

FAIRPORT STORAGE, LTD.
Storage Agreement

Date: _____

1. Storage Agreement. Upon the terms and conditions and rent provided herein (the "Agreement"), Fairport Storage, Ltd. ("Fairport") grants to the Tenant permission for the storage of the vessel or other property listed below (the "Stored Property") at Fairport's property located at 1920 Fairport Nursery Road, Fairport Harbor, OH 44077 (the "Premises") for the period November 1, 2020 through May 31, 2021 (the "Term").

2. Tenant and Stored Property Information.

Tenant: _____

Type*: _____

Street: _____

Make: _____

City: _____

Year: _____

State: _____

Name: _____

Zip: _____

HIN/Registration #: _____

Land phone #: _____

License #: _____

Cell #: _____

Length**: _____

Email: _____

Beam/width: _____

*Boat, RV, car, other

**Tongue to prop

3. Storage Rental Rates.

- | | |
|---|--------------------------|
| • Inside heated storage: \$8 per ft per month | Storage Rent: \$ _____ |
| • Jet Ski/Motorcycle: \$650 per unit for Term | Sales tax 7.25% \$ _____ |
| • Outside secured storage: \$8.00 per ft for Term | Total: \$ _____ |

4. Payment. The total Storage Rent for the Stored Property shall be paid by either of the following methods:

- a. Full payment less a five percent (5%) discount upon signing of this Agreement and in advance of move-in of the Stored Property, or;

- b. Monthly payments, in advance of each month, by Tenant's written authorization contained herein and approved by Tenant's signature below to automatically charge Tenant's credit card on the first day of each month.

5. Terms and Conditions.

- a. Fairport reserves the right to assign the initial and any subsequent storage location for the Stored Property within the Premises. Fairport reserves the right without notice to the Tenant to relocate the Stored Property to another location on the Premises to facilitate the performance of maintenance on the Premises, access to and movement of other stored property on the Premises or as otherwise may be needed in case of emergency.
- b. Upon 48 hours' advance notice and subject to the availability of Fairport's representative, Tenant will be provided access to the Premises and the Stored Property. Tenant shall not, however, perform work on the Stored Property at the Premises.
- c. Boats must be stored on a boat trailer, cradle, or on blocks and jack stands, all of which shall be supplied by the Tenant or Tenant's service provider.
- d. The Stored Property and all related equipment must be removed from the Premises by the Tenant on or before the expiration of the Storage Period. In the event Tenant fails to do so on a timely basis, time being of the essence, Tenant agrees to pay storage rents, in advance, for any such holdover period on a full monthly basis at twice Fairport's published rate then in effect during the holdover period.
- e. Should Tenant elect to make payment of Storage Rents by credit card as provided herein and payment be thereafter rejected for any reason without successful re-processing within a period of five (5) days, this Storage Agreement shall be deemed to be automatically cancelled, and Tenant shall immediately remove all Stored Property from the Premises after payment of the defaulted Storage Fee for the full month. Should Tenant fail to remove the Stored Property within such five (5) day period, Tenant hereby grants Fairport the right to sell the Stored Property at private sale after written notice to Tenant at the address listed on this Agreement, and apply the sale proceeds first to any sums due Fairport hereunder with the remaining proceeds to be paid to the Tenant.
- f. If Tenant requests removal of any Stored Property from the Premises prior to the Term ending date listed above, Tenant shall be responsible for all costs incurred by Fairport for the movement and relocation of all stored property made necessary for the removal. Tenant must

make advance payment of the balance of the Storage Rent for the remainder of the Term before removal activity begins.

- g. In the event of Tenant's default in payment of Storage Rent or other Tenant obligations under the terms of this Agreement, Tenant agrees to an express possessory lien on Tenant's Stored Property to secure the amount of the storage rent and other Tenant obligations due Fairport under this Agreement together with all of Fairport's collection costs and attorneys' fees. Legal venue for any such proceedings shall be in Lake County, Ohio.
- h. Tenant agrees to maintain property and liability insurance coverage for the Stored Property throughout the Term of this Agreement and shall provide Fairport with a copy of its evidence of insurance.
- i. Tenant acknowledges and agrees that the Stored Property is stored at the Premises at Tenant's sole risk irrespective of the cause of any such loss or damage to the Stored Property whether due to the negligence of other tenants or visitors, or Fairport, and its officers, employees and agents. Tenant further acknowledges and agrees that Fairport shall not be responsible for any injury or death to Tenant or Tenant's invitees. Tenant further acknowledges and agrees that Fairport provides no insurance whatsoever for loss or damage to the Stored Property or death or injury to Tenant or Tenant's invitees, irrespective of the cause of the loss whether by Fairport, its tenants or others at the Premises and has so advised Tenant accordingly.
- j. Tenant is prohibited from causing or allowing any flammable, dangerous or adverse environmental condition or fire hazard to exist on or near the Premises.
- k. No toxic chemicals or other toxic substances shall be utilized or stored on or within the Stored Property or upon the Premises.
- l. All batteries shall be removed or disconnected, and all holding tanks shall be emptied and boat bottoms cleaned before Stored Property is delivered to the Premises.
- m. Tenant is prohibited from disposing of any paper, refuse, garbage, or any other type of solid waste on the Premises except in containers provide by Fairport.
- n. Tenant may not assign Tenant's rights or obligations under this Agreement to any person or entity without Fairport's prior written consent.
- o. Fairport shall be provided and may retain possession of a set of keys to all Stored Property.
- p. Fairport reserves the right, upon (30) days written notice to Tenant, to terminate this Agreement at any time and for any reason and require the Tanant to remove the Stored

Property from the Premises within such notice period. In such event, Fairport will refund the storage fee for any unexpired portion of the Storage Period.

IN WITNESS WHEREOF, the parties have executed this agreement on the above date.

TENANT:

Fairport Storage, Ltd.

By
