

Barton's Bay, Inc.  
10055 State Road 101  
Brookville, IN 47012  
765-914-5058

Space#: \_\_\_\_\_  
Boat Reg.# \_\_\_\_\_  
License Plate#: \_\_\_\_\_  
Lease Term:  
Summer / Winter / Annual

## Vehicle Storage Lease Agreement

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell/Phone: \_\_\_\_\_ Alternate phone: \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

This AGREEMENT is executed between Barton's Bay, Inc, OPERATOR and above named CUSTOMER. Customer shall pay monthly lease payment in by the 1st day of the month, at the above rate. The Customer is agreeing to LEASE his/her SPACE for one of the following terms based on his/her occupancy date. Occupancy dates occasionally vary.

**May 1<sup>st</sup> to September 30<sup>th</sup> consisting of 5 months called SUMMER**  
**October 1<sup>st</sup> to April 30<sup>th</sup> consisting of 7 months called WINTER**  
**12 consecutive months called ANNUAL**

If Customer vacates the Space outside of the Lease dates above his/her credit card will be charged for the remaining months of the Lease term. Operator requires 30 days notice of Customer's intent to vacate their SPACE. Rent is due for the month after you give notice unless you give notice on the 1<sup>st</sup> of the month. Once a payment is made there will be no full or partial refund of that payment except for advance payments. A charge of \$25.00 will be made in the event of any returned check. In the event Customer fails to pay said rent within 10 days after due date, a \$20.00 late charge per month will be added. If Customer is in default for 20 days or more Customer's credit card will be charged. If Customer is in default for over 30 day Operator may change your lock or remove your property to another place under Indiana Code. Monthly bills are only sent if rent is not received by the 10<sup>th</sup>. The late fee will be added to the billing, Billing will be made by email if supplied.

### Important rules and information:

1. Customer WILL supply their own lock and lock their space or hitch.
2. Customer agrees to carry insurance in an amount to cover value of property stored.
3. Customer will NOT use the Space for any unlawful purpose and expressly agrees not to use the Space for human or animal habitation. Customer will NOT conduct business from the Space
4. Customer agrees to use and occupy the Leased Space solely for the purposes of storage of the Vehicle(s) as identified herein, and specifically agrees not to store or use of any hazardous or toxic materials or inherently dangerous or flammable substances, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle stored at the Leased Space.
5. Customer will NOT alter or destruct the Space in anyway and the Space shall be left broom clean, free of trash and Personal Property. Customer agrees to pay for any damages or clean-up they incur.

Customer will supply the following credit card information and is agreeing that his/her card may be charged if his rental is in default for 20 days or more and monthly if that election is made below.

Yes No My credit card may be charged monthly for my rental fee on or about the 1<sup>st</sup> of each month.

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ Code: \_\_\_\_\_ Zip: \_\_\_\_\_

Paid Today: \$ \_\_\_\_\_ Next Due Date: \_\_\_\_\_ Amount next due: \_\_\_\_\_

By signing this agreement renter is agreeing to the terms above and on the reverse of this form.  
The first payment includes proration of the current month and next full month's rent.

Customer: \_\_\_\_\_

Dated: \_\_\_\_\_

## Terms and Conditions

### VEHICLE REQUIREMENTS

Operator has to approve any BOAT, RV, CAMPER, TRAILER or VEHICLE to be stored. Any BOAT, RV, CAMPER, TRAILER or VEHICLE must display current state registration and must have all tires inflated. The Vehicle must be in good operating condition and must be road worthy or driveable No JUNK vehicles.

### LIABILITY

**OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. OPERATOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER CUSTOMER'S STORED PROPERTY AND ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY CUSTOMER SHALL BE STORED AT CUSTOMER'S SOLE RISK.** Operator and Operator's Agents shall not be liable to Customer for any damage or loss to any person or property at the Facility and to any property stored in the Space, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, mold, mildew, water, rain, rodents, insects, acts of God, partial or sole negligence or failure to act of Operator or Operator's Agents. Customer shall indemnify and hold Operator and Operator's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property, occurring in the Space or at the Facility arising in any way out of Customer's use of the Facility from any cause whatsoever including, but not limited to, the active or passive acts, omissions or negligence of Operator or Operator's Agents.

### INSURANCE

**CUSTOMER'S PERSONAL PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY OPERATOR AGAINST LOSS OR DAMAGE.** Customer shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all personal property stored in the Space against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Customer does not maintain insurance for the full value of the personal property stored, or fails to maintain insurance at all, Customer bears all risk of loss or damage. Customer hereby releases Operator and Operator's Agents from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's Agents in connection with any damage which is or would be covered by any such insurance policy.

### OPERATOR'S LIEN

**ANY PERSONAL PROPERTY STORED IN A SELF-SERVICE STORAGE FACILITY IS SUBJECT TO A LIEN IN FAVOR OF SELF STORAGE FACILITY OWNER FOR RENT, LABOR, OR OTHER CHARGES, THAT ACCRUE IN CONNECTION WITH THE CUSTOMER'S PERSONAL PROPERTY UNDER THE RENTAL AGREEMENT, AND FOR EXPENSES REASONABLY INCURRED IN THE PRESERVATION, SALE OR DISPOSITION OF SUCH PERSONAL PROPERTY. THE LIEN ATTACHES ON THE DATE PERSONAL PROPERTY IS STORED. OWNER MAY MOVE OR LOCK OUT SPACE AND THEN SELL OR DISPOSE OF ANY PERSONAL PROPERTY BELONGING TO RENTER WHEN RENTER IS IN DEFAULT. THIS LIEN IS PURSUANT TO INDIANA CODE 26-3-8.** If Customer's Rent becomes 30 days or more past due, or upon any breach of the provisions of this Rental Agreement, Customer access to the Rented Space will be suspended until such time as all Rent and Fees are paid in Full. If the Rented Space is not locked, Renter is delinquent in Rent, and Owner determines the items contained in the Rented Space have no marketable value (under \$100) Owner may consider the Rented Space abandoned and dispose of or sell any or all Personal Property in the Rented Space.

### USE AND ACCESS

**IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT CUSTOMER SHALL NOT STORE OR USE IN THE SPACE OR AT THE FACILITY ANY HAZARDOUS OR TOXIC MATERIALS OR ANY INHERENTLY DANGEROUS OR FLAMMABLE SUBSTANCE ,** except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle stored at the Leased Space. Customer will supply their own lock. Operator retains the right to enter units for maintenance, inspection or emergency. Customer shall not make or allow any alterations to the Space. Customer agrees that the Space and Facility shall be used solely for the storage of personal property. Customer shall not use the Space for any unlawful purpose and expressly agrees to not live or sleep in the Leased Space, nor shall animals be permitted to be stored in the Rented Space. The storage of food and any perishable goods is strictly prohibited. Customer hereby waives any claim for sentimental or emotional value for Customer's property that is stored in the Space or at the Facility.

The conditions in this agreement will be binding upon the heirs, successors, executors, administrators and assigns of all the parties of this Agreement. If any portion of this agreement is found to be invalid the remaining portions of this agreement will remain in full force and effect. All terms of this agreement are subject to change with thirty (30) days prior written notice.