



**STORAGE AGREEMENT Exhibit A**

This Exhibit A to STORAGE AGREEMENT made by and between KENSINGTON BOAT AND RV STORAGE CENTER, LLC (“LLC”) and the undersigned owner of the property (“Owner”) made this **DATE:** \_\_\_\_\_(day) of \_\_\_\_\_(month), 20\_\_\_\_(year).

APPLICANTS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: CELL: \_\_\_\_\_ HOME: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ITEMS STORED:

\_\_\_\_RV \_\_\_\_BOAT \_\_\_\_TRAVEL TRAILER \_\_\_\_SNOWMOBILE TRAILER

\_\_\_\_OTHER if other please describe: \_\_\_\_\_

YEAR, MAKE, AND MODEL OF ITEM: \_\_\_\_\_

LENGTH: \_\_\_\_\_ LIC PLACE/ MC# \_\_\_\_\_

INSURANCE PROVIDER: \_\_\_\_\_ POLICY# \_\_\_\_\_

INSIDE OR OUTSIDE STORAGE (CIRCLE ONE)      INSIDE      OUTSIDE

\_\_\_\_RENTING 40’ ONSITE CONNEX CONTAINER (UNIT # \_\_\_\_\_)

STORAGE FROM: EFFECTIVE DATE: \_\_\_\_\_ END DATE \_\_\_\_\_

ADDITIONAL REQUESTED SERVICES			
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>

BILLING AMOUNT: \$ \_\_\_\_\_ Monthly    Annually    Seasonal (Circle One)

PAYMENT: \$ \_\_\_\_\_ RECEIVED HEREWITH. PAYMENT DUE: \$ \_\_\_\_\_

How will you be paying for our services? (Circle One)    CASH    CHECK    CREDIT CARD

CREDIT CARD NUMBER: \_\_\_\_\_

EXP. DATE: \_\_\_\_\_ CVV CODE: \_\_\_\_\_

(Address at the top of this document must be the billing address for this credit card)

By Initialing below, you authorize (“LLC”) to do the following:

\_\_\_\_\_ I hereby authorize (“LLC”) to bill my credit card per this contract

\_\_\_\_\_ I hereby authorize (“LLC”) to move my item being stored (pertaining to items stored indoors)

ACKNOWLEDGED BY:

\_\_\_\_\_  
SIGNATURE of applicant (“OWNER”)

By signing this document, you are also agreeing to the terms and conditions set forth in the page 2 of this document

\_\_\_\_\_  
 (“LLC”) Member (to be signed by Kensington Boat and RV Storage Center LLC member)

**STORAGE AGREEMENT**

This agreement is made by and between KENSINGTON BOAT AND RV STORAGE CENTER, LLC ("LLC") and the undersigned owner of property ("Owner")

- A. LLC operates a storage facility located at 8085 Boardwalk, Brighton, Michigan ("Premises") whereat LLC rents storage space for personal property items ("Property") in exchange for a storage fee.
- B. LLC and Owner enter into this Agreement, understanding the terms and conditions herein, including the nature and legal significance of various releases, indemnities and assumption of risk.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions, LLC and Owner agree as follows:

- 1. **Storage Agreement.** Owner does hereby rent from LLC, space only (no bailment is created) in the Premises for the storage of Property, all of which is described in detail on Exhibit A attached hereto and incorporated by reference.
- 2. **Storage Fee.** Owner shall pay to LLC a storage fee as indicated on Exhibit A. By signing and executing this Agreement and Exhibit A, the parties acknowledge receipt of payment as indicated on Exhibit A.
- 3. **Insurance Covering Property Stored.** Owner shall maintain broad casualty, liability and all hazard insurance covering the Property stored on the Premises at Owner's sole and separate expense. Owner acknowledges and agrees that LLC will not be carrying insurance to cover owner's property and this Agreement provides for additional releases and waivers regarding risk of loss.
- 4. **Risk of Loss.** Anything to the contrary notwithstanding, Owner shall have, without claim against LLC, all risk of loss respecting the Property stored on the Premises, irrespective of the cause of said loss. Owner assumes all risk associated with the ownership of the Property which is stored on the Premises in accordance with this Agreement.
- 5. **Release and Waiver of Subrogation.** Owner does hereby waive any right that Owner might possess to bring action or claim against LLC for loss or damage to the Property stored on the Premises and further waives right of subrogation respecting any insurer that might be insuring said Property to the extent that said waiver does not mitigate Owner's indemnity coverage. Owner hereby releases LLC and the building owner, for any and all liability, claims for loss and/or damage to the Property and for any claim for personal injury. Owner agrees to indemnify, defend and hold harmless LLC and premises owner, their agents, employees, successors and assigns, from any and all claims which may arise as a result of Owner's use of the Premises.
- 6. **Access.** Premises generally shall be open and Owner shall be able to access the Property stored thereon by APPOINTMENT on the following schedule:
  - a. pick up or delivery shall be on 72-hour notice to LLC and during normal business hours;
  - b. normal business hours are as follows:
    - i. Monday through Friday 9:00 a.m. to 5:00 p.m.
    - ii. Saturday By appointment
    - iii. Sunday Closed

