

Jayhawk Marina, Inc

OFFSITE STORAGE FACILITY

Marina Address: 26353 Jayhawker Dr. Paola, KS 66071

Main Office 501 N. Webster ~ Spring Hill, KS ~ 66083

Marina (913)557-9900 Main Office (913) 686-2319

Fax (913) 557-9901

OFFSITE STORAGE RENTAL AGREEMENT

This lease, dated _____, 20____, by and between Jayhawk Marina, Inc. hereinafter called LESSOR,
AND _____, hereinafter called LESSEE.

COST: LESSEE agrees to pay LESSOR the sum of \$_____ per month, per space, for the lease period. **(MONTHLY IN ADVANCE)** \$20.00 Late Fee assessed after 10 days.

TO CANCEL: LESSOR MUST BE NOTIFIED AND KEY MUST BE RETURNED (IF APPLICABLE)

LESSEE INFORMATION:

NAME: _____ DL #: _____ State: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

PHONE#: (____) _____ CELL PHONE#: (____) _____

DESCRIPTION OF STORED ITEM(S): _____

VIN#, BOAT# OR License #: _____ County: _____ State: _____

CHECK ONE: Hillsdale (north lot) (___) Hillsdale (south lot) (___) Jayhawk (___)
Spring Hill Indoor (north) (___) Spring Hill Indoor (shop) (___)

*** SPACES ARE FIRST COME, FIRST SERVED AND ARE NOT RESERVED ***

PARKING IS STRAIGHT IN ONLY AND LIMITED ACCESS APPLIES TO INDOOR STORAGE SPACES

AGREEMENT TERMS AND LOSS OR DAMAGE TO LESSEE'S PROPERTY:

All personal property of any kind in the leased premises shall be at LESSEE'S sole risk, and the LESSOR shall not be liable for any damage done to or loss of such property. LESSEE is solely responsible for obtaining and maintaining personal insurance coverage for stored boats, trailers, RV's, etc. and all items contained within.

LIEN: Should any installment of rent be more than fifteen (15) days delinquent, LESSOR may, at his option, declare the entire balance due and payable at once. The LESSOR shall have a lien as security for the payment of the rent due, and such lien may be enforced on the non-payment of rent by taking and sale of such property and said sale to be made upon 10 days notice, posted upon the premises and served upon the LESSEE or left at his place of residence, as indicated above; (change of address is LESSEE'S responsibility).

***** YOU ARE RESPONSIBLE FOR LOCKING AND MAINTAINING YOUR PROPERTY!!!! *****
COPY OF DRIVERS LICENSE REQUIRED TO BE ATTACHED TO THIS AGREEMENT!

PAYMENTS SHALL BE MADE IN ADVANCE TO THE ADDRESS ABOVE

LESSEE agrees to have his/her vessel or stored items insured by liability insurance and to be held responsible for damage caused to other vessels in storage area or to the structures thereof or appurtenant, or to storage property. LESSOR highly recommends LESSEE obtain insurance to cover, without limitation, any negligence, vandalism, theft, fire, high/low water, wind, collision, ice, rain or any other act of God causing LESSEE's property or vessel to damage any LESSOR property. LESSOR assumes no responsibility for the safety of any items stored or vessel stored at the facility and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however arising. LESSEE acknowledges that he/she has been advised that the LESSOR makes no representation or warranty, offers LESSEE or LESSEE'S vessel a safe space, or that LESSOR offers the safest available refuge. LESSEE and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the storage area as set forth in this Agreement. LESSEE agrees to hold LESSOR harmless and indemnify LESSOR in the event claims for damage to other persons or property, or to LESSOR'S property, arise from the presence of LESSEE'S vessel in storage area. LESSEE has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and LESSOR has relied upon: (a) representations of an insurance policy of a "Named perils" or "all risks" for the value of the stored item or vessel, and (b) a third party liability policy, also known as a P & I policy. LESSEE agrees that he/she is fully responsible for making arrangements for the safety and protection of his/her boat, items and appurtenances. LESSEE authorizes LESSOR to remove his/her vessel or items from storage, at LESSEE'S expense, if LESSEE fails to remove said items or vessel after receiving notice from LESSOR that the items/vessel is imperiled or represents a threat to damage to LESSOR'S property or to property of a third party. The LESSOR requests a copy of LESSOR'S "Certificate of Insurance". The LESSEE fully agrees to release and discharge LESSOR from any and all responsibility or liability for injury including death, loss, or damage to persons or property in connection with LESSOR or storage facility. This release and discharge shall cover without limitation any loss or damage resulting from LESSOR's employees, parking, and/or hauling of vessel, vandalism, theft, fire, high/low water, wind, collision, ice, rain or any other act of God. The LESSEE shall indemnify and hold harmless the LESSOR and its agents, employees, officers and directors from and against all claims, damages, losses and expense, including attorney's fees, arising out of this contract for storage space or out of LESSOR'S operations provided it is caused in whole or in part by any negligent act of omission on the part of the LESSEE or anyone the LESSEE is responsible for, regardless of whether or not it is caused in part by the LESSOR, or any act of God. LESSEE agrees to waive the right of subrogation by LESSEE'S insurance company and carrier against possible claims against LESSOR. The LESSOR is not responsible to the LESSEE for any loss caused in whole or in part by changing weather, water levels, flood, ice, fire, wind, vandalism, acts of God or any other occurrences, whether the loss occurs to the vessel, stored item or the LESSEE'S personal property. The LESSEE is responsible for carrying his own insurance to cover such causes of loss and causes of loss or damage to LESSOR'S property from LESSEE'S vessel or stored items due to any act of God.

If any paragraph or provision of this Agreement violates the law, said paragraph or provision shall be considered removed from this Agreement but the remainder of this Agreement will remain valid and binding.

X _____
Lessee Signature Date

X _____
For the Lessor Date

Contract is for:

Annual Start Date: _____

Monthly Exp. Date: _____

