

STORAGE AGREEMENT for the BOAT YARD (V1)

Lake Grove Park LLC, Box 12, 2612 County Route 6, Alpine NY 14805

READ this lease carefully. It describes the terms and conditions for boat storage at Lake Grove Park Boat Yard. After reading, complete the final page.

Information that is specific to the occupant's lease is found before the signatures on the page titled *information specific*. Paragraphs in the Storage Agreement that reference this specific information use the notation *information specific*.

This lease ("Lease" or "Storage Agreement") is dated and made between the occupant (*information specific*) ("Occupant") and Lake Grove Park LLC ("LGP")

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LGP and Occupant hereby covenant and agree as follows:

1. **Space** – LGP demises and leases to Occupant, and Occupant rents from LGP, a certain space ("Space") in the Lake Grove Park Boat Yard, located in the Town of Catherine, County of Schuyler, State of New York, and having an address of 2619 CR 6, PO Box 12, Alpine, NY 14805 ("Boat Yard"). Such Space shall be sufficient for the storage of Occupant's boat/trailer in the area designated by LGP as a location red or blue and nearest post number (*information specific*) in the Boat Yard. LGP reserves the right to change the location within the Boat Yard of the Space designated for Occupant's use.
2. **Term** – The term of this Lease shall commence on October 1, 20__, and shall expire at noon on April 15 of the following year. Said term shall be referred to as the "Storage Period."
3. **Summer Period** – The "Summer Period" shall be the period not included in the Storage Period and shall begin at noon on April 15 of each year and end on September 30 of the same year. Campers at Lake Grove Park or other invited guests may keep their boats/trailers in the Boat Yard during the Summer Period. LGP campers or other invited guests who place their boats/trailers in Boat Yard during the Summer Period will be considered occupants of the Boat Yard and will be expected to comply with the terms and conditions of this Storage Agreement. During this Summer Period, LGP campers may have a reduced rent.
4. **Usage of Space** - The Space assigned to Occupant pursuant to this Storage Agreement is to be used by Occupant solely for the purpose of storing a utility trailer and/or boat trailer, either with or without a boat. A description of the boat and/or trailer Occupant is authorized to store in the Space is set forth in *information specific*. Occupant shall not assign the Space or otherwise permit the Space or any part thereof to be used or occupied by any other party without the prior written consent of LGP in each instance.

5. **Alteration of Space** – Occupant shall not alter the Space in any manner. Occupant may not place stakes in the ground or secure a boat or trailer stored in the Space to any fence posts in or around the Boat Yard.
6. **Rent** - Occupant agrees to pay rent for each boat/trailer Occupant stores in the Boat Yard during the term of this Storage Agreement. On or before October 1 of the year in which the Storage Period commences, Occupant shall deliver to LGP full payment of rent, together with this Storage Agreement executed by Occupant. The amount of rent to be paid by Occupant for the entire term shall be as described in *information specific*.
7. **Waste Removal Fee** - At the end of the Storage Period, Occupant shall remove from the Space all tires, cinder blocks, tarps, ropes and any other items used to support a boat or trailer during the Storage Period. All items not placed on Occupant's boat trailer or otherwise removed from the Space will be considered waste. Immediately following the Storage Period, LGP will remove all waste from the Boat Yard. Any waste removed from the Space assigned to Occupant shall result in the assessment of a Waste Removal Fee to be paid by Occupant.
8. **Occupant's Maintenance of Boats** – Neither Occupant nor any other person shall be permitted to perform maintenance on any boat, trailer or other item of equipment within the Space.
9. **Maintenance/Mowing of Boat Yard:** At unscheduled times, LGP will mow the Boat Yard or perform other maintenance tasks. These maintenance/mowing tasks depend on weather and availability of equipment so cannot be accurately scheduled. Occupant recognizes that his/her boat/trailer may at unscheduled times temporarily be moved to permit such mowing or other maintenance of the Boat Yard. After completion of the maintenance/mowing task the Boat Yard Manager will return the occupants boat/trailer to its original space location.
10. **Manager's Right to Move Occupant's Boat/Trailer.** The Boat Yard Manager shall be permitted to temporarily move the Occupant's boats/trailers to a different space location. The Boat Yard Manager will use ordinary care and caution in moving trailers. However, the Boat Yard Manager and LGP shall not be liable for any damage to a boat or trailer due to unforeseen or unusual circumstances that are not apparent in casual observation of the boat/trailer.
11. **Default of Lease** – In the event Occupant fails or refuses to comply with any term of this Storage Agreement, LGP shall have a lien on all personal property stored in Occupant's Space for rent, labor or other charges in relation to the personal property, and for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to this Storage Agreement. Personal property stored in Occupant's Space will be sold or otherwise disposed of if full payment of the rent required pursuant to Section 6 hereof has not been received by November 1 of the year in which the Storage Period commences. Occupant shall hold harmless LGP, its employees and agents, from and against any expense, loss or liability (including, without limitation, legal and collection

fees) suffered or incurred by LGP or any third party as a result of or in connection with any breach by Occupant of Occupant's obligations under this Storage Agreement.

12. **Security and Insurance** – The storage of Occupant's boat and/or trailer within the Boat Yard pursuant to this Storage Agreement shall be solely at Occupant's risk. LGP does not provide any type of insurance protecting Occupant's personal property from loss by fire, theft, falling limbs, wind, or any other type of casualty loss. It is Occupant's sole responsibility to obtain such insurance. Furthermore, Occupant is solely responsible for securing Occupant's trailer and/or boat against any theft, vandalism or other unanticipated loss or damage. Occupant hereby releases LGP, its employees, agents and invitees from all liability for any loss or damage to Occupant's boat, trailer and any other property whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of LGP or LGP's employees, agents, licensees or invitees.
13. **Renewal of Lease** - An Occupant in good standing may renew this lease agreement for the next storage period by completing the form titled "Boat Yard Renewal and Registration" and giving it to the Boat Yard Manager or returning it to LGP by U.S. mail on or before October 1 of each year.

Information Specific for Storage Agreement for the Boat Yard (revision 2)

Occupant & Date of Lease:

This Storage Agreement is made and entered into this _____ day of _____ 201__ by and between Lake Grove Park LLC, referred to as LGP and the Occupant who gives the following information:

Name: _____

Address: _____

Telephone: Home _____ Cell _____ Work: _____

LGP Site number: _____ Email address: _____

Space:

- **Location:** [Red] or [Blue]
- **Post number** (nearest post location) _____

Use of space:

	Make/Model	Year	Serial	License
Trailer/boat				
Other trailer				

Payments (checks payable to: Lake Grove Park LLC):

- **Lease Payment:** \$ _____ [cash] or [check] payment date: _____

- **Waste Removal Fee:** \$ _____

TOTAL: _____

In WITNESS WHEREOF, LGP and Occupant have executed this Lease on the day and year first above written:

_____, Boat Yard Manager for LGP

_____, Occupant