

Waters Edge Boat/RV Storage Agreement
3000 Old Alabama Road Suite 119-272 Alpharetta, GA 30022
770-557-0586

This STORAGE AGREEMENT made and entered into by and between Bailey Capital, LLLP d/b/a Waters Edge Storage of Alpharetta, GA hereinafter referred to as the “Lessor” and the undersigned referred as the “Lessee” does hereby lease boat/RV storage as described herein, subject to the following terms and conditions:

In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof. Lessor hereby rents to Lessee, and Lessee hereby takes from Lessor space on the Property known as Water Edge Storage such space being more particularly described below and being hereinafter referred to as “Premises,” for a term of four (4) months or yearly on the date specified below. This Storage Agreement shall be a for the term described below but shall be automatically extended as to Lessee to cover each succeeding four (4) months unless Lessee delivers to Lessor a written notice of its intention to terminate the Agreement as lease thirty (30) days prior to the due date of the storage payment which Lessee desires to be the final date of this Agreement. This Storage Agreement is made and entered into upon the condition and covenants as follows:

1. **Usage:** The Premises located at **5775 Charleston Park Road Cumming, GA 30041** may be used and occupied only for the purpose of storing property and for no other purpose or purposes without prior written consent of the Lessor. Lessee shall not, without the Lessor’s prior written consent, keep anything within the Premises or use the Premises for any purpose which increases insurance premium costs, or invalidates any insurance policy carried on the Premises or on other parts of the building in which the Premises is located (the “building”); or for any illegal purpose or in any manner which violates Federal, State or local regulations or ordinances. All property kept, stored or maintained with the Premises by Lessee’s sole risk.

2. **Insurance and Indemnity:** Any insurance, which may be carried, by Lessor and Lessee against any loss or damage to the Property or its contents situated on the Premises shall be for the sole benefit of the parties carrying such insurance and under its control. Lessor, their managers, employees, agents, officers, partners, directors, volunteers shall not be liable to Lessee or any other person on the Premises for any loss or damage to Lessee, it’s employees, agents or guests to the personal property of Lessee or such other person, caused by any acts of negligence whatsoever or due to any building on the Premises of its appurtenances, being improperly constructed or being or becoming our repair, and Lessee hereby agrees to indemnify Lessor and hold it harmless from any loss, expense, claims, liability and claims arising out of such **damage or injury**, including fire, explosions, theft, collisions acts of God, or any other cause nor shall Lessor be liable to Lessee for any loss or damage that may be occasioned by or through the act or omission of other Lessees of the demised Premises or of any other person whatsoever. Lessee will hold harmless, indemnify, from any litigation expenses, attorney’s fees, losses, liability, damage or cost they may incur as a result of any such claim. Lessor strongly urges Lessee to maintain insurance.

3. **Liability:** Lessee hereby accepts liability for any and all damages to and on the Premises and appurtenances and every part caused by the Lessee, his family, guest, employees or invitees, which occur during the period of this agreement.

4. **Default:** If any account is not paid as specified in Paragraphs 12 and 13, Lessor is authorized to cancel this lease agreement, impound Lessee’s property in the bay, or remove the property from the premises to any other location it chooses, all at the expense of the Lessee, and hold it as security for unpaid rental to the termination date and all other amounts due Lessor. Lessor shall be entitled to fifteen percent (15%) attorney’s fees and all other costs of collection, whether or not suit is instituted, should it be necessary to take action to collect amounts in default. Lessor shall have at all times a valid, contractual lien for all Property, sums of money becoming due hereunder from Lessee upon all items situated on the Premises and upon default by Lessee, Lessor may enter upon demised Property and take and sell the same without notice of public or private sale, at which Lessor or its assignees may purchase.

