

Lakefront Boat Storage
 300 Sapphire Street
 New Orleans, LA 70124
 (504) 283-3421 office (504) 283-3423 fax
 www.lakefrontboatstorage.com

R E N T A L A G R E E M E N T

Date _____
 Tenant Name _____
 Address _____

 Home Phone # _____
 Cell # _____
 Work Phone # _____
 Others Authorized to Enter _____

Space # _____
 Type of Space: Open
 Approximate Size _____
 Driv. Lic. # _____
 Exp. Date _____
 SS # _____
 E-mail _____
 Employer Address _____

Will this space be in any way associated
 with a company? _____
 If yes, company name _____

Item(s) to be stored _____

Co. Address _____

Someone not in your household to be
 notified in case of emergency
 Name _____
 Phone # _____

Standard Monthly Rental Rate: _____
 Pro Rated Rent: _____
 Pre-paid Rent: _____
 Cleaning/Damage Deposit: _____
 Administration Fee: _____
 Key Deposit: _____
 Invoice Fee: _____
 Other: _____
 Special Promotional Rate: _____
 Promotion Rate Starts on: _____
 and Expires on: _____
 Next Payment Amount: _____
 Next Rent is due on: _____

TOTAL DUE NOW: _____

Once Promotional Rate expires,
 Standard Monthly Rental Rate
 applies. Normal Monthly Rental
 Rate Begins on: _____

This Rental Agreement, (hereinafter referred to as the "Agreement"), is made and entered into as of the attached set forth date (the "Rental Agreement Date"), by and between NOROALTOM DEVELOPMENT CO., INC. D/B/A LAKEFRONT BOAT STORAGE, the Landlord, (hereinafter referred to as the "Landlord") as Landlord and the Tenant identified above, (hereinafter referred to as the "Tenant") whose last known address is set forth above for the consideration provided for in this Agreement. The Tenant agrees to rent from the Landlord, and the Landlord agrees to let the Tenant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self service storage facility known as Lakefront Boat Storage, 300 Sapphire Street, New Orleans, LA 70124 (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and condition, beginning on the Rental Agreement Date listed above and continuing month to month until terminated. Tenant's failure to vacate the premises on the last day of the month automatically renews the lease for one month. Rent is due in the Landlord's offices on the first of every month, in advance and without demand.

Rent. The Tenant agrees to pay the Landlord, for the use of the Space and improvements thereon, the Monthly Rent listed above. Monthly installments are payable in advance at the Landlord's office on or before the first day of each month, in the amount of the Monthly Rent stated above, and a like amount each month hereafter, until the termination of this Agreement. The Landlord acknowledges receipt of the sum set forth above showing payment through the Rent Paid To Date shown above. If any monthly installment is not paid by the fifth (5th) of the month due or if any check delivered in payment is dishonored, the Tenant shall be deemed to be in default under the terms of the Agreement. The Tenant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Tenant's breach of the peace shall also constitute a default hereunder. In the event of the Tenant's default, the Landlord shall have the option to immediately terminate this Agreement in which case the Tenant's right to occupy the Space will immediately cease, and all rent will become immediately due and payable. In addition, after the 5th of the month, the Landlord may, without notice, deny the Tenant access to the Space and property stored in the self-storage facility. The Tenant agrees and understands that partial payments will not be accepted or delay or stop foreclosure and sale of Tenant's property. Only FULL payments shall serve to waive or avoid the legal effect of prior notices given to Tenant. Only FULL payment on the Tenant's account prior to the published auction date will stop a scheduled sale of the property. If Tenant has agreed and signed documents to allow for rent to be paid on a recurring basis through a debit card, credit card payment or direct withdrawal from checking account, it is the sole responsibility of the Tenant to notify the Landlord in writing of any changes to the account that would result in non payment, such as but not limited to, expiration on credit card, change in bank account, closing account, etc. If for any reason automatic payment is denied, late charges on rental fees will apply.

Denial of Access. If any monthly payment is not paid by the fifth (5th) of the month due or if any tendered payment is dishonored Landlord may without notice, deny the Tenant access to the Space and the property stored in the self storage facility, and may place a blockage to the Space and/or deny the tenant entrance onto the property. If blockage is placed on a space for non-payment, a fee of \$15.00 will apply. Any tampering with the blockage constitutes breaking and entering. If Tenant has a boat trailer or other vehicle located in an open air space, and has any unpaid balance on account, the Landlord has the right to use a chain or wheel boot to over lock the property until the unpaid balance is paid in full.

Fees. Concurrently with the execution of the Rental Agreement, the Tenant shall pay to the Landlord a non-refundable **New Account Administration Fee** in the amount set forth above. A statement for the monthly rent will not be sent to the Tenant. The Tenant may, however, elect to pay an additional fee of \$10.00 as an Invoice Fee. If any monthly installment is not received by the fifteenth (15th) of the month due, the Tenant shall pay to the Landlord a late fee in the amount of \$35. Additionally, if any monthly installment is not received by the sixteenth (16th) of the month due, Tenant will pay to Landlord an additional late fee of \$4.00/day. All said late charges shall be immediately due and payable without demand from the Landlord. If any check is dishonored for any reason, all rent or late fees shall be immediately due and payable in addition to a return check charge identified above as an NSF fee in the amount charged by the bank. If the Tenant's property is processed for sale at a public auction, the Tenant shall be responsible for a minimum public auction processing fee in the amount of \$100.

Cleaning/Damage Deposit. The Tenant further agrees to deposit with the Landlord upon execution of this Agreement the sum shown above (hereinafter referred to as a "Cleaning/Damage Deposit") which shall be held during the term hereof and used as a cleanup and maintenance fund to be used only if required for the repair of any damage done directly or indirectly by the Tenant to the Space or Property and to clean up the Space upon termination of this Agreement. If the Space is left in a good state of repair, and in broom-swept condition and all items are removed from the Space and property, and the Tenant is not otherwise in default hereunder, this amount shall be refunded upon the request of the Tenant. Such Cleaning/Damage Deposit shall be refunded to the Tenant without interest and within thirty (30) days after termination of this Agreement after all rent due and owing paid in full. Should the total deductions herein authorized exceed the amount of the property damage, cleaning/damage deposit, Tenant agrees to pay Landlord amount of such excess.

Use of Space; Compliance with Law. The Tenant shall use the Space named herein solely for the purposes of storing personal property belonging to the Tenant. The Tenant agrees not to store any explosives, or any flammables (no gasoline cans allowed), odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the Property which would cause danger or nuisance to the Space or any other portion of Property. The Tenant agrees that the Space and the Property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Tenant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the space or anywhere on the Property and will keep the Space and the Property in good condition during the term of this Agreement. The Tenant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Tenant. The Tenant hereby waives any claim for sentimental value for the Tenant's emotion attachment to any property that is stored in the Space or on the Property. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the

Space or the Property shall become contaminated in any manner for which the Tenant is directly or indirectly responsible, the Tenant shall indemnify and hold the Landlord harmless from and against any and all claims, including attorney's fees, consultant and expert fees resulting from or arising out of any contamination by the Tenant, whether incurred during or after the lease term. Tenant agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any renovations, painting or other contracting. The Tenant will indemnify and hold the Landlord harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees arising from the Tenant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Tenant in the Space or on or about the Property.

Condition and Alteration of Space. Tenant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Should Tenant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Landlord, than all costs necessary to restore the Space to its prior condition shall be borne by Tenant. Tenant agrees to pay for any and all damages caused by himself, Tenant's employees, agents, family, guest or their animals to the space rented, or to any other real or personal property located at the facility or used in connection with it. The above space has dimensions listed and these dimensions are only approximations and Tenant agrees that slight variations are not a breach in the contract. The space is rented "as is." Prior to signing, Tenant has the right to inspect the "space" and once the lease is signed, Tenant agrees that the space is acceptable.

Entry Into Facility. Only Tenants are given keys for entry onto the premises. Tenant agrees not to give his key to any unauthorized person. Tenant agrees also not to use their key to allow any other Tenant into the gated facility; this includes anyone trying to tail gate in. The Landlord will be diligent in restoring any inoperable controlled access mechanisms to working condition in a timely manner. No reimbursement of any monetary value shall be made for matters beyond Landlord's control.

Termination. This Agreement shall continue from month to month unless the Tenant or Landlord delivers to the other party a written notice of its intention to terminate the Agreement at least ten (10) days prior to the end of the then current rental period. Upon termination of this Agreement, the Tenant shall remove all personal property from the Space (unless such property is subject to the Landlord's lien rights as referenced herein), and shall deliver possession of the Space to the Landlord on the day of termination. If the Tenant fails to fully remove its property from the Space within the time required, the Landlord, at its option, may without further notice or demand, either directly or through legal process, reenter the Tenant's Space within the time required, the Landlord, at its option, may without further notice or demand, either directly or through legal process, remove all property there from without being deemed guilty in any manner or trespassing or conversion. All items, left in the Space or on the Property after vacating will be deemed to be of no value to the Tenant and will be discarded by the Landlord at the expense of the Tenant and can be taken out of the cleaning/damage deposit. This Agreement shall automatically terminate if the Tenant abandons the Space. The Tenant shall be deemed to have abandoned the Space if the Tenant has removed the contents of the Space and is **not current in all obligations hereunder.** Rent prepaid for any period in which the Tenant moves out early shall not be refunded.

No Bailment. The Landlord is not a warehouseman engaged in the business of storing goods for hire and no bailment is created by this Agreement. Landlord exercises neither care, custody nor control over the Tenant's stored property. All property stored within the Space or on the Property by the Tenant or located at the facility by anyone shall be stored at the Tenant's sole risk and the Tenant must take whatever steps he deems necessary to safeguard such property. The Tenant must keep the Space locked and must use only the lock provided by Landlord. Tenant may not over lock Space with any other means. Landlord and Landlord's employees shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property, or for any personal injury or death occurring to the Tenant, the Tenant's invitees, family, employees or agents resulting from or arising out of the Tenant's use of the Space or the Property from any cause whatsoever, including but not limited to theft, mysterious disappearance, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, mold, mildew, moisture, act of terrorism, Act of God, or the active or passive acts, omissions or negligence of the Landlord, the Landlord's agents or employees. Tenant and Landlord agree that only the personal property of the Tenant can be stored; Tenant agrees not to store the personal property of others.

Insurance. Landlord does not provide any type of insurance that would protect the Tenant's personal property from loss by fire, theft, or any other type of casualty loss. **It is the Tenant's responsibility to obtain such insurance.** Tenant, at the Tenant's expense, shall secure insurance to protect self and ALL property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Tenant's property is a material condition of this Agreement. Tenant must provide insurance documents to Landlord to be kept on file. This insurance must include property insurance as well as liability insurance. Tenant shall make no claim whatsoever against the Landlord's insurance in the event of any loss. Tenant agrees not to subrogate against Landlord in the event of loss or damage of any kind or from any cause. Any change on Tenant's insurance policy must be recorded with this Agreement. Landlord can request proof of current insurance at anytime during Agreement period and may terminate

Agreement if adequate proof of insurance is not obtained.

Landlord's Right to Enter. In cases where the Landlord considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Tenant agrees that the Landlord, or Landlord's representative, shall have the right without notice to enter into the Space and to remove contents or have contents removed by the Tenant to another space and continue to store such contents at the sole cost and expense of the Tenant. Upon presentation of a search warrant or probable cause, a Health or Law Officer can be granted access to the space for inspection.

Landlord's Lien Rights. Pursuant to Section 4756 of the Louisiana Code, upon default by the Tenant, Landlord has a privilege, that is a claim or security interest on all personal property stored in Tenant's Space for rent, labor, or other charges, present or future, in relation to the personal property and for its preservation or expenses reasonably insured in its sale or other disposition pursuant to this Agreement. Personal property stored within the leased Space may be sold to satisfy the lien if the Tenant is in default.

Security Agreement. This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of and is hereby granted to the Landlord by the Tenant to secure the payment and performance of any default of the Tenant hereunder. All rights of the Landlord hereunder or at law or in equity are cumulative and an exercise of one or more of such rights shall not constitute a waiver of any other rights. The Tenant hereby waives and renounces its right to the benefit of any exemptions it may otherwise have under Louisiana law.

Tenant's Liability. In the event of a foreclosure of the Tenant's interest in the Space, it is understood and agreed that the liability of the Tenant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Landlord may use a collection agency thereafter to secure any remaining balance owed by the Tenant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, Landlord may dispose of said property in any manner considered appropriate by Landlord.

Assignment and Subletting. Tenant shall not assign this Agreement or sublet the Space.

Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part(s) were not written into this Agreement. No waiver by the Landlord of any provision hereof shall be deemed a waiver of any of the provision hereof or any subsequent default or breach by the Tenant.

Attorney's Fees. In the event the Landlord retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Tenant, the Tenant agrees to pay to Landlord, reasonable costs, expenses and attorney fees incurred in any such action.

Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

Governing Law. The State of Louisiana law shall govern this Agreement and any actions between the parties.

Waiver of Jury Trial. Landlord and Tenant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint, at law or in equity brought by either the Landlord against the Tenant or visa versa, arising out of or in any way connected with the Rental Agreement, Tenants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

Limited Warranty. This agreement contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of the Landlord are not authorized or permitted to make any warranties about the Space, Property or any facilities referred to in this Agreement. The Landlord's agents and employees' oral statements do not constitute warranties and shall not be relied upon by the Tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. It is further understood and agreed that Tenant has been given an opportunity to inspect and has inspected this Space and overall facility and Landlord accepts such leased Space AS IS and WITH ALL FAULTS. Tenant understands that all space sizes are approximate and enters in the Agreement without reliance on the estimated size of the storage space.

Rules. The Tenant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Landlord from time to time. All rules and Regulations shall be deemed part of this

Agreement.

Notice of Change of Address. Tenant represents and warrants that the information Tenant has supplied in this Rental Agreement is true, accurate and correct, and agrees to provide prompt written notice to Landlord of any change to Tenant's address or change in the status of any liens or secured interests on Tenant's property in the Space. Tenant understands that he must personally deliver such notice to Landlord or mail such notice by certified mail, return receipt requested, to Landlord at the above address.

Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Landlord upon thirty (30) days prior written notice to the Tenant. Tenant may terminate this Agreement on the effective date of such change by giving Landlord ten (10) days prior written notice after receiving notice of change. If Tenant does not give such notice of termination, change shall become effective on the date stated and thereafter apply to the occupancy hereunder. In the event the Lease is extended or renewed, it is expressly agreed that the covenants and terms of this agreement shall remain in full force and effect.

Military Service. Tenant must provide written notice to Landlord if Tenant is active in Military Service. Landlord will rely on this information to determine applicability of Service Member's Civil Relief Act.

Landlord's Option to Renew. Landlord reserves the right not to extend or renew this Agreement for any cause whatsoever and the Tenant agrees to vacate upon written demand due to compliance or any breach of items, conditions or covenants of this Agreement.

Notice to Tenant. By signing this Agreement, Tenant hereby acknowledges that he has read, understands and accepts all terms and conditions expressed herein this Rental Agreement by Lakefront Boat Storage.

Noroaltom Development Co., Inc. d/b/a
Lakefront Boat Storage

Tenant Signature

Print Name and Date

Lakefront Boat Storage

300 Sapphire Street

New Orleans, LA 70124

(504) 283-3421 office (504) 283-3423 fax

www.lakefrontboatstorage.com

RV, Trailer, Boat or Vehicle Addendum to be used in conjunction with Lakefront Boat Storage Rental Agreement

Tenant's Name _____

Space # _____
Date _____

Complete all information in Section A, B, or C that apply

SECTION A - BOAT INFORMATION

Make/Model _____ HIN or Serial # _____

Length of Boat _____ Year Built _____ Est. Value \$ _____

Name of Registered Owner _____

Address of Registered Owner _____

Insurance Provider _____ Policy Number _____

Name of Registered Owner _____

Address of Registered Owner _____

Motor Information

MIN/Serial # _____ HP _____

Make _____ Year Built _____ Est. Value \$ _____

Check one: _____ Inboard _____ Outboard _____ I/O _____

Trailer Information

License Plate _____ State Registered _____ Exp. _____

VIN/Serial # _____ Est. Value \$ _____

Insurance Provider _____ Policy Number _____

Name of Registered Owner _____

Address of Registered Owner _____

SECTION B - RV INFORMATION

Make _____ Model _____ Year _____

Lic. Plate _____ State Registered _____ Exp. _____

Length _____ VIN _____ Value \$ _____

Insurance Provider _____ Policy Number _____

Name of Registered Owner _____

Address of Registered Owner _____

SECTION C - ALL OTHER VEHICLES OTHER THAN BOAT OR RV

Type of Vehicle _____ Make/Model _____ Year _____

Body Style _____ 2 door _____ 4 door _____ Est. Value \$ _____

VIN _____

Title _____

State Registered _____ Exp. Date _____ Lic. Plate # _____

Insurance Provider _____ Policy Number _____

Name of Registered Owner _____

Address of Registered Owner _____

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This addendum is for any item or goods stored that could have a value exceeding \$20,000. In conjunction with this addendum, Tenant agrees to the terms below:

- 1) **Insurance is Mandatory.** Tenant agrees to maintain insurance for full replacement cost coverage against all perils, without exception specifically written for the above mentioned item. This coverage must be continuous throughout the time the item is stored. You must provide insurance documents at the time this addendum is signed for proof of insurance. By signing this agreement, you authorize Lakefront Boat Storage to contact your insurance agent directly to check on status of coverage at our discretion. You must provide us within seven (7) days of our request, proof that a policy is in force and effect.

- 1) **Lapse in Coverage.** Tenant agrees that if at any time the insurance described in this addendum is found to be inactive, canceled or lapsed for any reason whatsoever, this is an automatic default under the rental agreement terms and the consent to store item in excess of \$20,000 is automatically withdrawn without the necessity of further action or notice from Lakefront Boat Storage. If this action occurs, the value of the item will automatically be deemed not to exceed \$20,000.

- 1) This document is to acknowledge that Lakefront Boat Storage provides no insurance for any property stored on the premises and is not responsible for any loss or damage of any kind whatsoever.

Registered Owner Name _____

Signature _____

Date _____

Lakefront Boat Storage
300 Sapphire Street
New Orleans, LA 70124
(504) 283-3421 office (504) 283-3423 fax
www.lakefrontboatstorage.com

Please accept our thanks for giving us the opportunity to meet your storage needs. Our staff will always do everything possible to merit the confidence you have shown in our business. Our office hours are:

*8:30 a.m. to 5:00 p.m., Monday thru Friday
Closed Saturday and Sunday*

For your convenience, the gate is accessible 24 hrs./day and 7 days/week.

Our office is located at the Smith Lupo Center, 145 Robert E. Lee Blvd., Penthouse Suite, New Orleans, LA 70124. We are closed on all major holidays, however, you have access to your space 365 days a year.

In order to avoid late fees, please note that rent is due in our offices on or before the first of the month. Late fees are assessed as described in the Rental Agreement.

Please notify our office, in writing, of any change in address, telephone number or if you change or cancel insurance.

Please note that when vacating a space we do not refund any partial month's rent. When you vacate your space, you must give a ten (10) day notice or you will be assessed another month's rent. In order to have your damage/cleaning deposit refunded, you must leave the leased space clean, swept and with no damage. Refunds can be returned all or in part, and will be returned within one month after the space is vacated.

**In case of an emergency, call 504-283-3421.*