



2026 Key Biscayne Beach Club Watercraft Storage Agreement

MEMBER NAME: _____ PHONE # _____

MEMBER ADDRESS: _____

EMAIL: _____ ALT EMAIL: _____

EMERGENCY CONTACT NAME: _____ PHONE # _____

WATERCRAFT: ☐ SUP SPACE# _____ ☐ KAYAK SPACE # _____

This Storage Agreement (Agreement) is entered between The Key Biscayne Beach Club ("KBBC") and the undersigned KBBC Member ("Member") as of the date the Agreement is executed on behalf of the KBBC. (KBBC and Member shall each be referred to as a "Party" and collectively as "Parties")

Whereas, the KBBC has on its premises racks ("Racks") for the specific purpose of storing stand-up-paddleboards ("SUPs") and/or kayaks (SUPs and kayaks shall collectively be referred to herein as "Watercraft"), and

Whereas, the Member desires to store his/her Watercraft in the Racks,

NOW THEREFORE, inconsideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledges by each Party, intending to be bound hereby agree as follows:

Terms and Conditions

1. Member shall pay the annual fee of **\$200 per year plus tax for a Single Rack/SUP** or **\$300 per year plus tax for a Double Rack/KAYAK** for the privilege of storing 1 KAYAK or 2 SUPS in a specifically assigned space in the Racks. The fee shall be non-refundable. The watercraft **MUST** fit in the rack assigned without encroaching on your neighbor's space.
2. A member who accepts an offer to rent a storage space must sign the rental agreement and pay in full within 30 days of receipt of such notification or he/she will forfeit their opportunity and will have to request to be waitlisted (he/she will go to the bottom of the waiting list); A member that signs a contract for a storage space has 3 months to use the asset. Failure to do so will result in forfeiture of the use of the storage space, forfeiture of the annual \$200.00 or \$300.00 + tax fees they paid. That person may request to be waitlisted (in which event they will be placed at the bottom of the waiting list).
3. The Watercraft stored at the KBBC must be owned by the Member who must be in good standing at the KBBC, current in all payments of dues and other fees and charges.
4. The Member shall keep on file, and update as required, an emergency contact with contact information (i.e. phone and email).
5. The Member must remove the Watercraft from the KBBC premises within 48 hours of the issuance of a hurricane watch for Miami-Dade County. Members who do not timely remove their Watercraft obstruct the KBBC storm preparations and are subject assessment of fines. Failure of the Member to remove their Watercraft from the KBBC premises PRIOR to issuance of a hurricane warning are subject to confiscation of their Watercraft, in KBBC's sole discretion, and assessment of fines. By signing below the Member hereby waives any claim against the KBBC in connection with their Watercraft and releases the KBBC from all liability in connection with the confiscation of the Member's Watercraft. Moreover, the Member will be liable to the KBBC for any damage to the KBBC property, including but not limited to buildings, windows, doors, caused by the Member's Watercraft which was not timely removed from the KBBC premises as required herein.

6. The Member hereby acknowledges and agrees that he/she has read the Watercraft Rules and Regulations ("Rules and Regs") which are posted on the KBBC website, that he/she will comply with the Rules and Regs as amended from time to time and will comply with all KBBC Standard Operating Procedures ("SOPs") as may be posted from time to time.
7. The Member hereby releases and holds the KBBC harmless from any claim it may have now or in the future against the KBBC, including but not limited to claims against the KBBC officers and directors, management, and staff, for all liability whatsoever including personal injury and injury to property. The Member hereby agrees to defend and indemnify the KBBC, including the KBBC officers and directors, management, and staff, against any claim asserted against the KBBC by Member or any other person, whether or not a KBBC Member, for any damage to person or property caused by or in connection with the storage and/or use of the Member's Watercraft at the KBBC.
8. The Member is strictly liable for any injury or damage to person or property of the KBBC or other KBBC Member or Member's guest caused by the storage and/or use of the Member's Watercraft at the KBBC.
9. The Member agrees and acknowledges that the KBBC does not warrant, guaranty, or make any representations to the Member with regard to the security of storing the Member's Watercraft and that the Member stores his/her Watercraft at the KBBC at their own risk.
10. The KBBC reserves the right to terminate this Agreement with or without cause whereupon the Member shall remove his/her Watercraft from the KBBC premises. If the termination is with cause, the Member shall remove the Watercraft from the KBBC premises within 48 hours of the receipt of the notice of termination which may be given orally or in writing (including electronically). If the termination is without cause, the Member shall be given 14 days advance written notice which may be by U.S. Mail or electronic and the Member shall be reimbursed the annual fee on a pro rata basis.
11. This Agreement shall not automatically renew.
12. By executing below, the Member agrees to the terms and conditions set forth herein above.

In Witness Whereof, the Parties have executed this Agreement this____ day of_____, 2026.

Key Biscayne Beach Club Member

Signature

Print Name

Key Biscayne Beach Club Manager