

Tracy Oasis Marina-Resort
12450 West Grimes Road
Tracy, Ca 95304
209-835-3182
209-835-7589 fax

DRY STORAGE RENTAL AGREEMENT

NAME: _____ ADDRESS: _____

PHONE(H): _____ CITY: _____ ZIP: _____

PHONE(W): _____ CF# _____ LC# _____

BLDG. _____ MODEL: _____ PERMIT#: _____

TRACY OASIS MARINA rents to owner, and owner hires from TRACY OASIS MARINA space for the storage of the item described above. The monthly rental rate is \$60.00. This rates can be changed with a 30 day written notice in the form of a letter or a current rate sheet. The pro rata portion of the first month rent covering _____ to _____ in the sum amount of \$ _____, an application fee of \$20.00, plus the full months rate of \$ _____ in advance, totaling \$ _____, is due at time of signing. Said rental term shall be month to month. All rents are due and payable in advance, on or before the first day of the month, and shall become delinquent on the 5th day of the month for which the payment is due. No statement or billing will be sent unless the account become delinquent, at which time a LATE CHARGE OF \$25.00 will be added and 2% interest (min..50) to amounts over 30 days. _____(int.)

Owner agrees to hold TRACY OASIS MARINA harmless and indemnify it for all loss, damage or failure to act on the part of the owner or his agents, in the use of any facility belonging to or operated by TRACY OASIS MARINA.

This agreement is for the use of space only, such space to be used at the risk of the owner, and TRACY OASIS MARINA shall not be liable or responsible for the care or protection of the above described, including its gear, equipment and contents or any loss or damage of what ever kind. There is no warranty of any kind as to the condition of walkways or roads, nor shall TRACY OASIS MARINA be responsible for injuries to persons or property occurring thereon, or on any part of the premises, or for any other reason whether therein specifically stated or not.

Should action be taken by either TRACY OASIS MARINA or owner to enforce any of the provisions of the agreement, the prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs of suit.

NOTICE TO VACATE MUST BE IN WRITING AND RECEIVED BEFORE THE FIRST DAY OF THE LAST MONTH OF STORAGE. _____(int.)

I HAVE READ AND AGREE TO ADHERE TO THIS AGREEMENT AND THE RULES AND REGULATIONS OF THE TRACY OASIS MARINA. I HAVE RECEIVED A COPY OF THIS AGREEMENT AND THE RULES AND REGULATIONS.

Renter _____ dated _____

Tracy Oasis Marina _____ dated _____

07/24/06