

Common Storage



Individual Unit

#: \_\_\_\_\_

This Lease Agreement is made on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and is between Boat N RV Condos, herein referred to as facility, and:

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

STREET

CITY

ZIP

Phone: \_\_\_\_\_

HOME

CELL

EMAIL

1. In consideration of the rent to be paid in advance and in full, complete compliance by Tenant with the terms and specific conditions set forth hereinafter. Facility leases to Tenant the Rental and use of a certain area of footage as designated in a specific location hereinafter in Facility's indoor storage facility for the storage of the Tenant's "Boat-R.V. or other", and for no other purpose of any kind in the designated and specific space only.
  
2. Term of Lease: Facility rents on a complete monthly basis. Your term will commence on the first day of: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 This lease will automatically renew 30 days prior to expiration date unless notified per terms and conditions described herein. If Tenants "Boat-R.V. or other" is not removed at the end of the term, then Tenants "Boat-R.V. or other" shall pay to the Facility a holdover fee equal to twice the daily rate, until Tenants "Boat-R.V. or other" is removed.
  
3. In consideration of the right to store Tenants "Boat-R.V. or other" as set forth herein, Tenant shall pay to the Facility the full sum of \$ \_\_\_\_\_ 'Prepaid' at the commencement of the term. For any renewal term, Tenant shall pay to Facility the posted or published rates then existing at the commencement of the renewal term to be automatically charged to customers' credit card placed on file with facility up to 30 days in advance of the renewal date. WE DO NOT ACCEPT CASH PAYMENTS.
  
4. Tenant shall pay to the Facility a late charge of \$50.00 for any payment received by the Facility after the 5th day of any month, plus a service charge equal to 2% PER MONTH (24% APR) on all amounts remaining unpaid after the 5th day of any month. The Facility may terminate this Lease immediately without recourse if any payment due to the Facility is not made on time as described herein (time is of the essence).



5. Tenants “Boat-R.V. or other” shall not be removed while Tenants account is in a delinquent status, or if all necessary Facility documents (including but not limited to current insurance information) are not signed by Tenant and on file in the office of Facility. Any attempt to enter the unit will be fully prosecuted by the Facility, and also retains the right to remove any delinquent unit’s lock.
6. No refund shall be made to the Tenant, if Tenants “Boat-R.V. or other” is removed from the facility prior to end of the term, or any renewal term for any reason whatsoever.
7. Facility shall have a lien on the Tenants “Boat-R.V. or other” to secure payment of all amounts due to the Facility from Tenant, whether pursuant to this Lease or pursuant to any other agreement between Tenant and Facility. This lien is an additional remedy, and is not in lieu of any other remedy or payment available to the Facility.
8. The specific space assigned for Tenants “Boat-R.V. or other” shall be at the sole discretion of the Facility, and the space assigned may be changed or relocated at the sole discretion of the Facility at any time. This lease is not transferable for any reason, and rental units may not be shared or sublet for any reason.
9. For the protection of Facility, other leases, Facility personnel, invitees, guests and others, TENANT SHALL MAINTAIN AND SHALL DELIVER TO FACILITY CURRENT CERTIFICATES OF TENANT INSURANCE, including but not limited to physical property coverage and liability protection and indemnity coverage (P&I) at a minimum limit of \$300,000 and Tenants signature on this lease is a warranty and representative by Tenant that said coverage is in effect. Said insurance policies shall name Facility as an “Additional Insured.” Said insurance policies shall include a provision that the Facility shall be provided at least 30 days’ advance notice of any modification or cancellation thereof and that the insured has waived any right of recovery against Facility for any reason or cause whatsoever.

FACILITY DOES NOT INSURE Tenants “Boat-R.V. or other”, or equipment in or about Tenants “Boat-R.V. or other” against fire, theft, damage or any other manner in any way whatsoever, and shall be held harmless for the same by tenant and Facility will be held harmless for any loss, damage or peril of any kind. All boats, RV’s and other must be fully winterized upon delivery to facility, as units are **NOT** heated.

10. Tenant shall hold harmless and shall indemnify (including reasonable costs, expenses, expert witness and attorney’s fee) the Facility, it’s agents, employees, officers, directors and stockholders, against any claims or causes of action arising from or in connection with Tenants, Tenants guests’ or invitees’ actions or omissions or the Tenants “Boat-R.V. or other”, it’s equipment or other property in “Boat-R.V. or other”. The Tenant is



responsible for any damage or injury caused to the Facility, gates, walls, doors, other Boats, R.V's., vehicles or persons by Tenant's guests or invitees or Tenants "Boat-R.V. or other". Facility shall not be liable to Tenants guests or invitees, for any damages or injury caused by the neglect or reckless acts or omissions of Tenant, guest or invitee, and Tenant specifically releases Facility from any claim or cause of action arising from or in connection with Tenant, guest or invitee negligent or reckless acts or omissions. Tenant fully agrees to hold harmless Facility for any bodily or physical harm or damage to anyone for any reason.

Facility's hours of operation are posted in the Facility office and may be changed at the sole discretion of the Facility. No refund or rebate will be given when the Facility is closed for maintenance, repair, pavement sealing, weather, Boat- R.V. shows or any other reason. Facility may close at any time for snow or ice removal without notice.

