



## 2011 UMass/MRRA Rowing Equipment Agreement

### USER AGREEMENT

This User Agreement is made this 23 day of March 2011 (the "Effective Date") by and between the **University of Massachusetts, Lowell, Men's Crew Team, the University of Massachusetts, Lowell, Women's Crew Team** (collectively 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 rowing equipment (the "equipment") in accordance with the terms and conditions of this User Agreement

#### Terms:

MRRA is entitled to the following:

- The use of 2 eights, 3 fours and a pair/double in compliance with the included usage, compensation and requirements.
- Usage of specified sweep oars to accommodate each of the shells in use at a particular time.
- Incidental use of substitute or other rowing equipment.
- MRRA guests, to the extent of the existing club policies (3 or less rows a year), will be allowed to participate in the mentioned programs below.
- UML athletes and coaches can row with the MRRA Sweep Program upon invitation from the MRRA.

#### Named Equipment

This agreement is primarily for the following equipment ("listed equipment"). Substitutions and incidental usage of equipment ("incidentally used equipment") mutually agreed upon by the parties will be additionally handled by this agreement. (Collectively referred to as "the equipment"). The Fluid Pair has already been identified for incidental use.

- Stealth 8+ (Resolute)
- Begley 8+ (Resolute)
- Polcari 4+ (Vespoli)
- McGowan 4+ (Vespoli)
- Resolute 4+
- Oars
- Fluid Pair/Double [Incidental Use]
- The "barge" [Incidental Use]
- Cox Boxes [one per boat]
- Trailer [incidental]

**Term of Agreement:**

This agreement shall be in force for the 2011 rowing season.

**Safety Standards**

- MRRA commits to comply with all policies and procedures outlined in the *Bellegarde Boathouse Policies and Procedures Manual*.

**Program Usage**

This agreement provides use of the equipment for the following programs within the specified timeframes. Exact, daily scheduling of equipment will be mutually agreed by the parties and are outside this document.

- Open Sweep Program – Entire rowing season approximately 3 times a week.
- Masters Sweep Program – June, July and August with possible extension through October, approximately 2 times a week.
- Learn to Sweep Program – June, July and August approximately 2 times a week.

The MRRA will be responsible for a best effort of tracking actual usage of equipment and make these statistics available to any party upon request within 5 days notice.

**Compensation**

In consideration for said use, MRRA agrees to pay the University a fee according to the following program participation metrics:

- Open Sweep Program - \$238/participant
- Masters Sweep Program - \$21/participant/session
- Learn to Sweep Program - \$32/participant/session
- \$25/hull – when trailering boats to a non-UML attended event.

**Equipment Insurance**

As part of this agreement the MRRA will ensure that the listed equipment is fully insured for use by all parties. Additionally, the MRRA will ensure that incidental usage equipment is additionally insured to full value during that use.

**Damage**

Equipment is to be maintained in rowable/ raceable condition by all parties at all times. The University will maintain an onsite inventory of typical maintenance parts. In the case of MRRA usage of this inventory, the MRRA is responsible for replenishment of the inventory in a reasonable timeframe.

A best effort is to be maintained by all parties to recognize and immediately notify all parties of damage to equipment. It is the responsibility of the party that incurred the damage to arrange a prompt repair of the equipment. The extent of the repairs are to be made with the equipment owners approval. The damaging party is responsible for the payment of the repair or the insurance deductible whichever is less.

**Terms of payment**

The MRRA agrees to pay the University according to the listed compensation fee schedule. Funds for the full insurance of the listed equipment will be considered as part of the payment schedule. The remaining balances, if any, will be paid in three (3) payments on or about the first day of May, August, December in 2011. The division of payment between the UML Men's Program and UML Women's Program are the responsibility of the University. The University will notify the MRRA of this division, if any.

**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:

- 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 include the dates MRRA is contracted to use the stated rowing equipment.
- 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. MRRA shall provide proof of insurance with US Rowing.
- d. MRRA shall provide insurance for the listed rowing equipment as well as insurance or insurance for incidental use of other rowing equipment.

**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 rowing equipment 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: [Signature]  
(Name) – UML Women's Program

Veronica Platzer  
(Name Printed)

Dated: 3/23/11

By: [Signature]  
(Name) – UML Men's Program

David Cormier  
(Name Printed)

Dated: 03/23/2011

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

By: [Signature] as Pres MRA  
(Name)

JAMES J FEENEY JR  
(Name Printed)

Dated: 3/23/2011