20____ Boat trailer and RV Storage

IMPORTANT NOTE: This form is for all types of trailer and RV storage but does not include covered storage. Covered storage requires a separate covered storage form. If a tenant wishes to have Covered Storage for their boat, RV or Auto, please contact Robert Watson Jr. at Watson's Resort.

If a TENANT wishes to store more than one item, you may either make a copy of this forms signature page or you may go to our Watson's Resort web page at www.watsonsresort.com then click on "Resort" then click on "forms" then click on the storage form or any other form that may apply toward you. We must have a form for each item being stored. Tenant is not to store any items in our storage area without having a proper form filled out and returned to the resort office.

We have three types of boat and RV storage. Please read and pick which type applies to you.

is

in

Type A storage, which is most common, is for storage located in the vacant lot located half way down the resort driveway on the left (or on the right if you are driving out of the resort). If you want easy access to your trailer at any time, this the storage area that you want. This storage is in what we will call "**Storage Lot A**"

Type B storage is located within the fenced area across the highway from the resort intersection. This area is for limited entry. This area is fenced and may or may not be locked at any given time. This lot has limited access so if you will be needing your item off and on throughout the year, you would not want to park it this area. This storage area we are calling "Storage Lot B".

Our only other types of storage would be covered storage or if you wish to storage your item at your unit. For either of these, contact Watson's Resort.

The following rules apply to all stored items regardless of where they are parked.

1 – Clearly mark you name on the item being stored - All trailers storage in any of the storage area must be clearly marked with tenants name via a tag, sharpie type pen or sticker(s). These must be clearly visible. One should not have to spend time trying to find them. If a trailer is not clearly marked, then the trailer may be moved by OWNER and a \$200 moving fee may be applied as per our rules.

- 2 Keep area free of rocks, wood and other items A tenant may use rocks, wood or any other type of item to place in front of or behind the wheel of a trailer but these items must be removed and placed away from the parking area when the trailer is removed. We do occasionally mow or clean these storage areas so please remove any of these types of items when finished.
- 3 Battery disconnect If an item has a battery in it, one should disconnect the battery if the item is going to be parked for a long period of time (several weeks or more).
- 4 Deposit A deposit in the amount of \$50.00 is required to secure the holding of the stored item. This deposit will be applied to the total amount due on July 1st of each year or any other time as noted.
- **5** Late fee A late fee penalty equal to five percent (5%) of the delinquent rent shall be paid by TENANT to OWNER for each month that the delinquent rent or rent balance remains unpaid. This balance includes any unpaid late charges.
- 6 Moving of items If an item needs to be moved for a TENANT, there shall be a minimum \$30.00 charge. This does not include moving an item because it is parked without a name. In the case of moving an item that does not have a name on it, there may be a \$200.00 fee.
- 7 **Risk of Loss** TENANT assumes all risk of damage and/or loss to the stored property from fire, theft, vandalism, ice, snow, rain, flood, wind, falling trees, or any other acts of God, and/or any other cause. OWNER is leasing the storage space only and any/all obligation of OWNER to safeguard or otherwise protect the stored property from damage or loss are hereby waived by TENANT and excluded from this agreement. This would include damage to a stored item caused by another person. This agreement is not to be construed as creating a bailment relationship. TENANT agrees to indemnify, defend and hold harmless, the OWNER from any and all claims by third parties from property damage and/or personal injury whatsoever arising from or in any way related to the storage, use, delivery, removal and return of TENANTS property in the common storage area. Likewise, it shall be the responsibility of TENANT to carry any required or desired insurance coverage for their own property as well as liability coverage in the event that damage is caused to another person's property.

8 – Default in Rent – In the event of nonpayment of rent when due, access to the common storage area may be refused to TENANT or any person affiliated or associated with TENANT until such rent and fees are paid in full. All stored property shall be subject to a lien for unpaid rent and additional rent shall continue to accrue during the enforcement of lean rights.

