

BOAT STORAGE RENTAL AGREEMENT

| APPLICANTS NAME ("LESSEE"): | |
|---|---|
| Address: | |
| CITY: | STATE: ZIP: |
| Home Phone: () | CELL PHONE: () |
| EMAIL:(USED FOR CONTACT PURPOSES ONLY) | |
| BOAT MAKE & MODEL: | |
| How do prefer to pay for our services? (Circle One) Check Credit Card Cash (we accept all major credit cards) | |
| CREDIT CARD NUMBER: | |
| EXP. DATE: | C V V CODE: |
| Address at the top of this document, must e | E THE BILLING ADDRESS FOR THIS CREDIT CARD. |
| STORAGE FROM: EFFECTIVE DATE: | ESTIMATED END DATE: |
| YEAR ROUND STORAGE: FROM: | то: |
| By checking the box(es) below, you authorize | E RTS TO DO THE FOLLOWING: |
| I HEREBY AUTHORIZE RTS TO BILL MY CREDIT CARD PER THIS CONTRACT. I HEREBY AUTHORIZE RTS TO TRANSPORT MY BOAT | |
| SIGNATURE: | DATE |
| By signing this document, you are agreeing to the terms and conditions as set forth in page 2 of this document. | |
| TO BE FILLED OUT BY RTS AGENT | |
| BILLING AMOUNT: \$ | MONTHLY ANNUALLY SEASONAL (CIRCLE ONE) |



NOTICE

NEVADA REVISED STATUTES 108.265 ET SEQ. PROVIDES THAT THE RV, BOAT OR OTHER STORED ITEM, WILL BE SUBJECT TO A CLAIM FOR A LIEN IF THE RENT OR OTHER CHARGES DUE PURSUANT TO THIS AGREEMENT REMAIN UNPAID FOR THIRTY CONSECUTIVE DAYS.

This Rental Agreement (the "Agreement"), is entered into on the date indicated on the front of this form, is by and between Lessee (above defined) and Reno Toy Storage LLC, a Nevada limited liability company (hereinafter referred to as "RTS").

- 1. Rent. Rent (above defined) shall be due and payable on the first of each month, in advance. RTS WILL NOT SEND AN INVOICE, IT IS YOUR RESPONSIBILITY TO ENSURE RENT IS PAID BY THE DUE DATE SET FORTH HEREIN. RTS 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) will be assessed on any Rent payment not received within 5 days of the due date each month. After two (2) returned checks, RTS reserves the right to require Lessee to pay with either a credit card or cash. In addition you will be assessed a one and one-half percent (1 1/2%) service charge per month on any delinquent balance, until such balance is paid in full.
- 2. <u>Lien Rights of RTS</u>. RTS shall have a lien upon the Item stored in the storage facility 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, RTS may terminate this Agreement by sending a "Notice of Termination and Lien" required by NRS 108.265 et seq., to Lessee's last known address, which address, unless RTS is otherwise notified in writing by Lessee, shall be the same as hereinabove provided. 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, Lessee may sell Lessee's property as set forth in NRS 108.265 et seq., in order to satisfy the amount of the lien.
- 3. Release and Indemnification of RTS. Storage is at the sole risk of Lessee. RTS 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 RTS, its officers, agents, or employees. Lessee expressly agrees to release, hold harmless and indemnify RTS, all of its officers, agents, employees, or otherwise, from all liability, loss or damage, including the reasonable cost of defense that RTS may suffer as a result of claims, demands, actions or damages to any and all persons, property, cost or judgment against RTS which may result from or arise out of or is in any way connected with the Rental Agreement between Lessee and RTS.
- 4. <u>Storage</u>. This Agreement is for the storage of the Item, as previously described in this contract. All Item's will be stored in RTS' indoor storage facility (the "Building"). RTS reserves the right to store the Item anywhere in the Building. Lessee shall have no right or claim to any particular area or location within the Building. Indoor storage generally does not require the Item to be winterized; however, it is suggested you winterize the Item in case of power failure or other unforeseen event. RTS will not be held responsible for any power outages or any other unforeseen event beyond the reasonable control of RTS.
- 5. <u>Lessee's Insurance Coverage.</u> Lessee is required to maintain insurance coverage while in RTS care. In addition RTS is to be named as an additional insured on Lessee's Insurance. All cost for such is at the expense of the Lessee.
- 6. <u>Hazardous Materials</u>. No material may be stored in the Building that may be hazardous to the building or anything contained therein. This prohibition shall specifically prohibit explosives, combustible materials, chemical, odorous or other inherently dangerous materials, unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity. All propane tanks must be turned off prior to storage.
- 7. Access by Lessee. NO CUSTOMERS ARE ALLOWED TO MOVE ITEMS INSIDE THE BUILDING. All Item's inside the Building must be moved by an employee or agent of RTS. In the event you desire to remove your Item from, or place your Item in, the Building, please call RTS will make every reasonable effort possible to have your Item ready when you want it.
- 8. Repair Limitations. No work may be done on any Item by Lessee at any time while the Item is stored inside the Building. All work inside the Building must be performed by an employee or agent of RTS, during Normal Operating Hours.
- 9. Access by RTS. Upon the request of RTS, Lessee shall provide access to RTS to enter the Item for the purpose of inspection to insure compliance with the provisions of this Agreement. In the case of emergency, RTS shall be permitted to enter the Item without the consent of Lessee. For the purposes of this Section, the term "emergency" shall mean any sudden, unexpected occurrence or circumstance which, in the reasonably exercised judgment of RTS, requires immediate action.
- 10. <u>Holdover by Lessee</u>. In the event Lessee fails to remove the Item from the Building upon the expiration of this Agreement, the current Rental rates then in effect, in addition to all other provisions under this Agreement, shall apply.
- 11. <u>Seasonal Storage</u>: From September 1st of current year, to May 31st of the following year. No discount for early or late arrival, or early departure. Seasonal customers in storage after May 31st will be charged storage fees in effect of that time.
- 12. Month to Month: Refer to Item 15 Below.
- 13. <u>Yearly Storage</u>: Yearly Storage constitutes a 1 year contract, and as such you will be charged monthly or lump sum, whether your Boat/RV is here or not, for 12 consecutive months from the execution date of this contract as above.
- 14. <u>Acceptance of this agreement and Terms and Conditions</u>: Storage and Payment for storage in any form, constitutes acceptance of the Terms and Conditions as set forth by this document and accompanying documents, whether the document is signed by the owner of said property or not.
- 15. <u>Termination:</u> This Agreement may be terminated by either party, upon thirty (30) days advance written notice. If you have a year contract, you will be obligated to pay for the full year, prior to release of this contract.