

VEHICLE STORAGE ADDENDUM

LANDLORD/OPERATOR:

Name: _____

Address: _____

City, State, Zip: _____

Facility Phone: _____

Facility Email: _____

Facility Website: _____

TENANT/OCCUPANT:

Name (Listed on Title and Registration): _____

Address: _____

City, State, Zip: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

Date of Birth: _____

Driver's Lic. No. _____

Issuing State: _____

LEASE DATE: _____

LEASED SPACE: _____ (Tenant/Occupant acknowledges that the size of the Leased Space is approximate, as set forth in the Lease.)

This Vehicle Storage Addendum ("Addendum") is a part of and incorporated into that certain lease between the above parties ("Lease"). Terms defined in the Lease have the same meanings when used here. The Leased Space shall be used solely for the storage of a vehicle as defined in §66-1-4.11 NMSA, a trailer as defined in §66-1-4.17 NMSA and/or a vessel as defined in §66-12-3 NMSA (collectively referred to in this document as "Vehicle"). The Lease includes the additional Terms and Conditions set forth in this Addendum.

VEHICLE INFORMATION

(Circle Type of Vehicle Being Stored)

Motorhome 5thWhl Bumper Pulled/Trailer Car/Truck Boat Motorcycle Other

If Other Please Describe: _____

Make: _____

Year: _____

Model: _____

Length:(Max 24') _____

Color: _____

Vehicle Lic. No. or Boat Reg. No.: _____

State: _____

VIN/Hull No. _____

Copies of the following must be on file for the above Vehicle

Current Insurance: Circle One

Yes/Delivered to Landlord/Operator

No/Tenant/Occupant Needs to Get

Current Registration: Circle One

Yes/Delivered to Landlord/Operator

No/Tenant/Occupant Needs to Get

**LIENHOLDER INFORMATION
(If No Lienholder write "NONE")**

Name: _____

Address: _____

City, State, Zip: _____

Tenant/Occupant understands and agrees that all of the Terms and Conditions set forth below are part of this Lease.

Autos left in the Leased Space when RV's or other stored Vehicles are removed for use and trailers carrying boats (or other Vehicles) must also be identified

IMPORTANT: Tenant/Occupant shall obtain and maintain insurance protecting the personal property stored within the Leased Space against property damage (including but not limited to fire, theft or other casualty) and general liability coverage. Landlord/Operator carries no insurance protecting property stored in the Leased Space.

The following Terms and Conditions are a part of and incorporated into this Vehicle Storage Addendum.

SIGNATURES

TENANT/OCCUPANT:

X

Print Name:

Date:

LANDLORD/OPERATOR:

X

Print Name:

Date:

TERMS AND CONDITIONS

This Lease is a ground lease covering the Leased Space. The parties agree that this Lease is a lease of real property. The boundaries of the Leased Space are identified by various markers, paint, or otherwise.

1. **IDENTIFIED VEHICLES ONLY.** No Vehicle may be parked in the Leased Space at any time that has not been fully identified on an Addendum signed by Tenant/Occupant, delivered to Landlord/Operator and accepted by Landlord/Operator. Without limiting Landlord/Operator's remedies pursuant to the Lease, unidentified Vehicles stored without such consent may be towed from the Facility by Landlord/Operator at Tenant/Occupant's expense or be overlocked or restrained by Landlord/Operator.

2. **TRAILERS.** Wheels of trailers of all kinds, including campers, 5th wheels, boat, travel or utility trailers, not connected to a tow Vehicle must be "blocked". Landlord/Operator recommends that Tenant/Occupant lock all wheels on vehicles. All trailers should have hitch locks installed and used while the trailer is located in the Leased Space. Trailer tongues must be supported on an appropriate tongue support or wood block to prevent damage to parking surface. Pick-up shells and slide-in campers may be stored *off the ground* on appropriate jacks or blocks. All watercraft and/or vessels must be trailered.

3. **MISPARKING.** The Vehicle may only be parked within the boundaries of the Leased Space. **If Tenant/Occupant parks a Vehicle:**

- In an incorrect space; or
- Which exceeds the boundaries of the Leased Space; or,
- Which has not been identified to Landlord/Operator in accordance with this Addendum,

Tenant/Occupant may be charged the Misparking Fee for each day that the condition persists. Slideouts shall be kept retracted. Landlord/Operator has no liability to Tenant/Occupant for interference with the Leased Space by another Tenant/Occupant or user of the Facility. In such event, Tenant/Occupant shall not be entitled to any rent deduction or offset and it shall not constitute an event of default by Landlord/Operator under this Lease. In such event, Landlord/Operator may, but is not obligated to, provide Tenant/Occupant with temporary parking until the Leased Space can be made available. Tenant/Occupant shall return the temporarily parked Vehicle to the Leased Space within seven (7) days of notice from Landlord/Operator. Failure to return a temporarily parked Vehicle to the Leased Space within such time shall subject Tenant/Occupant to the MisparkingFee.

