

**INDIAN CREEK ENTERPRISES, L.L.C**

Mark Twain Lake - Indian Creek Arm

indiancreekent@wildblue.net

25247 Monroe Road 581  
Monroe City, MO 63456  
(314) 691-2615 (314) 956-0512

**STORAGE AGREEMENT**

**Contracts are required for each space rented**

**Please contact us with any changes (address, phone number, description of item stored)**

OWNER(S): \_\_\_\_\_

ADDRESS(S): \_\_\_\_\_  
Number Street./Road, City, State, Zip Code      Number Street/Road, City, State, Zip Code

TELEPHONE(S): (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (home)      (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (cell)  
(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (work)      \_\_\_\_\_ (e-mail)

TERM: Beginning date: \_\_\_\_\_ End date: \_\_\_\_\_  
1<sup>st</sup> yr. renewal date: \_\_\_\_\_ End date: \_\_\_\_\_

RATE: \$ \_\_\_\_\_ (amount due)      3 Month      6 Month      1 Year  
Split payment option: 1st payment      \$ \_\_\_\_\_ + \$25 = \$ \_\_\_\_\_  
2nd payment      \$ \_\_\_\_\_ due \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Gate key deposit: \_\_\_\_\_      Lock and key deposit: \_\_\_\_\_

DESCRIPTION: Make/Model: \_\_\_\_\_ Make/Model: \_\_\_\_\_  
Size: \_\_\_\_\_ Size: \_\_\_\_\_  
Registration #: \_\_\_\_\_ Registration #: \_\_\_\_\_  
State: \_\_\_\_\_ State: \_\_\_\_\_  
License #: \_\_\_\_\_ License #: \_\_\_\_\_  
**Lien Holder: \_\_\_\_\_ Lien Holder: \_\_\_\_\_**

SPACE NUMBER: \_\_\_\_\_ Inside      Outside      \_\_\_\_\_ Inside      Outside

Comments: \_\_\_\_\_

Referred by: \_\_\_\_\_

In consideration of INDIAN CREEK ENTERPRISES, L.L.C./Storage granting me a license to use the above space, each named owner agrees, jointly and severally with any other owner, to the terms and conditions set forth in this agreement. Additionally by signing on the reverse side, the owners declare under penalty of perjury that they are owners of the above-described property.

**See other side for Terms and Conditions**

**Terms and Conditions**  
(Please initial each paragraph)

\_\_\_\_\_ 1. I will use the space only for the purpose of storing the above mentioned boat trailer or vehicle when not in use.

\_\_\_\_\_ 2. For the use of the space, I will pay a storage charge at the above-mentioned rate, payable in advance. **A late fee of \$20.00 will be charged for payments received two weeks past the due date.** Actions show in Section 16 will be enforced if payment is not received in 30 days. All charges due at end of contract will be paid in full before I remove the boat, trailer, vehicle or other property. I recognize the rate covers only storage and that any additional work or services will be charged for separately..

\_\_\_\_\_ 3. My right to use the space is not assignable or transferable even if my boat, trailer, vehicle or property is sold. I also may not switch spaces with any other owners without first receiving written authorization from Indian Creek Enterprises, L.L.C.

\_\_\_\_\_ 4. Indian Creek Enterprises, L.L.C. does not assume any responsibility for loss or damage by theft, fire, act of God or otherwise to the boat, trailer, vehicle or other property or contents thereof which may be kept in the space or at Indian Creek Enterprises, L.L.C. Storage. Indian Creek Enterprises, L.L.C. Storage does not carry insurance for this. I acknowledge that I have full insurance at my expense. I will be responsible for keeping my property physically covered and protected. No bailment is created.

\_\_\_\_\_ 5. In case the rate of insurance on the building or liability is increased for Indian Creek Enterprises, L.L.C. as a result of the particular use or occupancy of the leased premises or any part thereof by the owner (s), the owner (s) agrees that he will pay on demand to Indian Creek Enterprises, L.L.C. as additional rental hereunder, the increased insurance premium upon the building or liability for the corporation.

\_\_\_\_\_ 6. Indian Creek Enterprises, L.L.C. does not assume any responsibility for any injuries to me, my family or guest(s) while at its facilities or property.

\_\_\_\_\_ 7. No outside labor is allowed at Indian Creek Enterprises, L.L.C. Storage but I understand that I or member(s) of my family with whom I reside, may personally do any work on the boat, trailer or vehicle at any reasonable time. If any work is done, I will prevent damage to other boats, trailer, vehicles or property stored. I will be responsible for any damage caused by my work.

\_\_\_\_\_ 8. Indian Creek Enterprises, L.L.C. Storage reserves the right to allot times for and specify the place and manner for sanding, scraping, brushing, painting, varnishing, draining, repairing or maintaining boats, trailers or vehicles.

