



## STRIPERS BOAT STORAGE, LLC

P.O. Box 17043  
Fort Mitchell, Kentucky 41017  
Telephone: (270) 866-0600

### LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between STRIPERS BOAT STORAGE, LLC, hereinafter referred to as "LESSOR", and \_\_\_\_\_, hereinafter referred to as "LESSEE".

#### RECITALS

- (A) The Lessor is the owner of a Boat Storage Facility known as Striper's Boat Storage located on Kentucky Highway #92 south of Jamestown in Russell County, Kentucky.
- (B) The Lessee desires to lease boat storage space for the storage of that certain vessel as described below, IN CONSIDERATION OF the above recitals and the following mutual covenants and agreements, the Parties agree between themselves as follows:
- (1) This lease shall be for that space known as and included in **Bay Number** \_\_\_\_\_ of Striper's Boat Storage, with a nonrefundable rental rate of \$ \_\_\_\_\_ monthly, \$ \_\_\_\_\_ semi-annually or \$ \_\_\_\_\_ annually at the Lessee's option.
- (2) The term of this Lease shall be monthly/semi-annual/annual, beginning \_\_\_\_\_ (mm/dd/yy) and terminating \_\_\_\_\_ (mm/dd/yy). This Lease will automatically renew unless the Lessor is notified in writing at the address above, by Lessee, when Lessee vacates storage.
- (3) Lessee shall pay to Lessor at the above address the rent specified above on or before the first day of each month in advance. The time of each and every payment is of the essence of the lease. To cover Lessor's added cost of late payment, the monthly rent shall be increased \$25.00 if rent payment is received by Lessor after the 7th day of the month.
- (4) The boat, motor and trailer (if applicable) to be stored are described as follows:
- **Boat Make/Model/Year** \_\_\_\_\_
- (5) With the execution of this Lease the Lessee has paid a deposit in the amount of \$ \_\_\_\_\_, and the Lessor acknowledges receipt thereof, said deposit to cover the loss of the lock and key provided with the storage space leased herein, as well as any damage which might occur during the term of this Lease. Said deposit will be refundable, in full, upon the expiration or termination of this Lease, with the return of the lock and key and upon satisfactory determination by the Lessor that no damage has incurred to the storage space leased herein. Failure to return the assigned lock shall result in a \$50 charge which Lessor, at its option, may deduct from the deposit. The Lessee understands that the maintenance of insurance upon the Boat, Motor, Trailer, and items to be stored shall be at Lessee's option, and that the Lessor carries no insurance covering the property of the Lessee.
- (6) It is understood and agreed that the space leased herein shall be used only for storage of the Boat, Motor and Trailer as described herein. In the event the Lessee desires to store a different Boat, Motor, Trailer or other vehicle or personal property in said space, then in such event, Lessee shall give written notification describing the item to be stored to the Lessor who shall have the sole discretion as to whether to allow such storage.
- (7) The Lessee shall not sublet or assign the storage space only, without the expressed written consent of the Lessor which shall not be unreasonably withheld.
- (8) The use of appliances for heating is prohibited regardless of whether they are electric, gasoline, kerosene, butane, propane or other similar fuel.
- (9) It is understood that this agreement is a Lease of storage space only, and does not create a bailment.
- (10) If at any time, the rent due hereunder is unpaid for a period of more than Thirty (30) days after it becomes due, or in the event the Lessee fails to perform any of the terms, conditions, and promises as set forth herein, the Lessor at his option, and without waiving any other remedies he may have, may immediately terminate this agreement on written notice to the Lessee. On termination of this agreement the Lessee shall immediately remove his boat, motor, trailer and/or other vehicle or personal property from the storage area and leave the storage area in the same condition as when leased, ordinary wear and tear accepted. Lessee shall ensure that all garbage, rubbish, trash, debris and other waste is removed from the storage area in a safe manner, and failure to do so will result in a \$100 cleanup charge, which Lessor, at its option, may deduct from the deposit. In the event the Lessor deems it necessary to remove the boat, motor, trailer and/or other vehicle or personal property within Thirty (30) days after the termination of this agreement, the Lessee agrees that the Lessor may (but is not required to) cause the boat, other vehicle or personal property to be removed (together with all personal items located on or about the vessel or other vehicle) to another storage facility of the Lessor's choice, and the Lessee shall pay or reimburse the Lessor all costs incurred or charged by the Lessor and any third party by reason of such removal. The Lessee agrees that the Lessor shall have no liability to the Lessee or any other person for any loss or damage resulting from any such removal of boat, motor, trailer, or other vehicle or personal property or personal items, whether occurring by negligence or otherwise, and the Lessee waives any rights against all such persons by reason of such removal. In the event the Lessee causes any damage to the premises, interior or exterior, Lessee shall immediately notify Lessor and shall be responsible for the cost of repairs of such damage.
- (11) The Lessee agrees to indemnify and hold harmless the Lessor for any liability resulting from the Lessee's use of the storage space leased herein and by signing below verifies that it has liability insurance covering any such liability.
- (12) In the event litigation becomes necessary in order for the Lessor to enforce any of the terms or conditions of this agreement, payment of all costs and Attorney's fees related thereto shall be the responsibility of the Lessee.
- (13) This lease shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors or assigns. Further, if any portion of this agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such portion and shall not affect any other portion or provision, which shall be given the fullest effect permitted by law.
- (14) The Parties agree that this Lease shall be interpreted under the laws of the Commonwealth of Kentucky, and in the event the Lessee is a non-resident of the Commonwealth of Kentucky, the Lessee agrees to subject himself to jurisdiction of the Courts of the Commonwealth of Kentucky as provided for in the Kentucky "Long Arm Statute." Further, the Lessee agrees to make the Courts of Russell County, Kentucky, the proper venue for any action arising under the terms and conditions of this Lease.
- (15) "ADDITIONAL PROVISIONS"

NOTICE: This is an Auto Renewal Lease. Please notify office when you vacate storage or you will be billed for another rental period. NO REFUNDS.

BY: \_\_\_\_\_  
LESSOR (Stripers Boat Storage)

\_\_\_\_\_  
LESSEE(S)