4. **SIGN-IN/OUT.** Tenant/Occupant must notify Landlord/Operator whenever the Vehicle will be absent from the Leased Space for seven (7) or more consecutive days. Such absence without notice to Landlord/Operator is a default under this Lease, may be deemed an abandonment of the Leased Space by Tenant/Occupant and Landlord/Operator may re-rent the Leased Space to another user without liability, refund or offset to Tenant/Occupant.

5. **HAZARDOUS MATERIALS.** Tenant/Occupant shall not permit the release or disposal of any contaminant, hazardous material, hazardous substance or substance regulated or controlled by governmental authorities. Violations will be reported to the authorities. A suitable drip pan or absorbent pad must be placed by Tenant/Occupant at Tenant/Occupant's expense under Vehicles (including outboard motors) containing any kind of fluids, including but not limited to petroleum products and waste water. Landlord/Operator may require the removal of any Vehicle which in Landlord/Operator's judgment drips fluids excessively. Tenant/Occupant is liable for, and indemnifies Landlord/Operator against, all costs and fees resulting from fluids leaking from the Vehicle, including clean-up, consultants, attorneys, penalties and claims of all kinds, whether arising during or after the term of this Lease. In the event of a leak or spill, Tenant/Occupant, at Tenant/Occupant's sole expense, shall promptly take all steps necessary to restore the Facility to the condition that existed prior to the contamination. All remediation must be done consistent with applicable governmental requirements. No fluids may be discharged from the Vehicle nor may collected fluids be disposed of onto the ground or into any drain, sewer, dump/pump station or trash receptacle at the Facility. Collected fluids shall be removed from the site and properly disposed of by Tenant/Occupant at Tenant/Occupant's expense.

6. **LOOSE ITEMS.** All items, including Vehicles, in the Leased Space must be kept sanitary and clean. Loose items, including but not limited to tires, rims, mats and bicycles, stored under or around the Vehicle will be discarded. In such event, Landlord/Operator shall have no liability to Tenant/Occupant. It is recommended that open-cockpit boats be covered. All Vehicle and boat covers must be in good, serviceable condition and be battened down to prevent parts or contents from being blown about. Tow dollies may be stored under a Vehicle if the dolly is also identified herein as a Vehicle. No structures may be erected at or upon the Leased Space.

7. **ANCILLARY AMENITIES.** Ancillary amenities such as potable water, dump/pump station, electricity, refuse dump, and/or wash rack, if offered at the Facility, may be utilized only in compliance with the Facility's rules and fees (which are deemed incorporated in and a part of this Lease and are subject to change by Landlord/Operator from time to time). The presence or absence of ancillary amenities shall not alter the nature of this transaction as the lease of real estate. Use of any ancillary amenity is solely at Tenant/Occupant's risk. No warranty of any kind, including a warranty of fitness for a particular purpose, is made as to any ancillary amenity. Landlord/Operator does not guarantee the continued availability of any ancillary amenity. Landlord/Operator shall have no liability if any ancillary amenity is not provided and/or terminated at any time or times. Monthly fees for use of ancillary amenities, if any, are payable whether or not Tenant/Occupant utilizes such ancillary amenities during a particular term of the Lease. Tenant/Occupant shall be liable for any damage to property or costs caused by Tenant/Occupant's use or misuse of any ancillary amenity.

8. **USE RESTRICTIONS.** The Leased Space shall be used for Vehicle parking only. No service, modification, cleaning, refinishing, maintenance, refitting and/or repairs may be performed on the Vehicle at the Facility. In no event shall Tenant/Occupant use the Vehicle for sleeping, cooking, entertaining or gathering of any kind. Tenant/Occupant must leave all driveways and access points clear. Tenant/Occupant shall not block any other Tenant/Occupant's Leased Space and/or Vehicle. Tenant/Occupant agrees not to store any valuable property in the Vehicle. Tenant/Occupant shall not store any irreplaceable Vehicle or Vehicle of indeterminate value in the Leased Space. Tenant/Occupant waives any claim for sentimental value or emotional attachment to

the Vehicle Tenant/Occupant waives any claim for classic, exotic, or other additional value regarding any Vehicle located in the Leased Space.

