



## BOAT, RV, CAMPER, TRAILER, & VEHICLE STORAGE LEASE AGREEMENT

Name: \_\_\_\_\_ Make: \_\_\_\_\_

Address: \_\_\_\_\_ Model: \_\_\_\_\_

Phone #: \_\_\_\_\_ VIN/HULL ID: \_\_\_\_\_

Email: \_\_\_\_\_ Start Date: \_\_\_\_\_

Parking Spot Size: \_\_\_\_\_ Parking Spot #: \_\_\_\_\_

### OUTDOOR SLOTS ONLY

| RV / BOAT / TRAILER SLOTS |       |
|---------------------------|-------|
| 10x50                     | \$200 |
| 10x35                     | \$75  |
| 10x25                     | \$55  |
| 10x15                     | \$45  |

Will you, the lessee, pay rent monthly or annually? \_\_\_\_\_

Will you pay by check, cash, or other (if other, please list)? \_\_\_\_\_

This Rental Agreement (the "Agreement") is entered into on the day of \_\_\_\_\_, 20\_\_\_\_  
between HATCO Properties, the Lessor and \_\_\_\_\_,  
the Lessee.

The term of this Agreement shall run from the date referenced above,  
until the month and day of \_\_\_\_\_, 20\_\_\_\_ (the "Term").

### TENANTS

### STORE GOODS AT THEIR OWN RISK

\_\_\_\_\_ I understand that this boat & RV storage facility and/or its management and/or its owners:

1. Are not responsible for loss or damage to property
2. Do not provide insurance for my stored property
3. Require that I provide my own insurance coverage or be self-insured
4. Is a commercial business renting space and is not a bailor or a warehouseman.



Please initial each "x"

\_\_\_\_\_ This rental agreement shall automatically be extended for an additional month at the end of each rental period unless the Lessee, in writing, delivers to the owner a notice of intent to terminate this agreement ten (10) days prior to the end of the current rental period.

\_\_\_\_\_ If the Lessee occupies the storage unit on the first of the month, the Lessee agrees that he/she has agreed to rent the storage unit for the entire month and a full month's rent shall be due. There is no refund for unused days if you vacate after the first day of the month.

\_\_\_\_\_ Owner is not obligated to send out billing reminders for monthly rental charges.

\_\_\_\_\_ Lessee will punctually pay said monthly rental on the 1<sup>st</sup> day of each month. On the date of expiration of this rental agreement, Lessee agrees to return said premises in as good a condition as when received and with the premises being clean and ready for usage.

\_\_\_\_\_ Monthly rent will be considered late if received after the 5<sup>th</sup> day of each month. Each day, beginning with the 6<sup>th</sup> day of the month, a \$5.00 PER DAY late fee will be charged and gate access will be denied until rent is received.

\_\_\_\_\_ Owner has the right to terminate the tenant's use of the premises and require the Lessee to remove their property within ten (10) days unless the owner deems the property to be a health or safety risk in which case the owner will consider it an emergency and may exercise their right to remove the property from the facility immediately.

\_\_\_\_\_ Lessee understands and agrees that NO ITEMS may be stored on the ground of their rental space and no storage cabinets/bins/etc. may be placed in their rented unit.

**Monthly Rent: Lessee agrees to pay the sum \_\_\_\_\_** ("Rent"), for the right to store the Lessee's marine vessel ("Vessel") or RV, camper, truck, or trailer as described above in Lessor's slip. Monthly or Yearly rent as identified above is payable in advance on or before the 1<sup>st</sup> day of each month if paid monthly or 1<sup>st</sup> of the month of renewal each year if rent is paid annually either online when invoice received or at the address to the Lessor and mailed to the following address: 1200 Park Street Salina KS 67401. Lessor does email invoices for monthly & annual rent, email address is required.

**Late Fees; Service Charges:** Rent is due on or before the 1<sup>st</sup> day of the month if paying monthly or by 1<sup>st</sup> of the month of renewal each year if paying annually. Rent which is not paid or postmarked by the 5<sup>th</sup> of the month will be subject to an initial late fee of Five Dollars (\$5.00) Per Day. In the event any check tendered for payment to Lessor is returned after deposit unpaid by the bank upon which it is drawn, a return check fee of Thirty-Five Dollars (\$35.00) will be charged. In the event of a returned check, Lessor reserves the right to require any arrearages to be paid, and all future monthly payments to be made, in cash or by certified funds.

**Use of Premises:** Lessee's use of the slip is only for the purposes of storage of the Vessel, RV, camper or trailer, and articles of property directly related to the Vessel, RV, camper or trailer. Lessee may not store on the premises any items to which would be in any way dangerous to persons or property in or around the premises. No items may be stored upon the premises which would violate Lessor's premises' insurance coverages or cause Lessor's property insurance rates to increase.



