



## **2012/2013 UMass Lowell Boathouse**

### **USER AGREEMENT**

This User Agreement is made this   1st   day of   July 2012   (the "Effective Date") by and between the **University of Massachusetts, Lowell**, (the "University") and the **Merrimac River Rowing Association, Inc.** ("MRRA") with an address of - MRRA, PO Box 1909, Lowell, MA 01853, collectively (the "Parties").

The University grants permission for MRRA to use the UMass Lowell Boathouse (the "Boathouse") in accordance with the terms and conditions of this User Agreement

#### **MRRA Mission:**

The Merrimac River Rowing Association (MRRA) is a non-profit rowing club affiliated with the US Rowing Association. Membership is open to the public for all ages appropriate for rowing. The Association's objective is to encourage the amateur sport of rowing, both in its competitive and recreational forms, through active rowing, training, regattas, social and organizational participation.

#### **Terms:**

MRRA is entitled to the following:

1. One half of the street side bay & hanging rack spaces in the street side bay, center bay, and two spaces in the river side bay to store shells. All storage of shells must allow unimpeded access to the existing top racks of the UML & LHS boat storage areas.
2. Storage of oars, and misc. equipment.
3. Access to docks, showers, locker rooms, bathroom facilities.
4. Storage area for *TRR* equipment.
5. Scheduling privileges for regattas, club activities and programs, etc per approval of the Boathouse Director.
6. UML will provide custodial coverage for all regattas at no extra charge so long as the \$2.00 per participant launching fee is paid.
7. Use of conference room, deck, and lobby must be requested at least one day prior to event.
8. The MRRA is permitted to run adult community rowing programs at no additional fee.
9. A user fee of 12.5% of the revenue for all youth related programs will be paid in two installments per year. July 1, 2012 and December 1, 2012
10. Outdoor Storage of 6 singles inside the dock area.
11. No additional shells are permitted to be stored inside the boathouse during the rowing season without prior written approval.

**Term of this User Agreement:**

This agreement shall be in force for twelve months, commencing July 1, 2012 and ending June 30, 2013. The MRRA has the right to terminate this contract on December 1, 2012.

**Safety Standards**

- MRRA commits to comply with all policies and procedures outlined in the *Bellegarde Boathouse Policies and Procedures Manual*
- MRRA must provide appropriate stairs in order to safely access boats on upper racks.
- Isles must be clear of items at all times.
- Shells must not be stored in slings overnight without prior written approval.
- All hanging racks must be stored in the raised position if unattended.
- Card access is strictly limited to designated card owner.

**Compensation**

In consideration for said use, MRRA agrees to pay the University a fee user fee totaling \$14,400, \$2 per paid participant launch fee for all paid participants in MRRA hosted regattas using the boathouse/docks and 12.5% youth rowing fee. The user fee will be made in 3 equal payments on July 1, 2010, October 1, 2010 and April 1, 2011. The launch and youth program fees will be invoiced on a per event basis.

**Maintenance**

MRRA shall exercise due care in the use of the Boathouse and the Premises. MRRA shall maintain the Boathouse in as good condition as when it was received and shall be liable to University for any damages occasioned to said Boathouse or the Premises resulting from MRRA use.

**No Personal Liability**

The trustees or employees of the University shall not be charged personally or held contractually liable by or to MRRA under any term or provision of this Agreement or because of any breach thereof.

**Insurance Requirements.** Within ten (10) business days prior to the execution of this User Agreement, MRRA shall furnish the University with certificates of insurance evidencing the below referenced insurance policies. The certificates shall contain an unequivocal provision that the University shall be given thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage. MRRA shall purchase, at their own expense, and maintain throughout the term of this User Agreement adequate insurance coverage, to include but not be limited to, the following types and amounts of coverage:

- a. The following minimum insurance coverage is required.
  - i) Commercial General Liability Insurance including contractual liability coverage specifically covering this User Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, death and property damage of at least one million dollars (\$1,000,000) per occurrence and \$3,000,000 in the aggregate. The policy must be endorsed to include the University as an additional insured. Certificate of insurance must indicate the dates MRRA is contracted to use the Boathouse.
- b. All insurance maintained by MRRA pursuant to this User Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts.
- c. All insurance maintained by MRRA shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing.

- d. If MRRA is unable to produce a Commercial General Liability insurance certificate, naming the University as an additional insured, User will be responsible for any property damaged caused by MRRA, to University property. All subrogation claims will be submitted to User at address indicated below.
- e. MRRA shall provide proof of insurance with US Rowing.

**Indemnity.** MRRA shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the use of the Boathouse by MRRA, its agents, servants, employees, or subcontractors under this Use Agreement, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, death, pecuniary injury, damage to real or tangible personal property, including loss of use resulting there from and is caused in whole or in part by any intentional, willful, or negligent acts or omissions of User, its employees, servants, agents, or subcontractors.

The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth, the University that would otherwise exist. The University shall give MRRA prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this User Agreement.

IN WITNESS WHEREOF, the Parties have caused this User Agreement to be executed by their respective duly authorized officers as of the date written below.

**For: University of Massachusetts Lowell**

By: Peter J. Murray  
(Name)

Peter J. Murray  
(Name Printed)

Dated: Peter J. Murray

**For: Merrimac River Rowing Association, Inc.**

By: Karen Scammell  
(Name)

Karen Scammell, President  
(Name Printed)

Dated: 8-6-12