\_\_\_\_\_ 9. I will not display on or near my boat, trailer or vehicle a "For Sale" sign. Further, I will not show the boat, trailer or vehicle for sale unless I am personally present. Indian Creek Enterprises, L.L.C. Storage will be notified in advance of any sale and will be paid charges due prior to any sale.

\_\_\_\_\_ 10. I will keep the space allotted to me in clean, neat and orderly condition and free from debris or anything which is a fire hazard. I will not place or store gasoline or fuel in the boat, vehicle or space except that which is contained in the tank of the boat or vehicle. I will not deliver or permit others to deliver gasoline or other fuel into the tank of the boat or vehicle from tank trucks directly or by any other method while the boat or vehicle is at Indian Creek Enterprises, L.L.C. Storage. All batteries must be removed from the boat or vehicle for the winter storage period of this agreement.

\_\_\_\_\_ 11. Living on or in the boat or vehicle while at Indian Creek Enterprises, L.L.C. Storage at anytime, is positively not allowed.

\_\_\_\_\_ 12. No smoking is allowed in any buildings or on or in the boat or vehicle while in storage. No open flames or unattended heat are tolerated.

\_\_\_\_\_ 13. I will strictly comply with all the rules and regulations that may from time to time be posted by the Indian Creek Enterprises, L.L.C Storage for the regulation of storage spaces and the approaches thereto, and for the admission of persons and property thereto, and I will also at all times comply with all applicable local, county, state and federal laws or regulations to which use of my space or the facilities or property at which located are subject.

\_\_\_\_\_ 14. Indian Creek Enterprises, L.L.C. Storage shall have the right, at any time, to move the boat, trailer, vehicle or other property belonging to me within its facilities and property or reassign me to a different space of equal or greater size.

\_\_\_\_\_ 15. In the event that I, or any family member or guest of mine, fails to comply with and perform any of the terms and conditions of this agreement, or fails to observe the rule and regulations of Indian Creek Enterprises, L.L.C. Storage, Indian Creek Enterprises, L.L.C. Storage will have the right to cancel this agreement and my use of the space immediately and forthwith terminate all the privileges granted herein to me. In the event Indian Creek Enterprises, L.L.C. so elects, it will give at least fifteen (15) day written notice either personally or by registered mail to the last known address of the renter. After the effective date of notice, irrespective of whether received, I will give up possession of the space and remove the boat, trailer or vehicle, its equipment and all other property belonging to me. In case of my failure to do so, Indian Creek Enterprises, L.L.C. Storage may determine and at my risk, to treat such property as abandoned and assume full ownership thereof.

\_\_\_\_\_ **16. To enforce any obligation of the renter to comply when the renter fails to comply Indian Creek Enterprises, L.L.C. Storage will have in addition to all other remedies allowed by Law, a lien against the boat, trailer, vehicle or other property stored as allowed by Law. Any Property remaining in the storage space thirty (30) days following the voluntary or involuntary termination of this agreement shall be deemed by the parties to be abandoned property. Thereafter, Indian Creek Enterprises, L.L.C. Storage may remove for sale or destruction all such property. If sold by Indian Creek Enterprises, L.L.C., such sale may be either public or private, without notice to the owner and the proceeds of the sale shall be retained by Indian Creek Enterprises, L.L.C. Storage. I will permanently remove property only when my obligations to Indian Creek Enterprises, L.L.C. are fully satisfied. If any action is taken against me, I agree to pay all necessary attorneys' fees, costs or other expenses incurred by Indian Creek Enterprises, L.L.C. Storage.**

\_\_\_\_\_ 17. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

\_\_\_\_\_ 18. I acknowledge that I have received a copy of this agreement, have read its terms and conditions, and agree with them. I further agree to provide Indian Creek Enterprises, L.L.C. with **updated information in a timely manner regarding changes in address, telephone number, type of equipment stored, registration and license numbers.**

\_\_\_\_\_ 19. **All renters** will be provided one (1) gate key to access the facility. A \$10 refundable deposit will be added to applicable storage rate. Deposit will be refunded when gate key is returned to Indian Creek Enterprises, L.L.C.

\_\_\_\_\_ 20. Renters of **inside storage** will be provided a lock/key to use on their space's overhead door. A \$10 refundable deposit per padlock/key will be added to applicable storage rate for use during rental period. Deposit will be refunded when lock/key is returned to Indian Creek Enterprises, L.L.C.

Owner  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Drivers License Number \_\_\_\_\_

INDIAN CREEK ENTERPRISES, L.L.C.

By \_\_\_\_\_ Date \_\_\_\_\_  
Managing Member

Revised April 26, 2008

**PLEASE CONTACT US WITH ANY CHANGES  
(ADDRESS, PHONE NUMBER, DESCRIPTION OF ITEM STORED)**