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Please submit completed form to:

info@rivercrestmarina.us

**STORAGE SPACE AGREEMENT**

**PARTIES TO THIS AGREEMENT ARE the Marina and the Renter**

**MARINA:** Rivercrest Marina, 1211 Hatteras Way, Madison, IN 47250
 Dockmaster: “Shorty” Baker

 Telephone: 812.273.9080

**RENTER:** Name: Photo ID Type & # 

 Address:  City: 

 State:  Zip Code: 

 Telephone (Home)  (Cell) 

 Email: 

Renter must immediately provide any address or telephone change to the Marina’s Dockmaster. The above stated addresses are the parties’ physical addresses at which legal proceedings may be instituted.

**Checks mailed to: Rivercrest Marina, 2123 Highland Springs Place, Louisville, KY 40245**

**Space No**. **Size**  **Quarterly Rate $** **Due 1st of the month**

Date Rental Begins:  Due at Signing (Prorated for partial month)  Next Due Date

**Term:** Marina rents to Renter the storage space identified above subject to the terms and conditions of this Agreement which continues quarter to quarter until terminated or revised. The space is clean and undamaged upon Renter occupancy except for the following:
 

Either party can terminate this agreement by providing written notice to the other party at least 30 days prior to the next quarterly renewal date. Marina may terminate agreement due to lack of payment or improper use of unit.

**Payment:** Renter will pay to Marina at the above mailing address the quarterly rent noted above on or before the 1st day of the month. Rent for the first month of occupancy will be prorated on a daily basis from the date agreement is entered. There will be no proration for the last month of occupancy. No bills or statements are sent. Renter agrees to pay the following fees if necessary: $35 for each returned check; 5% late fee if rent is paid after the 5th calendar day and 10% after the 10th calendar day after said rent is due.

**Default:**  If Renter fails to pay rent or fails to fulfill any of the items herein noted, Renter will be considered in default of this Agreement and Marina may bring legal action for restitution of the storage space as allowed by Indiana law. Marina may deny Renter access to the storage space if rent is more than twenty (20) days past due. Renter understands that the Marina has a lien, which attaches as of the date personal property is put into the storage space, on goods for payment of fees due and may sell same in accordance with state law. Renter shall pay Marina all costs and expenses, including attorney’s fees and court costs, incurred by the Marina in enforcing any of the terms and conditions of this Agreement.

**Care of Storage Space:**  Marina will maintain the storage space in good condition, reasonable wear and tear excepted. Renter agrees to do nothing which may injure the building or be a nuisance or a menace to other Renters. Renter agrees to keep the storage space clean and free from rubbish, dirt, and other debris at all times. Rubbish will be removed by the Marina at the Renter’s expense. When the Renter vacates the storage space, it must be empty and broom clean. If Renter fails to leave an empty and clean space, the Renter will pay any costs the Marina incurs with emptying and cleaning the space. Renter agrees while the space is being rented that the Marina will be notified immediately if there are any defects or issues that arise with the space.

 Renter’s Initials 

(Rivercrest Marina STORAGE AGREEMENT Continued)

**Use:** Renter agrees to use the storage space for storage only of personal property owned by the Renter. Renter agrees that the space will not be used for any illegal purpose. Renter will not store stolen property, perishables, guns, ammunition or anything alive or dead. No flammables, toxic or hazardous substances, waste of any type, or illegal substances may be stored within this storage space. All personal property must be stored within the storage space.

Marina has the right to enter the storage space to inspect or make a repair after giving notice of no less than 3 days to Renter. In the case of emergency or suspected illegal use of the space, Marina will provide notice to Renter at the telephone number included in this Agreement. Renter agrees that if any governmental authority requests access to the storage space that the Marina will provide such access after notifying the Renter at the telephone number included in this Agreement. If it is necessary to access the space to protect the safety, health and welfare of others and other’s stored property, the Marina may enter the space without notice to Renter.

**Access:** Renter has 24 hour access to assigned unit which is to remain locked by renter at all times. Renter is to provide Marina with spare key to said lock at time of rental agreement for emergency and inspection access into unit. In cases where Marina supplies lock and key, said lock and key are to be returned to Marina on final day of rental agreement. There will be a $25 fee for unrecovered or damaged lock or key.

**Insurance:** MARINA DOES NOT PROVIDE INSURANCE FOR ANY LOSS, FROM ANY CAUSE, TO ANY PERSONAL PROPERTY OWNED BY RENTER AND STORED IN SAID STORAGE SPACE. Owner has no liability for any loss or damage to any of Renter’s stored property which is caused by acts of third parties, by any forces of nature or otherwise. Marina is not liable for any personal injuries sustained by Renter, Renter’s guests, or invitees while in or around the storage space. Renter expressly releases Marina from any losses, claims, suits and/or damages or right of subrogation for losses to said property and/or injury. All property stored in the storage space by the Renter shall be insured by the Renter at the Renter’s expense and discretion. Said insurance should include personal property coverage for damage/theft, etc. and personal liability coverage to protect Renter against injury claims from guests, etc. The Marina assumes no responsibility for Renter’s property.

**Goods Stored:** Description of items being stored by Renter: 

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**Sublease:** Subletting is prohibited without a new agreement being signed.

This Agreement shall be subject to and governed by the laws of the State of Indiana. It is understood and agreed that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Renter agrees to defend, indemnify, and hold harmless the Marina, its members, officers, employees, and agents, from and against any and all claims and demands, actions or causes of actions, for costs, attorney’s fees, expenses or damages to personal property, or personal injury or death which may result from the use of said storage space. Renter agrees to release, waive, discharge and covenant not to sue Marina, its members, officers, employees, and agents from liability from any and all claims, including the negligence of Marina, resulting in personal injury, accidents, or illness, including death, and property loss arising from use of said storage space.

Renter acknowledges that this Agreement has been read and that said Renter understands its terms. Renter understands that substantial rights, including the right to sue the Marina, its members, officers, employees, and agents are being given up. This agreement binds the Renter’s heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators and assigns and the Renter. This agreement is being signed by the Renter freely and voluntarily. Said Renter’s signature is a complete and unconditional release of all liability to the greatest extent allowed by law.



**SIGNATURE, MARINA OWNER or Dockmaster DATE**



**SIGNATURE, RENTER DATE**

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**STORAGE CONSENT FORM**

Rivercrest Marina Storage

1245 W. 2nd Street

Madison, Indiana 47250

812.273.9080

Rivercrest Marina has taken the items listed below for storage at the consent of the Renter. The below mentioned Renter is the legal owner of said vehicle(s) and/or vessel(s) listed below and has given his/her consent to store the vehicle(s)/vessel(s) described. The owner of the vehicle(s)/vessel(s) has sole responsibility for all legal liability. The Marina listed above is not liable for any damage towards the vehicle(s) and/or vessel(s) while under storage. All payments are due on the 1st of the month. Payments received after the 5th of the month will incur a 5% late fee and 10% late fee after the 10th of the month.

STORAGE FEE PER QUARTER $  STORAGE FEE PER SEASON $ 

RENTER 

ADDRESS 

CITY  STATE 

PHONE (HOME)  (CELL) 

INSURANCE CARRIER FOR VEHICLE(S)/VESSEL(S) LISTED BELOW 

VEHICLE INFORMATION VESSEL INFORMATION

YEAR  YEAR 

MAKE  MAKE 

MODEL  MODEL 

VIN  VESSEL NAME 

YEAR  YEAR 

MAKE  MAKE 

MODEL  MODEL 

VIN  VESSEL NAME 



SIGNATURE OF RENTER DATE



SIGNATURE OF OWNER DATE