

## Elks Lodge #6

6446 Riverside Blvd., Sacramento, CA 95831 (916) 422-6666 www.elks6.com/RV

## RV, BOAT, BOAT TRAILER, OR VEHICLE Storage and Rental Agreement

Lessee Name:			<b>SPACE</b> #:
Address:		<del></del>	
City:	State:	Zip:	-
Elks Member #:	Lodge #:	Exp. Date	(must be kept up to date)
Driver's License #:	State:	_ Exp. Date:	
Email:	Phon	e #:	Phone #:
RV Description		Length:	License #:
Boat Description:		Length W/trailer:	: Hull #:
Boat Trailer Description:		Length (if no boat)	: License #:
Vehicle Description:	Model:	Color	r: License #:
Insurance coverage for RV, Boat, Boa	t Trailer, Vehicle	: (Company Name)	
Policy #:	Insurance Exp	iration Date:	(must be kept up to date)
BILLING START DATE:	CONTRACT START DATE FOR STORAGE:		
LESSEE AGREES TO THESE TERMS:			
18' to 21' - \$110 / Month	6 Months - <b>\$1</b> 0	00/ Month	12 Month - \$90 / Month
21' to 31' - \$120 / Month	6 Months - \$1	10 / Month	_12 Month - \$100/ Month
31' to 36' - \$130 / Month	6 Months - \$12	20 / Month	_12 Month - \$110 / Month

I hereby Authorize Elks Lodge #6 to bill my Credit Card (on file) per this contract Yes: \_\_\_\_ No: \_\_\_\_ Lessee shall use and occupy the storage area for the outdoor storage of the described mobile unit solely owned by the Lessee and for no other purpose. **1. RENT**: Rent shall be due and payable on the first (1<sup>st</sup>) of each month, in advance.

ELKS LODGE # 6 WILL NOT SEND AN INVOICE; IT IS LESSEE'S RESPONSIBITLY TO ENSURE RENT IS PAID BY THE DUE DATE SET FORTH HEREIN.

Elks Lodge #6 will accept payment in the form of a personal, pre-printed check, credit card or cash. A late fee of twenty-five dollars (\$25.00) plus all bank charges, will be assessed on the rent payment not received within five (5) days of the due date each month. After two (2) returned checks, Elks Lodge #6 reserves the right to require Lessee to pay with either a credit card or cash. These fees are considered additional Rent and are to compensate the Elks Lodge #6 for labor and other costs collection.

- 2. LIEN RIGHTS OF ELKS LODGE #6: Elks Lodge #6 shall have a lien upon the item stored in the storage area for the value of any RENT or other charges incurred as a result of this Agreement, and for expenses necessary for the preservation, sale or disposition of the item to satisfy the lien. When any part of the RENT or any other charges due hereunder remain unpaid for thirty (30) consecutive days, Elks Lodge #6 may terminate this agreement by sending a "Notice of Termination and Lien" required by "AB-983 Self-service storage facilities" to Lessee's last known address unless Elks Lodge #6 is otherwise notified in writing by Lessee. If Lessee fails to pay all of such RENT or other charges due hereunder within the time stated in the "Notice of Termination and Lien", Elks Lodge #6 may sell Lessee's property as set forth in "AB-983" Self-Service-Storage Facility Act" to Lessee's last known address unless Elks Lodge #6 is otherwise notified in writing by Lessee. If Lessee fails to pay all of such RENT or other charges due hereunder within the time stated in the "Notice of Termination and Lien", Elks Lodge #6 may sell Lessee's property as set forth in "AB-983" Self-Service Storage Facility Act" in order to satisfy the amount of the lien.
- **3. RELEASE AND INDEMNIFICATION OF ELKs LODGE #6**: Storage is at the sole risk of Lessee. Elks Lodge #6 is not responsible for damage, loss or theft of any kind, unless such loss or damage results from the direct, active and gross negligence of Elks Lodge #6, its officers, or employees. Lessee expressly agrees to release, hold harmless Elks Lodge #6, all of its officers, employees from all liability, loss or damage, including the reasonable cost of defense that Elks Lodge #6 may suffer as a result of claims, demands, actions or damages to any and all persons, property, cost or judgment against Elks Lodge #6, which may result from or arise out of or is any way connected with the rental agreement between Lessee and Elks Lodge #6. Elks Lodge #6 will not be held responsible for any power outages or any other unforeseen event beyond the reasonable control of Elks Lodge #6.
- **4. LESSEE'S INSURANCE COVERAGE**: Lessee shall maintain an insurance policy with coverage for fire, physical damage, theft, burglary, collision, property and public liability, for actual cash value of the RV, Boat, Boat Trailer, or Vehicle, the property in the vehicle and liability coverage as required by California law. Failure to carry the required insurance and keep policy up to date, shall constitute a material breach of this contract.
- **5. RELEASE OF ELKS LODGE #6 LIBILITY FOR BODILY INJURY:** Elks Lodge #6, its agents and employees shall not be liable to Lessee for injury or death resulting from Lessee's use of the storage space.

