



## STORAGE AGREEMENT

100 Retreat Lane  
Huddleston, VA 24104  
(540) 297-9393

The term "CALM" is used herein to indicate the storage area which is managed by CALM, Inc. and owned by J.W. Holdings, Inc. (or successors), or anyone authorized to represent said storage area, located in Mariners Landing at Smith Mountain Lake in Huddleston, Virginia. The word "Tenant" is used herein to indicate the owner (or his authorized representative) of any trailer or other vehicle or personal property ("Property") parked in the storage area.

Tenants and their guests must comply with all State, County and Lake laws, and Mariners Landing rules and regulations at all times.

Advertising, *For Sale* signs, soliciting, or commercial ventures of any kind shall not be allowed without written approval from CALM

The Tenant agrees to conduct his activities at all times when on CALM property or the lake waters adjoining, so as to create no annoyance, hazard or nuisance to the Property or to others. This involves number of guests; attire; conduct; noise level; use of radios, TVs, or other sound equipment; observance of good housekeeping and sanitation practices (no dumping of garbage, sewage, soaps or other cleaners into or otherwise polluting the lake); and the use of garbage and trash receptacles, as deemed appropriate by CALM.

No "outside" contractors or service organizations or individuals will be permitted to undertake any work on the premises without the approval of CALM. Welding, burning, sanding, spray-painting or any other activity that may cause damage to the facilities or others' Property are specifically prohibited. Tenant acknowledges that, from time to time, CALM, at its sole option, may cause repairs or maintenance in the storage area and that Tenant's Property may have to be moved without notice.

This rental Agreement will be renewed each year upon payment of the annual fee in a timely manner, unless written notice is given to the contrary by the Tenant at least 30 days prior to the expiration of the current term. Holdovers will be invoiced at the monthly rate.

Upon termination of this Agreement, for any cause, Tenant will immediately remove all of his Property. If such Property is not so removed, CALM shall have the right to have such Property removed and stored and/or disposed of at the sole risk and expense of the Tenant.

Tenant must comply with the terms of this agreement at all times. CALM reserves the right to cancel this agreement at any time. Any citation issued to Tenant or Tenant's guests on the Lake, or any infraction of these or any posted rules and regulations shall, at the option of CALM, cancel this contract. In such circumstances, a pro-rated amount of what was paid for the contract *may* be refunded. This refund will be "short-rated" depending upon the infractions that caused written notice of cancellation to be given to the Tenant. If there is damage or abuse to the facilities, employees, other Tenants, guests, etc., and the Tenant is responsible, in the judgment of CALM, for monetary repair, the pro-rated amount will be withheld to the extent of damage. Any amount owed beyond the pro-rated amount will, additionally, be the Tenant's responsibility.

Tenant agrees to display Mariners Landing identification on his vehicle(s), as required by CALM, and to provide proper identification for Tenant and his/her guests to CALM upon request.

CALM reserves the right to alter or amend, without notice, the terms and conditions of this Agreement. Failure of CALM to enforce any of the terms and conditions herein shall not be considered a waiver of such term or condition.

The tenant should extend his personal property insurance to include this location at Mariners Landing and provide proof of insurance to CALM

Further comments and agreements between the Tenant and CALM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CALM shall not be liable to any Tenant or guest for personal injury or property damage from theft, vandalism, fire, natural elements or other causes sustained as a result of the storage or moving of Tenant's Property.

*I, the undersigned, understand that there are risks inherent in leaving my property unattended.*

***I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while using the storage facility at Mariners Landing at Smith Mountain Lake.***

*I, the undersigned, agree to hold harmless and indemnify CALM and/or any officers, directors, employees or agents thereof from any claims or other loss related to any injury or death and any court costs and reasonable attorney’s fees that may result from or in any way be related to any use of CALM facilities permitted under the license granted to me, members of my family or my guests pursuant to this agreement.*

**As Tenant, I shall be responsible for informing my family members and guests of the responsibilities noted in this agreement.**

It is agreed that this contract is performable and venue shall be in Bedford County, Virginia. All notices required by this Use Agreement or the Law shall be to the addresses stated herein.

Tenant agrees to notify CALM within ten (10) days of any change in any of the information required by this Agreement.

In consideration of the sum of \$ \_\_\_\_\_, paid for the term of \_\_\_\_\_, CALM allows Tenant use of storage as indicated below upon the terms and conditions set forth in this Storage Agreement.

Unsecure storage—annual fee includes in or out twice per year. Additional in or out billed per occurrence.

Tenant’s Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

In case of emergency, notify \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Description of Tenant’s Property \_\_\_\_\_

Year \_\_\_\_\_ Make/Model \_\_\_\_\_ Color \_\_\_\_\_

Tag # \_\_\_\_\_ State \_\_\_\_\_

Insurance Co. \_\_\_\_\_

Agent’s name \_\_\_\_\_ policy# \_\_\_\_\_

Agent’s address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

I authorize my insurance agent to release proof of insurance directly to CALM, Inc. upon request and have asked that CALM, Inc. be shown as “additional insured” on the policy.

**As Tenant, I agree to all the Terms and Conditions of this two-page Agreement:**

Tenant’s Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_