



# shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

<b>For Office Use Only</b>	
Applicant is a Member or Renter in good standing	
_____	_____
Initials	Date

## STORAGE LOT LEASE AGREEMENT

This lease agreement was entered into on \_\_\_\_\_ between Shelter Bay Community, Inc., a Washington non-profit corporation, hereinafter referred to as "Lessor" and \_\_\_\_\_ who shall hereinafter be referred to as "Lessee".

### RECITALS

WHEREAS, Lessee is a Shelter Bay Community Member, Associate Member or Non-Resident Marina tenant in good standing, and WHEREAS, Lessor owns a self-service storage facility and desires to lease storage space on said Shelter Bay Community, Inc., Storage Lot, hereinafter referred to as "Storage Lot".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### SECTION 1 – RENTAL

Lessor hereby rents and leases to Lessee and Lessee hereby leases from Lessor Storage Space No. \_\_\_\_\_ (hereinafter referred to as "Storage Space") located at the Storage Lot for the term and at the rental provided for in this lease agreement.

1.1 The Lessee agrees that this Lease shall be effective only so long as the Lessee is a Member, Associate Member, or Non-Resident Marina tenant of Shelter Bay Community, Inc.,

1.2 Within fourteen (14) days of such date that the Lessee is no longer a Shelter Bay Community, Inc. Member, Associate Member, or Non-Resident Marina tenant, this lease shall terminate without further notice and Lessee shall remove all of Lessee's property from such Storage Space and shall return the key to the Storage Lot to the Shelter Bay Community, Inc. office.

1.3 All items to be stored must be identified on this Lease pursuant to Section 2 of this Agreement and are subject to the approval of the Lessor's manager or designee. Lessee shall comply with this Lease Agreement and all other Rules, Regulations and Covenants of Shelter Bay Community, Inc.

1.4 Storage Lot spaces cannot be subleased.

### SECTION 2 – LIST OF ITEMS TO BE STORED & LIMITATIONS ON ITEMS TO BE STORED

2.1 The Lessee desires to store the following vehicles, trailers, or campers on said Storage Space (list by make, model and license or registration number). Lessee will provide Lessor with a copy of current registration and liability insurance coverage for items.

PROPERTY DESCRIPTION	

2.2 Lessee agrees that only the items set forth in Section 2.1 shall be stored on the Lessee's Storage Space and Lessee agrees to apply to the Lessor to amend this list should the Lessee desire to store any additional items on said Storage Space.

2.3 Items stored on said Storage Space must be mobile so as to facilitate removal in the event of emergency. Issues regarding mobility shall be resolved by Lessor's Manager, or designee. Stationary storage sheds are not allowed unless approved by the Lessor's Manager.

2.4 Items stored shall be within the boundaries of the Storage Space assigned. No item shall be closer than 12 inches to a space side line, or closer than 12 inches to a fence.

2.5 The name, address, and telephone number(s) of the lessee is to be conspicuously displayed on at least one item stored in the lot.

2.6 If the Lessee stores items which are not listed in Section 2.1 above, Lessor may remove such items at the Lessee's sole expense and may elect to terminate this Agreement.

2.7 No flammable or hazardous materials of any kind shall be stored, with the exception of fuels contained in tanks approved for their use and properly attached to the stored vehicle.

2.8 Lessee agrees that Lessee shall not maintain any business, operate any machinery, or use said Storage Space for any commercial, industrial, retail, or wholesale purpose. The premises are intended for the sole and exclusive use for the storage of property owned or lawfully in the possession of Lessee.

### SECTION 3 – RENT

The monthly rental fee for the space leased by Lessee shall be as provided by the Shelter Bay Community, Inc. Fee Schedule.

### SECTION 4 – TERM

This lease agreement shall be on a month-to-month basis, unless Lessor or Lessee gives thirty (30) days written notice of intent to terminate this lease agreement or by the mutual agreement of the parties or by the failure of Lessee to pay the rent when due and payable.

### SECTION 5 – DELINQUENT PAYMENT

5.1 Rental payments shall be due and payable on receipt of the bill, or at the time this Lease Agreement is executed.

5.2 In the event that rental payment is not received by the thirtieth (30th) day of the month in which it has become due and payable, the rental payments shall be considered as delinquent, and will be subject to late fees and penalties.

5.3 Failure to pay the rental payment when due shall constitute a basis for termination of this lease agreement.

### SECTION 6 – MAINTENANCE

The Storage Lot is a self-service facility. Lessee shall keep and maintain the storage space in a clean and sanitary condition including removal of weeds, grass, and other growth or debris. Lessee shall not permit the accumulation of rubbish, liquid waste, hazardous materials, or refuse on the storage space. Lessee shall at the termination of this lease agreement leave the storage space in a clean condition.

Lessee will be held responsible for any damage they may cause to occur to the Storage Lot facility or to any items stored by other Lessees.