9 - Abandonment – An item will be considered "abandoned" when and if:

- A TENANT has failed to make payment for a period of six or more months, and/or
- **B** TENANT has failed to communicate to OWNER in writing and/or
- C TENANT has failed to notify OWNER of changes in address, telephone or other means of contacting TENANT, thus leaving OWNER without a way of contacting the TENANT.
- **D** TENANT fails to reply to notice from OWNER for any reason.
- 10 Enforcement In the event of any legal action to enforce this agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and cost. The venue of any such action taken by either the TENANT or the OWNER shall be in Chelan County, Washington.

the

- 11 Condition of use TENANT agrees to follow conditions and rules for storage of items which may apply to their situation. All types of storage.
 - **A** TENANT shall have TENANTS name clearly marked on item being stored.
 - **B** TENANT shall secure the stored property by removing all loose or detachable items. TENEANT is recommended to remove all smaller outboard motors, stereos, tool boxes, skies, speakers and wake board, etc. and other items of value that can easily be removed.
 - C TENANT shall disconnect all batteries during long term storage.

TENANT with Type B storage agree to follow conditions and rules for storage of items which will apply to their situation.

A – Tenants shall provide not less than twenty four (24) hours notice to OWNER prior to the removal of an item or prior to the item being picked up from storage or returned to storage area Lot B. For items that need to be placed into storage using special equipment such as with a tractor, the TENANT shall notify the OWNER at least four (4) days prior to pick up or dropping off. Likewise, if a TENANT needs assistance parking an item, TENANT shall give OWNER at least four days (96 hours) notice.

- **B** Type B storage may be locked and remain locked at any time. OWNER shall have sole authority for locking and unlocking storage area and permitting access to and from the storage area. Likewise, Type B storage may be unlocked and remain unlocked for any given amount of time. Type B storage is not a locked and secure area.
- C An employee of Watson's Resort may be required to accompany any person(s) while in the storage area Lot B.
 - **D** Type B storage is for long term storage only. Long term meaning limited access, not removing the item on a regular basis and storage that will last for a month or more. If a TENANT has an item that they wish to retrieve on a more regular basis without notice given to OWNER, then it is recommended that TENANT store their item in Lot A.
- E For Type B storage, TENANT shall have limited access. If TENANT is storing an item on a seasonal basis, (summer for example), they shall be allow entries into the area. One to park an item and one to retrieve an item. If a TENANT is keeping an item stored for a year, they are allowed four entries. Two to park an item and two to retrieve an item. Any other entries must be authorized by OWNER and a fee may be charged for extra entries.
 - **F** TENANT understands that the item being stored may become dirty. It is recommended by OWNER that the TENANT cover the item being stored with a tarp or cover if they want to keep the item clean.
 - **G** It is the responsibility of the TENANT to winterize any item being stored.

Rates for storage

Rates for storing item in Lot A and Lot B

	Rates		
	15 feet or less	16 to 25 feet	Over 25 feet
Per day	\$ 8.00	\$ 10.00	\$ 12.00
Per week	\$ 40.00	\$ 50.00	\$ 60.00
Per Month	\$ 100.00	\$ 125.00	\$ 150.00
Per Summer Season	\$ 200.00	\$ 250.00	\$ 275.00
Per Winter Season	\$ 150.00	\$ 250.00	\$ 275.00
Per Year	\$ 325.00	\$ 450.00	\$ 500.00

Signature Page

Please fill out and return this page <u>only</u> with your deposit for storing an item in either Lot A or Lot B. You may keep the actual agreement for your record. We only need the signature page.

Return to:

Watson's Resort 7750 S. Lakeshore Rd. #2 Chelan, WA. 98816

Name of Tenant			
Tenant Address			
Tenant phone number			
Tenant email address			
Item being stored			
Length of item being stored (feet) from very front to rear	feet.		
Which lot do you wish to store your item in?			
Lot A (resort) or Lot B (across highway)			

Item may have to park in a designated location based on the size of the item being stored. Please either watch for signs or if there are not any signs, contact Watson's Resort.