Facilities, and Tourism. Fees not received by the commencement of the storage term will result in termination of this agreement.

Liability

- The Authorized User acknowledges that use of the storage bin is at their own risk and accepts all liability for theft or damage to their property, including but not limited to damage caused by vandalism or weather.
- The Authorized User must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against claims that may accrue or arise against the County as a result of this agreement. As used in this paragraph, a claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. The Authorized User must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the claim. If, related to a claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Authorized User must at its own expense satisfy and discharge the same.



The laws of the Commonwealth of Virginia shall control any disputes arising out of this agreement and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

By signing below, I certify that I have read and agree to all the terms and conditions of this agreement.

Authorized User Signature

Date