

BOAT/TRAILER/PWC/CAMPER/CAR STORAGE AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Hale Properties, LLC, P.O. Box 2761, Christiansburg, VA 24068 (hereinafter called "Licensor") and \_\_\_\_\_ (hereinafter called "Owner")

WHEREAS, Owner owns a Boat, Trailer, Camper, PWC, Automobile, together with certain accessories, which is described as follows: (VA Reg. Number, year, description of boat, trailer, camper, PWC or automobile, serial numbers, license plate number, etc.) \_\_\_\_\_

\_\_\_\_\_, (collectively, the "Stored Item(s)").

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Licensor agrees to provide a non-exclusive license to Owner for the outside storage of the Stored Item(s) at Licensor's storage lot located at 4538 State Park Road, Dublin, VA for the period beginning \_\_\_\_\_, 20\_\_ (the "Commencement Date") and ending \_\_\_\_\_, 20\_\_ (the "Termination Date"); provided, however, if the Termination Date is left blank the term of this Lease shall be month-to-month with the first period beginning on the Commencement Date and ending at the end on the last day of the first full calendar month after the Commencement Date, then automatically renewing from month-to-month until terminated by either party providing the other with at least 30 days written notice of termination (the "Term"). All notices can be given by U.S. Mail to the address set forth above or by email at [claytorlakeboatel@gmail.com](mailto:claytorlakeboatel@gmail.com). The Owner shall pay Licensor a storage fee in advance of \_\_\_\_\_ for the Term or monthly installments (if checked here \_\_\_) of \$\_\_\_\_\_ per month. A \$10.00 key deposit is required and deposit will be returned once key is turned in upon termination of this Agreement.
2. Owner shall remove from the Stored Item(s) all items of personal property not covered by the terms of this Agreement prior to the storage of the Stored Item(s) and any paints, thinners, gasoline cans or other materials which constitute a danger of fire or other hazard to person or property. Notwithstanding the foregoing, items of personal property used or associated with the Stored Item(s) such as life jackets, skis, etc. may be stored with the Stored Item(s) at Tenant's sole risk.
3. **THE STORAGE PROVIDED BY THIS AGREEMENT SHALL BE SOLELY AT OWNER'S RISK AND OWNER HEREBY RELEASES LICENSOR OF ALL LIABILITY FOR ANY LOSS OR DAMAGE TO THE STORED ITEM(S) AND ANY OTHER PROPERTY OF OWNER WHATSOEVER, WHETHER OR NOT SUCH LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF LICENSOR OR ANY OF LICENSOR'S EMPLOYEES, AGENTS, LICENSEES OR INVITEES.**
4. In the event Owner shall change Owner's place of residence as set forth in above, Owner shall give Licensor written notice of any change within ten (10) days of the change, specifying Owner's current residence and telephone number.
5. Licensor reserves the right to move the Stored Item(s) to any other storage space as Licensor may find necessary. Owners are not permitted to display FOR SALE signs on their Stored Item(s) while in storage. Owners and/or their guests are not permitted to stay overnight in the Stored Item(s) while stored at the facility.
6. Owner shall indemnify and hold harmless Licensor, its agents and employees, from and against any expense (including, without limitation, legal and collection fees) claim, cause of action, loss or liability suffered or incurred by Licensor or any third party as a result of or in connection with actions or omissions of Owner or any

breach by Owner of Owner's obligations as set forth in this Agreement. **Owner shall carry insurance** against loss by fire, theft, windstorm and other damage or loss which may occur during the rental period or as a result of Owner's failure to carry out Owner's obligations under this Agreement and provide Licensor with a copy of the certificate of insurance.

7. Owner's Stored Item(s) will be subject to a claim of a lien in favor of Licensor, if the storage fee or other charges due are delinquent 14 days after the due date and Licensor may impose a late charge of 10% of the amount past due together with interest at 18% per annum. Owner shall pay Licensor a fee of \$50.00 for any returned checks. Owner expressly consents to the Licensor taking full control of the Stored Item(s) stored on the premises if Owner defaults in any way under this Agreement.
8. Owner recognizes that outdoor spaces and yards are not completely fenced and that Licensor does not provide security guard services. Owner shall not perform work on the Stored Item(s) while in storage which in the sole discretion of Licensor would hinder others, create a hazard or cause damage to the Licensor's property or other persons or property. Owner is responsible for cleanup around their Stored Item(s) and work areas and will be charged if this is not done to Licensor's satisfaction. Owner shall at all times comply with applicable federal, Virginia and local laws and ordinances. Additionally, Owner shall comply with any posted rules and regulations relating to the storage of Stored Item(s) at Licensor's facility. All trash and debris should be properly disposed of in accordance with applicable laws. Space will be utilized according to size of the Stored Item(s) and to Licensor's advantage.
9. This Agreement shall terminate at the expiration date stated within. Either party may terminate this Agreement by giving the other party ten (10) days written notice by certified mail. In the event the Owner terminates prior to the expiration of the storage period or in the event Licensor terminates due to default of Owner in the performance of the terms and conditions of this Agreement, any storage fee paid by the Owner shall be retained by Licensor and shall not be refunded or prorated. Upon termination of this storage agreement, Owner shall promptly remove the Stored Item(s) from the premises.
10. In the event of any breach of any covenant, condition or provision of this Agreement by either Licensor or Owner, the other party may, after reasonable notice, cure such breach for the account and at the expense of the defaulting party. The defaulting party shall promptly reimburse the other party for any expense, including reasonable attorney's fees, the other party may incur as a result of any such breach or in enforcing any provision hereof.
11. Waiver by either party of the breach by the other of any covenant of this Agreement shall be limited to the particular instance and will not operate or be deemed to waive any future breach of the same or any other covenant on any other occasion.
12. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and shall be binding upon the parties, their successors and assigns. This Agreement contains the complete agreement of the parties, and shall not be modified or amended except by written amendment hereto. The paragraph headings appearing in this Agreement are for purposes of easy reference and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.
13. Owner agrees to provide to Licensor or its authorized agents and representatives when reasonably requested, access to the Stored Item(s) to inspect the Stored Item(s) or check Tenant's compliance with the provisions of this Agreement.

14. This Agreement may be executed by facsimile or other electronic transmission in several counterparts, and all counterparts so executed shall constitute one agreement binding on all parties, notwithstanding the fact that all the parties have not signed the original or the same counterpart. Any counterpart signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original of this Agreement to prove its contents. A signature transmitted by facsimile or other electronic transmission shall be fully effective as an original signature.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone (H) Phone (W)

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone (H) Phone (W)

HALE PROPERTIES, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_