

## ***BOAT STORAGE LEASE AGREEMENT***

This Boat Storage Lease Agreement (the "Lease") is made and entered into on \_\_\_\_\_ (the "Effective Date") by and between Bay Point Yacht Club, Inc. of PO Box 402, Marblehead, Ohio, 43440 (the "Lessor") and \_\_\_\_\_ of \_\_\_\_\_ (the "Lessee"), collectively known as the "Parties." The Parties hereby agree as follows:

### **Terms and Conditions**

#### **1. Term**

Lessor hereby leases to Lessee the outside storage space located at 11050 East Bayshore Rd, Marblehead, Ohio 43440 (the "Premises"). The lease will start on \_\_\_\_\_ and will end on \_\_\_\_\_.

#### **2. Rent**

Lessee agrees to make a one-time payment of \_\_\_\_\_ as rent in advance of using the storage space. Upon receiving payment-in-full of storage space rent in cash, Lessor agrees to issue a receipt stating the name of Lessor, the amount of rent paid, the designation of the storage space and the period for which said rent is paid. If the Lessee does not remove property at the termination or conclusion of this Lease, Lessee may be subject to additional storage charges.

#### **3. Termination**

Lessor may terminate this Lease by providing 30 days written notice to Lessee.

#### **4. Use of Premises**

Lessee will use the Premises exclusively for the storage of Lessee's boat and trailer. Lessee may not store or dispose of any property outside of the assigned storage space. Lessee shall not bring any illegal or otherwise prohibited materials or property onto Bay Point Yacht Club premises.

#### **5. Dangerous or Illegal Materials**

Lessee shall not keep or have on or around the Premises any item of a dangerous, flammable, or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company. Lessee shall not keep or have on or around the Premises any illegal items, materials or substances.

## **6. Security and Liability**

Lessee understands that the Lessor does not provide any security system for the Premises. Lessee's possessions will occupy the Premises entirely at the risk of the Lessee. Lessor is not responsible for carrying any insurance covering Lessee's possessions. Lessee should, at his or her own expense, obtain insurance for the possessions stored at the Premises. Lessee releases Lessor from any loss, damage, claim or injury resulting from any casualty on the Premises. Lessee understands and agrees that the Lessee accepts full responsibility for any and all personal injuries or any other damages that may occur during use of the storage space, regardless of the reason. Further, Lessee agrees that Lessor, and all associated owners, landlords (specifically Bay Shore Realty Group), agents, and employees, be held harmless for any and all injuries and damages occurring inside or outside of the Premises. Lessee agrees to indemnify the Lessor for losses incurred on account of any injury to person or damage to property or sustained as a result of the acts or omissions of Lessors in the performance of this Lease.

## **7. Maintenance**

Lessee will, at Lessee's sole expense, keep and maintain the Premises in good, clean and sanitary condition during the term of this Lease and any renewal thereof. Lessee will promptly advise Lessor if the Premises are in need of any maintenance or repair.

## **8. Assignment and Sublease**

Lessee shall not assign or sublease any interest in the Lease

## **9. Governing Law**

This Lease shall be governed by the laws of Ohio.

## **10. Entire Agreement**

This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Lease. This Lease supersedes any prior written or oral agreements between the parties.

## **11. Severability**

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## **12. Amendment**

This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

## **13. Waiver of Contractual Rights**

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**IN WITNESS WHEREOF, this Lease has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.**

LESSOR

\_\_\_\_\_ Date: \_\_\_\_\_  
Bay Point Yacht Club, Inc.

LESSEE

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name