

Black Dog Storage & Kayak Rentals, LLC

Storage Agreement Exhibit A

This Exhibit A to Storage Rental Agreement made by and between Black Dog Storage & Kayak Rentals, LLC ("LLC") and the undersigned owner of the property being stored and renter (Renter) made this:

DATE: _____ RENTER'S NAME: _____

ADDRESS: _____ CITY: _____ .STATE: _____ ZIP: _____

PHONE: _____ EMERGENCY CONTACT/ ALTERNATE PHONE: _____

EMAIL: _____

ITEMS STORED: _____ RV _____ BOAT _____ OTHER _____

YEAR, MAKE, AND MODEL OF ITEM: _____ LENGTH: _____

LICENSE PLATE#: _____ STORAGE (Circle one): INSIDE OUTSIDE COVERED

SEASONAL STORAGE FROM _____ TO _____

*Must have two (2) weeks notice for pickup. You will not have easy access to this area.

ADDITIONAL REQUESTED SERVICES:

Camper Spotting on Campsite	\$
Return Camper to Storage	\$
Cleaning Service	\$

RENT PER DAY: _____ NUMBER OF DAYS: _____

RENT PER MONTH: _____ NUMBER OF MONTHS: _____

TOTAL PAYMENT: _____ AMOUNT PAID: _____ BALANCE: _____

DAY IN: _____ DAY OUT: _____

BILLING AMOUNT:\$ _____ (Circle One) MONTHLY ANNUALLY

How will you be paying for our services? (Circle One) CASH CHECK CREDIT CARD

CREDIT CARD NUMBER: _____ EXPIRATION DATE: _____ CCV CODE: _____

*Address at the top of this document must be the billing address for this credit card

By Initialing below, you authorize ("LLC") to do the following:

_____ I hereby authorize ("LLC") to bill my credit card monthly per this contract

_____ I hereby authorize ("LLC") to move my item being stored for purpose of spotting and return to storage.

ACKNOWLEDGED BY:

SIGNATURE OF OWNER ("Renter") _____ DATE: _____

By signing this document, you are also agreeing to the terms and conditions set forth in Storage Rental Agreement

_____ DATE: _____

("LLC") MEMBER (to be signed by Black Dog Storage & Kayak Rentals LLC)

Black Dog Storage & Kayak Rentals, LLC

Storage Rental Agreement

THIS AGREEMENT, made in Benton, Illinois this day of _____, 20____, between Black Dog Storage & Kayak Rentals LLC of Benton, Illinois hereafter referred to as **Owner** and the undersigned hereafter called **Renter**.

Owner, for and in consideration of the covenants, promises and agreements of the **Renter** hereinafter mentioned, hereby leases to the **Renter**, and the **Renter** for and in consideration of the covenants, promises and agreements of **Owner**, hereby leases from the Owner, storage location _____/parking area # _____ hereafter the **Premises** located at: 11381 Rend City Road, Benton Illinois.

This lease is for the term of and rate shown on Exhibit A, attached hereto and incorporated herein by reference.

I. AGREEMENTS

Renter and Owner agree as follows:

