



## LAURENDINE BOAT & RV STORAGE RENTAL AGREEMENT

3217 Laurendine Road, Theodore, Alabama 36582/laurendinestorage@gmail.com/251-385-1865

This Storage Agreement (hereinafter "Agreement") is between Laurendine Storage, LLC (hereinafter "LESSOR") and \_\_\_\_\_ (hereinafter "LESSEE") regarding use of storage space and facilities (hereinafter the "Premises") in the manner and to the extent permitted by this Agreement, as follows:

### 1. LESSEE INFORMATION

UNIT NUMBER: # \_\_\_\_\_

OWNER/LESSEE NAME: \_\_\_\_\_ DL# / STATE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PERSONAL GUARANTOR NAME (if a business entity is the Lessee)

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_

### 2. USE OF PREMISES

Lessor hereby leases to Lessee that certain portion of the Premises known as Position/Space Number [\_\_\_\_], subject to the terms and conditions set forth herein, for the purposes of storing Lessee's Vehicle as described herein below.

VEHICLE DESCRIPTION: \_\_\_\_\_

VEHICLE TYPE:  Boat  RV  Trailer  Camper  Other: \_\_\_\_\_

VEHICLE INFORMATION:

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ YEAR \_\_\_\_\_

VIN/BOAT IMO/HULL# \_\_\_\_\_

STATE OF REGISTRATION \_\_\_\_\_ HEAD OR PORT-A-POTTY \_\_\_\_\_

LICENSE PLATE/REGISTRATION # \_\_\_\_\_

LENGTH \_\_\_\_\_ GROSS TONNAGE \_\_\_\_\_

TYPE OF ENGINE \_\_\_\_\_ FUEL TYPE \_\_\_\_\_

IS THE VEHICLE FINANCED? YES \_\_\_\_\_ NO \_\_\_\_\_

NAME OF LENDER \_\_\_\_\_

#### TO BE COMPLETED FOR BOATS ONLY

SHIP BUILDER \_\_\_\_\_ HULL LENGTH \_\_\_\_\_ HULL DEPTH \_\_\_\_\_

VESSEL SERIAL NUMBER \_\_\_\_\_ VESSEL NAME \_\_\_\_\_

DOCUMENT/OFFICIAL NUMBER \_\_\_\_\_

(Together the foregoing vehicle information is collectively referred to as "Vehicle")

### 3. RENTAL TERM AND RENTAL AMOUNT

- a. This Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_, and shall terminate on \_\_\_\_\_, \_\_\_\_\_,. This Agreement relates solely to the above-referenced Vehicle.
- b. Rent shall be earned upon execution hereof and due in the amount of \$75.00 per month ("Rent"); with a three **(3) month minimum**. This is based on a space up to 28'x10'; beyond that, please call for a quote on custom needed space. If this Agreement is prepaid, Lessee shall not be entitled to a refund of any Rent amounts for Lessee's early departure. Failure to pay Rent (including any additional Rent if applicable) when due shall be a default hereunder.
- c. Monthly Rent installments are due and payable on the first (1st) day of each month during the term of this Agreement. If a credit card is on file, Rent will be charged to the credit card on the first day of each month. In the event that any payment due under the terms of this Agreement is not paid by the fifth (5th) of the month, LESSOR shall be entitled to charge an administrative fee equal to ten dollars (\$10.00) per day rent is late. In the event payment is not received by the fifteenth (15<sup>th</sup>) of the month, your key card will be deactivated until you contact us and payment is received in full. Payment Methods for rent are as follows:  
**Cash - Check - Credit Card - PayPal - Venmo - Cash App**
- d. A deposit amount of \$75.00 (non-refundable) will be due upon application completion. This covers the cost of the first key card and administrative fees.

