

LEGACY RV & BOAT STORAGE

RENTAL AGREEMENT

1197 Addison Ave W.
 Twin Falls ID 83301
 (208) 432-2332
 E: legacyrvstoragetf@gmail.com



1. Parties

THIS AGREEMENT made effective as of September, 2023 between:
(the “Legacy RV & Boat Storage ”)
and the following renter (the “Renter”):

| | |
|--------------------|--|
| Name of Renter: | |
| Address: | |
| City / State/ Zip: | |

| | | | |
|--------------------|--|----------------|--|
| Phone: | | Email: | |
| Drivers License: | | Issuing State: | |
| Emergency Contact: | | Phone No(s): | |

Vehicle Information

| | | | |
|------------------|--|---|--|
| Type of Vehicle: | | Length: | |
| Make: | | License Plate/ Boat Registration Number: | |
| Model: | | Insurance Carrier: | |
| Year: | | Policy Number: | |

Billing Details:

| | |
|---------------------|-----------|
| Card Type: | Card No.: |
| Name of Cardholder: | |
| Expiry Date: | CVV #: |

The above credit card will automatically be charged the monthly fee every month that the Vehicle is in storage, in accordance with the Storage Rates attached as Schedule "A". All rentals are subject to a minimum 30-day charge.

Terms and Conditions

In consideration of the fees and charges herein set forth and subject to the following Terms and Conditions, Legacy RV & Boat Storage agrees to permit Renter to use the above noted Storage Space (the "Storage Space") for the storage of the Vehicle described in Section 2 hereof.

5. Ownership of Vehicle

Renter represents and warrants that s/he is the sole owner of the Vehicle and that the Vehicle is registered in the name of Renter. Renter understands that proof of ownership and insurance must accompany this Agreement and agrees that Legacy RV & Boat Storage has the right to request proof of continued ownership and insurance at any time during the term of this Agreement. Renter must always maintain a valid current license plate and registration for the Vehicle while it is stored in the Storage Space.

6. Rental Period

This is a month-to-month Agreement, commencing on **09/01/2023** and renewing on a monthly basis until terminated by either party as provided herein. _____

7. Monthly Rental Charges

The monthly rental charges are calculated according to the Storage Rates attached hereto as Schedule "A". Renter acknowledges that these rates may change from time to time. Legacy RV & Boat Storage agrees to give Renter thirty (30) days prior written notice of any change in the storage rates, and to supply Renter with an amended Schedule "A" within days following any such change.

All rentals are subject to a minimum 30-day charge. Rental charges are charged for a full month. No refund will be given if Renter vacates the Storage Space prior to the end of the current month.

8. Payment of Rental Charges

Storage charges for all months are due on the first (1st) day of the month. A charge of **\$ 69.00** will be assessed if the charge cannot be put through due to unavailable credit or for any other reason within Renter's control. Renter is responsible for ensuring that the credit card information is kept up to date.

Renter hereby authorizes Legacy RV & Boat Storage to pay all monthly rental fees and other charges incurred by Renter or in Renter's name to the following credit card account:

9. Delinquent Payments

If any payment is not received on the date that it is due, Legacy RV & Boat Storage will send Renter a statement indicating that the payment plus a late charge of \$25 is immediately payable. It is understood by Renter that if the rent is not paid within five (5) days of the due date, Legacy RV & Boat Storage has the right to remove the Vehicle and have it impounded in either a private or public impoundment area, and all expenses thereof shall be charged to Renter.

10. Use of Storage Space

Renter agrees to use the Storage Space only for the storage of property owned by Renter and agrees to keep the Storage Space in good condition. Renter shall not use the Storage Space:

- (a)** for residential purposes;
- (b)** for practicing or rehearsing music;
- (c)** for a workshop of any kind;
- (d)** for vehicle maintenance or repair;
- (e)** for the storage of foodstuffs, animals, plants, insects or any perishables;
- (f)** for the storage of antiques, heirlooms, collectibles or any property having special or
- (g)** for the manufacture, distribution, use or storage of illegal drugs;
- (h)** for the manufacture, distribution, use or storage of flammable, explosive, toxic or any other inherently dangerous material; or
- (i)** for the operation of a business of any kind whatsoever, including the selling of goods as a
- (j)** flea market, second-hand outlet, garage sale or auction.

Renter must have legal right to possess stored property and shall not use the Storage Space for unlawful purposes. No items that violate laws or create a nuisance are allowed. Emotional attachment to stored property is waived and waste is prohibited.

Renter acknowledges and agrees that any breach of the provisions contained in this Section shall conclusively deem Renter in default of this Agreement.

11. No Bailment

Legacy RV & Boat Storage is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Legacy RV & Boat Storage is merely renting the Storage Space to Renter.

12. Assignment and Subletting

Renter shall not assign this Agreement or sublease the Storage Space, in whole or in part, without the written consent of Legacy RV & Boat Storage, which may be withheld in Legacy RV & Boat Storage's sole discretion.