11. This Lease does not include loading or unloading boats or trailers. Facility will not move Tenants boat on or off any trailer. TENANT IS RESPONSIBLE for lowering tops, antennas and lights: securing loose items in Tenants boat; and raising trim tabs, sending units and transom mounted objects (together, the equipment), prior to hauling. Notwithstanding, Facility shall not be liable for damage or destruction to said equipment for any reason. Boats must be on a trailer.
12. If Tenant breaches this Lease or defaults, the Facility may terminate this Lease without notice. Further, Facility may resort to any legal or equitable remedy to enforce its rights, and Tenant shall pay all costs, including reasonable attorney's fees (to be greater of the hourly rate charged by said attorney for 33 1/3% of the outstanding balance due to Facility at the time the matter is referred to the attorney).
13. Tenant acknowledges receipt of and agrees to comply with the Facility Rules and Regulations now in effect and those as may be modified hereinafter at Facility's sole discretion.
14. Tenant represents and warrants that all the information included in the Application for Lease and in all the other Facility documents signed by Tenant is true, accurate and part of this lease.
15. Tenant is responsible for any fuel spills in Facility, and must be familiar with and fully comply with all applicable rules and regulations regarding oil spills as set forth by New York State Department of Environmental Conservation, including but not limited to any and all remediation ordered and/or remediation costs assessed by the State of New York. A drip pan must be provided by Tenant and used under any fluid drain areas. Any damage to facility, buildings, fencing, doors, door frames, walls, pavement or any other items will be automatically replaced and repaired at the tenants expense and charged to the tenants credit card placed on file without protest.



16. If there is more than One (1) Tenant, each Tenant is jointly and severally liable for any debt, obligation or responsibility pursuant to this lease or pursuant to any agreement (including work orders) between Tenant and Facility.
17. The terms of this Lease shall be governed by the laws of the State of New York applicable to the contracts to be performed entirely within that state. Tenant(s) hereby consent to the jurisdiction of the courts of the State of New York in connection with any lawsuit, action or proceeding arising out of, or related to, this Lease. Tenant(s) hereby waive personal service of any and all process upon it and consents that all service of process is made by registered mail directed to such party at its address set forth herein. Tenant(s) waive trial by jury, any objection based on forum non convenienc and any objection to venue of any action instituted hereunder and consents to the granting of such legal or equitable relief as is deemed appropriate by the court. The parties affirmatively consent to venue of the Supreme Court, Saratoga County. Nothing in the paragraph shall affect the right of Facility to bring any action or proceeding against Tenant(s) and/or him/her/their/its property in the court of any other jurisdiction where such party maintains offices or has property.
18. To the extent permitted by law, Tenant(s) hereby waive notice of intention to accelerate, notice of non-payment, protest and diligence in bringing suit against Tenant, all non-mandatory counterclaims, and consents to any renewal, extension, or rearrangements or other indulgences with respect to this Lease at any time without notice.
19. In the event that any rental or damage payment becomes overdue or delinquent to the terms herein, Tenant irrevocably authorize the Facility to collect all or any part of the amount of the delinquency by charging any of the credit cards previously provided on record by the Tenant(s) without protest. Any rental space that has delinquent payments due for any reason will be over locked by Facility until payments are fully made by charging credit card on file with facility or certified check. Any removal or vandalism by Tenant of Facility of an over locked unit, will result in prosecution to the full extent of the law and Tenant agrees to be fully liable for all repairs, or loss of income by Facility. All units are monitored and recorded 24-7 by an offsite monitoring agency, Hart Alarm, Troy N.Y.
20. **COMMON STORAGE DROP OFF AND/OR PICK UP DAYS ARE FRIDAY, SATURDAY, AND MONDAY BY APPOINTMENT ONLY. THERE WILL BE NO PICKUP DATES SCHEDULED PRIOR TO APRIL 1ST.**
21. I have fully read and understand this lease and all of the terms and conditions contained therein.

THANK YOU AND WELCOME!



STORAGE LEASE AGREEMENT

DO NOT SIGN THIS LEASE BEFORE YOU READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF IT IN ITS ENTIRETY. YOU ARE ENTITLED TO A COPY OF THE LEASE, WHICH YOU SHOULD KEEP TO PROTECT YOUR LEGAL RIGHTS.

This contract contains five pages, make sure you have read all pages prior to signing.

_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date
_____		_____	
Facility	Date		

Item Being Stored:     BOAT     RV     OTHER \_\_\_\_\_

Registration # : \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_

Total Length (include trailer): \_\_\_\_\_ Color: \_\_\_\_\_ Plate #: \_\_\_\_\_

**- Check List -**

- 1. Copy of Registration       \_\_\_\_\_
- 2. Copy of License             \_\_\_\_\_
- 3. Copy of Insurance Certificate  \_\_\_\_\_
- 4. Keys to Item & Unit         \_\_\_\_\_
- 5. Visual Inspection          \_\_\_\_\_
- 6. Credit Card                 \_\_\_\_\_  
Authorization on File                      (MANDATORY)

**- Emergency Information -**

Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**- Alternate Contact Person -**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

Boat N RV Condos, 1428 Route 9P, Saratoga Springs, NY 12866  
(518) 583-1600 | boatnrvcondos.com