### 4. TERMS AND CONDITIONS

- a. In the event of an emergency situation, LESSOR shall be authorized, but is not required, to conduct any necessary maintenance measures for the preservation of the Vehicle and take all actions it deems necessary to secure the safety of persons and property; costs incurred by LESSOR shall be deemed Rent.
- b. Upon payment equal to two (2) month's rent and thirty (30) days written notice to LESSOR by LESSEE, LESSEE may terminate this Agreement for any reason (with or without cause). LESSOR may terminate this Agreement by giving LESSEE thirty (30) days' prior notice of such termination. At the conclusion of said thirty (30) day period, LESSEE agrees that LESSOR shall no longer have any responsibility for LESSEE'S Vehicle stored at the Premises.
- c. Upon expiration or termination of this Agreement, LESSEE shall immediately remove the Vehicle from the Premises at LESSEE's expense and shall leave the Premises in good condition.
- d. Upon a default hereunder: (a) all Rent shall become immediately due and payable; (b) LESSOR may exercise its cumulative rights without terminating this Agreement; (c) LESSOR may terminate this Agreement by giving LESSEE written notice specifying the date of termination (which shall be not less than ten (10) days from the date of the notice) on which date this Agreement and all of LESSEE'S rights will cease; and (d) LESSOR may exercise any other of its rights and remedies, at law or in equity. In any of the foregoing events, LESSEE shall remain liable for all Rent for the full term, including an additional Rent and/or other damages.
- e. LESSEE shall be in default upon the happening of any of the following: (a) Rent is not paid as due and, in the amount, due; (b) LESSEE does not perform any of the covenants and conditions of this Agreement as agreed or when due; or (c) hazardous conditions caused by storage of the Vehicle exist at or in the Premises and Lessee has failed after reasonable written notice from the LESSOR to correct such hazard.
- f. Any Vehicle subject to an Agreement in default may be moved to any other location and/or position on the Premises by LESSOR. LESSOR SHALL BE ENTITLED TO ASSERT A LIEN, IN REM, AGAINST THE VEHICLE FOR ANY UNPAID RENT, FEES, AND/OR OTHER NECESSARIES PROVIDED TO THE VEHICLE. LESSEE grants LESSOR a security interest in and to the Vehicle, its appurtenances, engines, equipment, trailer, and contents, and any substitutions thereof, to secure any unpaid sums due and owing pursuant to this Agreement and as security for any damages caused by or on behalf of LESSEE, including any potential indemnity claims. LESSOR reserves the right to pursue any one or more remedies in the event of default.

g. In the event that LESSEE continues to utilize the Premises after the expiration or termination of this Agreement, this Agreement shall convert to a month-to-month Agreement at the monthly rate, plus Rent shall automatically increase by ten percent (10%) and be subject to termination by LESSOR upon thirty (30) days' notice. LESSOR shall have the right to move the Vehicle of such expired or terminated Agreement to any location as LESSOR deems fit.

h. LESSEE enters into this Agreement and agrees to utilize the subject Premises "AS IS" and at LESSEE'S sole risk of loss. LESSEE hereby agrees to HOLD HARMLESS, DEFEND AND INDEMNIFY LESSOR from and against any and all damages (including reasonable attorneys' fees and costs), claims or causes of action arising from, or in any way related to, the Premises and/or the Vehicle; this includes claims and damage arising from the negligence of LESSEE, but not wanton conduct of LESSEE. LESSEE waives all claims against LESSOR for damages sustained by LESSEE as a result of the use of or access to the Premises. Without limiting the foregoing, LESSOR is not be responsible or liable for any damage to the Vehicle occurring due to an act of a third party, force of nature, act of God, or any other natural or environmental condition, flood or other weather event.

i. LESSEE shall maintain during the term of this Agreement an insurance policy or policies which provide a minimum of liability coverage of \$100,000.00 naming LESSOR as an additional insured. LESSEE shall provide proof of insurance to LESSOR by providing a certificate. Must keep current insurance on file.

j. In the event that any position is temporarily vacated by LESSEE, LESSOR shall have the right, without proration or adjustment in Rent, to temporarily store any vehicle in the vacated area.

k. This Agreement constitutes the entire agreement between the parties and may not be altered or amended except in writing signed by the parties. Any dispute arising between the parties to this Agreement shall be brought in the Circuit Court of Mobile County, Alabama, or the U.S. District Court for the Southern District of Alabama. This Agreement shall be subject to and construed according to the laws of the State of Alabama. LESSEE EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL.