13. Insurance; Risk of Loss

- (a) The renter must obtain and maintain insurance covering the vessel stored on the premises, for any loss or damage caused by any risk. Legacy RV & Boat Storage will not be responsible for any loss or damage to the renter's property stored and is not liable for any loss or damage caused by fire, water, theft, or any other risk. If the renter fails to obtain or maintain insurance, they assume the risk of loss or damage. The renter must assume all risk of loss or damage to their stored property since Legacy RV & Boat Storage does not provide any insurance covering such loss. If Legacy RV & Boat Storage does have insurance covering loss or damage to the storage space, the renter is not considered a co-insured under any such insurance. In case of loss caused by the renter or their invitees, Legacy RV & Boat Storage's insurer has the right of subrogation against the renter.
- (b)

14. Condition of Storage Space and Disclaimer of Warranties

(a) Renter acknowledges that he/she has inspected the Storage Space and, except as may be noted at the beginning of this Agreement, Renter acknowledges that the Storage Space is in good condition and repair. Renter acknowledges that the Storage Space is provided in an "AS IS" condition, is paved and has no utilities.

(b) Except to the extent required by law, Legacy RV & Boat Storage disclaims any implied or express warranties, guarantees or representations as to the nature, condition, safety or security of the Storage Space or the premises in which it is located.

15. Access; Right of Entry

(a) Renter shall have access to the Storage Space during regular business hours PROVIDED THAT Renter is not in default under this Agreement. Upon any such default, Renter's right to access shall cease.

(b) Renter grants Legacy RV & Boat Storage, its agents and employees the right of access to the Storage Space upon three (3) days prior written notice to Renter except in the event of an emergency, when no prior notice is required. In the case of emergency, Legacy RV & Boat Storage, its agents and employees shall have the right to enter the Storage Space and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law or to enforce Legacy RV & Boat Storage's rights.

(c) Legacy RV & Boat Storage reserves the right to move the Vehicle at its discretion and without Renter's permission, if it deems it necessary.

16. Liability & Indemnity

(a) Renter stores all personal property at Renter's sole risk. Legacy RV & Boat Storage, its agents, insurers, employees and representatives shall not be liable for personal injury (including death) or property damage or loss from theft, vandalism, fire, pests, water, hurricane, rain, explosion or any other cause whatsoever, unless caused by the gross negligence or willful misconduct of Legacy RV & Boat Storage. Legacy RV & Boat Storage shall not be liable to Renter or Renter's invitees, family, employees, agents, servants or any other person associated with or claiming through Renter for any personal injury, death or damage to personal property caused by any act of any other person on the premises.

(b) The renter agrees to indemnify and hold harmless Legacy RV & Boat Storage, its officers, agents, insurers, employees, and representatives from any claims, liability, loss, damages, costs, awards, fines, judgments, or expenses arising from the renter's use of the storage space. The renter also assumes responsibility for defending any claims made against Legacy RV & Boat Storage and paying any resulting judgments.

17. Termination

This Agreement shall terminate in any of the following circumstances:

- (a) automatically, if rent is not paid by the end of the day of the month; or
- (b) upon either party delivering a written Notice of Intent to Terminate to the other party at least ten (10) days prior to the last day of any calendar month; or
- (c) upon Legacy RV & Boat Storage giving at least twenty-four (24) hours written notice to Renter, if Renter engages in the sale, manufacture or delivery of a controlled substance, or stores or disposes of any hazardous material in the Storage Space.

At the end of the rental period, the renter must remove all personal belongings from the storage space and return it to Legacy RV & Boat Storage in the same condition as it was received, except for normal wear and tear.

Legacy RV & Boat Storage remedies are cumulative in nature, and Legacy RV & Boat Storage may pursue any or all the remedies available to it.

19. Abandoned Property

Legacy RV & Boat Storage may consider any property belonging to Renter and left on the premises after the termination of this Agreement to have been abandoned. Property abandoned by Renter shall be disposed of as provided by applicable law.

20. Notices

Any notice from Legacy RV & Boat Storage to Renter shall be served by registered or certified mail to Renter's last known address. Notice shall be effective upon mailing. IF RENTER CHANGES HIS/HER ADDRESS, RENTER SHALL GIVE LEGACY RV & BOAT STORAGE WRITTEN NOTICE OF ANY SUCH CHANGE WITHIN TEN (10) DAYS SPECIFYING RENTER'S NEW CURRENT ADDRESS AND TELEPHONE NUMBER.

21. Entire Agreement; Amendments

This Agreement is the complete agreement between the parties and no other representations, warranties, or agreements are authorized. Any amendments to this Agreement must be in writing and signed by both parties.

22. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. The attached Rules and Regulations (Schedule "B") are part of the Agreement. Renter must comply with them, and

Legacy RV & Boat Storage can make amendments for safety, cleanliness, good order, and will provide Renter with a copy of any changes.

25. Waiver

Legacy RV & Boat Storage has the right to enforce the provisions of the rental agreement, even if they have not done so in the past. Any failure to enforce renter obligations does not imply a waiver of those obligations.

26. Prevailing Party

In case of a lawsuit to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees along with any other relief they are entitled to.

27. Provisions Severable

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect as if the invalid or unenforceable provision never existed.

28. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Twin Falls County, Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written

Legacy RV & Boat Storage:

chase mclaughlin

Signature

Chase McLaughlin

Print Name & Title

RENTER:

Signature

Print Name

