

# Storage Agreement

## Class A Leasing Inc., d/b/a Viking Boat & RV Storage

### Winter Storage Season (Oct 1 – May 31)

Up to 18' .....\$425\_\_\_\_\_

18.1' to 21' ...\$475\_\_\_\_\_

21.1' to 25'...\$575\_\_\_\_\_

25.1' to 28'...\$675\_\_\_\_\_

28.1' to 31'...\$750\_\_\_\_\_

31.1' to 35' ...\$850\_\_\_\_\_

35.1' to 40' ...\$975\_\_\_\_\_

40' + .....\$1,050\_\_\_\_\_

**Boat/Trailer/RV/Vehicle (circle one)**

Manufacture\_\_\_\_\_

Length\_\_\_\_\_

Cover Color\_\_\_\_\_

License #\_\_\_\_\_

### Summer In/Out Access Storage Season (June 1 - Sept 30)

Items up to 25' .....\$500\_\_\_\_\_

Greater than 25'.....\$650\_\_\_\_\_

**If you would like access to an electrical outlet for charging your storage item for an additional \$10 per month, please initial here \_\_\_\_\_.**

**WRITE NAME ON TRAILER WINCH TAG PROVIDED AT FACILITY AND ATTACH TRAILER TAG TO FRONT WINCH / TRAILER TONGUE AREA SO WE CAN EASILY IDENTIFY OWNERS.**

Winter storage must be picked up by May 31<sup>th</sup>. Call 7 days in advance for pick up arrangements.

Disclaimer: Lessee (Owner of boats, RVs, vehicles, trailers, campers or other equipment stored by contract with Class A Leasing Inc.) must self insure the boat/RV/vehicle/trailer/camper or other equipment for damage or loss. The lessor (Class A Leasing Inc.) shall not be held liable for any damage or claims arising out of damage or theft to lessee's stored equipment, sustained as a result of fire, theft, acts of third parties, corrosion, snow, rain, ice, moisture, roof collapse, rodents or vandalism. Lessee agrees to maintain proper insurance coverage during the term of the agreement. This agreement for storage is not assignable and no refund of storage charges shall be made upon termination or this storage agreement prior to the end of the term. Lessee understands that Lessee's boat, RV or other equipment is not accessible while in storage indoors unless permission is given. The Lessor does not provide credit, refunds or prorated billing for storage reservations. Indoor Boats/RVs, etc. will be removed in spring starting April 15th to May 31 with a 7 day notice.

All storage items must be removed by the last day of the storage season, unless you have paid for the next season, otherwise Lessee will be charged \$200 per month until removed.

The Lessee agrees to the following;

## **Limitation and Release of Liability**

The Lessee realizes that his/her property is being stored at the sole risk of the Lessee. The liability of this storage facility is limited to the amount of rent paid by the Lessee.

The Lessee has agreed to release the Lessor from liability in the event of loss or injury. The release of liability applies to the Lessee and any person authorized to enter the premises by the Lessee. This release of liability covers injuries or losses regardless of whom or what is involved.

The Lessee agrees to release the Lessor from the damages that may be caused by its own negligence. The Lessee realizes that the facility is not staffed, guarded, patrolled or monitored, and that the service doors may be compromised or may be left unlocked unknown by the Lessor.

## **Indemnification and Hold Harmless**

The Lessee must compensate the Lessor of the self-storage facility for any damages or losses caused by the Lessee in which the Lessor may be required to pay. For example, if a third-party is injured by a hazardous condition created by a Lessee, or anyone authorized by the Lessee to be on the premises, then the Lessee may be liable to that injured party. The Lessee agrees to compensate the storage operator for whatever amount the facility is liable to the injured party.

The Lessee agrees not to hold the Lessor responsible for any loss, injury or legal liability caused by the Lessee, or anyone invited on the premises by the Lessee, or which is otherwise related to the Lessee's occupancy.

## **Insurance Mandate**

Lessee is required to obtain sufficient insurance to cover the value of all property stored at the facility. To the extent the Lessee fails or is unable to insure the property, the Lessee is deemed to be self-insured, **thereby making the Lessee solely responsible for the loss.**

The Lessee must agree to waive any subrogation rights, thereby preventing the Lessee's insurance company from perusing legal action against the Lessor to recover amounts paid out for the Lessee's loss. Whenever a Lessee obtains insurance, the Lessor requires that the Lessee obtained a waiver of subrogation agreement from the insurance company.

## **Disclaim to the Existence of Bailment**

The Lessor does not take care, custody or control of the Lessee's property. The Lessee has exclusive control over the property, provided the Lessee is not in breach of the agreement, laws or rules. The Lessor is not concerned with the kind of property stored by the Lessee, except that stored items cannot be dangerous, illegal, heirlooms or other property with sentimental value.

The Lessor has rights to recover the amount due the Lessor for the non-payment of rent in the event of a default according to the laws of the State of Minnesota.

The Lessee waives the right to a jury trial in the event of a lawsuit.

By signing the below, I agree to all terms on pages 1, 2, 3 above.

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Print Name

Address \_\_\_\_\_  
\_\_\_\_\_

Cell Phone \_\_\_\_\_

Other Phone \_\_\_\_\_

EMAIL \_\_\_\_\_ (WRITE CLEARLY)

Description of Stored Property (Boat, RV, Camper, Trailer, or other)

\_\_\_\_\_

Mail this form to:

Chuck Korton

14747 Vicksburg Ln N

Dayton MN 55327