5. **Insurance:** Lessee shall agree to have his boat/RV insured by complete marine coverage, including liability. Each tenant will be held responsible for damage that he may cause to other boats or RV’s in the area or to structures or facilities thereof. Furthermore, the Lessee agrees that Lessor shall have a lien against the Lessee’s property, its appurtenances and contents, for damage caused by or contributed by the Lessees property to the premises of the Lessor or any other person.

6. **Additional Property:** This agreement covers one boat/RV. Additional boats, trailers, automobiles, and or similar property will not be left of the Lessor’s premises without a properly signed and accepted agreement. The bay shall be used for the property described below. The Lessee shall keep the area free and clear of all obstacles and shall not construct any storage lockers or cabinets or store objects in or from the rafters or make alterations the the bay without prior written approval from the Lessor.

7. **Notices:** Notice shall be in writing and shall be deemed to be delivered whether actually received or not on the part of the United States mail, postage fee paid, certified mail, or by email addressed to the parties hereto at the

Name _____ Space _____

perspective addresses below their names.

8. **Cancellation by Lessor:** Lessor may cancel this agreement any month giving Lessee notice of such cancellation at least ten (10) days before due date of storage payment of such month, provided that if Lessee is not in default. Lessor will refund any prepaid rent to Lessee for cancellation by Lessor.

9. **Emergency:** Lessor is authorized to and requested, but not obligated, in the event of emergency or other unusual conditions, to take such action as the Lessor deems necessary to property damage to the Lessee's boat/RV or surrounding property, to make reasonable changes for such actions taken, and shall not be held liable for any damage resulting from such an action. Lessee hereby grants Lessor the right and permission to move his said boat/RV from the below designated area below when the Lessor deems it necessary for safety reasons or to permit repairs to be made to the premises or adjacent area, for any reasonable purposes.

10. **Cleaning Premises:** Upon vacating the Premises, Lessee agrees to remove ALL property and clean the Premises thoroughly or to pay Lessor for the removal of Lessee's property and cleaning Premises to restore the Premises to its, condition when Lessee's possession commenced, natural wear and tear excepted regardless of whether the security deposit has forfeited.

11. **Renewal:** This agreement shall automatically be renewed on a four (4) month basis on the termination date hereof and every four months unless written notice is given by the Lessee to the Lessor not less than 30 days prior to the renewal date; provided, however, Lessor may elect not to renew this Lease for any reason, at Lessor's option. There are no refunds for early termination by Lessee.

12. **Assignment:** No assignment for sublease of this agreement or area on the premises be made except upon written approval of the Lessor. Lessee is expected and agrees to remit all payments on a timely basis. If payment is not received within five (5) days of the Due date, Lessee agrees to pay Late Payment Fee of \$25. Thereafter Lessee agrees to pay interest of one and a half (1.5%) percent per month on all unpaid rental or any other fee due Lessor from the time said rental is due. Failure to receive statement does not relieve Lessee of obligation to pay. Any Changes of address, phone numbers, emails, insurance, boat, RV, boat description, bay location, or any other changes regarding this agreement or Lessee's property requires Lessee to inform Lessor of any such changes.

13. **Storage Payment:** Payments shall be made by Automated Clearing House (ACH) or Credit Card on the date specified below. All Payments are due in advance as follows:

- (a) Per Month \$60.00/\$70.00/\$100.00, Months \$ _____ or First Full Year \$ _____
- (b) Anniversary Date: _____
- (c) Thereafter, rental shall reflect current local and regional rates and will be subject to change at Lessor's option.

Credit Card #: _____

Expiration: _____ **CVV Number:** _____ **Zip Code:** _____

Electronic Check payment to: *State Back and Trust*, ABA #: *061104123* Checking # *1000019859*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this **date:** _____

By Lessee: (sign) _____ **By Lessor:** *Thomas Barbone*

Customer Name: _____

Address: _____

Cell: _____ **Email:** _____

Boat/RV: _____ **Description:** _____

Trailer Tag: _____ **HIN:** _____ **GA Registration:** _____

Insurance Carrier: _____ **Policy Number:** _____