

ISLAND CITY STORAGE - SERVICE/RENTAL LLC. AGREEMENT
13519 HWY 70W, MINOCQUA, WI 54548
715-323-0763

THIS IS AN AGREEMENT FOR RENTAL OF STORAGE SPACE AND RELATED STORAGE SERVICES BETWEEN ISLAND CITY STORAGE-SERVICE/RENTAL LLC AND THE PERSONAL PROPERTY'S OWNER/AUTHORIZED AGENT ("OWNER" IS NOT A BAILMENT AND IS SUBJECT TO THE STORAGE TERMS AND CONDITIONS BELOW , WHICH THE OWNER HAS CAREFULLY READ AND ACKNOWLEDGES.

CUSTOMER/LESSEE: _____ BOAT & LENGTH: _____

ADDRESS: _____ MOTOR: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

EMAIL: _____ TRAILER/LENGTH: _____

ADDITIONAL SERVICES: _____

One (1) Full year _____ winter Storage (Sept-April) _____ Summer Storage (May-Aug) _____
Outdoor Storage _____ Indoor Storage _____

A copy of the certificate of Insurance is attached here and made a part of this contract initials ____ Insurance COI can be emailed to dan@islandcitystorage.com

- 1) ALL STORAGE TERMS ARE A 7-12 MONTH TERM. ALL STORAGE FEES MUST BE PAID UP FRONT IN FULL. THE TERM WILL AUTOMATICALLY BE EXTENDED AT SAME MONTHLY RATE AS AGREEMENT WAS SIGNED WITH TERMS AND CONDITIONS ON A MONTH TO MONTH BASIS UNLESS EITHER PARTY GIVES WRITTEN 30 DAY NOTICE IN ADVANCE OF TERMINATION.
- 2) STORAGE PAYMENT PLUS APPLICABLE TAX SHALL BE PAID UPON STORAGE CONFIRMATION.
- 3) THE RENT FEE SHALL BE _____ PER FOOT PER STORAGE SEASON FOR A TOTAL AMOUNT OF \$ _____ TO BE PAID IN FULL UP FRONT ON THIS DATE _____ PRIOR TO ANY SERVICES OR STORAGE OF CUSTOMERS BOAT.
- 4) ALL CUSTOMERS MUST GIVE 14 DAY NOTICE AS TO WHEN THEY ARE PICKING UP THEIR VEHICLE OR BOAT. CUSTOMER AGREES TO TAKE POSSESSION OF THE VEHICLE OR BOAT ON THE DAY THAT THE CUSTOMER HAS SCHEDULED. THERE WILL BE A SERVICE FEE CHARGED IF

THE DATE NEEDS TO BE RESCHEDULED FOR PICKUP. BOAT OR VEHICLE WILL BE PUT BACK INTO STORAGE AT CUSTOMERS EXPENSE AFTER 7 DAYS.

