



Gulf Coast Boat and RV Storage, LLC
6319 Beatline Road
Long Beach, MS 39560
228-254-0588
228-861-2575
Email: gulfcoastbrv@yahoo.com

Lease Agreement

This is an agreement to rent a unit (and no bailment is created thereby) for the following vehicle, entirely at the occupant's risk:

Name: _____

Address: _____

Phone/Email: _____

City: _____

State: _____

Zip Code: _____

Date of Birth: _____

Type of Vehicle:

- ☐ Travel Trailer
- ☐ Motorhome
- ☐ Boat
- ☐ Utility Trailer
- ☐ Other: _____

Year: _____

Make: _____

Model: _____

Tag Number: _____

Is your property insured? Circle Yes or No

Insurance Company: _____

Terms and Conditions: In this section, and for purposes of MS Code, Sections 85-7-121 through 85-7-129, Gulf Coast Boat and RV Storage, LLC will be referred to as the "Owner" and the customer will be referred to as the "Occupant".

- This is an agreement to rent a unit of sufficient dimension needed to accommodate the Occupant's property. It is not a bailment.
- Billing is based on a calendar month.
- No refunds will be granted if property is removed early.
- Billing will occur once per month and payment is due on the anniversary of your original reservation. You may pay with cash, credit/debit, or ACH debit.
- Accounts delinquent over 30 days will be charged a monthly late fee of \$50.00.
- Occupant's property must reasonably fit within the dimensions of the unit and not infringe on any other unit, driveways, or easements.
- Occupant agrees to carry their own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism. The Owner cannot and will not be responsible for loss of any kind, and it is mutually understood the Occupant hereby releases the from any and all liability.
- Waste, trash and debris should be removed from the property.
- Power and water are supplied to each covered unit but cannot be guaranteed. There may be outages due to various reasons. Proper surge protection is recommended where applicable as Owner will not be held responsible for any damages due to power outages or surges. Unit rental fees, as well as any labor charges, parts, and services incurred, must be paid in full before removal of Occupant's property.
- In the event of any dispute between the parties concerning the terms and provisions of this Lease, the Owner shall be entitled to collect from the Occupant all costs incurred in such dispute, including legal fees.
- Pursuant to MS Code, Sections 85-7-121 through 85-7-129, Occupant acknowledges that the Owner is hereby given a lien upon all of the Occupant's personal property located at this premises to secure any and all unit rental fees, repairs, parts and services rendered to, or supplied to Occupant during the term of this Agreement. Any property left in storage with a delinquent account balance shall be considered abandoned, removed from the property and offered for sale as salvage to cover unit rental and other charges per Mississippi State laws.
- Owner may deny access to Occupant's property if account has been in default continuously for a period of fourteen (14) days. During this probation period, notice will be sent electronically or by USPS (confirmation of such acknowledged upon deposit into the United States Mail), with an itemized statement of charges due or that may accrue, a demand for such payment fourteen (14) days after the notice date, and a statement that the contents of the occupants lease space are subject to the owners lien and that unless the claim is paid within the time stated, the personal property will be advertised for public or private sale or will be otherwise disposed of at a specific time and place. If rent or other charges remain unpaid for 60 days, the property may be towed from the storage facility and public or private sale proceedings pursuant to MS CODE 85-7-121 through 85-7-129 will begin.
- Occupant stores property in a unit at their sole risk. Any cost associated with damages caused to Owner's property (building, fence, etc.) by Occupant will be charged to the Occupant's account.
- Occupant may not under any circumstances discharge clean, grey, or black water on the Owner's property, discharge propane tanks, or have the contents of the stored property outside the unit (firewood, BBQ grill, etc.). Grey and black water may be disposed of properly utilizing an on-site dump station, if available.
- Occupant may not attach nails, screws, etc. to any part of the unit and must not damage or alter the unit whatsoever without the Owner's consent; in the event of uncleanliness or damage to the unit or Facility, the Owner will be entitled to recover full reimbursement from the Occupant for the full value of any repairs and/or cleaning required.
- Tarps and/or awnings must be tightly secured, and stairs must be retracted. The use of wheel chocks is required.
- The Occupant must give Notice to the Owner in writing of any change of address, phone

number, email, or billing within 48 hours of any change; The Occupant may also update this information directly via the user profile online.

