



Weather Oar Knot Marina

Storage Lease Agreement

This lease is hereby entered into by and between Weather Oar Knot Marina, DBA hereinafter referred to as Lessor and _____, hereinafter referred to as Lessee.

Lessor and Lessee do hereby agree to the following:

1. The Lessor hereby leases unto Lessee, inside Space Number _____, Size _30', or outside parking within the secured area (hereafter sometimes referred to as premises) to be used for boat or recreational vehicle storage including its contents, attachments, equipment and any trailer, beginning on the _____ day of _____, 2016 for a period of _____ months. Lessee may not, under any circumstances store explosive, toxic and/or highly flammable or hazardous materials and/or goods.

2. The Lessee will pay to the Lessor the sum of \$_____ for the lease period in advance of the first day of the lease period. There will be no refund of rents for any reason. Lease agreement is not automatically renewed.
3. Storage of the boat or recreational vehicle shall be at the Lessee's own risk. Lessee shall maintain adequate insurance on the boat or recreational vehicle and shall take all necessary precautions to secure the boat or recreational vehicle while stored on Weather Oar Knot Marina premises.
4. The storage area is provided in an "AS IS" condition. Storage shall be limited to one boat per space, except that up to two personal water crafts (PWC) can be stored together on a single trailer designed for such a purpose.
5. It is agreed and understood that it is the responsibility of the Lessee to assume the sole risk of loss for all physical damage to his, her, or their property and boat or recreational vehicle stored, kept, or maintained on, in, or around said premises against such risks including, but not limited to fire, lightning, smoke, perils of windstorm, hail, explosion, burglary, robbery, theft, damage by freezing, extreme high temperatures, water, rodents, or insects, any acts of God or otherwise. Lessor also shall not be liable for any such losses due in whole or in part to conditions, acts or omissions done or permitted by Lessee, and Lessor shall not be responsible to Lessee, his invitees, agents or employees for damage to any person or property caused by the above.
6. Although Lessee shall be entitled to the exclusive occupancy of a storage space at the Lessor's facility, Lessor may move the boat or recreational vehicle to different spaces in its storage area. Every effort will be made to notify the Lessee in advance of such movements unless conditions require immediate action.
7. Lessee agrees to indemnify and hold Lessor harmless of and from any such damage, loss, cost or expenses. Any insurance which may be carried by the Lessor and Lessee against any loss or damage to the building or its contents and other improvements situated on the demised premises shall be for the sole benefit of the parties carrying such insurance. Lessee further agrees to indemnify Lessor and hold him harmless from any loss, expense, and/or claims arising any loss or damage that may be occasioned by or through any act or omission of Lessee.
8. Lessor shall have the right to terminate this Lease Agreement upon notification to Lessee that he or she is in default of the terms of this Lease Agreement or in violation of the rules and regulations of Lessor. Written notice shall be given to the Lessee at the address set forth in this Lease Agreement, and Lessee will have ten (10) days from the date of such default or violation to cure the default or

violation and to remove the boat or recreational vehicle. Lessee agrees that such removal must be made during normal working hours. In the event that the Lessor terminates this Lease Agreement, lease payments will be prorated and any excess shall be refunded after the deduction of impound fees, costs incurred by Lessor and any other amounts owed to Lessor by Lessee.

9. In addition to such liens and remedies provided by law to secure and collect lease payment, Lessor is hereby given a lien upon all of the Lessee's property and boat or recreational vehicle, now or at any time hereafter stored on, in or around said premises and in case of default in payment of said lease payment by Lessee, **Lessor is authorized to seize and take possession of said property and boat or recreational vehicle**, and after due notice to Lessee, if the lease payment is not paid within the time specified in said notice, sell said property and boat or recreational vehicle at public or private sale, for the payment of said lease payment. From the proceeds of such sale, Lessor shall satisfy his lien and the reasonable costs of such sale. The balance, if any, of such proceeds, shall be paid to Lessee. Said notice shall be in writing and shall be delivered in person or by certified letter addressed to the last known address of the Lessee on record with the Lessee, and shall contain a demand for the payment of said lease payment. The requirement of reasonable notice shall be met by the mailing of said notice, postage prepaid to the said address of the Lessee at least five (5) days prior to date of sale or disposition.
10. Lessee shall furnish Lessor, in writing, any change of address or telephone number. Lessor will not be responsible for wrong change of address or telephone number.
11. Any property which shall remain on the premises after the expiration date or termination of the lease shall be deemed to have been abandoned and either may be retained by Lessor as its own property or sold as provided for in paragraph nine (9) hereof.
12. CANCELLATION: This Lease Agreement may be cancelled by either party by the sending of a written Notice of Cancellation 30 days prior to the effective date of cancellation. All amounts due the Lessor, including but not limited to, storage, maintenance, repairs, parts or other services must be paid before the boat or recreational vehicle can be removed from the Lessor's facility. In the event the boat or recreational vehicle remains at the Lessor's facility after the effective date of cancellation, Lessee agrees to pay storage fees in effect at the time of cancellation.
13. Lessee agreed to abide by the following rules and regulations:

- a. The space shall be used for no unlawful use
- b. No storage of animals, explosives, compressed fuels, inflammable or contraband. No storage of contents, which may violate Board of Health Regulations or any other requirements of any governmental agencies. No storage of food, feed, seed, hay or any other edible items.
- c. Lessee must dispose of any trash in cans or dumpster.
- d. Lessee shall not do any automotive or maintenance work on boat or recreational vehicle while in storage area.
- e. Lessee shall not store any toxic substances or materials, tires, batteries, paint, oil, grease, gasoline or any other hazardous material nor store or release any pollutants of any kind in the storage area.

IN WITNESS HEREOF, the undersigned have executed this Lease Agreement the day and year first above written.

Lessee:

Lessor: Weather Oar Knot Marina

Address: _____

City, State, Zip _____

Phone: _____