9. **PROPERTY LOSS.** Landlord/Operator is not responsible for any loss or damage regarding property located at the Leased Space. Tenant/Occupant assumes all risk of loss or damage to the Vehicle. Tenant/Occupant agrees to maintain, at Tenant/Occupant's expense, a policy of insurance covering all perils, including burglary, theft, vandalism, malicious mischief and comprehensive physical damage, providing coverage for the full value of any Vehicle and all contents at the Leased Space, as well as general liability insurance. Tenant/Occupant shall provide Landlord/Operator with proof of such insurance upon the signing of this Addendum, upon the expiration of any previously submitted coverage and within seven (7) days of a request from Landlord/Operator. The maximum total, aggregate value of Five Thousand (\$5,000.00) Dollars of property in the Leased Space set forth in the Lease is waived by Landlord/Operator regarding only Vehicles. Insurance on the Vehicle and general liability coverage are a material condition of this Lease for the benefit of both the Tenant/Occupant and the Landlord/Operator. Failure to carry, or a lapse in, the required insurance is a default under this Lease; in which case Tenant/Occupant shall be deemed to be self-insured and Landlord/Operator, at its option, may pursue its remedies, including but not limited to termination of this Lease. Tenant/Occupant agrees to obtain endorsements to all insurance policies providing that the insurance company shall not be subrogated to any claim against Landlord/Operator. Tenant/Occupant shall be solely responsible for payment of any deductible or co-insurance related to any claim regarding the Vehicle.

10. **LIMITED WAIVER.** The prohibition in the Lease against the storage of combustible and hazardous materials is waived in respect to:

- A. Fuel within the tanks and fluids within the working parts of the Vehicle;
- B. LP gas in shut, legally compliant cylinders properly installed aboard the Vehicle if it is commercially equipped to utilize such fuel; and,
- C. Batteries connected to and powering Vehicles. Tenant/Occupant grants Landlord/Operator the right to remove and dispose of any fuel, engine fluid or battery found to be stored in violation of this Section. If Landlord/Operator removes and disposes of any such items, Tenant/Occupant shall pay Landlord/Operator's charges in conjunction with the removal and/or disposal.

11. **LOCKS.** Tenant/Occupant is responsible for keeping Vehicle locked and secured at all times. Trailer hitches also must be locked at all times while the trailer is located at the Leased Space. Landlord/Operator is not responsible for taking any measures nor for notifying Tenant/Occupant in the event the Vehicle is found unsecured.

12. **CONDITION.** The Vehicle must be roadworthy, operable, currently registered and insured at all times to be allowed to be located in the Leased Space..Landlord/Operator reserves the right to inspect the Vehicle and its contents any time the Vehicle is located at the Leased Space or is entering or leaving the Facility. Landlord/Operator, at Landlord/Operator's sole discretion, may refuse any Vehicle, including, but not limited to Vehicles with deflated tires, broken glass, damages

or rusted exteriors, and commercial or industrial vehicles. Tenant/Occupant is responsible for winterizing all Vehicles in the Leased Space.

13. **DEFAULT.** In the event of a default by Tenant/Occupant under the Lease, in addition to other remedies available to Landlord/Operator, Landlord/Operator may deny Tenant/Occupant access to the Vehicle; overlock or restrain the Vehicle; or if the Vehicle has been removed from the Facility, prevent return of the Vehicle to the Facility. Without limiting the foregoing, in the event of a default by Tenant/Occupant under this Lease, in addition to other remedies, Landlord/Operator may have the Vehicle towed, at Tenant/Occupant's expense, in accordance with New Mexico law.

14. **RELOCATION.** Landlord/Operator has the right to remove or relocate any Vehicle in the event of an emergency or default under this Lease. Landlord/Operator may request that Tenant/Occupant move the Vehicle to another space to permit repairs or maintenance to the Facility. Such request shall be made in writing and shall give Tenant/Occupant not less than 7 days advance notice. If Tenant/Occupant fails to move the Vehicle by the time requested, Landlord/Operator may charge Tenant/Occupant the Misparking Fee for each day that it remains unmoved. In addition, Landlord/Operator may have the Vehicle moved and relocated at Tenant/Occupant's expense. Tenant/Occupant shall be liable to Landlord/Operator for all costs, expenses and damages incurred by Landlord/Operator as a result of Tenant/Occupant's failure to relocate any Vehicle.

15. **OTHER.** No bailment is created under this Lease; Landlord/Operator has no care, custody or control over the Vehicle. Additional copies of this Addendum may be used to identify multiple Vehicles, but the Lease and all related Addendums shall constitute only one lease agreement.

END OF VEHICLE STORAGE ADDENDUM.

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