

Central VA Indoor Boat and RV Storage Lease Agreement

This Lease Agreement (the "Agreement"), is entered into on _____, between Central VA Indoor Boat and RV Storage, LLC (CIVRBS), a Virginia Limited Liability Company (the "Lessor") and _____ (the "Lessee"), collectively known as the "Parties". The Parties hereby agree as follows:

1. Lease and Term. Lessor hereby leases to Lessee approximately _____ feet of designated storage space located at 10051 Old River Drive, Amelia Court House, Virginia 23002 (the "Premises") for the following Term:

QUARTERLY / SEMI-ANNUAL / ANNUAL (the "Term"), at the rate of \$ _____ per month. This Agreement shall automatically renew unless either party provides the other party with written notice of cancellation or non-renewal at least thirty (30) days prior to the end of the current Term.

2. Storage. Lessee agrees to provide complete, accurate and updated contact and ownership information for the stored property per the Storage Information Form, which is attached hereto and incorporated herein. Lessee certifies that he/she owns the property described on the Storage Information Form and has the right and authority to store the same pursuant to this Agreement. All property will be stored in Lessor's indoor storage facility (the "Building"). Lessor reserves the right to store the property anywhere in the Building, and move the item within the Building from time-to-time as deemed necessary by Lessor. Lessee shall have no right or claim to any particular area or location within the Building. Indoor storage is climate controlled, but due to possible extreme temperatures, power failure or other causes beyond Lessor's control, Lessee is advised to winterize and take all necessary measures against extreme temperatures, both cold and heat. Lessor is not responsible for any damage due to freezing or heat caused by any power outages or any other unforeseen circumstances beyond Lessor's reasonable control.

3. Rent. Rent shall be due and payable in full upon execution or renewal of this agreement by check, credit/debit card, or cash. No invoices will be sent. A fee of Fifty dollars (\$50.00) will be assessed on any rent payment not received within five (5) days of the due date or on any returned check or declined credit/debit card transaction. Any unpaid amount due hereunder shall bear interest at the rate of ten percent (18%) per annum.

4. Breach of Default; Lien Rights. If Lessee fails to pay rent or any other amount required hereunder within five (5) days of the due date thereof, or if Lessee fails to cure a breach or default under this Agreement within five (5) days of notice by Lessor, then Lessor may immediately terminate this Agreement by providing notice to Lessee at the address provided. Lessor may remove the stored property from the Building, and Lessor shall be responsible for all costs and expenses thereof. In the event of breach or default, Lessee shall also be responsible for all reasonable attorney's fees and collection costs incurred by Lessor.

NOTICE: STORAGE OF VEHICLES UNDER THIS AGREEMENT IS SUBJECT TO VIRGINIA CODE SECTION 46.2-644.01. et seq. AS AMENDED, AND STORAGE OF PERSONAL PROPERTY UNDER THIS AGREEMENT IS SUBJECT TO VIRGINIA CODE SECTION 55.1-2900 et seq., WHICH PROVIDE THAT LESSOR SHALL HAVE A LIEN UPON SUCH STORED VEHICLES OR PROPERTY FOR THE VALUE OF RENT AND OTHER CHARGES INCURRED HEREUNDER AND FOR EXPENSES OF PRESERVATION, SALE OR DISPOSITION OF THE STORED VEHICLES OR PROPERTY. LESSOR MAY SELL SUCH VEHICLES OR PROPERTY AFTER NOTICE IF LESSEE DEFAULTS HEREUNDER.

If Lessor elects not to claim a lien on stored personal property, the foregoing shall not preclude Lessor from removing and disposing of abandoned personal property. Property shall be considered abandoned if Lessee fails to retrieve the property within ten (10) days after notice from Lessor. Lessee releases and discharges Lessor from any and all claims, demands, or other liability associated with Lessor's disposal of abandoned personal property.

5. Insurance; Release and Indemnification of Lessor. Lessee acknowledges that the property shall be stored at the Premises entirely at the risk of the Lessee; that Lessor is not responsible for carrying any insurance covering Lessee's property; and, that Lessee assumes all risk of damage or destruction of Lessee's property, including, but not limited to, any damage or destruction caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or any other cause beyond Lessor's reasonable control. Lessee agrees to maintain insurance covering loss or damage to Lessee's property in the full amount of the replacement value thereof. **LESSEE MUST ADD LESSOR AS AN ADDITIONAL INSURED ON LESSEE'S CURRENT POLICY OF INSURANCE COVERING THE STORED PROPERTY.** Except to the extent caused by the negligence or willful conduct of Lessor or its agents, Lessee agrees to indemnify, defend, and hold harmless Lessor and its owners, principals, officers and agents from and against any and all claims, actions, damages, liability and expenses (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Lessor or its owners, principals, officers or agents and arising out of or in connection with loss of life, personal injury or damage to property on the Premises or arising out of the occupancy, or use of the Premises by Lessee or its agents, or arising in any way out of this Agreement.

6. Hazardous Materials; Environmental Compliance. Lessee may not fuel any vehicles in the Building or on the Premises. No hazardous materials or substances (as defined by applicable federal and state environmental laws) may be stored on the Premises or in the Building except in full compliance with applicable federal and state environmental laws. This prohibition shall include, but is not limited to: 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.** Lessee shall be solely responsible for compliance with all applicable environmental laws with respect to the stored property, and Lessee agrees to indemnify, defend, and hold harmless Lessor and its owners, principals, officers and agents from and against any and all claims, actions, damages, liability and expenses (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Lessor or its owners, principals, officers or agents and arising out of or in connection with Lessee's handling or storage of hazardous materials and compliance with applicable environmental laws.

