



Phone: 989-894-4000

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STORAGE RENTAL AGREEMENT

Parties

LANDLORD: Bay City Boat & RV Storage
Mailing Address: 3013 N. Water
Bay City, Michigan 48708

TENANT: Name: _____ Alternate contact:
Address: _____ Address:
City, State, Zip: _____ Phone Number:
Phone Number: _____

Dated: _____

Premises Location: 3013 N. Water, Bay City, Michigan

RENTAL AGREEMENT

This agreement dated _____ between _____ (hereinafter referred to as "TENANT") and Bay City Boat and RV Storage (hereinafter referred to as "LANDLORD").

LANDLORD does hereby rent to TENANT storage space number _____ approximately (WIDTH Ft. x LENGTH Ft.) of storage area, the exact location to be determined by Landlord, and which location may be changed from time to time by Landlord in Landlord's discretion, as follows:

MANAGEMENT acknowledges receipt of the first (1st) month's rent (which has been prorated to the first (1st) day of next month where applicable). All payments made to LANDLORD pursuant to the agreement shall be applied first to administrative and late charges, then the balance to accrued and unpaid rent, this agreement shall expire on the last day of each month and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE NEXT PAGES. Rental payments made after day 10 of the month are subject to a \$5.00 Late Charge. Rental payments made after the 15th of month are subject to an ADDITIONAL \$10.00 late charge. Mailed payments must be postmarked by day 10 of the month to avoid a Late Charge. A returned Check is subject to a charge of \$25.00 There is a one-time \$2.50 non-refundable administrative fee charged when Tenant signs this lease.

Stored Unit description:

Liscense or Registration # _____

Term & Rent

The term of this tenancy shall commence on the _____ (commencement date), and shall continue, unless earlier terminated, as follows (check one of the following options):

- Annual - Per annual term, payable to Landlord in advance and non-refundable upon Tenant's occupancy of the storage space. Any holding over by Tenant after anniversary date shall create a monthly term at a rent to be determined by Landlord consistent with rates then in effect. Removal prior to anniversary date from inside storage may result in Tenant being assessed an additional fee to be determined by Landlord; or
- Seasonal, Winter - November 1 of current year through May 1 of following year (6 months) or a portion thereof. Any holding over by Tenant after May 1 shall create a monthly term at a rent to be determined by Landlord consistent with rates then in effect. Tenant's property shall be removed between April 15 and May 1. Removal prior to April 15 from inside heated storage may result in Tenant being assessed an additional fee to be determined by Landlord; or
- Seasonal, Summer - May 1 of current year through November 1 of current year (6 months) or a portion thereof. Any holding over by Tenant after November 1 shall create a monthly term at a rent to be determined by Landlord consistent with rates then in effect. Tenant's property shall be removed between October 15 and November 1. Removal prior to October 15 from inside storage may result in Tenant being assessed an additional fee to be determined by Landlord; or
- Monthly - \$ _____ per month, from above commencement date, on a month to month basis, payable to Landlord in advance on the first day of each and every calendar month. In addition, costs incurred by Landlord by reason of Tenant's breach of any provision of this agreement shall be deemed additional rent, and may be demanded by Landlord of Tenant at any time, or withheld from Tenant's deposit, or waived, all in Landlord's sole and absolute discretion. The basic monthly rental rate may be changed at any time by Landlord, by giving of written notice to Tenant one month before the change becomes effective.

Termination

Thirty (30) days written notice given by Landlord or Tenant to the other will terminate this tenancy. Tenant must leave the space in good condition, and is responsible for all damages. If Tenant terminates a seasonal tenancy, there is no refund due the Tenant for the remainder of the seasonal term.

Denial of Access

When rent and other charges remain unpaid for 11 days, Landlord may deny Tenant access to the facility and the storage space.

TENANT acknowledges that **LANDLORD** does not carry any insurance which in any way covers any loss whatsoever that **TENANT** may have or claim by renting the Storage Space. All property stored in the Storage space shall be at **TENANT'S** sole risk.

Insurance Obligation

Tenant, at Tenant's expense, shall maintain a policy of property damage, bodily injury and fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the full replacement value of the stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents or employees. Tenant acknowledges that Landlord does not carry insurance against losses to Tenant's property. Tenant shall provide Landlord with a certificate evidencing proof of insurance on the stored property.

Name and address of insurance agent: _____

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- Proof of insurance has been provided to Landlord.

Property Storage

Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant and which is listed on page one of this agreement. Landlord may remove any unauthorized property at Tenant's expense and without liability to Landlord. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant acknowledges that Landlord is not a warehouseman or a garageman and that nothing in this agreement or in Tenant's use of the premises will be construed as constituting a bailment agreement between Landlord and Tenant.

Tenant upon request agrees to provide to Landlord a copy of the title or registration all of the property and information of any and all parties holding any security interests or liens on the stored property.

Tenant agrees to leave a key with Landlord for each self-propelled vehicle stored at the premises, and that Landlord may move any such vehicle within the premises as necessary for the operation of the premises, for example, but not by way of limitation, to allow the placement or removal of other property to or from nearby spaces.

Key left with Landlord.

Key not applicable.

Tenant's Access

Tenant's access to the premises and the storage space may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order on and operation of the premises. Such measures may include, but are not limited to, requiring verification of Tenant's identity, limiting hours of operation, and inspecting property that enters the premises.

Tenant agrees that only the following named persons are authorized to access the premises and storage space on behalf of Tenant:

TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS ON THE NEXT TWO PAGES (4 of 5 & 5 of 5) AND AGREES TO BE BOUND BY THEM.

