

**CLEARLAKE KEYS CLUB**

**12980 Lakeland Street, P.O. Box 493 Clearlake Oaks, CA 95423 Phone (707) 998-3326**

**STORAGE SPACE RENTAL/LEASE AGREEMENT**

LESSEE INITIALS: NOTICE OF LIEN: Owner shall have a lien on Occupant's parked vehicle as described in California Civil Code Sections 3067-3075 and on stored watercraft as described in California Harbors & Navigation Code Sections 500-509 for all rent and other charges becoming due under this rental agreement

Lessee Initials: NOTICE OF REMOVAL FROM PRIVATE PROPERTY: Vehicle Code 22658. (a) The owner or person in lawful possession of private property as defined in Section 1351 of the Civil Code, may cause the removal of a vehicle, watercraft or RV trailer parked on the property to a storage facility for all rent and other charges becoming due under this rental agreement

**NO RENT REFUNDS UNLESS APPROVED BY BOARD OF DIRECTORS**

**The intrusion alarm system is active between dusk and dawn. Please observe daylight hours for access.**

**1: LEASE INFORMATION:**

A. Date of Lease: \_\_\_\_\_ to June 30 \_\_\_\_\_ B. Space No: \_\_\_\_\_ C. Lock Combination: \_\_\_\_\_

D. Current year Rental Rates per year: **\$130.00 ea.** Non-member rate: **\$250.00** each space. Proration of rent shall be made quarterly.

E. Occupant's Name(s): \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Keys Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ zip: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ Keys Club Member? \_\_\_\_\_(Y or N)

**Copies of current vehicle, trailer or watercraft registrations must be attached to rental agreement.**

**Vehicle, trailer or Watercraft Make and Model of stored property:** \_\_\_\_\_ V.I.N.: \_\_\_\_\_

License Plate/CF #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Vehicle, trailer or Watercraft Make and Model of stored property:** \_\_\_\_\_ V.I.N.: \_\_\_\_\_

License Plate/CF #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON IN ADDITION TO YOURSELF TO WHOM ANY PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT. IF NONE, WRITE NONE AND INITIAL.

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**2. PARTIES AND DATE:** This Lease Agreement ("Lease") is entered into in duplicate, as of the date set forth above by and between *Clearlake Keys Club Inc.* ("Owner") and the individual(s) named above ("Occupant"), for the purpose of renting space for the storage of a vehicle, trailer or watercraft, and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

**3. SPACE:** Owner agrees to let, and Occupant agrees to rent those premises described as a uncovered storage space at Owner's facility at 12980 Lakeland Street, Clearlake Oaks CA 95423 ("Storage Facility"), the number of which is set forth in Section 1.B above ("Space"), on the terms and conditions of this Lease.

**4. TERM:** The term of this Lease shall commence as of the date set forth in Section 1.A of this Lease. Unless the lessee is notified in writing to the contrary, this agreement is will continue on an annual basis. Rent becomes due and payable on July 1<sup>st</sup> and is considered delinquent on July 10<sup>th</sup>. **Delinquent renewals shall incur a \$30.00 penalty.**

**5. Rent:** Amount of rent is levied on an annual basis terminating on June 30<sup>th</sup>. Proration of rent shall be made quarterly.

**6. Costs:** Any costs incurred by Owner by reason of Occupant's breach of any provision of this agreement shall be deemed additional rent, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion.

**7. USE OF PARKING SPACE:** Occupant agrees to use the parking space only for parking the vehicle(s) or watercraft designated in this agreement and that are owned registered by Occupant. Occupant is responsible for the cleanliness of rented space. **All stored vehicles/vessels/trailers must be registered and in operating condition and all stored vehicles must be driven onto the facility under their own power and remain roadworthy.**

**7a. ADDENDUM** 1)-Allow the conditional use permit to allow 1 (one) self-contained ConEx style storage container per Occupant, being no longer than 8ft by 20ft. All containers must be on level ground and spaced no more than 24" from adjacent containers. 2)-All containers are to be placed on the

eastern fence line (Schindler Creek), if space is available. Location will be determined by the board. 3)-If failure to continue the lease and if the storage container isn't removed within 90 days of non-compliance, the ConEx style storage container and all contents will become the property of the Keys Club. 4)-The Keys Club will not be responsible for any theft or damaged incurred to container or contents therein. 5)-All provisions of current rules and regulations 1-25 are to remain the same except for the addendum (7a), to allow ConEx style storage containers. 6)-No type of construction or manufacturing is to take place within the container. No ConEx containers are to be sublet.

