



STORAGE RENTAL AGREEMENT

Owner of Boat or Authorized Agent:

THIS AGREEMENT made and entered into on this _____ day of _____, 202__ by and between Splendor Boats, LLC, hereinafter referred to as Lessor, and

Name _____ Street: _____

City _____, State: _____ Zip: _____

Phone Number: _____ Email: _____

Hereinafter referred to as Lessee. For and in consideration of the covenants, promises and agreements contained herein, Lessor does hereby lease to Lessee the following described dry storage bay: for the following term: annually from the _____ day of _____, 202__ to the _____ day of _____ 202__

Boat Information or PWC Information:

Make: _____ Model: _____ Registration #: _____

HIN # _____ Year: _____ Color: _____

Boat Make _____ Model: _____ Registration #: _____

Engine Make /Model: _____ Horsepower: _____

Engine Serial Number: _____ Engine Model Number: _____

Trailer Make/Model _____ VIN # _____



Agreement

1. **RENT:** Lessee shall pay to Lessor the sum of \$_____ according to the Lessor's price sheet, payable in advance for the demised premises.
2. **RENEWAL.** Unless this Agreement is for a fixed period (above), this Agreement shall renew automatically and continue in full force and effect from month to month upon the payment of the aforesaid rental amount, subject to termination upon five (5) days written notice by either party.
3. **REMEDIES IN THE EVENT OF DEFAULT.** In the event of Lessee's default of any term or condition of this Agreement Lessee shall pay all costs of collection, together with Lessor's reasonable attorney fees incurred in the enforcement of this Agreement.
4. **LIABILITY.** Lessee hereby accepts liability for any and all damages to the above stated rental bay and appurtenances and every part thereof caused by Lessee, its employees, agents, assigns, or invitees, which occur during the period of this Agreement.
5. **INDEMNITY.** Lessee shall save Lessor harmless from and shall indemnify Lessor against any and all claims, actions, proceedings, damages, liabilities, including attorney fees, by Lessee, its employees, agents, assigns or invitees arising from or connected with Lessee's possession and use of the demised premises.
6. **LIMITED LIABILITY:** Lessee acknowledges that it has inspected the demised premises herein and is satisfied that the premises are adequate for safe storage of Lessee's property. Lessor reserves the right to go upon the demised premises and the property stored therein whenever Lessor deems it reasonably necessary to preserve person or property, for the safety or for the maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
7. **RISK OF LOSS:** Lessor shall not be liable either jointly or severally for damage to the person or property of Lessee, its employees, agents, assigns or invitees while the same are within the geographical limits of the storage facility that is occasioned by fire, wind, snow, ice, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of Lessee to insure, at Lessee's expense, the property stored on the premises against said losses and **Lessee hereby warrants that Lessee has obtained such hull and liability coverage's adequate to cover any losses reasonably possible in connection with this Agreement.**
8. **APPROVAL OF STORED PROPERTY:** The property to be stored in the foregoing facility by Lessee shall be subject to the approval of Lessor and no property shall protrude out of the storage facility or bay. Lessor reserves the absolute right to prohibit the storage of items or property which Lessor deems, in Lessor's sole discretion, undesirable, unsuitable or unsafe. Lessee also agrees that property may be pulled from storage and staged after April 1st in preparations for spring services. Property that is pulled from storage will remain on the grounds until arrangements have been made for pickup or delivery.
9. **ADDITIONAL REMEDIES:** Upon any default of this Agreement by Lessee, Lessor may declare all obligations, conditions and covenants immediately due and payable, may go upon the stored property, move and possess the same and sell and dispose of the same at a commercially reasonable sale in accordance with applicable Indiana law.
10. **NON-TRANSFERABLE:** This Agreement shall not be transferable, assignable or subject to sublet without the prior written consent of the Lessor.
11. **DUE CARE:** Lessee agrees to exercise due care in the occupation, possession and use of the above-stated storage bay and to vacate the same in good condition, normal wear and tear excepted.
12. **PROHIBITED USES:** Lessee shall not use the above numbered storage bay, or any property stored therein, as a residence or any form of living quarters or business office and the same shall not be occupied overnight. Additionally, Lessee may not perform any repairs, maintenance or other services to Lessee's property in the storage bay/space.
13. **DELIVERY AND PICK-UP:** Unless separately contracted, and except in cases where Lessor may from time to time deem it necessary to move Lessee's property to another, equally suitable storage bay/space, Lessee shall bear the sole responsibility for the delivery and pick-up of property stored by Lessee in the leased premises and Lessee shall be liable for any damages to person or property caused by Lessee to the property of Lessee, Lessor and any third party.
14. **DRAIN PLUGS:** All drain plugs will be removed (if applicable). Lessee is responsible for installing drain plugs before placing in water. ALL OF WHICH IS PROMISED AND AGREED ON THE DATE ABOVE-NOTED.

Disclaimer: On or after May 1st, boats are subject to be pulled from storage and staged for pickup or delivery. All boats will remain in a secured area as such time boat is picked up and/or delivered to lessee.

"Lessor"

"Lessee"

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____