- 5) ANY OUTSTANDING INVOICES MUST BE PAID IN FULL 30 DAYS PRIOR TO PICKUP OR DELIVERY OF CUSTOMERS BOAT. IF CUSTOMER GOES OVER THE LEASE AGREEMENT TIME THEY WILL BE CHARGED \$6 PER FT PER MONTH WITH NO PRORATION.**
- 6) CUSTOMER IS REQUIRE TO MAINTAIN INSURANCE COVERAGE ON PROPERTY THAT IS STORED AT CUSTOMERS EXPENSE. ISLAND CITY STORAGE-SERVICE/RENTAL LLC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THEFT, VANDALISM, FIRE, MOISTURE, FREEZING AND ALL RISKS OF NATURE OR ACTS OF GOD. CUSTOMER, ON BEHALF OF HIM/HERSELF AND HIS/HERSELF INSURANCE CARRIER WAIVE ANY CLAIMS AGAINST ISLAND CITY STORAGE-SERVICE/RENTAL LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WHICH ARE COVERED BY CUSTOMERS PROPERTY INSURANCE POLICY THAT COMPLIES WITH THE PROVISIONS OF THIS PARAGRAPH.**
- 7) CUSTOMER AGREES AND ACKNOWLEDGES THAT FAILURE TO PROVIDE PROOF OF INSURANCE WILL RESULT IN A BREACH OF THE STORAGE CONTRACT AND TERMS.**
- 8) CUSTOMER SHALL INDEMNIFY, DEPEND OR HOLD ISLAND CITY STORAGE-SERVICE/RENTAL LLC. , ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS COMPLETELY HARMLESS FROM AND AGAINST ALL LIABILITES, CLAIMS, PENALTIES, FINES, COST AND EXPENSES INCLUDING BUT NOT LIMITED COURT COSTS AND ATTORNEY'S FEES IN CONNECTION WITH THE USE OF THE storage space even in the event of negligence.**
- 9) THERE IS NO PRORATION OF STORAGE FEES NOR RETURN GIVEN OF PRORATED STORAGE FEES. IT IS UNDERSTOOD THAT IF THE AGREEMENT IS CANCELED AFTER BOAT OR VEHICLE IS PUT AWAY IN STORAGE, IT MAY NOT BE ACCESSIBLE UNTIL SPRING DUE TO WEATHER/GROUND THAW, AND OR RACKING LOGISTICS.**
- 10) CUSTOMER ACKNOWLEDGES THE ISLAND CITY STORAGE-SERVICE & RENTAL LLC. WILL PERFORM NAVIGATION AND TRAILER SAFETY CHECKS. CUSTOMER IS FINACIALLY RESPONSIBLE FOR REPAIRS UNLESS A WAIVER IS REQUESTED, SIGNED AND RETURNED TO ISLAND CITY STORAGE-SERVICE & RENTALS LLC PRIOR TO ANY SERVICE BEING PERFORMED. TRAILER SAFETY CHECKS/ REPAIRS CANNOT BE WAIVED IF ISLAND CITY STORAGE-SERVICE & RENTALS LLC. IS DELIVERING.**
- 11) IF CUSTOMER DECIDES TO SELL STORED PROPERTY WHILE IT IS IN STORAGE, IT IS UNDERSTOOD THAT BOAT MAY NOT BE ACCESSIBLE DURING THE WINTER MONTHS IF THERE IS NO ADVANCE NOTICE GIVEN WHEN PUT INTO STORAGE FACILITY. NO SHOWINGS/SALES OF STORED PROPERTY WILL OCCUR AT ISLAND CITY STORAGE-SERVICE & RENTAL LLC. OR BY ANY EMPLOYEE OF ISLAND CITY STORAGE-SERVICE & RENTAL LLC WITHOUT A CONSIGNMENT AGREEMENT BETWEEN CUSTOMER AND ISLAND CITY STORAGE-SERVICE & SALES.**
- 12) THE LESSEE HEREBY AGREES THE THE LESSOR SHALL HAVE THE RIGHT TO ADD AN ENERGY SURCHARGE TO THE FINAL PAYMENT PRIOR TO PICKUP. THE ENERGY SURCHARGE SHALL BE \$0.05 PER FOOT OF SPACE RENTED PER MONTH OF STORAGE FOR EACH \$0.10 THAT THE**

AVERAGE PRICE OF PROPANE EXCEEDS \$1.35 PER GALLON. THE AVERAGE PRICE SHALL BE CALUCULATED BY AVERAGING THE FALL AND WINTER PROPANE PRICE CHARGED BY LESSOR. PROOF OF PRICE SHALL BE POSTED BY LESSOR, AND MADE AVAILABLE TO THE LESSEE UPON REQUEST.

- 13) LESSOR'S LIEN. LESSOR HAS A LIEN ON THE PERSONAL PROPERTY STORED IN THE PREMISES AND LESSOR MAY SATISFY THE LEIEN BY SELLING PERSONAL PROPERTY, IF THE LESEE DEFAULTS OR FAILS TO PAY THE RENT FOR STORAGE OR SERVICES OF PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF THE LEASE. PROCEDURES RELATED TO THE SALE OF LESSEE'S PERSONAL PROPERTY SHALL BE AS PROVIDED FOR IN SECTION 704.90(6) OF WISCONSIN STATUTES. LESSOR'S LIEN SHALL BE FOR THE AMOUNT OF RENT AND OTHER CHARGES UNPAID BY LESSEE, INCLUDING EXPENSES NECESSARY TO THE PRESERVATION REMOVAL, STORAGE, PREPARATION FOR SALE, AND SALE OF THE PERSONAL PROPERTY.**
- 14) ANY NOTICE, CONSENT OR OTHER COMMUNICATION GIVEN PURSUANT TO THIS LEASE SHALL BE IN WRITING AND SHALL BE GIVEN BY PERSONAL DELIVERY OR MAILED TO THE ADDRESS OF THE LEASE. NOTICES SHALL BE DEEMED EFFECTIVE WHEN PERSONALLY DELIVERED OR WHEN DEPOSITED IN THE UNITED STATES MAIL.**

I AGREE WITH ALL TERMS OF THIS AGREEMENT: _____ DATE: _____

AUTHORIZED REPRESENTATIVE: _____

THANK YOU FOR YOUR BUSINESS AT ISLAND CITY STORAGE-SERVICE & RENTAL LLC.