No explosives or flammable materials may be stored on the premises, and the storage of any materials which are defined as toxic or hazardous under any federal, state, or local law or ordinance is expressly prohibited. Lessee agrees to indemnify and hold the Lessor harmless from and against any claims or damages arising from Lessee's violation of the provisions of the paragraph.

**Insurance:** LESSOR DOES NOT PROVIDE INSURANCE COVERAGE FOR ANY LOSS, FROM ANY CAUSE, TO THE VESSEL, RV, CAMPER OR TRAILER OR ANY PERSONAL PROPERTY OWNED BY THE LESSEE AND STORED ON THE PREMISES. If insurance coverage is desired by the Lessee on Lessee's property stored on the premises, Lessee must independently obtain such coverage at Lessee's expense from Lessee's own insurer. Lessee shall have no liability for any loss or damage to property of Lessee stored on the premises, or otherwise, caused by acts of third parties, by any forces of nature, or otherwise.

**Release:** To the fullest extent permitted under Kansas law, Lessee hereby releases Lessor from any and all liability for loss or damage to any property stored on the premises during the duration of the Agreement, whereby said claim for all liability arises out of Lessor's actual or alleged negligence, gross negligence, or wanton conduct. Furthermore, Lessee agrees to indemnify and hold harmless the Lessor from any claims made by a third party that were made by Lessee, are subject to the foregoing release.

**Default:** In the event Lessee fails to pay monthly rent when due, and the failure is not cured within fifteen (15) days, Lessor may elect to pursue one or more of the following remedies:

- A. Claim for money damages or unpaid monthly rent and additional fees
- B. Judicial action in unlawful or forcible detainer
- C. Public or private sale of the Vessel and any related property stored

Except to the extent limited by law, Lessor may simultaneously pursue any of the above-referenced remedies. Upon Lessor's commencement of legal proceedings against Lessee arising from a default, any cure tendered by occupant shall include all monthly rentals arrearages and other charges accrued, and reimbursement of all expenses reasonably incurred by Lessor in the enforcement of the legal remedies identified above.

**Lien:** In accordance with Kansas law as expressed in Article 8 ; 58-817 Sale of stored property; procedure; redemption; notices. If the occupant is in default for a period of more than 45 days, the operator may enforce the lien by selling the property stored in the leased space for cash. Sale of the property stored on the premises may be by public or private proceedings and may also be as a unit or in parcels, or by way of one or more contracts and at any time or place, and on any terms as long as the sale is commercially reasonable. The operator may otherwise dispose of any property which has no commercial value. **Lessor possesses a lien against the Vessel and related property stored pursuant to this Agreement for rent, labor and other charges in relation to said property that have become due and for expenses necessary for the preservation of the property or reasonably incurred in the sale or other disposition of the property under law.** The property to which this lien attaches may be sold in accordance with the provisions of 58-817 to satisfy the monetary claims of Lessor which have accrued. In the event of a default giving rise to a personal property lien, Lessor may deny Lessee access to the Vessel, RV, camper or trailer and personal property contained in the storage facility after default.

**Early Termination:** Should either Lessor or Lessee desire to terminate the Agreement prior to the expiration of the Term, they must provide no less than fifteen (15) days written notice of their intent to do so. In the event such notice is given, Lessee remains obligated to pay any additional monthly Rent obligation which might accrue during a fifteen (15) day period following the date of such notice. If Lessee desires to continue occupying the slip after the expiration of the Term, this will be considered a month-to-month lease and all other terms of this Agreement will apply.



**Care of Leased Space:** Lessee may not make any alterations to the slip without the prior written consent of Lessor. Lessee has accepted the space in the condition “as-is” and is required to leave the slip in substantially the same condition at the termination of this Agreement, as it was at the inception of the Agreement.

**Miscellaneous:** This Agreement cannot be assigned or sublet without the prior written consent of the Lessor. In the event the premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate as of the date of such occurrence, and any unused rent will be refunded. The Rental Agreement creates no legal relationship between Lessor and Lessee other than that of Lessor and Lessee. This agreement shall be governed by the laws of the Commonwealth of Kansas; Lessee agrees to the jurisdiction of the County in which the slip is located. Should Lessor prevail in any action at law against the Lessee concerning this Agreement, the Lessee agrees to pay Lessor’s reasonable attorneys’ fees. The entire Agreement and contractual undertaking between the parties is contained in this written Agreement.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT IT HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ITS TERMS.

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|        |      |        |      |
|--------|------|--------|------|
| LESSEE | DATE | LESSOR | DATE |
|--------|------|--------|------|

HATCO Properties LLC  
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