## 6. INSURANCE COVERAGE (Elks Lodge #6) for Lessee:

**Business Liability:** Personal Medical Expenses for accidental injury on RV & Boat Storage premises. **Business Personal Property**: Damage to your property (RV, Boat, Boat Trailer or Vehicle) due to Mother Nature type causes (for example, tree limbs and debris removal).

- **7. HAZARDOUS MATERIALS:** Elks Lodge #6 specifically prohibits storing or using within the storage area, explosives, combustible materials, chemicals, odorous or other inherently dangerous materials. All propane tanks must be turned **OFF** prior to storage.
- **8. REPAIR LIMITATIONS: NO** repairs or outside cleaning is to be performed on RVs. Boats, Boat Trailers or Vehicles within the storage area. It is understood that if Lessee has a flat tire or reasons that immediately and temporally impedes moving Lessee's property, repairs will be permitted.
- **9. ACCESS BY ELKS LODGE #6**: In the case of EMERGENCY, Elks Lodge #6 shall be permitted to enter the stored item without consent of Lessee. The term "EMERGENCY" shall mean any sudden, unexpected occurrence or circumstance which, in the reasonably exercised judgment of Elks Lodge #6. requires immediate action.
- **10. FORCE MAJEURE:** Neither Lessee or Elks Lodge #6 shall be responsible for any losses or damages of any kind resulting from their respective non-fulfillment of any terms or conditions of this Agreement if such non-fulfillment results in whole or part from war, riot, strike, flood, earthquake, or any other act or occurrence beyond its control.
- **11**. **ACCESS TO PREMISES**: At Elks Lodge #6 sole discretion, Lessee's access to the storage area may be conditioned in any manner deemed reasonably necessary by Elks Lodge #6, including, without limitation, the accommodation of other persons in the storage area, and the security of such other persons and/or their property that is located in the storage area. Such measures may include, but are not limited to, limiting hours of operation for, or access to, the storage area. Elks Lodge #6 may require any person that seeks access to the storage area, other than Lessee, to be expressly approved by Elks Lodge #6 and such right of approval shall not be arbitrarily or capriciously exercised.
- **12. PERIOD OF STORAGE**: Period of storage will be indicated on the first page (1 of 4) of this contract. No discount for early or late arrival or late departure. In the event Lessee fails to remove the stored item from the storage property upon the expiration of this Agreement, the current rental rates then in effect, in addition to all other provisions under this Agreement shall apply.
- **13**. **MONTH-to-MONTH**: Monthly storage constitutes a monthly Agreement. As such Lessee will be charged for rental storage monthly whether or not Lessee's RV, Boat, Boat Trailer, or Vehicle is physically located in the storage area.

- **14. SIX (6) MONTH STORAGE**: Six (6) month storage constitutes a six (6) months Agreement and, as such, Lessee will be charged lump sum, in advance, whether or not Lessee's RV, Boat, Boat Trailer or Vehicle is physically located in the storage area during any of the six (6) consecutive months from execution date of this Agreement. Upon the completion of this Agreement, Lessee will automatically convert to a month-to-month contract unless Elks Lodge #6 is notified in writing, by the Lessee, for the reinstatement of a six (6) month or longer Storage Agreement or longer Storage Agreement and such new period is approved by Elks Lodge #6.
- **15. YEARLY STORAGE**: Yearly storage constitutes a 1-year (12 months) Agreement, and as such Lessee will be charged lump sum, in advance, whether or not Lessee's RV, Boat, Boat Trailer or Vehicle is physically located in the storage area during any of the twelve (12) consecutive months from execution date of this Agreement. Upon the completion of this Agreement, Lessee will automatically convert to a month-to-month Agreement unless Elks Lodge #6 is notified in writing for the reinstatement of a yearly Storage Agreement or possible six (6) month Storage Agreement and such a new period is approved by Elks Lodge #6.
- 16. This Agreement contains the entire Agreement between the Lessee and Elks Lodge #6 and no oral agreements shall be in effect whatsoever.
- **17**. **ACCEPTANCE OF THIS AGREEMENT**: Storage and payment for storage, in any form, constitutes acceptance of the Terms and Conditions as set forth by this Agreement.
- **18**. **NOTICE OF TERMINATION**: This agreement may be terminated by either Lessee or Elks Lodge #6 upon thirty (30) days in advance written notice. If Lessee has a monthly, six (6) month, or yearly Agreement, Lessee will continue to be charged per the Agreement whether your RV, Boat, Boat Trailer, or Vehicle is physically located in the storage area or not until the agreement is properly terminated.

THE UNDERSIGNED LESSEE AND ELKs LODGE #6 REPRESENTATIVE ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Lessee's Print name:	<del></del> ,
Lessee's Signature:	Date:
Elks Lodge #6 Representative Print Name:	
Flks Lodge #6 Representative Signature:	Date:

