



**TOWN OF DURHAM, NEW HAMPSHIRE
JACKSON'S LANDING COMMUNITY KAYAK & PADDLEBOARD RACK
LICENSE AGREEMENT**

Seasonal Storage License Agreement

The Town of Durham ("Town"), through the Durham Parks & Recreation Department, grants the individual identified below ("Licensee") a temporary, revocable license to use an assigned kayak/paddleboard storage rack at Jackson's Landing, subject to the terms and conditions of this Agreement.

This Agreement is a license only and does not create any leasehold, property interest, or exclusive right of possession.

Licensee Information

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Emergency Contact: _____

Phone: _____

Equipment Information

Type of Watercraft:

☐ Kayak

☐ Paddleboard (SUP)

Color: _____

Manufacturer/Model: _____

Assigned Rack Number: _____

Season: August 5- October 12, 2026

License Terms

1. License

The Town grants the Licensee permission to store one (1) kayak or paddleboard in the assigned storage space during the designated storage season.

2. Revocable License

This Agreement is a temporary, conditional, and revocable license. The Town may suspend or revoke this license at any time, with or without cause.

3. Non-Transferable

This license is personal to the Licensee and may not be assigned, transferred, shared, or sublet.

Storage Season

The seasonal storage period shall be:

Opening Date: August 1, 2026

Closing Date: October 12, 2026

All equipment, locks, and personal property must be removed by the closing date unless otherwise authorized in writing by Durham Parks & Recreation.

Items remaining after the closing date will be considered abandoned and will be removed and disposed of by the Town without compensation.

License Fee

☐ Complimentary Community Pilot Program (2026 Season)

The Town is providing rack use at no cost for the remainder of the 2026 season as part of a pilot program.

Beginning in future seasons, annual rental fees may apply and will be established by the Durham Parks & Recreation Department.

Licensee Responsibilities

The Licensee agrees to:

- Use only the rack assigned by Durham Parks & Recreation.
 - Supply and maintain their own lock.
 - Keep the watercraft securely locked whenever it is stored.
 - Store only one watercraft in the assigned rack unless otherwise authorized.
 - Clearly display any permit or identification issued by the Town.
 - Maintain the storage area in a clean and orderly condition.
 - Immediately report any damage to the rack or surrounding facilities.
 - Remove all personal belongings from the rack when not in use.
 - Comply with all Town ordinances, park regulations, posted rules, and instructions from Town staff.
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Prohibited Uses

The Licensee shall not:

- Store trailers, carts, paddles, life jackets, or other personal property on or around the rack.
- Modify, drill into, paint, or alter the storage rack.
- Use the rack for commercial purposes.
- Store abandoned, unsafe, or damaged equipment.
- Interfere with another user's assigned storage space.

Condition of Facilities

The Licensee accepts the storage rack in its existing condition.

The Licensee agrees to inspect the rack prior to use and immediately notify Durham Parks & Recreation of any unsafe conditions.

Assumption of Risk

The Licensee understands that kayaking, paddleboarding, boating, and use of waterfront facilities involve inherent risks, including serious injury or death.

The Licensee voluntarily assumes all risks associated with:

- Accessing Jackson's Landing
- Launching and retrieving watercraft
- Storing equipment
- Using Town-owned facilities

Release of Liability

To the fullest extent permitted by law, the Licensee releases, waives, and forever discharges the Town of Durham, its officers, employees, volunteers, boards, committees, and agents from any and all claims, demands, damages, causes of action, or liability arising from or related to:

- Theft
 - Vandalism
 - Fire
 - Flooding
 - Wind
 - Weather
 - Acts of nature
 - Falling trees or branches
 - Damage caused by other users
 - Loss of personal property
 - Personal injury
 - Death
 - Any use of the kayak rack or Jackson's Landing facilities.
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Indemnification

The Licensee agrees to defend, indemnify, and hold harmless the Town of Durham, its officers, employees, volunteers, and agents from any claims, damages, losses, expenses, attorney's fees, or liabilities arising from the Licensee's use of the storage rack or violation of this Agreement.

No Bailment

The Town is not accepting custody or control of the Licensee's property.

Storage of equipment at Jackson's Landing is entirely at the Licensee's own risk.

The Town is not responsible for theft, damage, deterioration, weather-related loss, vandalism, or any other loss involving stored equipment.

Termination

The Town may terminate this Agreement immediately with or without cause. The Town shall terminate this Agreement immediately if:

- Any provision of this Agreement is violated.
- False information is provided.
- The Licensee creates an unsafe condition.
- The Licensee interferes with public use of the facility.

Upon termination, the Licensee shall remove all equipment within 48 hours. Failure to do so will result in the Town removing and disposing of any and all remaining equipment.

Acknowledgement

By signing below, the Licensee certifies that:

- They have read and understand this Agreement.
 - They agree to abide by all Town rules and regulations.
 - They understand this is a revocable license.
 - They voluntarily assume all risks associated with participation.
 - They release and indemnify the Town as described herein.
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Licensee

Printed Name: _____

Signature: _____

Date: _____

Town of Durham

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Durham Parks & Recreation Office Use Only

Rack Number: _____

Date Issued: _____

Expiration Date: _____

Staff Initials: _____

Notes: