

2012 CORRAL/BACKSIDE RENTAL AGREEMENT



1. Terms of the agreement will be Annual / Semi-Annual (Circle One), beginning on _____ and ending on _____. Billing for rental fees will be considered an offer by the Lessor to renew for an additional term. Lessee agrees to pay term fee in full prior to storing said property in this agreement. Please review the details within this agreement, sign and return with your payment.
2. **THE PROPERTY LISTED IN THIS AGREEMENT IS THE ONLY PROPERTY ALLOWED IN STORAGE.** Occupancy of the storage area may not be transferred, sold, subleased, or loaned to another person without the written approval of the Lessor.
3. Lessee agrees that said property being stored is a usable and functional property and understands Lessor wishes only to store usable and functional property. Lessee agrees that should Lessor deem Lessee's said stored item unusable, Lessee will be responsible for removal of said item within 30 days of notice or upon expiration of this agreement. Failure on Lessee's part to remove said item upon notification of "non-usable" use may result in fees for services rendered to remove Lessee's stored item.
4. The boat listed in this agreement is to be placed in the storage at the risk of the Lessee. Lessor will not be responsible for damage to or theft of property or possessions. Be cautious about leaving valuables unattended. This agreement to rent a storage spot does not create or establish a bailment. Lessee shall be responsible for providing liability insurance and insurance on any personal property of Lessee, including, but not limited to, the boat, the PWC(s), the trailer(s), its contents, equipment, motors, fishing equipment or any other personal property of Lessee located in, on or around the customer's boat or left on Patterson Harbor premises and/or common areas.
5. Fueling of stored property in, or in the vicinity of the storage area is prohibited. All fueling must be done only at the gas dock. Anyone who fuels their property anywhere else while in Patterson Harbor cove or on the property other than the gas dock is in violation of this contract and it will be terminated immediately. Use of grills, fireworks, or any other fire hazardous device or materials (including any flammable liquids) is also prohibited in the storage area. No Exceptions.
6. Designated storage area is for the sole use of storage of said property only. No gathering or loitering is permitted on the said stored property while it is being stored or in the area where property is being stored.
7. The cove where Patterson Harbor is located is a **NO WAKE ZONE** starting at the inlet near the campground point. Failure to follow this rule is grounds for termination of all agreements and immediate removal of all property on Lessor's property with no refund of lease money paid. No speed limit is posted as each boat/PWC (Personal Water Craft) has unique features that attribute to the boat/PWC ability to create a wake. The rule is simple, **NO WAKE**. This rule applies to the Lessee and/or any other person(s) navigating the Lessee's property on the water.
8. Lessee shall not modify or make improvements to their storage area without written approval of Lessor.

Lessee's Initial: _____ Date: _____

9. Lessee's failure to make any payments when due (including marina, service or bar tabs) or to comply with the rules/regulations set forth herein shall be a breach of this Agreement and Lessor shall be entitled to terminate this Agreement and require the immediate removal of personal property from this premises and store the same at Lessee's expense. Lessee shall further be responsible for any attorney fees which Lessor may incur in the enforcement of the provisions of this Agreement.
10. The Lessor reserves the right to reassign location of Lessee's property if needed to maintain or improve storage operations. Lessee understands Lessor will be required to move said stored item on a regular basis to maintain area where property is being stored. Lessee agrees to leave said property in operational condition such that it can be moved as required by Lessor's maintenance schedule or operations requirements. Lessee understands that Corral/Backside Storage is for open storage only and Lessor does not provide reserved spots.
11. No refunds will be given in the event of low water or if the lake is inaccessible for any reason. This agreement in no way constitutes an agreement to load/launch Lessee's property into the water. In the event the Lessee requests to have their boat or PWC launched/loaded and Lessor is able to provide such a service, it is the responsibility of the Lessee to ensure the hitch and winch are maintained in good condition. **Hitch and winch shall have safety chain or cable in good condition and capable of holding boat/trailer in the event of failure of hitch or winch.** In the event that any of these should fail or need repair, the Lessor shall be entitled to do the repairs or replacement at the Lessee's expense. Lessor will make reasonable efforts to contact the Lessee regarding repairs requiring attention of the Lessee, but the above stated contact and notification shall be considered gratis by Lessee and is no part of the consideration given herein Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition. Upon reporting a damaged hitch or winch, Lessee's boat will not be loaded or launched until damaged hitch and/or winch is repaired. Lessor shall not be responsible for winches that snap or break during the loading/launching process and subsequent damage to Lessee's boat or trailer.
12. Lessee acknowledges that he/she has inspected the demised premises herein and is satisfied that the premises are adequate for safe storage of Lessee's property. Lessor, or his agents or employees, reserves the right to go upon the property stored therein whenever Lessor deems it necessary to preserve person or property, for the safety of Lessee's property or other property in the storage facility, but Lessor assumes no responsibility for tending to any property stored on said facility. Lessor will make reasonable efforts to contact the Lessee and notify Lessee of dangerous conditions requiring Lessee's attention, but the above stated contact and notification shall be considered gratis by Lessee and is no part of the consideration given herein Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.
13. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invites, while the same are within the geographical limits of the stored property that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor does not provide security from theft or damage to the stored property but it shall be the responsibility of the Lessee to insure, at his own expense, the property stored on the premises against said losses (See Rule #4).
14. No boat repairs major or minor can be performed in the storage area or while said stored property is in Patterson Harbor's cove. Any repair involving the removal of hazardous waste must be conducted off Patterson Harbor premises to prevent hazardous waste from being introduced to the water or surrounding areas. These rules apply to boat trailer repairs involving hazardous waste.
15. Lessor shall not be responsible for winterization of Lessee's property.
16. Lessor holds Lessee liable for the actions of your family and guests while on Patterson Harbor property. Vandalism, theft or abuse of the law will be prosecuted and may result in immediate termination of this agreement.
17. Please report any damages to our office so they can be repaired.

Lessee's Initial: _____ Date: _____

18. Lessor is to be notified immediately if Lessee's property being stored is put up for sale. Lessee agrees that no "For Sale" or "For Rent" signs will be displayed on the boat while said described boat is parked in Marina's storage or at Marina Docks, nor will Lessee identify Marina's name, address or telephone number in any advertisements Lessee may arrange for in connection with the sale or rental of Lessee's boat. Lessor retains rights to dry storage space or boat slip which cannot be sold, subleased or transferred with boat (See Rule 2).
19. This agreement cannot be changed except by the written permission from the Lessor. Lessor reserves the right to make decisions or additions as are deemed proper.
20. Lessee shall indemnify JN Company, Inc. d.b.a. Patterson Harbor and the demised premises against all cost, liability, or expense arising out of any claims by reason of the use or misuse of the demised premises (dry storage, parking area, or common facilities) by Lessee and shall indemnify JN Company, Inc. d.b.a. Patterson Harbor against any penalty, damage, or charge incurred or imposed by reason of any violation of law by Lessee.

JN Company Inc.
D.B.A. Patterson Harbor

By: _____ Vice President
Justin J. Clark

Printed Name of Lessee/Lessees Phone

Signature of Lessee/Lessees

Street or P.O. Box City State Zip

Storage Property Description (Include Year/Make/Model/Hull #/etc...):

Please email me a copy of this agreement: YES, PLEASE ☐ / ☐ NO, THANK YOU (CIRCLE ONE)

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PLEASE SIGN AND RETURN THIS COPY WITH PAYMENT