



Unit Size

Individual Unit

_____ FT.

#: _____

“THE RIGHT WAY TO STORE”

STORAGE LEASE AGREEMENT

This Lease Agreement is made on _____ / _____ / _____ and is between Boat N RV Condos, (G&G, LLC) here in referred to as facility, and:

Tenant: _____

Address: _____
STREET CITY ZIP

Phone: _____
HOME CELL OTHER

1. In consideration of the rent to be paid in advance and in full, complete compliance by Tenant with the terms and conditions set forth hereinafter. Facility leases to Tenant the Rental and use of a certain unit as designated in a specific location and unit number, hereinafter in Facility’s indoor storage facility for the storage of the Tenant’s “Boat-R.V. or other vehicle”, and for no other purpose of any kind in the designated and specific unit only.

2. Term of Lease: Facility rents on a complete monthly basis. Your term will commence on the first day of

_____ / _____ / _____ and end on the last day of _____ / _____.

_____ / _____ / _____ Renewal _____ / _____ / _____ Renewal

_____ / _____ / _____ Renewal _____ / _____ / _____ Renewal

_____ / _____ / _____ Renewal _____ / _____ / _____ Renewal

This lease will **automatically renew** 30 days prior to expiration date unless notified per terms and conditions described here in. If Tenants “Boat-R.V. or other vehicle” is not removed at the end of the term, then Tenants “Boat-R.V. or other vehicle” shall pay to the Facility a holdover fee equal to **twice the daily prorated rate**, plus any maintenance or repair costs until Tenants “Boat-R.V or other vehicle” is removed.

3. In consideration of the right to store Tenants “Boat-R.V. or other vehicle” 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 for any reason 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).

Initials: _____



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5. Tenants “Boat-R.V. or other vehicle” 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 and overlock unit.
6. No refund shall be made to the Tenant, if Tenants “Boat-R.V. or other vehicle” 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 vehicle” 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 vehicle” shall be at the sole discretion of the Facility, and the space assigned may be changed 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 vehicle”, or equipment in or about Tenants “Boat-R.V. or other vehicle” 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 vehicles must be fully winterized upon delivery to facility, as units are **NOT** heated.

Any damage to the tenants units such as doors, door frames, walls or floors will be repaired immediately and the cost of such repair placed on customers credit card on file with facility. Please initial below for full authorization of such a charge if necessary.

Initials: _____



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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 vehicle”, it’s equipment or other property in “Boat-R.V. or other vehicle”. 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 vehicle”. 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, 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, including auctions, 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 tenant’s expense and charged to the tenants credit card placed on file without protest fully authorized by initialing this page below.

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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 conveniens 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. I have **fully read and understand** this lease and all of the terms and conditions contained therein, without exception.

There will be a \$50 lost key charge.

THANK YOU AND WELCOME!

Initials: _____



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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 and understand all pages prior to signing.

 Tenant Date Tenant Date

 By: Facility Date

Item Being Stored: BOAT RV OTHER _____

Registration # : _____ Year: _____ Make: _____

Length: _____ Color: _____

- Check List -

- 1. Copy of Registration _____
- 2. Copy of License _____
(MANDATORY)
- 3. Copy of Insurance Certificate _____
- 4. Key _____
- 5. Visual Inspection _____
- 6. Credit Card Authorization on File _____
(MANDATORY)

- Emergency Information -

Home Phone: _____
 Cell Phone: _____
 Work Phone: _____
 E-mail: _____

- Alternate Contact Person -

Name: _____
 Phone: _____

Steve's Cell
 (518) 944-7701

G & G Boat N RV Condos, LLC
 74 Big Boom Rd.
 Queensbury, NY 12804
 www.boatnrvcondos.com

Mike's Cell
 (518) 365-6707

Initials: _____