



## Stand Up Rentals Personal Board Storage Agreement

This is a binding agreement between California Aquatics (hereafter referred to as “concessionaire”) and \_\_\_\_\_ (hereafter referred to as “renter”) agreed to on date signed.

California Aquatics is the business name for the Stand Up Rentals programs.

Concessionaire agrees to provide one space, number \_\_\_\_\_ to renter for storage of a stand up paddleboard. Renter will have access 365 days per year during hours of public beach access 5:00am to 10:00pm. It is recommended that renters visit within bright daylight hours whenever possible for added safety.

The site includes a protected dry indoor & ventilated environment, biometric and coded fingerprint access that records the name and time of individual renter activity, security camera that records activity, four-inch thick rubber flooring for board protection and foam padded locking racks. The building is fire resistant - cement stucco finish over steel walls and tile roof. Public restroom and changing room is 10 yards adjacent during normal beach hours. Water hose for washing boards is also adjacent. It is agreed that Concessionaire has completed due diligence in providing a state of the art safe and secure facility for paddleboard storage and Renter is in full agreement to store their paddleboard at 100% their own risk. It is recommended.....

Renter agrees to hold harmless California Aquatics, the City of Long Beach, their officers, employees, agents, volunteers or any persons involved for any activity concerned presently and in perpetuity.

Renter agrees to be responsible for any damage occurred to any products, be it their own or belonging to others, damaged or stolen during the time of their entry. Renter activity is recorded by biometric access and camera devices during the entire period of time that they enter and exit the building. Renters agree to mitigate responsibility for damage, theft or vandalism by ensuring no one else enters the facility until after they have removed or replaced their board and properly closed the door. Renter is in full acknowledgement of recordings that can show specifically who enters, exits and specific activities. Renters are required and agree to wait until another has completed their activity and closed the door for the purpose to require the next person to be enrolled and recorded by fingerprint access, at which time the responsibility and recordings transfer to the next person to enter. Renter agrees not to permit anyone into the storage room, and agrees that if they violate this agreement to permit another person into the storage room without requiring them to log in to the system that the responsibilities and liability remains with the first Renter who did not follow this agreement. Renter agrees to pay damages for any losses described herein within their signed responsibility. Renter agrees in an emergency to call 911. Renter agrees to log phone numbers 562 397-0999 and 562 434-099 into their cell phone and call if they see something that needs immediate attention or if there is a renter who does not follow policy or is problematic. Renter agrees that Concessionaire has thoughtfully and meticulously considered the protection, safety, ease of use in utilizing the highest quality of products available and is in agreement to hold Concessionaire harmless for any interruption of activity due to malfunction of devices including hardware, software, internet and utilities or any other problem that may arise. Renter agrees to resign a revised agreement or attend an additional training session or remove their board for any period of time for purposes of upgrades of any type that may or may not arise. Renter is in agreement that the Concessionaire has full right to consider rebate for any down time and without any rebate requirement whatsoever.

A private bay is an individual rack for one board. A “share bay” is a rack that can hold 3 or 4 boards, and it is recommended that you know and trust the board owners in the “share-bay”. You should have at least 3 persons willing to sign up for the “share-bay” or be willing to be introduced to another wanting the same at your own risk.

Renter agrees to the price of (Check One): \_\_\_ \$25 per month for a "share bay" lockup \_\_\_ \$30 per month for a private lockup bay \_\_\_ \$5 per month insurance coverage. Renter agrees to enroll in the automatic payment program secured by Authorize.net. Concessionaire does not hold any credit card information. Payment will be automatic on the 5<sup>th</sup> of each month and the term is for one year. Early removal must be in writing & emailed to [storage@standuprentals.net](mailto:storage@standuprentals.net). Register: [WWW.STANDUPRENTALS.NET](http://WWW.STANDUPRENTALS.NET) Board Storage.

**Insurance Optional:** Coverage for fire, theft and substantial damage - \$200 deductible. There is no coverage when the board is not in the storage room.

**Early Cancellation by Renter:** Agreement is for a period of one-year. If renter opts out in advance of the 12 month period and renter agrees to pay a one month payment penalty charge for the month after the board has been removed. Renter agrees to notify Concessionaire in writing 30 days in advance of cancellation, and agrees to remove their board on or before the date of cancellation. If Renter desires to opt out in advance of a 30-day notice, Renter agrees that the one-month charge will still apply and agrees for Concessionaire to require and accept payment. Renter also agrees after incurring a one-month charge to an additional \$6 per day charge for not removing their board after stated cancellation date or non-stated cancellation. Non-payment is considered cancellation; however concessionaire may consider a one-time partial waiver at concessionaires' sole option.

**Revolving Account:** Renter agrees to automatic one-year renewal by notice or by not giving notice, and boards remaining after a one year period will renew for an additional year.

**Fee Structure Guarantees:** Concessionaire commits to maintain a reasonable fee for monthly storage. Concessionaire guarantees not to increase the fees for the one-year period contract signed by renter as long as there is no interruption in payment and proper conduct is maintained as explained in this contract.

Even if Concessionaire decides to raise the fees at the end of the first year, Concessionaire guarantees that there will not be any increase in fees for the first 40 renters as long as they store their board without interruption in payment. Example: If the "share-bay" fee is \$25, and we raise it to \$35, it will remain at \$25.

**Non-payment by Renter:** Renter agrees that in the event of non-payment, Renters' access will be cancelled until payment is received, and required payment for access will include all back payment in addition to the 30-day notice monthly charge. Renter also agrees to an additional \$5 per day charge for not removing their board after stated cancellation date or non-stated cancellation.

**Cancellation by concessionaire:** Concessionaire reserves the right to cancel this agreement with 30 days written notice and Renter agrees to remove their board by the 30<sup>th</sup> date specified.

Renter will provide their own lock for their individual rack. The lock must have protective wrap on cable or chain and fit in the provided eyelets and approved by Concessionaire. Lock cannot have any hard edges that may cause a scratch in any paddleboard in the process of being stored on premise. Concessionaire can make recommendations where to obtain proper locks, and the lock used is the responsibility of the Renter.

Renter must follow rules and laws of the City of Long Beach and laws of the waterways. Renter must also respect the privilege afforded to the Stand Up program the other paddling clubs, and consider that the other clubs were established in this location first, and the mutual respect of all clubs is necessary for the survival of all of us!

Mahalo Nui Loa

\_\_\_\_\_  
Agreed by (Print Name)

\_\_\_\_\_  
Signature

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Month Day Year