- 1. RENT.** Renter shall pay as rent for Premises and for services as stated on Exhibit A attached hereto, payable during the term of this lease. There is a late charge of TWENTY-FIVE (\$25.00) DOLLARS per day for any payment not paid on the due date. Payments are deemed paid two days after the postmark on the mailing envelope if made by mail.
- 2. ATTORNEY FEES.** Renter shall pay all reasonable costs, attorneys' fees and expenses made and incurred by the Owner in enforcing the terms and agreements of this lease, including, but not by way of limitation, conferences with Owner, default notices and legal actions such as Forcible Entry and Detainer.
- 3. USE AND OCCUPANCY.** Renter shall use the Premises as storage for either an RV or boat and trailer only, and for no other object or purpose without the written consent of the Owner. Renter covenants they will not allow anyone else to use the storage unit Premises other than themselves.
- 4. TEMPERATURE.** Renter understands and acknowledges that the Premises will not be heated nor air conditioned and that any risk of loss due to fluctuation in temperature will be at Renter's own risk.
- 5. MAINTENANCE.** At Renter's own expense to keep the Premises in as good repair as the same shall be at the commencement of the term, wear and tear arising from the reasonable use of the same and damage by the elements excepted. Renter will not allow any unsafe or health hazards to exist on the Premises.
- 6. INSURANCE.** Renter understands that their contents are not insured under any policy owned by Owner. If they want their contents insured, they will have to secure their own insurance. Renter understands that Owner is not responsible to Renter, for any damage or loss of personal property or personal injury from any cause including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, tornado, negligence of other storage unit Renters or invited/uninvited guests or vandalism unless otherwise required by law.
- 7. NO LIABILITY.** Owner, its managers, members, employees, owners and agents shall not be liable to Renter, Renter's own employees, agents, or invitees, if any, or any other person whatsoever, for any injury to person or damage to property on or about the described premises caused by the negligence or misconduct of Renter, Renters own agents, employees, or invitees, if any. Renter agrees to indemnify Owner, its managers, members, employees, owners and agents and hold them harmless from any loss, expense, attorney fees or claims arising out of any such damage or injury. Also see Release and Waiver of Liability And Indemnity Agreement Exhibit B attached hereto and incorporated herein by reference.

8. **EXAMINING PREMISES.** Renter shall permit the Owner and their agents to enter on the Premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations as may be necessary for the safety or preservation thereof, to show the Premises to prospective Renters after the termination of the Lease process has begun and to permit Owner to place on premises notices of "For Sale" or "For Lease/Rent" and not interfere with same. Said Owner will give Renter a 24-hour notice prior to inspection. Owner will have the right, in the event of an emergency, for maintenance purposes, or for inspections by governmental authorities, to enter the Premises using whatever reasonable force necessary.

9. **NO ASSIGNMENT.** Renter shall not assign this lease nor sublet the Premises or any portion thereof without the prior written consent of the Owner.

10. **NO IMPROVEMENT.** Renter shall not make any contract for a service call or for the construction, repair, or improvement on, in, of, or to Premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without prior written consent from Owner. Should Owner give written consent the contract consented to must provide that no lien of mechanics or materialmen shall be created or shall arise against above described land and/or the building or improvements at anytime located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever, shall be bound by this provision and by the notice thereof from and after the date of this lease, and notice is hereby given that no mechanic's lien, materialman's lien, or any other encumbrance made by or obtained against the Renter, or their interest in said land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of the Owner in said land and/or the building or improvements thereon.

11. **CONDITION OF PREMISES.** Renter has examined and knows the condition of Premises, and has received the same in good order and repair, and accepts the condition "AS IS" and that no representations as to the condition or repair thereof, have been made by the Owner or their agent, prior to, or at the execution of, this lease other than as herein expressed or indorsed hereon.

12. **LIEN.** Owner shall have a lien on all of the property of the Renter used or situated on the leased Premises, to secure payment of the rent (and other indebtedness including attorney fees and court costs owing from Renter to Owner at any time during the existence of this Lease) to become due under this Lease; and in default of payment may take possession of and sell such of said property as may be sufficient to pay the delinquent rent or indebtedness without giving notice to Renter.

13. **EXPIRATION OF LEASE.** Renter shall at the expiration or termination of this Lease, to give peaceable possession of the Premises to Owner, in as good condition as they now are, except for the usual wear, inevitable accidents, and acts of God.

14. **TERMINATION OF LEASE.** This Lease may be terminated by the Owner in the event of the breach of any of the agreements of the Renter herein contained, in which case the Owner may re-enter premises and immediately thereon this Lease shall thereupon terminate. Renter agrees to vacate the Premises within five (5) days of written request by Owner, in the event of breach of the terms of this agreement by Renter.

This Lease, at the option of the Owner, shall terminate in case the Renter shall by any court be adjudged a bankrupt or insolvent, or in case the Renter shall make an assignment for benefit of creditors.

15. **COMPLIANCE.** Renter shall observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or federal authorities having jurisdiction over the Premises, and to indemnify Owner for any damage caused by the violation thereof.