**8. LIEN ON VEHICLE OR WATERCRAFT:** Occupant grants Owner a lien on the parked vehicle or watercraft for rent and other charges. Owner shall have the right to sale the vehicle or watercraft to satisfy the lien if rent or other charges remain unpaid for 30 or more days as provided for section 3071 of the California Civil Code or section 503 of the Harbors and Navigation Code.

**9. OCCUPANT AGREES TO INDEMNIFY AND HOLD HARMLESS:** THE CLEARLAKE KEYS CLUB INC. FROM ANY EXPENSE, COST, OF DAMAGE INCURRED BY REASON OF ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON SUCH SUBROGATION, WHILE CERTAIN INFORMATION MAY BE MADE AVAILABLE TO OCCUPANT WITH RESPECT TO INSURANCE, OWNER AND OWNER'S AGENTS ARE NOT INSURERS, ARE NOT AFFILIATED WITH ANY INSURANCE COMPANY, DO NOT ACT AS ANY INSURANCE COMPANY'S AGENT, BROKER, OR SOLICITOR, AND DO NOT ASSIST IN THE EXPLANATION OF COVERAGE OR IN THE MAKING OF CLAIMS UNDER ANY INSURANCE POLICY.

**10. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** Occupant parks vehicles or watercraft at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to Occupant's vehicle or personal property within the vehicle while on the premises arising from any cause whatsoever including, but not limited to, theft, Yard maintenance, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**11. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for injury or Owner's agent's or employees.

**12. INDEMNIFICATION:** Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the space and Storage Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in Sections 9, 10, 11 of this Lease.

**13. NOTICES--CHANGE OF ADDRESS--CHANGE IN TERMS:** All notices required or permitted by law, or by this agreement, may be sent to Occupant at any of the addresses set forth for Occupant in Section 1-H of this Lease. In the event that any of the addresses given above change, such change shall not be binding upon Owner unless Occupant has given Owner written notification of the change, either by personal delivery or by deposit in the United States mail with first class postage prepaid addressed to Owner at the address given for payment of rent and the owner has acknowledged its receipt in writing. Any of the terms of this agreement may be changed by Owner by written notice to Occupant seven (7) days prior to the expiration of this tenancy.

**14. ACCESS:** In the Owner's absolute discretion, Occupant's access to the Storage Facility and Space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the Storage Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, movement of stored items and right to inspect vehicles. See #16.

**15. OWNER'S RIGHT TO ENTER OR INSPECT:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including, but not limited to, police, fire, health or emergency response officials, access to the vehicle or watercraft upon three (3) days prior written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health, or emergency response officials, shall have the right to, without notice to Occupant, take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law, or enforce any of Owner's rights. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this Section.

**16. RULES:** Owner shall have the right to establish or change hours of operation or tenant access, or to promulgate rules and amendments, or amend existing rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the facility. Storage of paint, thinners, hazardous chemicals and materials is prohibited. Occupant agrees that such rules are made a part of this agreement and agrees to follow all of Owner's Rules now in effect, or that may be put into effect from time to time. **Hours of Operation and Access are sunrise to sunset.**

**17. OCCUPANT'S BREACH:** In the event the Occupant breaches this Lease, Owner shall be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity.

**18. ASSIGNMENT:** Occupant shall not sublet or assign the Space nor store property owned by others without the prior written consent of Owner.

**19. MISCELLANEOUS:** Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a Court to be void or unenforceable, the other provisions shall remain in full force and effect.

**20. NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner, or by any of owner's agents or employees purporting to modify or add to this agreement in any way whatsoever. Occupant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.

**21. ENTIRE AGREEMENT:** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Occupant and Owner, their agents, or employees that extend, limit, or in anyway modify the terms, covenants, and conditions of this Lease. This Lease may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

**22. SUCCESSION:** All provision of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**23. ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

I have read, and fully understand, and agree to all terms contained in this Lease, including the terms on the reverse side hereof. By his, her, their signature(s) below; Occupant acknowledges receipt of a dated and executed copy of this Lease.

**Do not sign this agreement until you have read it and fully understand it. This agreement limits the Owner's liability for loss of or damage to your parked vehicle, trailer or watercraft. If you have any questions concerning its legal effect, consult your legal advisor.**

\_\_\_\_\_  
Date  
Owner/Agent Clearlake Keys Club Inc.

\_\_\_\_\_  
Date  
Lessee/renter