7. Illegal Materials. No illegal or illicit materials, as defined by the laws of the Commonwealth of Virginia, may be brought onto or stored in or on the Premises. This prohibition shall include, but is not limited to: weapons, drug paraphernalia, controlled substances, stolen property, or illegal or illicit media stored on any electronic device.

8. Access by Lessee. Lessee may have access to the stored property by providing a **minimum** of 24 hours' notice to Lessor by phone or text, and Lessor will make reasonable efforts to accommodate Lessee's request. Lessee may not have access to the Building at any time without the presence of an employee or agent of Lessor. Lessee may not move any stored property at any time. All moving shall be done by Lessor's employees or agents. Lessor is not responsible for lack of access due to circumstances beyond its control, such as weather and other acts of God, or equipment failure. Lessor may grant access on short-term notice or in cases of an emergency; however, Lessee may be subject to additional fees for this service.

9. Access by Lessor. Lessee agrees to leave an ignition key (if required to move the stored property) and a key for access to any stored property that is to remain locked while in storage at the Building. Upon the request of Lessor, Lessee shall provide Lessor with access to the stored property for the purpose of inspection to ensure safety or compliance with this Agreement. In the case of emergency, Lessor shall be permitted to enter or remove the stored property without the consent of Lessee, and if Lessor has not been provided with keys, Lessor may enter the property by breaking or removing locks. Lessor shall not be responsible for damage related to the same. For the purposes of this Section, the term "emergency" shall mean any sudden, unexpected occurrence or circumstance which, in the reasonably exercised judgment of Lessor, requires immediate action to protect the Building or any contents, including property stored by Lessee or other tenants or occupants.

10. Maintenance and Repair. Lessee shall at all times, at Lessee's sole cost and expense, keep and maintain the stored property in good, clean and working condition. Lessee agrees to make alterations or perform any maintenance or repairs requested by Lessor. Lessee shall be solely responsible for the cleanup of any leaks, spills, or discharges from any stored property, and Lessee agrees to pay or reimburse Lessor for any expenses incurred in cleaning or repairing the Premises or any other stored property damaged by spills or leaks and for compliance with an applicable environmental or safety laws or regulations. No major repair or service work may be done on any stored property by Lessee or any third party at any time while the property is stored inside the Building. Washing, servicing, or repairing of stored property is not permitted inside the Building without the expressed consent of Lessor.

11. Property Taxes. Lessee assumes sole responsibility for the payment of all personal property taxes, licenses and other fees assessed by any municipalities and/or the Commonwealth of Virginia.

12. Holdover by Lessee. In the event Lessee fails to remove the stored property from the Premises upon the expiration or other termination of this Agreement, then Lessee shall pay rent in the amount of two (2) times the rental rate in effect immediately prior to expiration or termination, and all other provisions under this Agreement shall remain in full force and effect.

13. Cancellations, terminations, refunds. No discounts or refunds will be given for the balance of the Term if the stored property is removed from the Premises prior to expiration or termination of this Agreement. Rent shall continue to accrue until Lessee has given proper notice of cancellation or non-renewal as set forth above, and no refunds will be given for any unused part of this Agreement.

14. Assignment and Sublease. Lessee shall not assign or sublease any interest in this Agreement.

15. Governing Law. This Agreement shall be governed by the laws of Virginia. This Agreement shall not be construed as a bailment.

16. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

17. Severability. If any provision of this Agreement is determined to be limited, invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect.

18. Amendment. This Agreement may only be modified or amended in writing and signed by the parties.

19. Waiver of Contractual Rights. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. Notices. Lessee shall provide accurate contact information per the Storage Information Form and agrees to update all such information as necessary. Lessee consents to the receipt of notices required or permitted hereunder or under applicable law by electronic means (email or text).

21. Acceptance of this Agreement and other Rules and Regulations. Storage and payment for storage in any form, constitutes acceptance of the terms and conditions of this Agreement. Upon receipt of notice from Lessor, Lessee agrees to comply with any additional rules and regulations instituted by Lessor from time to time, provided they do not materially conflict with this Agreement.

Lessee

Date

Central Virginia Indoor Boat and RV Storage, LLC

Date

STORAGE INFORMATION FORM

Name ("Lessee"): _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone : _____ - _____ - _____ (may we text to this number? YES/NO)

Secondary Phone: _____ - _____ - _____ (may we text to this number? YES/NO)

Primary email: _____

Secondary e-mail: _____

PLEASE NOTE: Phone/e-mail is for contact purposes ONLY– these will not be shared with any 3rd party

Boat/RV Make & Model: _____

License #: _____ Serial #: _____

Trailer License #: _____

General Description of Stored Personal Property: _____

Term: Quarterly / Semi-Annual / Annual

Electrical Service: 15A/50A

PLEASE NOTE: CVIBRS will not be responsible for discharged batteries for those customers who do not purchase electrical hookup service. In the event that your unit has discharged batteries, charging and/or jump start services are available (additional fees apply).

CREDIT CARD CUSTOMERS

The undersigned hereby grants permission to Central VA Indoor Boat & RV Storage to process debit entries indicated in the amount(s) set forth in this agreement. It is the responsibility of the undersigned to inform CVIBRS of any changes, cancellations and/or renewals to the account listed below. **A 30 day notice is required to make any changes to this agreement. Declined transactions are subject to a \$25 fee.** Any declined charges and associated fees must be satisfied by the end of the month in which they were charged in order to avoid late payment fees.

Name exactly as it appears on card: _____

Account number: _____

Expiration date: _____ **CVV Code:** _____

Billing Address: _____

Signature: _____

Date: _____