- The Owner reserves the right, for the purpose of parking lot maintenance, realignment of units, reassignment of units or any other reason deemed necessary by the Owner, to move your Unit within the securely enclosed storage yard to another unit for temporary or permanent parking.
- **NON-LIABILITY OF COMPANY AND INSURANCE OBLIGATION OF OCCUPANT:** THE OWNER SHALL HAVE NO OBLIGATION TO INSURE OCCUPANT'S UNIT OR PROPERTY STORED ON THE SPACE; THE OCCUPANT MUST ACT PRUDENTLY AND OBTAIN ANY INSURANCE REQUIRED OR DESIRED AT ITS OWN EXPENSE; THE OCCUPANT SHALL HAVE NO CLAIM AGAINST THE OWNER AND THE OWNER SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE OCCUPANT'S UNIT OR PROPERTY RESULTING FROM FIRE, WATER, EXPLOSION, VANDALISM, THEFT, VERMIN, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE MAY BE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE OWNER, ITS AGENTS OR EMPLOYEES, AND THE OCCUPANT HEREBY RELEASES THE OWNER, ITS AGENTS AND EMPLOYEES FROM ANY CLAIMS OR RESPONSIBILITY WHATSOEVER IN RESPECT THERETO;
- The Owner shall have no liability to Occupant for any injury to Occupant, its agents, invitees or others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Occupant. Occupant shall indemnify and hold the Owner harmless from any claims of any third persons arising in any manner whatsoever out of the Occupant's use of the Space.
- The Occupant HEREBY WAVES any and all rights or claims it may have at law or in equity against the Owner in respect to any obligations that the Owner may have as a bailee of the UNIT or the Occupant's property, other than those rights that are specifically granted herein and the Occupant agrees that any rights or remedies it may have against the Owner for breach of this contract or loss or damage to the Unit or the Occupant's property on the Space are limited to those specifically contained in this Agreement.
- **INDEMNIFICATION OF THE OWNER:** The Occupant agrees to indemnify and hold harmless the Owner and the holder of any mortgage on the Premises for any loss, damage, expense or claim by any person or persons arising from any action, omission or thing whatsoever done or committed on the Space Premises by the Occupant, its agents, employees, invitees or affiliates at any time during the term of the Agreement.
- **STORAGE OF DANGEROUS GOODS: ITEMS NOT ALLOWED** on the Space include dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in containers other than the gas tank of the Unit, oil or wet piled rags, perishable or packaged foods not in sealed cans, illegal or stolen goods, or any other items which constitute a potential hazard or inconvenience to other Occupants.
- **USE, MAINTENANCE AND REPAIR:** (a) Occupant is permitted access to the Space solely for the purposes of deposit, storage and removal of the Unit, or to retrieve articles from or place articles in the Unit and the Occupant shall not access or use the Space for any other purpose or in a manner that constitutes waste, nuisance or unreasonable annoyance to the Owner or other Occupants; (b) The Occupant may only park/store the Unit in the Space if the Occupant is the owner of the Unit or is authorized by the owner to store/park the Unit in the Space; (c) The Occupant shall not use the Space for any unlawful purpose and shall not utilize the unit or property to conduct any business or service (d) The Occupant shall be responsible for the repair and reclamation of the Space to Owner's satisfaction, including the clean-up of oil or other fluid spills caused by the Occupant or which results from the parking, storage or removal of the Unit in/from the Space; (e) The Occupant shall not: (i) Smoke within or upon the Space or the Premises; (ii) Erect any signs, notice or advertising material on any part of the Premises or Space; (iii) Conduct any repairs, fabrication, mechanical or other related work on the Space or Premises without the written consent of the Owner or, (iiii) **UNDER NO CIRCUMSTANCE OCCUPY OR RESIDE WITHIN THE PROPERTY FOR ANY LENGTH OF TIME.**

X

X

Occupant Signature

Date