Other arrangements may be made at additional cost regarding access and/or pick up and delivery.

- 7. **Owner's Restrictions.** Owner shall not be allowed to work on their Property at any time.
- 8. **Risk of Personal Injury.** Owner understands and acknowledges that he/she enters upon the Premises at his/her own risk.
- 9. **Temperature.** Owner understands and acknowledges that the Premises will not be heated nor air conditioned and that any risk of loss due to fluctuation in temperature will be at Owner's own risk.
- 10. **Garage Keepers Lien Act/Michigan Marina and Boatyard Storage Lien Act.** The provisions of the Garage Keepers Lien Act (MCL 570.303 et seq, as amended) and the Michigan Marina and Boatyard Storage Lien Act (MCL 570.371 et seq, as amended) shall be fully applicable to this Agreement and the parties hereto.
- 11. **Maintenance and Care.** Owner shall keep the area and Property stored on the Premises clean and free of refuse and debris. Owner shall be solely responsible for any loss or damage caused by Owner's negligence or omissions, including the cost associated with any environmental spillage. Owner's failure to maintain the area thereto shall allow LLC to provide clean up or maintenance services and Owner shall be responsible for the actual cost thereof.
- 12. **Vacating Upon Termination.** Upon termination of this Storage Agreement and before the end of the term as provided on Exhibit A, Owner shall remove all Property from the space rented at the Premises. In the event LLC terminates this Agreement prior to its expiration due to default of Owner, any storage fee paid by Owner shall be retained by LLC and shall not be refunded or prorated. Upon termination of this Storage Agreement, Owner shall promptly remove all Property from the Premises and if not removed within 30 days, it shall be deemed abandoned and subject to a \$5.00 per day storage fee, and LLC may cause Property to be sold, destroyed or otherwise disposed of at the expense of Owner.
- 13. **Non-Assignment.** Owner shall not assign, lease or sublease the Premises or any portion thereof without the prior express written consent of LLC.
- 14. **Attorney Fees.** In the event LLC is required to take action in any court to enforce this Agreement or to recover possession of the Premises, LLC shall be entitled to costs and actual attorney fees incurred.
- 15. **Entire Agreement.** There are no other promises except as stated herein and Owner agrees not to rely on any oral promises. This Agreement may only be modified in writing signed by both parties. This Agreement shall bind and be obligatory upon the heirs, executors, representatives and successors of the parties hereto.
- 16. **Jurisdiction.** This Agreement is made pursuant to the laws of the State of Michigan.
- 17. **Nuisance.** Owner shall not commit nor suffer to be committed any waste upon the Premises or create any nuisances or other acts which may disturb the quiet peace of the Premises.
- 18. **Conflict.** Any conflict between this Agreement and Exhibit A shall be resolved by Exhibit A.
- 19. **Acknowledgment.** Owner by signing this Agreement acknowledges that he/she has read the Agreement in its entirety and understands all of the provisions contained herein, including the various releases, waivers and indemnifications which specifically release LLC and the premises owner from any claims or loss or damage respecting the Property stored or any injuries which may arise while Owner is using the Premises.

Acknowledged By (Printed) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date \_\_\_\_\_