

**CITY OF PORTSMOUTH**  
**Temporary, Conditional, Revocable License**  
**Agreement for use of Kayak/Paddleboard (“Agreement”)**

The City of Portsmouth Recreation Department rents rack space for storage of personal kayaks and paddleboards on a first come, first served basis for a nominal fee. To obtain a rack, I understand I need to complete an application and agree to the following temporary, conditional, Revocable License Agreement. Until all steps are completed there is no guarantee of rack space.

**\*Please initial each item and sign below to confirm your acceptance of terms and conditions of this Agreement\***

In consideration of receiving this temporary, conditional, and revocable license to use a rental rack (“Equipment”) provided by the City of Portsmouth, the undersigned:

- \_\_\_\_\_ Understands this agreement constitutes a license to use storage provided by the City of Portsmouth and that such license is temporary, revocable and conditional in nature. As such, the City of Portsmouth reserves the right and authority to revoke the license in its sole discretion at any time without penalty or liability, and to impose conditions upon the license in the public interest.
- \_\_\_\_\_ Understands and agrees that this license is issued solely to the undersigned renter and such license is not transferable and that nobody but the undersigned may use the storage without a separate agreement.
- \_\_\_\_\_ Agrees to observe all applicable guidelines and rules set by the City of Portsmouth and its officials, employees, agents, volunteers and representatives and further agrees to conduct themselves in a safe and prudent manner so as not to endanger the lives of persons or property of any individual. The undersigned understands that failure to follow safety rules, guidelines or directives of the City of Portsmouth will result in immediate revocation of this Agreement.
- \_\_\_\_\_ Represents that the renter is capable of safely operating and handling of the Equipment. The undersigned further represents that they have adequate skills, knowledge and experience to safely use or operate the equipment.
- \_\_\_\_\_ Agrees to inspect rack/Equipment prior to use and notify the City if equipment is not in good working order, condition and repair.
- \_\_\_\_\_ Agrees to purchase own locking system so that the kayak or paddleboard can be locked to the equipment at all times when not in use.
- \_\_\_\_\_ Agrees to lock kayak/paddleboard to the Equipment at all times and that the City of Portsmouth will not be responsible for any damage or loss of personal equipment related to use of or storage of Equipment.
- \_\_\_\_\_ Agrees the City of Portsmouth is not responsible for any damage to the renters Kayak or Paddleboard including vandalism, weather and normal wear and tear.
- \_\_\_\_\_ Agrees to have kayak or paddleboard locking system removed from the Equipment at designated end of season time. Failure to remove personal equipment and the locking system at the designated end of season date will constitute abandonment of such personal property and the locking system which may be removed by the City of Portsmouth and disposed at City’s sole discretion.
- \_\_\_\_\_ Assumes full responsibility for and risk of bodily injury or property damage and releases, waives, discharges and covenants not to sue the City of Portsmouth, its officials, employees, agents, volunteers or representatives from all liability to the undersigned, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property of the undersigned and any claim or demands therefore on account of injury to the person or property of the undersigned.

\_\_\_\_\_ Agrees to protect, indemnify, save, defend and hold harmless the City of Portsmouth, including its officials, agents volunteers and employees (“Indemnified Parties”) from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of accident, bodily injury, personal injury, death of person, economic injury or loss or damage to property arising directly or indirectly, out of, in connection with or as a result of undersigned’s use of the Equipment and even if caused part by any negligent act or omission of the indemnified parties.

**NON-COMPLAINACE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OF OR DAMAGE TO EQUIPMENT, AND/OR PROHIBITION FROM FUTURE USE OF CITY EQUIPMENT.**

**I HAVE READ THIS TEMPORARY, REVOCABLE LICENSE AGREEMENT OR HAVE HAD IT READ IT TO ME. BY MY SIGNATURE BELOW, I AGREE TO AND UNDERSTAND I AM BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.**

\_\_\_\_\_  
Signature of Undersigned

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Undersigned

\_\_\_\_\_  
Date