16. **ADDITIONAL COSTS.** In case the Owner, by reason of the failure of the Renter to perform any of the agreements or conditions herein contained, shall be compelled to pay or shall pay any money, or shall be compelled to do or shall do any act which requires the payment of money, then the sum or sums so paid or required to be paid, together with all interest, costs and damages shall be added to the installment of rent next becoming due or to any subsequent installment of rent, and shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved. On failure of the Renter to make repairs, as provided for herein, the Owner may

make necessary repairs, and add the amount of the cost of such repairs to the rent due hereunder on the first of the month following the date of repairs, and such cost of said repairs shall be and constitute such rent together with the rent above provided for.

17. **NON-WAIVER.** Failure of the Owner to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Owners' right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

18. **VACATING PREMISES.** Owner shall not be liable to Renter for any damage to Renter's property should Renter vacate the Premises and Owner re-enter and repossess the Premises. Renter agrees to vacate the Premises within five (5) days after being notified in writing due to non-payment of rent or other breaches of the terms of this agreement. Renter understands that should they vacate the Premises, they are still liable for the remaining months rent.

19. **DESTRUCTION OF PREMISES.** If during the term of this Lease the Premises shall be destroyed by fire, the elements, or any other cause, then this Lease shall cease and become null and void from the date of such damage or destruction and the Renter shall surrender the Premises to the Owner and shall pay rent only to the time of such surrender.

20. **CLEANING and/or MOVING.** Owner will clean the interior of the Renter's RV upon the request of Renter for a fee of \$_____, payable at the time of cleaning. Owners will move the Renter's RV to campsite and back to premises upon request of Renter for a fee of \$_____, payable at the time of moving.

21. **RENEWAL OF LEASE.** This Lease shall be deemed renewed and extended for the further term of one month on a month-to-month basis from the expiration of the term hereby granted., and any extension thereafter unless either the Owner or the Renter, at least twenty-one (21) days prior to the termination thereof, shall give written notice to the other of the intention to take possession of, or to surrender, as the case may be, the Premises on the date fixed herein for the expiration of the term or any extension thereof. The rent during such extended term shall be at the same rate provided for herein, and the extension shall be on the terms, conditions and agreements contained in this lease, including this clause.

22. **NOTICES.** Notices and demands by either the Owners or the Renters may be given by certified mail or registered mail with prepaid postage addressed to Owner, Black Dog Storage and Kayak Rentals LLC 11381 Rend City Road, Benton Illinois, at or to Renters at Black Dog Storage and Kayak Rentals LLC 11381 Rend City Road, Benton Illinois, subject to the right of either the Owners or Renters to designate by notice in writing a new address to which said notices or demands must be sent.

23. **DAMAGES TO PREMISES.** If Renter or its agents, employees, invitees, occupants or guests cause damage to the Premises, Renter, agrees that they will pay Owner for all of Owners' costs and expenses for repair of the damage and that such payment will be done immediately upon presentation of a statement by Owner showing the costs and expenses.

24. **WAIVER OF ONE BREACH NOT WAIVER OF OTHERS.** Waiver of one breach of a term, condition, or covenant of this Lease by Owner shall be limited to the particular instance and shall not be construed as a waiver of past or future breaches of the same or other terms, conditions or covenants.

25. **BINDING.** All the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in all cases named.

26. **SEVERABILITY.** If any provisions of this instrument are declared by a court to be void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and enforceable.

27. **ILLINOIS LAW.** This agreement shall be construed and governed by the laws of the State of Illinois.

28. **ENTIRE AGREEMENT.** There are no other promises except as stated herein and Renter agrees not to rely on any oral promises. This Agreement may only be modified in writing signed by both parties.

29. **ACKNOWLEDGEMENT.** Renter by signing this Agreement acknowledges that he/she has read the Agreement in its entirety and understands all of the provisions contained herein, including the various release, waivers and indemnifications which specifically release LLC and the Premises owner and others from any claims or loss of damage respecting the property stored or any injuries which may arise while the Renter is using the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

RENTER:

Print Name

Signature

Address

OWNER:

Black Dog Storage & Kayak Rentals, LLC