

This Agreement sets forth all the covenants, promises, conditions, and understandings between **LESSOR** and **LESSEE** concerning the use and access of the Premises. This Agreement supersedes any past covenants, promises, agreements, conditions, or understandings, either oral or written. No alterations, amendment, change, or addition to this Agreement shall be binding upon **LESSOR** or **LESSEE** unless in writing and signed by both parties to this Agreement. The parties agree that they shall rely solely upon the terms of this Agreement to govern their relationship. This agreement represents the entire agreement between the parties hereto.

No insurance of any kind is carried by **LESSOR** on vehicle, boat, trailer, and/or travel trailer. The granting of vehicle, boat, trailer, and/or travel trailer storage hereunder is a distinct and definite understanding, and the undersigned hereby agrees that the **LESSOR** assumes no responsibility whatsoever for personal injuries sustained by the undersigned, or any of the undersigned's guests while on any part of **LESSOR'S** property, and assumes no responsibility for the safety of any vehicle, boat, trailer, and/or travel trailer stored at **LESSOR'S** property and will not be liable for fire, theft, or damage to said vehicle, boat, trailer, and/or travel trailer, it's equipment, or any property in or on said vehicle, boat, trailer, and/or travel trailer, however arising, reserving to **LESSOR** the right, but not the obligation, to assume control and charge of any vehicle, boat, trailer, and/or travel trailer for the protection of life and property in abnormal conditions or during catastrophes. The undersigned agrees to hold **LESSOR** harmless for any legal costs or judgments associated with the personal injuries and/or losses to property referred to in this paragraph. **LESSEE** is responsible for any damage caused by their vehicle, boat, trailer, and/or travel trailer to the property of **LESSOR** or other **LESSEE'S**. The undersigned **LESSEE** will be responsible for cost of all repairs. **LESSOR** must be notified within 24 hours of damage occurrence. If **LESSOR** finds unreported damage at a later date, a fine of **\$500** will be assessed to **LESSEE** in addition to cost of repairs.

- 1) Extreme Weather Events
 - a) **LESSOR'S** property is located on the Outer Banks which is an area prone to flooding under extreme weather circumstances/conditions.
 - b) **LESSEE** is responsible for moving their vehicle, boat, trailer, and/or travel trailer to a safer location prior to an extreme oncoming weather event.
 - c) If **LESSEE'S** vehicle, boat, trailer, and/or travel trailer is left during such event and said vehicle, boat, trailer, and/or travel trailer is damaged or destroyed **LESSOR** will not be held responsible or held liable in any manner for the destruction, loss, or damage to **LESSEE'S** property.
 - d) If **LESSEE'S** vehicle, boat, trailer, and/or travel trailer is left during such event and damages **LESSOR'S** property and/or other **LESSEE'S** property the **LESSEE** will be responsible for the cost of all repairs.
 - e) In the event the **LESSOR'S** Premises are partially or totally destroyed as a result of an extreme weather event **LESSOR** may, at its option, repair the Premises or chose to terminate this Agreement. No refund will be given.
- 2) **LESSEE** shall have the right to access Premises and **LESSEE'S** property at any time during active contract - EXCEPT WHEN LOCAL GOVERNMENT OFFICIALS ORDER A MANDATORY EVACUATION.
- 3) Premises shall be for the purpose of storing **LESSEE'S** vehicle, boat, trailer, and/or travel trailer ONLY.
- 4) Any type of maintenance or major repairs performed on **LESSEE'S** vehicles while stored on the Premises is strictly prohibited.
- 5) Only minor routine maintenance may be performed on boats or trailers. While stored, boats must remain on the trailer at all times. Boats and trailers must be removed from the Premises for major repairs. Any spillage of fuel, petroleum products, or other hazardous materials shall be reported to **LESSORS** management immediately. Required cleanup will be at **LESSEE'S** expense.
- 6) THE OCCUPANCY OR USE OF ANY VEHICLE OR TRAILER WITHIN THE PREMISES IS STRICTLY PROHIBITED. (NO OVERNIGHT OCCUPANCY.)
- 7) No "For Sale" signs may be placed on any boat or other property, without written consent of **LESSOR**.
- 8) **Assignment and Subletting: LESSEE agrees not to assign, sublease or in any manner transfer this Agreement to any other party without the written consent of LESSOR and any attempt to assign or transfer the Agreement without such consent shall be void and without legal effect and shall constitute grounds for termination. No refund will be returned.**
- 9) Change of Address or Ownership:
 - a) **LESSEE** agrees to provide **LESSOR** written notice of any change in **LESSEE'S** home/ mailing address & phone number.
 - b) **LESSEE** agrees to provide **LESSOR** written notice of any change in ownership of the property stored within the Premises.
 - c) **LESSEE** agrees to provide written notice to the purchaser of **LESSEE'S** property that said purchaser must complete a new rental Agreement for the continued storage of the same or new property within the Premises.
- 10) **LESSOR** reserves the right to terminate lease for any good and pertinent reason and will give **LESSEE** adequate notice of such.
- 11) Vehicle, boat, trailer, and/or travel trailer stored on **LESSOR'S** property shall be in operating condition at all times.
- 12) No tarps allowed – only coverings specifically tailored to the vehicle, boat, trailer, or travel trailer are permitted.
- 13) ASSIGNED SPACES – NO permitted parking outside of **LESSEE'S** assigned, marked parking space.
- 14) NO TRANSFERS OR EXCHANGES of original leased vehicle, boat, trailer, or travel trailer.
- 15) NO ITEMS SHALL BE PERMITTED IN PARKING SPACE other than leased vehicle, boat, trailer, or travel trailer. This includes but is not limited to dock boxes, tires, coolers, etc.
- 16) NOTHING SHALL BE HUNG ON FENCES OR SIGN POSTS.
- 17) DEFAULT IN PERFORMANCE OF LEASE: If **LESSEE** violates any of the terms of the lease, the vehicle, boat, trailer or travel trailer will be towed at **LESSEE'S** expense.
- 18) THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS **LESSEE** PRESENTS **LESSOR** WRITTEN NOTICE 15 DAYS PRIOR TO THE END OF THE LEASE. MONTHLY RENEWAL WILL BE AUTOMATED USING CREDIT CARD ON FILE.