## **5. LAURENDINE STORAGE RULES AND REGULATIONS**

LESSEE acknowledges receipt of the Laurendine Rules and Regulations attached hereto, and understands that such rules may be amended from time to time. Any breach of Laurendine's Rules and Regulations shall, at the option of the LESSOR, be a default under this Agreement and shall result in a two hundred fifty dollar (\$250.00) administrative fee per occurrence, not to exceed more than one occurrence per day, with such administrative fee being deemed additional Rent.

## **6. NOTICES/SIGNATURE**

Notice to LESSEE shall be effective when mailed to the address set forth above. Notices to LESSOR shall be effective

when given in writing by mail to the LESSOR at the address above. This lease may be executed in separate counterparts.

A copy of this lease shall constitute an original for purposes of evidence.

## **7. ASSIGNMENT / SUBLEASE**

This Agreement may not be assigned or subleased by LESSEE without the express written consent of LESSOR; further, any proper assignment or sublease of the Premises shall not release or relieve LESSEE from any liability under the terms of this Agreement. LESSOR may assign or sell this Agreement.

**8. SPECIAL BOAT STORAGE TERMS AND CONDITIONS**

a. Battery switches are required on all Boats.

b. Prior to movement or hauling of any Boat, LESSEE shall raise all trim tabs, lower all antennae, lights and convertible tops, as well as all other reasonably necessary measures to secure the Boat. LESSOR is not responsible for damage to transducers, thruhulls, speedometer pickups, skegs, trim tabs, or other parts of the Boat that may be damaged during movement due to a failure to secure said Boat.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE: \_\_\_\_\_  
Print Name

LESSEE: \_\_\_\_\_  
Signature

WITNESS: \_\_\_\_\_  
Print Name

LESSOR:  
LAURENDINE STORAGE, LLC.

\_\_\_\_\_  
By: Jeremy W. Moore or Mark Remick, Managing Members

WITNESS: \_\_\_\_\_  
Print Name

**Personal References/Emergency Contacts:**

Name	Address	Phone Number	Years known

## Laurendine Storage Rules and Regulations

The LESSEE hereby agrees to the following rules and regulations specified herein by Laurendine Storage, LLC (hereinafter "LESSOR "):

1. No work is allowed on the Vehicles inside the storage area other than by LESSOR personnel or their authorized contractors and subcontractors.
2. Any work to be done to the Vehicles on the Premises is to be contracted through LESSOR, or a subcontractor authorized by LESSOR.
3. All holding tanks and/or port-a-potties must be emptied at a proper pump-out facility before the Vehicle is picked up or brought to LESSOR. Lessee understands that LESSOR does not have a pump-out facility and will not accept any Vehicle that has not complied with this provision.
4. Lessee agrees neither to store or to permit the storage of dangerous, leaking items or materials at or on the Premises nor to permit any items or materials to be stored in a manner which may cause damage to the Premises.
5. While Lessee's Vehicle is stored at the Premises, LESSOR shall have the right without prior notice to Lessee to enter the Vehicle for the purpose of inspecting the Vehicle to ensure that it is not damaging the Premises or presenting a risk to the Premises or other items stored at the Premises. If emergency conditions dictate, LESSOR shall have the right to effect emergency repairs to prevent damage to Premises and items stored on the Premises. If items stored by Lessee constitute a health or environmental hazard or a danger to the physical structure of the warehouse, warehouseman shall have the right and authority to have such items removed and the costs of such removal shall be the responsibility of Lessee.
6. Lessee agrees to defend, indemnify and hold harmless LESSOR from any federal, state, or private party claim, lawsuit, settlement, judgment, penalty, fine or other cost, and reasonable attorneys' fees which may result, arise or be caused from the use and occupation of the Premises by the Lessee.
7. Disposal of fish in LESSOR dumpster area is prohibited. More than two offenses will result in eviction.
8. LESSOR will supply one key card per space. Authorized users are the only people who can have the key card. Replacement key cards can be purchased for \$35.00 in the event it is lost.
9. Only one Vehicle will enter the facility per key swipe. If you are behind another user of the facility in Que to use the entrance/Exit you will wait for the gate to close and then use your key card to enter or exit the facility.
10. Once the gate has been activated Lessee will continue through the opened gate until the vehicle is fully clear of the gate and entrance. The Lessee understands that the Gate is on a timer to close once it has been opened.
11. All vehicles are required to have tire chocks.