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OFFSITE STORAGE LEASE AGREEMENT

This LEASE AGREEMENT made this ___ day of ___, by and between the LESSOR, JAYHAWK MARINA, Inc. and the LESSEE: _____.

LESSEE INFORMATION:

Name: _____ DL #: _____ State: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____@_____.

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

____ (Initial) Payments are due on the 1st day of each month. All accounts over 30 days past due are subject to a late fee. All accounts over 30 days past due are subject to have a lien(s) placed on equipment and item(s) will be publicly sold. No Exceptions.

____ (Initial) To Cancel Agreement: Key must be returned to JAYHAWK MARINA, INC.

COPY OF DRIVERS LICENSE REQUIRED TO BE ATTACHED TO THIS AGREEMENT

Table with 5 columns: Item, Item Color, Trailer Color, Vin # / Plate # / Boat-PWC #, Year. Contains 3 empty rows for data entry.

CHECK ONE: Hillsdale Lot (___) Lake Lot (___) Indoor Storage (___) _____ (Location)

Monthly Lease Payment: \$____.00 Monthly in Advance

Late Fee: \$20.00 Late Fee assessed after 30 days

Returned Check Fee: \$30.00

Lien/Lock up Fee: \$75.00 Any account over 30 days past due. No exceptions!

*** Spaces are first come, first serve and are not reserved ***

*** Parking is straight in only and limited access applies to indoor storage spaces ***

TERM: The term of the tenancy shall commence on the date indicated above and shall continue on a month-to-month basis until terminated. The minimum rental term is one month

RENT: The rent shall be the amount stated above and paid to Lessor at the address stated above. Rent is due each month on the rent due date without demand. Lessor may change the monthly rent or other charges by giving Lessee thirty (30) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Lessee has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

CHANGE OF ADDRESS: Lessee must provide address changes to Lessor in writing. Such change will become effective when received by Lessor. It is Lessee's responsibility to verify that Lessor has received and recorded the requested change of address.

LATE CHARGES AND OTHER FEES: Lessee agrees to pay Lessor the indicated late fee if rent is received thirty (30) or more days after the due date. Lessee agrees to pay Lessor the indicated bad check charge plus all bank charges for any dishonored check. In the event of default, Lessee agrees to pay all collection and lien costs incurred by Lessor.

DENIAL OF ACCESS: When rent and/or other charges remain unpaid, the Lessor may lock up and secure Lessee item located in storage space.

TERMINATION: Lessor must return lot key to Lessee to terminate this agreement. Lessor does not prorate rent. Lessee is responsible for all damages to storage lot area.

USE OF STORAGE SPACE: Lessor is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Lessor exercises neither care, custody nor control over Lessee's stored property. Lessee agrees to use the storage space only for the storage of property wholly owned by Lessee. Lessee shall not store antiques, heirlooms, collectibles or any property having special or sentimental value to Lessee. Lessee waives any claim for emotional or sentimental attachment to the stored property.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Lessee is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Lessee's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Lessor, arising out of the storage or use of any hazardous or toxic material by Lessee, Lessee's agents, employees, invitees or guests. Lessor may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Lessee, at Lessee's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Lessee's property is a material condition of this agreement and is for the benefit of both Lessee and Lessor. Failure to carry the required insurance is a breach of this agreement and Lessee assumes all risk of loss to stored property that would be covered by such insurance. Lessee expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Lessee against Lessor, Lessor's agents or employees for loss of or damage to stored property.

RELEASE OF LESSOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Lessee shall be at Lessee's sole risk. Lessor and Lessor's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, freezing, Acts of God, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.

RELEASE OF LESSOR'S LIABILITY FOR BODILY INJURY: Lessor, Lessor's agents and employees shall not be liable to Lessee for injury or death as a result of Lessee's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.

INDEMNITY: Lessee agrees to indemnify, hold harmless and defend Lessor from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Lessee's use of the storage space and common areas, including claims for Lessor's active negligence.

RULES AND REGULATIONS: Lessor shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Lessee agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

PROPERTY LEFT IN THE STORAGE SPACE: Lessor may dispose of any property abandoned in the storage space or on the storage facility by Lessee after Lessee has terminated his or her tenancy. Lessee shall be responsible for paying all costs incurred by Lessor in disposing of such property.

LESSEE ACCESS: Lessee's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Lessor to maintain order.

LESSOR'S RIGHT TO ENTER: Lessee grants Lessor, Lessor's agents, employees or representatives of any governmental authority, including police and fire officials, access to the storage space upon twenty-four (24) hours advanced notice to Lessee. In the event of an emergency, Lessor, Lessor's agents, employees or representatives of governmental authority shall have the right to enter the storage space without notice to Lessee, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Lessor's rights.

NO SUBLETTING: Lessee shall not assign or sublease the storage space.

WAIVER OF JURY TRIAL: Lessor and Lessee waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Lessor against Lessee, or Lessee against Lessor, or Lessor's agents or employees, on any matter arising out of, or in any way connected with this rental agreement, Lessee's use of the storage space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Lessee on behalf of any of Lessee's agent's guests or invitees.

NOTICES: All notices required by this Rental Agreement shall be sent by first class mail postage prepaid to Lessee's last known address. Notices shall be deemed given when deposited in the United States mail. Lessee agrees that any such notice is conclusively presumed to have been received by Lessee five (5) days after mailing, unless returned to Lessor by the U.S. Postal Service. All statutory notices shall be sent as required by law.

NO WARRANTIES: No expressed or implied warranties are given by Lessor, Lessor's agents or employees as to the suitability of the storage space for Lessee's intended use. Lessor disclaims and Lessee waives any implied warranties of suitability or fitness for a particular use.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Lessor and Lessee, and no oral agreements shall be of any effect whatsoever.

Do not sign this agreement until you have read it and fully understand it. This agreement limits the Lessor's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Lessee

Date

Lessor

Date