

DRY STORAGE LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the _____ day of _____, 20____, by and between Sportsman's Boat Storage, 12845 Hwy. 57 S., Counce, Tennessee 38326 hereinafter referred to as Lessor, and _____, hereinafter referred to as Lessee.

Cell Phone: _____ Work Phone: _____ Home Phone: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Boat Description: _____

Insurance Provider: _____ Email: _____

FOR AND IN CONSIDERATION of the covenants, premises and agreements contained herein as hereinafter set out, Lessor does hereby let and lease unto Lessee Bay or Slip No. _____ of Sportsman's Boat Storage, for the following term: from the _____ day of _____, 20____ to the _____ day of _____, 20____. The lease will be extended for an additional term if the Lessee fails to give Lessor written notice of Lessee's intention not to renew the Lease Agreement and Lessor shall set the rent for the additional term.

1. **RENT:** Lessee shall pay to Lessor the sum of \$ _____ per month, payable in advance on a monthly basis for the demised premises.

2. **LATE CHARGES:** A late charge of \$10.00 will be added to any monthly rental payment that is more than ten (10) days past due. Notwithstanding such late charges, failure to pay any such monthly payment on or before the due date shall be deemed default by Lessee under the terms of this agreement.

3. This agreement shall renew automatically and continue in full force and effect upon the payment of the aforesaid rental amount subject to termination on ten (10) days written notice by either party.

4. In the event the Lessee defaults or fails to comply with any term or condition of this agreement, Lessee will pay all cost of enforcement incurred by Lessor, including reasonable attorney's fees.

5. **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, his employees, lessees, or invitees, which occur during the period of this agreement.

6. **LIMITED LIABILITY:** Lessee acknowledges that he has inspected the demised premises herein and is satisfied that the premises are adequate for safe storage of Lessee's property. Lessor, or his agents or employees, reserves the right to go upon the demised premises and the property stored therein whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility. Lessor will make reasonable efforts to contact the Lessee and notify Lessee of dangerous conditions requiring Lessee's attention, but the above stated contact and notification shall be considered gratis by Lessee and is no part of the consideration given herein and Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.

7. **ASSUMPTION OF THE RISK:** I am aware that activities associated with storing boats and traveling in boats while the boats are moved from a storage facility to being launched into water can be hazardous activities that include certain risks and dangers including but not limited to, serious injury and/or death. **I VOLUNTARILY ASSUME ALL RISKS INVOLVED.**

8. **WAIVER AND RELEASE:** In consideration of being allowed to store a boat and/or riding in a boat while it is being pulled by equipment of Lessor, and while Lessor's equipment is traveling on and/or launching a boat into water by Lessor. I Lessee, and my heirs, executors, administrators or assigns, do hereby release, waive, discharge, release, and covenant not to file suit against Lessor and/or its members, managers, officers, directors, agents, employees, and affiliated entities from liability and from any and all claims, including any negligence of Lessor, resulting in personal injury, accident or illnesses, including death and property loss arising from participation in the use of the storage facilities, premises or equipment of Lessor wherever located and by whomever provided and from traveling in boat(s) while the boat(s) are being moved from a storage facility to the boat being launched in water.

9. **INDEMNIFICATION AND HOLD HARMLESS:** Lessee agrees to indemnify and hold the Lessor harmless against loss (including reasonable attorneys' fees) from any and all claims of negligence, demands, rights, or causes of actions of any kind or nature that may hereafter at any time be made or brought by Lessee or on Lessee's behalf for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Lessee or a third party as a direct or indirect result of participating in the aforementioned activities and use of the equipment of the Lessor. Lessee shall save Lessor harmless from and shall indemnify Lessor against any and all claims, actions, proceedings, damages, liabilities, including attorney's fees, by Lessee, his employees, lessees, or invitees, arising from or connected with Lessee's possession and use of the demised premises.

10. **FIRE, THEFT, ACTS OF NATURE:** Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, 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 the Lessee to insure, at his own expenses, the property stored on the premises against said losses.

11. The property to be stored in the foregoing facility by Lessee shall be approved by the Lessor and no property shall protrude out the storage facility or bay.

12. 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 the Tennessee Uniform Commercial Code.

13. **DESIGNATED BAY:** Any and all rights, interests, or privileges of the Lessee created under this agreement shall apply only to the particular storage bay as above stated.

14. **NON-TRANSFERABLE:** This agreement shall not be transferable, assignable or the above premises sublet without the prior written consent of the Lessor.

15. 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, wear and tear occasioned by normal use expected.

16. Lessee shall not use the above numbered bay, or any property stored therein as residence or in any form of permanent living quarters or as a business office and the same shall not be occupied overnight.

17. **NOTICES:** All notices required by this agreement or law shall be addressed to the addresses stated herein.

18. This document will be construed under and controlled by the laws of the State of Tennessee.

SPORTSMAN'S BOAT STORAGE

By: _____ AND _____
KELLY EDGE AND/OR KIM EDGE, OWNERS LESSEE

Name and phone numbers of additional authorized persons to have use or possession of stored property:

1. _____ 2. _____

In case of emergency, please notify: Name: _____ Phone: _____