



Elks Lodge #6

6446 Riverside Blvd., Sacramento, CA 95831

(916) 422-6666 www.elks6.com/RV

RV • BOAT • BOAT TRAILER • VEHICLE Storage and Rental Agreement

Effective July 1, 2023

LESSEE NAME: _____ SPACE #: _____

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

Elks Member #: _____ Lodge #: _____ Exp. Date _____ (must be kept current)

Driver's License #: _____ State: _____ Exp. Date: _____

Email: _____ Phone #: _____ Phone #: _____

RV Description _____ Length: _____ License #: _____

Boat Description: _____ Length w/trailer: _____ Hull #: _____

Boat Trailer Description: _____ Length w/no boat: _____ License #: _____

Vehicle Description: _____ Model: _____ Color: _____ License #: _____

Insurance coverage for property(ies) named above: (Company Name) _____

Policy #: _____ Insurance Expiration Date: _____ (must be kept current)

(attach copy of proof of insurance)

CONTRACT START DATE FOR STORAGE: _____

LESSEE AGREES TO THE FOLLOWING TERMS/PAYMENT SCHEDULE:

18' to 21' - _____ \$330 Quarterly _____ \$600 Biannual _____ \$1,080 Yearly

21' to 31' - _____ \$360 Quarterly _____ \$660 Biannual _____ \$1,200 Yearly

31' to 36' - _____ \$390 Quarterly _____ \$720 Biannual _____ \$1,320 Yearly

PAYMENT DUE ON OR BEFORE THE FOLLOWING DATES:

_____ Quarterly – July 1st October 1st January 1st April 1st

_____ Biannual – July 1st January 1st

_____ Yearly - July 1st

NOTE: Fees will be prorated according to the above Terms/Payment Schedule

1. RENT: Rent shall be due and payable on or before the first (1st) of each month per agreed payment schedule. 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 ten (10) calendar days of the payment due date. After one (1) returned check, 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 of collection.

Lessee's initials _____

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.

Lessee's initials _____

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.

Lessee's initials _____

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.

Lessee's initials _____

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.

Lessee's initials _____

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).

Lessee's initials _____

7. HAZARDOUS MATERIALS: Elks Lodge #6 specifically prohibits storing or using explosives, combustible materials, chemicals, odorous or other inherently dangerous materials within the storage area. All propane tanks must be turned **OFF** prior to storage.

Lessee's initials _____

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 temporarily impedes moving Lessee's property, repairs will be permitted.

Lessee's initials _____

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.

Lessee's initials _____

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 either the Lessee's or Elks Lodge #6 control.

Lessee's initials _____

11. ACCESS TO PREMISES: At Elks Lodge #6's 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.

Lessee's initials _____

12. PERIOD OF STORAGE: Period of storage will be indicated on the first page 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.

Lessee's initials _____

13. QUARTERLY STORAGE: Quarterly storage constitutes a three (3) month pay period Agreement and, as such, Lessee will be charged for rental storage quarterly whether or not Lessee's RV, Boat, Boat Trailer, or Vehicle is physically located in the storage area during any of the three (3) months from execution date of this agreement.

Lessee's initials _____

14. BIENNIAL STORAGE: Biannual storage constitutes a six (6) month pay period 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.

Lessee's initials _____

15. YEARLY STORAGE: Yearly storage constitutes a 1-year (12 months) pay period 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.

Lessee's initials _____

16. This Agreement contains the entire Agreement between the Lessee and Elks Lodge #6 and no oral agreements shall be in effect whatsoever.

Lessee's initials _____

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.

Lessee's initials _____

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 Quarterly, Biannual, or Yearly Agreement, Lessee will continue to be charged per the Agreement whether your RV, Boat Trailer, or Vehicle is physically located in the storage area or not until the agreement is properly terminated.

Lessee's initials _____

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

Lessee: _____
print name

Lessee: _____ Date: _____
signature

Elks Lodge #6 Representative: _____
print name

Elks Lodge #6 Representative: _____ Date: _____
Signature