

INDIAN CREEK ENTERPRISES, L.L.C

Mark Twain Lake - Indian Creek Arm
indiancreekent@aol.com

25247 Monroe Road 581
Monroe City, MO 63456
(314) 691-2615 (314) 570-4224

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: _____
1st 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. 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 this rental space for the sole purpose of storing the above mentioned boat, trailer or vehicle when not in use. Living on or in equipment while stored at Indian Creek Enterprises, L.L.C. is strictly prohibited.

____ 2. **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.

____ 3. **Inside storage renters** 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. Deposit will be refunded when lock/key is returned to Indian Creek Enterprises, L.L.C.

____ 4. 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 shown in Section 17 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 my 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.

____ 5. 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.

____ 6. Indian Creek Enterprises, L.L.C. 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.

____ 7. Smoking, open flames and unattended heat sources in any building or on any boat or vehicle on the premises is strictly prohibited and may result in termination of this agreement by Indian Creek Enterprises, L.L.C.

____ 8. 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 stored inside at Indian Creek Enterprises, L.L.C.

____ 9. 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.

____ 10. 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 rented space. Indian Creek Enterprises, L.L.C. 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.

____ 11. Indian Creek Enterprises, L.L.C. will allow its customers to perform what would be considered light repair and/or maintenance work which would include winterizing boats and campers, battery replacement and charging systems, minor trailer work, livewell pumps, etc. Written approval is required if the scope of any work done would be performed beyond what would be deemed light or cosmetic. Performing anything more than "light work" without prior permission could, at the discretion of management, terminate this contract.

____ 12. 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.

____ 13. Any individual or entity authorized by Indian Creek Enterprises, L.L.C. to perform work at its facility at the request of the customer, shall be required to maintain a policy of commercial general liability naming Indian Creek Enterprises, L.L.C. as an additional insured in the sum of \$1,000,000.00. Said individual or entity shall also be required to maintain worker's compensation insurance for its employees if so required by law. Indian Creek Enterprises, L.L.C. does not assume any liability nor accepts any responsibility for the negligence of any third party performing work at its facility.

____ 14. I will not display on or near my boat, trailer or vehicle a "For Sale" sign and will not show my boat, trailer or vehicle for sale unless I am personally present. The undersigned agrees that no boat, trailer, or vehicle will be removed from Indian Creek Enterprises, L.L.C., until such time as all financial obligations arising under this agreement are paid in full or unless the undersigned has the express written permission of Indian Creek Enterprises, L.L.C., to remove such boat or trailer from the premises.

____ 15. I will strictly comply with all the rules and regulations that may from time to time be posted by Indian Creek Enterprises, L.L.C. for the regulation of storage spaces and the approaches thereto, and for the admission of persons and property thereto. I will also at all times comply with all applicable local, county, state and federal laws or regulations to which use of my space, the facilities or property are located.

____ 16. In the event that I, or any family member or guest of mine fails to comply with any of the terms and conditions of this agreement, or fails to observe the rules and regulations, Indian Creek Enterprises, L.L.C. 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. may determine and at my risk, to treat such property as abandoned and assume full ownership thereof.

____ 17. **To enforce any obligation of the renter to comply with any financial obligation arising under this Storage Agreement, Indian Creek Enterprises, L.L.C. will have, in addition to all other remedies allowed by Law, a lien against the boat, trailer, vessel or outboard motor provided by RSMo. 430.082. I agree not to remove any property until those financial obligations arising hereunder to Indian Creek Enterprises, L.L.C. are fully satisfied. Indian Creek Enterprises, L.L.C. shall also be entitled to any necessary expenses including, but not limited to, court costs and reasonable attorney's fees.**

____ 18. 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.

____ 19. 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, and registration and license numbers.**

Owner
Signature _____ Date _____

Social Security Number _____

INDIAN CREEK ENTERPRISES, L.L.C.

By _____ Date _____
Managing Member

Revised March 31, 2013

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