Executed on _____

Tenant Name: _____

By (LANDLORD Agent): _____

(Tenant Signature)

(LANDLORD Agent Signature)

(Tenant Company Name)

Lease Number: _____

(Tenant Street Address)

**Please Remit To:
Bay City Boat and RV Storage
3013 N. Water St.
Bay City, MI 48708**

(Tenant City, State, Zip)

(Tenant Home Phone)

(Tenant Work Phone)

(Tenant Drivers License No.)

(State)

Email address (will not be sold or shared): _____

Conditions

Hazardous Materials Prohibited

Tenant is strictly prohibited from storing or using materials on the premises classified as hazardous or toxic under any local, state or federal law or regulation. Tenant's obligations of indemnity as set forth herein specifically include any cost, expenses, fines or penalties imposed against the Landlord, arising out of storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests.

Release of Landlord's Liability

All personal property stored on the premises by Tenant shall be at Tenant's sole risk. Landlord and Landlord's agents and employees shall not be liable to Tenant for any damage to, or loss of, any personal property while at the premises arising from any cause whatsoever including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents, acts of God, or the active or passive acts or omissions or negligence of Landlord or Landlord's agents, and Tenant expressly waives and releases Landlord from any such claims. Landlord provides non-freeze protection to inside heated spaces. Landlord and Landlord's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage space or the premises, even if such injury is caused by the active or passive acts, omissions or negligence of Landlord, Landlord's agents, or employees.

Indemnification

Tenant will indemnify, hold harmless, and defend Landlord and Landlord's agents and employees from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are brought by others arising out of the Tenant's use of the premises.

Rules and Regulations

The following rules and regulations apply to the Tenant's use of the storage space and the premises:

1. The Tenant agrees not to conduct any major repairs or renovations to the stored property.
2. The Tenant agrees to keep stored vehicles in drivable condition and to keep trailers road worthy at all times. (Unless by prior agreement from management)
3. Motor vehicles and boats are not permitted to have engines run on the premises except for entry to or departing the storage space.
4. No portable fuel containers are allowed on the premises or in the storage space.
5. All fuel tanks must be kept full at all times and must not have any leaks.
6. No smoking is allowed in any inside storage space.
7. Walls, floors and pavement must be protected from oil or spills.
8. No sanding or painting of stored units is allowed.
9. RV's must have their propane tank(s) turned off and leave rear stabilizer jacks in the up position.
10. Stored unit may not be plugged into our 110V power outlet unless the owner is present.

Landlord shall have the right to establish or change hours of operation or to promulgate rules and amendments, or additional rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the premises. Tenant agrees to follow all of Landlord's rules and regulations now in effect, or that may be put into effect from time to time.

Waiver of Jury Trial

Landlord and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either Landlord against Tenant or Tenant against Landlord on any matter arising out of or in any way connected with this agreement, Tenant's use or occupancy of the storage space and the premises or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation.

Landlord's Right to Enter

Landlord may enter the storage space for the purposes of inspection without prior notice to Tenant whenever Landlord believes that any hazardous condition or nuisance has been created, or is occurring in the space, or for repairs, or for inspections by governmental authorities. In the event any materials are discovered which are hazardous or constitute a nuisance, Landlord may immediately arrange for their removal and disposal at Tenant's expense.

Default

Upon default by Tenant of any of the terms and conditions of this agreement, the Landlord may terminate the agreement and shall have all rights and remedies provided at law or in equity, including those available under the Michigan Self-Service Storage Facility Act, as amended, MCL 570.521 et seq. Landlord shall be entitled to recover from Tenant all expenses to enforce this agreement, to collect the rent, to collect damages for breach of this agreement, preserve property, conduct a sale, or otherwise incurred in connection with Tenant's default, including costs and attorney fees.

NOTICE: If you fail to make your required payments, you will have to vacate the unit (storage space) or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail and by certified mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us in writing of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you.

Property Left in the Storage Space

Landlord may dispose of any property left in the storage space or on the premises by Tenant after termination of the tenancy. Tenant shall be liable for paying all costs incurred by Landlord in disposing of such property. Landlord may remove Tenant's property from the designated storage space, may temporarily store the property elsewhere on the premises and may dispose of the property, without being deemed guilty in any manner of trespassing or conversion.

Notices

All notices required by this agreement may be sent to Tenant at any of the addresses given by Tenant above, by first class mail, postage pre-paid, and shall be deemed given when deposited in the U.S. mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant five days after mailing, unless returned to Landlord by the Postal Service. Tenant is responsible for notifying Landlord in writing of the change of any of the addresses given by Tenant. Landlord shall not be presumed to have received notice of any change of address unless given in writing by Tenant, and sent to Landlord at Landlord's address given above or an address changed by Landlord giving written notice to Tenant, by first class mail, postage prepaid.

No Oral Agreements

This agreement contains the entire agreement between Landlord and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant specifically acknowledges that no representations have been made with respect to safety, security or other special suitability of the storage space for the storage of Tenant's property, and that Tenant has made his or her own determination of such matters solely from inspection of the storage space and premises. Tenant agrees that he or she is not relying, and will not rely, upon any oral representation made by Landlord, or by any of Landlord's agents or employees purporting to modify or add to this agreement in any way whatsoever. Tenant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.

No Subletting

Tenant shall not assign or sublease the storage space without the written permission of the Landlord. Landlord may withhold permission to sublet or assign for any reason or for no reason in Landlord's sole discretion.

Succession

All provisions of this agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties.

Validity

If any part of this agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all remaining parts of this agreement will nevertheless be valid and enforceable in all circumstances.